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7 *ATTORNEYS FOR PLAINTIFFS JANE ROE*
 8 *CL 4 THROUGH 6*

9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**
 11 **SAN FRANCISCO DIVISION**

12 JANE ROES CL 4 through 6,

13 *Plaintiffs,*

14 v.

15 UBER TECHNOLOGIES, INC., a
 16 Delaware Corporation; RAISER, LLC, a
 17 Delaware Limited Liability Company;
 18 RAISER-CA, LLC, a Delaware Limited
 19 Liability Company; and DOES 1 through
 20 50, Inclusive,

21 *Defendants.*

CASE NO. _____

12 **COMPLAINT FOR DAMAGES**
 13 **AND DEMAND FOR JURY**
 14 **TRIAL**

- 15 1. General Negligence
- 16 2. Common-Carrier Negligence
- 17 3. Negligent Hiring, Retention,
and Supervision
- 18 4. Negligent Failure to Warn
- 19 5. Vicarious Liability for the
Torts of Uber Drivers
- 20 6. Strict Product Liability –
Failure to Warn

1 **INTRODUCTION**

2 1. Plaintiffs, by and through their attorneys of record, makes the following Complaint
3 against Defendants Uber Technologies, Inc. (“Uber Tech”), a Delaware Corporation with its
4 principal place of business in San Francisco, California; Raiser, LLC (“Raiser”), a Delaware
5 Limited Liability Company with its principal place of business in San Francisco, California;
6 Raiser-CA, LLC (“Raiser-CA”), a limited liability company with its principal place of business
7 in San Francisco, California, and Does 1 through 50 (collectively, “Uber”), inclusive, alleging as
8 follows.

9 **NATURE OF THE ACTION**

10 2. Uber is a transportation company headquartered in San Francisco, California.
11 Beginning in 2009, Uber created a transportation system that has been implemented around the
12 world, including across the entire United States.

13 3. Passengers pay Uber a fee in exchange for safe passage to their destination. Uber’s
14 public representations claim that “safety is our top priority” and “it is our goal to make every ride
15 safe, comfortable, and reliable.” But Uber’s priority is not passenger safety. Profits are Uber’s
16 priority. As a result, passengers, such as Plaintiffs, continue to be attacked by sexual predators
17 driving for Uber.

18 4. As early as May 2013, Uber became aware that Uber drivers were sexually assaulting
19 and raping passengers. Since as early as May 2013, sexual predators driving for Uber have
20 continued to sexually assault, harass, falsely imprison, kidnap, physically assault, and commit
21 acts of sexual misconduct against Uber’s passengers. Complaints to Uber by passengers attacked
22 by Uber drivers, combined with subsequent criminal investigations by law enforcement, clearly
23 establish that Uber has been fully aware of these continuing attacks by sexual predators driving
24 for Uber.

25 5. Uber’s response to this sexual predator crisis amongst Uber drivers has been
26 appallingly inadequate. Uber continues to hire drivers without performing adequate background
27 checks. Uber continues to allow drivers who sexually assault passengers or engage in sexual
28 misconduct directed at passengers to keep driving for Uber. And, perhaps most importantly,

1 Uber has failed to adopt and implement reasonable procedures designed to protect the safety of
2 its passengers. Consequently, Uber passengers continue to be the be sexually victimized by Uber
3 drivers every hour.

4 6. Corporate decision-making with respect to passenger safety issues is centered at
5 Uber's corporate headquarters in San Francisco. Decisions with respect to the vetting of Uber
6 drivers and the supervision of Uber driver's vis a vis the safety of its passengers are made and
7 implemented in its San Francisco, California headquarters.

8 **PARTIES**

9 7. Plaintiff, JANE ROE CL 4, is over the age of 18 and is a resident of Hawaii, where
10 the incident occurred.

11 8. Plaintiff, JANE ROE CL 5, is over the age of 18 and is a resident of Illinois, where
12 the incident occurred.

13 9. Plaintiff, JANE ROE CL 6, is over the age of 18 and is a resident of Illinois, where
14 the incident occurred.

15 10. Defendant Uber Tech is a Delaware corporation with its corporate headquarters,
16 principal office, and principal place of business at 1515 3rd Street, San Francisco, San Francisco
17 County, California, 94158. Defendant Uber Tech may be served with process through its
18 registered agent for service of process, CT Corporation System, located at 330 North Brand
19 Boulevard, Suite 700, Glendale, California, 91203.

