Modelo público de José Polanco (@josepolancoreal). Si Uber te desactivó, envíales esta carta para empezar el arbitraje. Cópiala y cambia los datos y los hechos por los tuyos.

Fuente: josepolancoreal.reels-explicativos.workers.dev/arbitraje-uber

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NOTICE OF DISPUTE AND INTENT TO INITIATE ARBITRATION

DATE: 09/09/2026

VIA CERTIFIED MAIL / LEGAL NOTICE EMAIL

TO:
Uber Technologies, Inc.
Attn: Legal Department – Dispute Resolution
1515 3rd Street
San Francisco, CA 94158

DEMANDING PARTY (DRIVER):

Full Name: tu nombre Aqui

Phone Number: Tu teléfono aquí

Email Associated with Uber Account: tu email

Driver Operating Area: el estado y la ciudad dónde trabajas

SUBJECT: Formal Notice of Dispute – Unlawful Account Deactivation & Demand for Immediate Reinstatement and Damages

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1. STATEMENT OF CLAIM & CHRONOLOGY OF FACTS

This letter serves as formal written notice under the Arbitration Provision of the Uber Platform Access Agreement that I am initiating a dispute regarding the wrongful and arbitrary deactivation of my Driver and Rider accounts based on unsubstantiated allegations.

- **Initial Account Hold (July 10, 2026):** On July 10, 2026, at 9:44 PM, I received written notification from Uber Trust & Safety informing me that my driver account was placed on hold due to an alleged safety report concerning a prior trip.

- **Subsequent Deactivation (July 21, 2026):** On July 21, 2026, at 9:03 AM, Uber issued a final notification stating that my account had been permanently deactivated due to alleged safety violations and Community Guideline breaches, specifically referencing a trip dated December 15, 2024.
- **Unsubstantiated Allegations:** I categorically deny any allegations of misconduct, sexual assault, violence, or harassment. These claims are completely false, unverified, and unsupported by facts.
- **Availability of Dashcam Evidence:** I maintain full, unedited dual-lens HD dashcam video footage covering all trips during the relevant period and week. I am fully prepared and willing to provide this video evidence immediately to demonstrate my complete innocence and proper conduct throughout all trips.
- **Denial of Due Process:** Uber's Trust and Safety team summarily terminated my earnings access without conducting a fair or transparent investigation, failing to request or review my available video evidence, and denying me a meaningful opportunity to present counter-evidence (such as GPS telemetry, dashcam footage, or trip logs).
- **Impact on Livelihood:** Uber's reliance on unverified third-party claims has caused direct financial harm, loss of daily income in New York, reputational damage, and severe emotional distress.

2. LEGAL AND CONTRACTUAL CLAIMS

I intend to submit claims in binding arbitration before the American Arbitration Association (AAA) or National Arbitration and Mediation (NAM) for:

- **Breach of Contract & Breach of the Implied Covenant of Good Faith and Fair Dealing.**
- **Tortious Interference with Economic Advantage & Loss of Earnings.**
- **Defamation / Injury to Professional Reputation** resulting from false internal recordkeeping of sexual misconduct allegations without reasonable due diligence.

3. REMEDIES DEMANDED (SETTLEMENT OFFER)

To resolve this dispute prior to formal filing with an arbitration provider, I demand:

- **Immediate Reinstatement:** Full restoration of my Uber Driver and associated Rider accounts in good standing.

- **Expungement:** Removal of all false safety reports and misconduct flags from my driver profile.
- **Compensatory Damages:** Full compensation for lost earnings from July 10, 2026, through the date of full account reinstatement, based on average weekly gross earnings prior to suspension.

4. DEMAND FOR PRESERVATION OF EVIDENCE (SPOLIATION NOTICE)

Uber Technologies, Inc. is hereby directed to preserve all electronic records, support interaction logs, raw GPS data, rider profile notes, and communications related to trip date December 15, 2024, as well as account status notices dated July 10, 2026, and July 21, 2026. Failure to preserve these records will result in spoliation sanctions during arbitration.

5. NEXT STEPS

If this dispute is not resolved within **30 calendar days** of receipt of this notice, I will formally file a Demand for Arbitration with the AAA or NAM and seek all available legal remedies, statutory damages, and administrative costs.

Sincerely,

_____

Tu nombre aqui y la firma arriba

Plantilla de ejemplo. No es asesoría legal.