Gonzalez v Seaz
2026 NY Slip Op 30272(U)
January 16, 2026
Supreme Court, New York County
Docket Number: Index No. 153348/24
Judge: Christopher Chin
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HON. CHRISTOPHER CHIN
J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: IAS PART 22

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SOFIA GONZALEZ,

Plaintiff,

-against-

JORGE SEAZ, MCB TRUCKING, LLC., NGAWANG CHOKLANG and LYFT, INC.,

Defendants.

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Part 22

Index No.: 153348/24

Motion Seq. No.: 001

Amended Decision & Order on Motion

The following e-filed documents, listed by NYSCEF document number (Motion 001) 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 60, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 90, 91, 92
were read on this motion to/for COMPEL ARBITRATION.

CHIN, C., J.:

This personal-injury action arises from a motor-vehicle accident on May 3, 2023. Plaintiff Sofia Gonzalez used the services of defendant Lyft, Inc. (Lyft) to arrange a ride with defendant Ngawang Choklang and was a passenger in Choklang's vehicle when the accident occurred. In addition to suing Choklang, plaintiff commenced this suit against Lyft for vicarious liability, which is derivative of and premised on Choklang's alleged negligent operation of his vehicle.

Lyft moves to stay this action and to compel plaintiff to arbitrate her claims against Lyft pursuant to the Federal Arbitration Act (FAA), 9 USC § 1 *et seq*.

Lyft alleges the following by affirmation of Paul McCachern, a Lyft employee since 2017 and Safety Program Lead for Lyft since August 2022. Lyft maintains a software platform that includes Lyft's website, technology platform, and mobile device application (the Lyft App). To

summon a ride, a user must first create a Lyft user account via the Lyft App (*id.*, ¶ 7). To create a Lyft user account, the user must accept Lyft's Terms of Service ("Terms of Service"), which include an arbitration clause requiring Lyft and the user to submit all disputes to binding arbitration. Users cannot complete the account creation process or purchase services through the Lyft App unless the user affirmatively accepts and agrees to be bound by Lyft's Terms of Service. After creating an account, users are prompted periodically to reaffirm their acceptance of Lyft's Terms of Service if they wish to continue using the Lyft platform.

Plaintiff affirmatively accepted Lyft's Terms of Service within the Lyft App on five occasions, including January 9, 2023. The December 12, 2022 Terms of Service were in effect at the time of the May 3, 2023 accident. When plaintiff consented to the December 12, 2022 Terms of Service, plaintiff (like all users) was presented with the full text of the Terms of Service, including the arbitration provision, directly on the screen in her Lyft App. The Lyft App directed plaintiff to scroll through and read the entire Lyft Terms of Service at this time. At the bottom of the screen, immediately under the full text of the Terms of Service, the Lyft App presented plaintiff with a button labeled "I Agree," which she was required to click before she could use the Lyft App to request or purchase rides. Plaintiff could not have proceeded to access content on the Lyft App without first accepting Lyft's Terms of Service by clicking the "I Agree" button beneath the full text of Lyft's Terms of Service. If Plaintiff had exited the Lyft App without clicking the "I Agree" button, she would have been presented with the full Terms of Service every time she opened the Lyft App until she clicked the "I Agree" button demonstrating her agreement and consent to the Lyft Terms of Service.

Lyft updated its Terms of Service on August 26, 2019 and sent plaintiff an email in advance, on August 1, 2019 with the subject line: "We're updating our Terms of Service"

(NYSCEF 15, ¶ 15). The email stated that the August 26, 2019 Terms of Service included changes regarding "dispute resolution" (*id.*). The email included a pink hyperlink to the full text of the August 26, 2019 Terms of Service. Plaintiff affirmatively accepted the Terms of Service on November 22, 2019.

Lyft updated its Terms of Service on December 9, 2020. On December 12, 2020, Lyft emailed plaintiff, "We're updating our Terms of Service" (NYSCEF 15, ¶ 16). The email explained that the December 9, 2020 Terms of Service included "revisions to our Dispute Resolution and Arbitration Agreement, which explains how legal disputes are handled" (*id.*). The email included a blue hyperlink to the full December 9, 2020 Terms of Service and stated in bold and underline: "Your continued use of Lyft will confirm that you have reviewed and agreed to the updated Terms". Plaintiff affirmatively accepted the December 9, 2020 Terms of Service on January 31, 2021.