20 11. Defendants Raiser and Raiser-CA are Delaware limited liability companies. Upon
21 information and belief, Raiser is a wholly owned subsidiary of Uber Tech. Raiser and Raiser-CA
22 maintain their corporate headquarters, principal office, and principal place of business at 1515
23 3rd Street, San Francisco, California, 94158.

24 12. The true names and capacities, whether individual, plural, corporate, partnership,
25 associate, or otherwise, of Does 1 through 50, inclusive, are unknown to Plaintiffs who therefore
26 sue said Defendants by such fictitious names. The full extent of the facts linking such fictitiously-
27 sued Defendants are unknown to Plaintiffs. Plaintiffs are informed and believe, and thereon
28 allege, that each Defendant designated herein as a Doe was, and is, negligent, or in some other

1 actionable manner, responsible for the events and happenings hereinafter referred to, and thereby
2 negligently, or in some other actionable manner, legally caused the hereinafter described injuries
3 and damages to Plaintiffs. Plaintiffs will hereafter seek leave of the Court to amend this
4 Complaint to show the Defendants' true names and capacities after the same have been
5 ascertained.

6 13. Plaintiffs are informed and believe and on that basis allege, that at all times herein
7 mentioned, each of the Defendants herein was the agent, servant, licensee, employee, assistant,
8 consultant, or alter ego, of each of the remaining Defendants, and was at all times herein
9 mentioned acting within the course and scope of said relationship when Plaintiffs were injured as
10 set forth herein.

11 14. Plaintiffs are informed and believe that each and every Defendant, when acting as a
12 principal, was negligent in the selection, hiring, supervision or retention of each and every other
13 Defendant as an agent, servant, employee, assistant, or consultant. Plaintiffs are further informed
14 and believe, and thereon allege, that at all times herein mentioned, each business, public entity or
15 corporate employer, through its officers, directors, supervisors and managing agents, and each
16 individual Defendant, had advance knowledge of the wrongful conduct, psychological profile,
17 and behavior propensity of said agents, servants, licensees, employees, assistants, consultants,
18 and alter egos, and allowed said wrongful conduct to occur and continue to occur, thereby
19 ratifying said wrongful conduct and, after becoming aware of their wrongful conduct, each
20 public entity, and corporate Defendant by and through its officers, directors, supervisors and
21 managing agents, and each individual Defendant, authorized and ratified the wrongful conduct
22 herein alleged.

23 15. Defendants are liable for the acts of each other through principles of respondeat
24 superior, agency, ostensible agency, partnership, alter-ego, and other forms of vicarious liability.

25 16. In the instance of the sexual assault described below, the Uber driver who perpetrated
26 the assault described herein was an agent, servant, and employee of Uber.

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1 **JURISDICTION & VENUE**

2 17. Subject matter jurisdiction is proper under 28 U.S.C. 1332(a). The amount in
3 controversy exceeds \$75,000. Plaintiffs are residents and domiciled in the State of Arizona,
4 Illinois, Tennessee, and Virginia. Defendant Uber Tech is incorporated in Delaware and
5 maintains its principal place of business in San Francisco, California. Defendants Raiser and
6 Raiser-CA are California-based limited liability companies. Therefore, all parties are diverse.

7 18. Personal jurisdiction over Uber is appropriate because Uber Tech, Raiser, and Raiser-
8 CA have their principal places of business in California and intentionally avail themselves of the
9 benefits and protection of California law such that the exercise of jurisdiction by the California
10 courts is consistent with traditional notions of fair play and substantial justice.

11 19. Venue is proper under 28 U.S.C. § 1391(b)(1) as Defendants reside in this district.

12 20. Plaintiffs additionally exercise their right under Uber’s terms of service to bring and
13 litigate claims of sexual assault in a competent jurisdiction of their choosing.¹

14 **FACTUAL ALLEGATIONS**

15 21. Uber was founded in or around 2009, originally as UBERcab. In 2011, Uber launched
16 its mobile application in San Francisco, California and changed its name to Uber Technologies,
17 Inc.

18 22. In May 2019, Uber became a public company via an initial public offering. As of
19 2019, Uber controlled approximately 67% of the ride-sharing market in the United States. Uber’s
20 mobile application is currently available in 72 countries and in over 10,000 cities worldwide.

21 23. Uber designs, manufactures, produces and distributes a smart phone application
22 (“Uber App”) available to anyone to download onto a smart phone. First, a customer, using the
23 Uber App, requests a ride in a motor vehicle. The Uber App matches the customer with an Uber
24 driver, who is then dispatched to pick up the customer and drive them to their destination. Uber
25 controls every aspect of the financial transaction for each passenger trip between the customer,
26 Uber, and the driver. Uber establishes the rate for a given ride by performing a calculation based
27

28 ¹ Uber, *U.S. Terms of Service*, <https://www.uber.com/legal/en/document/?name=general-terms-of-use&country=united-states&lang=en>, Section 2(5)b. (last visited Sept. 12, 2023).

1 upon the location information from the GPS-enabled mobile device and the destination. Uber
2 drivers may not negotiate fares. Uber receives the customer fare by charging a standardized fee
3 to the credit card that the customer provides to Uber when registering his or her personal
4 information on the Uber app. Uber pays the Uber driver's portion of the fare to the driver. Uber
5 retains a portion of every fare paid. Neither drivers nor riders are charged a fee to download the
6 Uber App or a monthly subscription fee; instead, Uber's sole revenue source is fees from rides
7 given.

8 24. The Uber App is a product designed, patented, and distributed by Uber in San
9 Francisco, California. It is a product designed and intended to connect riders looking for
10 transportation to drivers. The Uber App processes payments for rides, tracks the rides, and acts
11 as a platform for Uber drivers to be connected to passengers.

12 25. As detailed below, Uber's business model is predicated upon having a large pool of
13 available drivers in a given city in order to provide rides to as many customers as possible in as
14 short a time as possible. In simpler terms, Uber only cares about growth because that is how
15 Uber makes money for its officers and investors. Uber focuses on growth to the detriment of
16 important public safety measures including, but not limited to, requiring cameras in Uber
17 vehicles, conducting robust background checks on drivers, suspending drivers accused of
18 sexually assaulting passengers, and/or committing an act of sexual misconduct towards a
19 passenger, providing Uber drivers with proper training, making Uber passengers aware of the
20 sexual violence epidemic on the Uber platform, and other common sense safety measures.

21 **UBER'S FINANCIAL MODEL**

22 26. The key to Uber's business model is to have as many Uber drivers on the road as
23 possible. To achieve this, Uber endeavors to have as many new Uber drivers on the road as
24 possible by soliciting and retaining thousands of non-professional drivers. The more Uber drivers
25 and Uber rides, the more money Uber makes. Unfortunately, careful and adequate screening
26 processes and driver supervision would result in fewer drivers and lower profits. Uber employs
27 its drivers in traditional at-will relationships, in which Uber has the discretion to fire its drivers
28 for any reason and at any time.

1 27. Uber has a high turnover among its drivers because they are not well paid and often
2 move on to other jobs. As a result, and to keep the number of drivers on the road at a maximum
3 level, Uber’s business model and driver enrollment process is designed to accept as many new
4 drivers as possible. Unfortunately, Uber, including Uber’s officers, directors and/or managing
5 agents, prioritizes profits over passenger safety.

6 28. Uber’s goal of dominating the ridesharing market has been a success because Uber
7 ignores licensing laws and disregards customer safety. While taxi and limousine companies must
8 comply with licensing laws and vehicle and consumer safety protections, Uber openly and
9 intentionally disregards long-standing legal and regulatory authorities in nearly every U.S. city in
10 which it operates. Without the costs of complying with legal and safety requirements and taking
11 necessary precautions to ensure consumer protection, Uber has become dominant in the market
12 in a fraction of the time it would have taken had Uber done things properly and safely for its
13 passengers. Uber’s model of “profits over safety” is the cornerstone of its market dominance.

14 29. As a result of prioritizing profits over passengers, Uber, at the direction of Uber’s
15 officers, directors and/or managing agents, has made deliberate decisions to adopt inadequate
16 initial screening procedures, inadequate safety monitoring, and has failed to warn customers of
17 the dangers of riding with Uber.