Lyft updated its Terms of Service on December 12, 2022 (NYSCEF 15, ¶ 17). On December 3, 2022, Lyft notified plaintiff by email with the subject line: "We're updating our user agreements" (*id.*). The email included a blue hyperlink to the December 12, 2022 Terms of Service, and stated in bold: "Your continued use of Lyft will confirm that you have reviewed and agreed to our updated Terms of Service and Privacy Policy." Plaintiff affirmatively accepted the December 12, 2022 Terms of Service on January 9, 2023 and on January 24, 2024.

Since plaintiff created her Lyft user account and accepted Lyft's Terms of Service, she has used the Lyft platform to request and/or purchase rideshare services on 416 different occasions, including the May 3, 2023 ride that is the subject of this lawsuit. Of those 416 rides, 313 occurred after the accident, and 17 occurred after filing suit against Lyft on April 11, 2024.

Plaintiff could not have requested or purchased those rideshare services without affirmatively consenting to the Terms of Service.

Lyft states that this process of consent is identical to the process normally endorsed by this Court (*see Mejia v Linares*, 219 AD3d 1251 [1st Dept 2023]).

There is "a strong federal policy favoring arbitration as an alternative means of dispute resolution" (*Hartford Accident & Indem. Co. v Swiss Reinsurance Am. Corp.*, 246 F3d 219, 226 [2d Cir 2001]). New York policy similarly favors arbitration, viewing it as a means of "conserving the time and resources of the courts and the contracting parties" (*Wu v Uber Techs., Inc.*, 78 Misc 3d 551, 566 [Sup Ct, NY County 2022] [internal quotation marks and citation omitted], *affd* 219 AD3d 1208 (2023), *affd*, 43 NY3d 288 [2024]). The FAA provides that "[a] written provision in ... a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction ... shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract" (9 USC § 2). There is no dispute that the FAA applies to the Arbitration Agreement.

Here, Lyft made a prima facie showing of entitlement to compel plaintiff to arbitrate her claims against Lyft, by submitting evidence that plaintiff electronically signed a contract with Lyft, which included an arbitration agreement, by clicking a checkbox and button that confirmed that she reviewed and consented to the terms (*see Wu v Uber Techs., Inc.*, 219 AD3d 1208 [1st Dept], *affd* 43 NY3d 288 [2024]). Recently, various New York trial courts have considered and enforced Lyft's mutual arbitration provision under facts similar to those presented here (*Samuel v Islam*, 233 AD3d 632, 632 [1st Dept 2024]; *Berroa v Nasimov*, 83 Misc 3d 1246[A], [Sup Ct

Kings Cty 2024]; *Freeman v MTM Fuel Servs., Inc.*, 2023 WL 8280553, 2023 NY Misc LEXIS 25998 [Sup Ct, Bronx Cty 2023]).

Plaintiff opposes the motion on the ground that the printed version of the Terms of Service submitted by Lyft is inadmissible and unenforceable due to its inaccurate representation of how the Terms of Service appeared on plaintiff's phone. Plaintiff claims that the Terms of Service as it appeared on the phone violated CPLR 4544 in having a font size significantly smaller than 8 points, that it was significantly smaller than the copy submitted by Lyft, and that the version of Terms of Service on the phone was not reasonably conspicuous. Plaintiff argues that Lyft should be required to provide evidence that accurately represents how the Terms of Service appeared on the plaintiff's device since, without such evidence, the printed Terms of Service fails to meet the standards for admissibility of electronic evidence in New York courts and should not be enforceable as a contract.

Plaintiff submits a screenshot of the Terms of Service on her phone dated January 22, 2024.

> PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND LYFT CAN BE BROUGHT (SEE SECTION 17 BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.
> By entering into this Agreement, and/or by using or accessing the Lyft Platform, you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM OR ANY OF THE SERVICES PROVIDED THROUGH THE LYFT PLATFORM.

> If you use the Lyft Platform in another country, you agree to be subject to Lyft's terms of service for that country.
>
> I agree

(NYSCEF 67).

"I agree" is within a blue box. The section reading (SEE SECTION 17 BELOW) is in blue.

Lyft, in its reply, submits the December 12, 2022 Terms of Service as it appeared on plaintiff's phone on January 9, 2023 and January 24, 2024. It is the same as the one plaintiff submits and includes "I agree" in a blue box. At the very top of Lyft's exhibit, in a blue box, is stated "Before you can proceed you must read and agree to Lyft's Terms of Service" (NYSCEF 88). The second paragraph of the Terms of Service reads "SEE SECTION 17 BELOW" in blue. McCachern affirms that is a hyperlink which takes the reader directly to section 17, the arbitration provision (*id.*).