18 30. Uber has falsely marketed itself as a safer, better alternative to other methods of
19 transportation, particularly targeting young, intoxicated women and late-night riders with false
20 representations that it enforces state-of-the-art safety policies and procedures.

21 31. Additionally, Uber markets itself as the best transportation option after a night of
22 drinking. In fact, Uber commissioned a report with Mothers Against Drunk Driving (“MADD”)
23 wherein it declared that “When empowered with more transportation options like Uber, people
24 are making better choices that save lives.”² Uber urged that, “Uber and MADD are working
25 toward a world where a safe ride is always within reach and where drunk driving is a thing of the
26 past.”³ Uber has also partnered with alcohol sellers touting itself as the safe option for arriving

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28 ² Uber Blog, Making Our Roads Safer – For Everyone, [http://web.archive.org/web/20171004001236/
https://www.uber.com/blog/making-our-roads-safer-for-everyone-2/](http://web.archive.org/web/20171004001236/https://www.uber.com/blog/making-our-roads-safer-for-everyone-2/) (last visited Aug. 3, 2023).

³ *Id.*

1 home when intoxicated, such as its promotional campaign with Budweiser, suggesting that one
2 can “get home safe” after drinking with a free Uber ride.⁴

3 32. What Uber does not make clear to its users, particularly young women and men who
4 have been drinking, is that by choosing to ride with Uber after drinking, they are putting
5 themselves at risk of sexual assault at the hands of sexual predators who drive for Uber.

6 33. Uber, including Uber’s officers, directors and/or managing agents, became aware that
7 Uber drivers were sexually assaulting and raping customers. At least as early as May 2013,
8 sexual predators driving for Uber have continued to commit acts of sexual assault and
9 misconduct against Uber’s female passengers. At least as early as May 2013, Uber, including
10 Uber’s officers, directors and/or managing agents, has known about the ongoing sexual assaults
11 and misconduct by Uber drivers upon Uber customers. Complaints to Uber by customers who
12 have been attacked by Uber drivers, combined with subsequent criminal investigations by law
13 enforcement, clearly establish that Uber, including Uber’s officers, directors and/or managing
14 agents, has been fully aware of these continuing attacks by sexual predators driving for Uber.

15 34. Uber’s response to this sexual predator crisis amongst Uber drivers has been
16 appallingly inadequate. Uber, at the direction of Uber’s officers, directors and/or managing
17 agents, continues to hire drivers without performing adequate background checks. Uber
18 continues to allow drivers who have prior complaints of sexual violence lodged against them to
19 keep driving for Uber. And, most importantly, Uber, at the direction of Uber’s officers, directors
20 and/or managing agents, has failed to adopt and implement reasonable driver monitoring
21 procedures including video surveillance designed to protect the safety of its passengers. As a
22 result, Uber’s passengers continue to be victims of sexual violence by Uber drivers.

23 **UBER’S INADEQUATE DRIVER SCREENING**

24 35. Uber employs its drivers through the Uber application, where the driver applicant
25 merely has to download the Uber App onto his or her smartphone.

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28 ⁴ Simon Gwynn, Budweiser partners with Uber for biggest responsible drinking campaign to date,
<https://www.campaignlive.co.uk/article/budweiser-partners-Uber-biggest-responsible-drinking-campaign-date/1417545> (last visited Aug. 2, 2023).

1 36. Even today, the hiring of Uber drivers occurs without any real screening. Potential
2 Uber drivers merely fill out a form online. There is no interview either in person or through
3 online platforms such as Skype or Zoom. There is no biometric fingerprinting or fulsome
4 criminal background checks. There is no verification that the social security numbers and other
5 personal identification numbers submitted through the application process do, in fact, belong to
6 the applicants. Uber does not verify vehicle ownership, conduct physical vehicle inspections,
7 require applicants to pass road vehicle tests or vision and hearing exams, or require applicants to
8 attend any training classes on safe driving skills. Uber does not require applicants to attend any
9 training class or review any training materials about how to safely use mobile apps such as the
10 Uber App while driving. There has been no sexual assault training. Almost all online applicants
11 become drivers.

12 37. Uber fails to engage investigators to perform ongoing audits of current drivers'
13 applications and information to weed out any inaccurate, outdated or forged information or
14 criminal convictions occurring since the driver applied with Uber.

15 **UBER'S BACKGROUND CHECKS ARE DEFICIENT**

16 38. As noted above, to focus on growth, Uber needs as many drivers as possible on the
17 road so that passengers do not have to wait for rides. To increase the number of drivers, Uber
18 relies on a background check system that is designed to get drivers approved as quickly as
19 possible. By focusing on growth, Uber has opted to not implement simple and common-sense
20 safety measures, despite being aware of the rampant sexual violence occurring on its platform.
21 As a result, Uber utilizes a background-check system designed to get drivers approved as quickly
22 and conveniently as possible.

23 39. Uber fails to conduct adequate background checks and screening of its drivers. Uber
24 does not fingerprint its drivers. Uber does not run the applicant drivers against all available U.S.
25 public databases. Uber does not perform international background checks.

26 40. Uber generally does not perform driver background checks. Instead, Uber outsources
27 the checks to a third-party vendor that actually limits the scope and extent of those background
28 checks and does not verify that the information provided by the applicant is accurate or

1 complete. The background checks conducted by private companies for Uber do not require any
2 fingerprinting. Neither Uber nor the third-party vendors it uses for background checks verify that
3 the information provided by applicants is accurate or complete.

4 41. For example, Uber hired Hirease, Inc. to do its background checks.⁵ Hirease brags
5 that it can vet drivers within 36 hours. To have such a short turnaround, Uber eschewed industry
6 standards used by other taxi companies and livery services. For example, Uber abandoned
7 fingerprinting — which takes weeks — and running applicant drivers against FBI records. These
8 shortcuts might have led to growth for Uber, but they also put people, including Plaintiffs, in
9 danger because Uber was matching men and women with improperly screened drivers.

10 42. Name-based background checks, on the other hand, are limited and not easily shared
11 among the appropriate authorities. These criminal background checks are based only upon
12 records from county courthouses, which are not linked to each other and typically do not go back
13 past seven years. Because the FBI database is not accessed, Uber's background check does not
14 include a true national search, making these searches incomplete, limited and inaccurate.

15 43. Name-based background checks present systematic, fundamental problems. First,
16 there is no way to positively identify a person via a biometric indicator, increasing the likelihood
17 of fraud. Likewise, because names, addresses and birthdays are not unique, the likelihood of
18 false positives (a person linked in error with another's record) and false negatives (someone
19 getting cleared when they should not) are greatly increased. For example, if an individual
20 changes her name, or for some other reason has a criminal history under a different name, the
21 name-based checks can miss the individual's criminal history.

22 44. Uber has refused to adopt fingerprint-based biometric checks and has in fact spent
23 millions of dollars lobbying against local regulations requiring these checks.

24 45. Uber lobbies state and local governments to limit what is required with respect to
25 driver background checks. Uber also lobbies local government entities to continue allowing Uber
26 to perform its own limited background checks of its driver applicants and resists any requirement

27 ⁵ Mike Isaac, Uber's System for Screening Drivers Draws Scrutiny, The New York Times, Dec. 9, 2014 (available
28 at <https://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-comes-under-scrutiny.html>.)

1 that the municipalities perform the more stringent screening which they perform for traditional
2 taxi drivers.

3 46. Uber has successfully persuaded lawmakers in several states to limit the scope of the
4 background check requirements for its drivers. As a direct result of Uber's lobbying efforts, Uber
5 largely self-enforces hiring standards for their drivers.

6 47. Despite Uber's aggressive advertising to passengers that "Your safety is important"
7 and "Safety is our top priority," as described below, Uber's background check process is
8 designed for speed, not safety. In refusing to adopt reasonable safety procedures and more robust
9 driver screening, Uber makes clear that its priority is profit, not passenger safety.

10 48. The application process to become an Uber driver is simple, fast, and designed to
11 allow the company to hire as many drivers as possible while incurring minimal associated costs.
12 Uber lobbied for and implemented a less robust hiring process knowing it would be at the
13 expense of passenger safety.