Under CPLR 4544, the portion of any printed contract or agreement involving a consumer transaction where the print is not clear and legible or is less than 8 points in depth or five and one-half points in depth for upper case type may not be received in evidence in any proceeding. Plaintiff claims that Lyft's Terms of Service is not enforceable, because the Terms of Service as presented on her mobile device had a font size smaller than 8 points.

Plaintiff does not present evidence pertaining to the size of the font. Also, CPLR 4544 is not applicable here, as such provision pertains to "printed" contracts and the Terms of Service appears for the user on a mobile screen where a user can "zoom in" to increase the font size (*see Harrison v Revel Transit Inc.* (2022 NY Slip Op 30430[U] [Kings Cty 2022]; *Miller v Revel Transit Inc.*, 2022 NY Slip Op 34004[U], *4 [Sup Ct, NY County 2022]). In addition, part of the arbitration clause, as shown above, is in "upper case type" and, therefore, the font only needed to be "five and one-half points in depth" which plaintiff fails to dispute was satisfied in this case.

Plaintiff further argues that the Terms of Service is unenforceable, because she never saw the arbitration clause in the Terms of Service and was unaware of the meaning of the term "arbitration" or what such a process entails. She says that she did not have the education or training to comprehend the meaning and consequences of the arbitration clause Lyft seeks to enforce against her. She further avers that Lyft's app interface never made her aware she was purportedly surrendering her Seventh Amendment rights.

A party is not excused from an agreement that he or she executed or otherwise agreed to by reason of alleged inability to read it (*Huang v Chen,* 182 AD2d 600, 600 [1st Dept 1992]; *see Kai Peng v Uber Techs,* 237 F Supp 3d 36, 49 [ED NY 2017]; *Fteja v Facebook, Inc.*, 841 F Supp 2d 829, 839 [SD NY 2012] ["Failure to read a contract before agreeing to its terms does not relieve a party of its obligations under the contract"]). In addition, Lyft shows that the arbitration provision is clearly stated (*see Tsadilas v Providian Natl Bank*, 13 AD3d 190, 190 [1st Dept 2004]).

Plaintiff cites *Applebaum v Lyft, Inc.* (263 F Supp 3d 454 [SD NY 2017]), where the court found that Lyft's Terms of Service was not reasonably conspicuous due to font and presentation. In that case there was no requirement that the plaintiff click on the hyperlink to view the Terms of Service before proceeding (*id.* at 458). The court in *Applebaum* found that "where, as here, there is no evidence that the [mobile application] user had actual knowledge of the agreement, the validity of the ... agreement turns on whether the [application] puts a reasonably prudent user on inquiry notice of the terms of the contract" (*id.* at 465 [internal citation omitted]). Finding that the hyperlink was inconspicuous, and that the signup screen did not indicate that there were contractual terms for the consumer to review, the court concluded that a reasonable consumer would not have understood that he or she had agreed to the terms of

service (*id.* at 467-468). The court further found that reasonably prudent consumer would not have been on inquiry notice of defendant's terms of service where the user could proceed without clicking on the hyperlink containing such terms (*id.* at 466)

In this case, however, plaintiff could not proceed without clicking on the hyperlink. The process by which plaintiff assented to the Terms of Service provided her reasonable notice of the terms of the operative agreements (*see O'Callaghan v Uber Corp. of California,* 2018 WL 3302179, at *8, 2018 US Dist LEXIS 112021[SD NY 2018] [distinguishing *Applebaum*]). An online agreement that users agree to by clicking a button or checking a box that reads "I agree" puts the user on inquiry notice of a contract's terms, including an agreement to arbitrate (*see Weissman v Revel Transit, Inc.*, 217 AD3d 430, 430-431 [1st Dept 2023]; *Castro v Jem Leasing, LLC*, 214 AD3d 475, 476 [1st Dept 2023]).

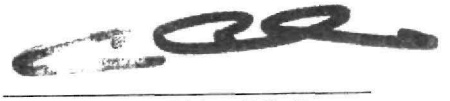
Plaintiff raises objections under CPLR 4518 (a), which provides that an electronic record "shall be admissible in a tangible exhibit that is a true and accurate representation of such electronic record." Plaintiff does not show that the tangible exhibits are not true and accurate representations of the electronic records.

Based upon the above, it is

ORDERED that the motion by defendant Lyft, Inc. to compel arbitration is granted and this action is stayed, except for an application to vacate or modify said stay; and it is further

ORDERED that plaintiff Sofia Gonzalez shall initiate arbitration within thirty days of this Court's instant order.

Dated: January 16, 2026



Christopher Chin, J.S.C.

HON. CHRISTOPHER CHIN
J.S.C.