14 **UBER'S SECURITY MEASURES ARE ALSO DEFICIENT**

15 49. As noted above, Uber's driver application, intake, and background check procedures
16 are deficient. Uber also refuses to adopt common-sense security measures including, but not
17 limited to, installing cameras in Uber vehicles, properly training its drivers, allowing female
18 passengers to elect a female driver, adopting a zero-tolerance sexual assault policy, and
19 informing passengers of the sexual violence epidemic occurring on its platform.

20 50. Uber refuses to require cameras in all rides. Video surveillance would deter acts of
21 sexual assault and sexual misconduct. Moreover, video surveillance would assist law
22 enforcement in the investigation and prosecution of drivers who rape, assault, or otherwise
23 sexually victimize passengers. Video surveillance would also allow victimized passengers to
24 corroborate their allegations.

25 51. Uber also refuses to allow female passengers to choose female drivers. Such an
26 option would provide Uber's female passengers with sufficient autonomy to choose a female
27 driver according to their preferences. Because the majority of sexual assaults and acts of
28 misconduct on the Uber platform are perpetrated by male drivers, the ability to elect a female

1 driver would significantly reduce the likelihood of sexual assault and misconduct on the Uber
2 platform.

3 52. Uber, including Uber’s officers, directors and/or managing agents, does not require
4 non-harassment training. Uber does not adequately investigate customer complaints of sexually
5 inappropriate behavior or serious sexual assaults. Uber does not employ experts dedicated to
6 investigating complaints of a violent or sexual nature made against its drivers. Upon information
7 and belief, Uber coaches its employees responsible for investigating sexual violence incidents to
8 place Uber’s interests ahead of passenger safety.⁶

9 53. To Plaintiff’s knowledge, Uber does not bar registered sex offenders or individuals
10 with rape convictions, or other acts of sexual misconduct, (at any point in the past) from
11 becoming Uber drivers. Notwithstanding Uber’s history of hiring sexual predators who have
12 assaulted Uber passengers, Uber does nothing to warn its passengers about the serious and real
13 danger of being sexually assaulted by an Uber driver.

14 54. Uber is and has been aware that its security and screening processes are insufficient to
15 prevent dangerous and violent applicants from successfully registering as Uber drivers. Uber has
16 not implemented effective policies to address how Uber drivers should deal with or interact with
17 passengers incapacitated due to intoxication. As a result, Uber has fostered an environment in
18 which sexual predators can thrive and go unchecked.

19 55. Uber does not have a zero-tolerance policy for sexual assault or misconduct and has
20 allowed drivers who have been reported for behavior that threatened the safety of its passengers
21 to continue driving. Upon information and belief, Uber has continued to let sexual predators
22 drive and interact with vulnerable members of the public after Uber has received reports of
23 sexual assaults or misconduct by these predatory drivers. In many instances, Uber has allowed
24 sexual predators to continue driving after Uber learned of the assaults or misconduct committed
25 by those drivers.

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28 ⁶ Greg Bensinger, “When rides go wrong: How Uber’s investigations unit works to limit the company’s liability,”
The Washington Post, Sept. 26, 2019 (available at <https://www.washingtonpost.com/technology/2019/09/25/ubers-investigations-unit-finds-what-went-wrong-rides-its-never-companys-fault/>) (last visited Aug. 2, 2023).

1 56. Uber's corporate management, including Uber's officers, directors and/or managing
2 agents, has failed to implement the most basic and rudimentary procedures for the proper
3 investigation of sexual assaults or misconduct that are reported in their vehicles.

4 57. Corporate decision-making with respect to passenger safety is centered at Uber's
5 corporate headquarters in San Francisco, California. Corporate decision-making with respect to
6 policies and procedures for training and supervising drivers regarding sexual assault are centered
7 at Uber's corporate headquarters in San Francisco, California. Corporate decision-making with
8 respect to how Uber handles reports of sexual assault and misconduct is centered at Uber's
9 corporate headquarters in San Francisco, California. Corporate decision-making and corporate
10 instructions to Uber employees about refusing to cooperate with law enforcement investigating
11 assaults and misconduct of their drivers is centered at Uber's corporate headquarters in San
12 Francisco. Decisions with respect to the vetting of Uber drivers and the supervision and non-
13 supervision of Uber drivers, vis a vis the safety of its passengers, are made and implemented in
14 its San Francisco headquarters. Corporate decision-making with respect to Uber's decision not to
15 report sexual assaults or misconduct to law enforcement and other ride sharing companies that
16 employ the assailants is centered at Uber's corporate headquarters in San Francisco. Decisions
17 with respect to the design of the Uber App and implementation of changes with the Uber App
18 that effect passenger safety are made and implemented in its San Francisco headquarters.
19 Corporate decision-making with respect to Uber's policies and procedures to allow reported
20 sexual predators to continue to drive for Uber is centered at Uber's corporate headquarters in San
21 Francisco. Decisions regarding Uber's contract with its customers specifies that the agreement
22 should be governed by California law. The specific officers, directors and managing agents
23 responsible for the policies and procedures guiding Uber are centered at Uber's corporate
24 headquarters in San Francisco, California.

25 **UBER'S FAILURE TO REPORT SEXUAL ASSAULTS**

26 58. Not only has Uber failed to adopt common-sense safety precautions, but Uber has
27 also failed to properly inform the public of the sexual violence epidemic occurring on its
28 platform.

1 59. On or about December 5, 2019, Uber published a 2017-2018 US Safety Report that
2 identified 5,981 instances of sexual assault reported to Uber as having occurred during an Uber
3 ride. Prior to 2019, Uber did not publicly disclose any risk of sexual assault risk to the public.
4 More importantly, Uber, at the direction of Uber's officers, directors and/or managing agents,
5 has continually failed to take any meaningful steps to enact safety measures that would prevent
6 these sexual violence incidents from occurring in the first place.

7 60. But critically, Uber's 2019 disclosure was grossly inadequate. Uber's 2017-2018 US
8 Safety Report adopts a taxonomy that includes ten different categories of sexual assault and
9 eleven categories of sexual misconduct. In sum, Uber adopted a taxonomy of 21 categories that it
10 utilized to catalogue incidents of sexual assault and sexual misconduct. However, Uber chose to
11 not disclose the figures for sexual assault and misconduct for all 21 categories. Instead, Uber
12 only disclosed the figures for five out of 21 categories. The number of sexual incidents in 2017
13 and 2018 is staggering. However, the reality that Uber only released a partial subset of the
14 numbers of sexual assaults and misconduct during this period is flabbergasting.

15 61. According to Uber's inadequate Safety Report, there were 2,936 sexual assaults in
16 2017 alone. That is approximately eight sexual assaults per day that are taking place on the Uber
17 platform. Further, 2,936 incidents of sexual assault only represents a limited portion of the actual
18 number of sexual assaults and misconduct incidents on the Uber platform because Uber only
19 provided data for five out of 21 categories of sexual violence and, as Uber is fully aware, many
20 sexual violence incidents are widely underreported.

21 62. According to Uber's inadequate Safety Report, there are 3,045 sexual assaults in 2018
22 alone. That comes to over eight sexual assaults a day. Again, the numbers Uber released to the
23 public fail to include the other 16 categories of sexual assault and sexual misconduct t reported to
24 Uber.

25 63. On information and belief, Uber's cherry-picking five out of the 21 categories vastly
26 understates the size and scope of Uber's sexual-violence epidemic. The scant numbers Uber has
27 released only do not bear out the size of Uber's sexual-violence epidemic. Despite Uber's
28 knowledge of how pervasive sexual assault and misconduct was and continues to be during Uber

1 rides, Uber markets itself as a safe method of transportation, including for women and including
2 for people who have been drinking. Thus, Uber not only fails to inform its passengers of the
3 ongoing sexual violence epidemic on its platform, but Uber also fails to properly respond to
4 allegations of sexual assault and misconduct.

5 **UBER RESPONDS INADEQUATELY TO RIDE REPORTS OF SEXUAL ASSAULT**

6 64. Uber, at the direction of Uber’s officers, directors and managing agents, refuses to
7 adopt mandatory reporting and report the crimes being committed by Uber drivers on Uber rides
8 to law enforcement agencies. This clearly sends a message to sexual predators that not only will
9 they have access to women in enclosed vehicles, but their attacks on these women will go
10 unreported to law enforcement by Uber.

11 65. Uber riders who report sexual violence to Uber are often left feeling no better off than
12 had they not reported the incident at all. Even if Uber does respond to a report of sexual violence,
13 the response largely follows the same script focusing on “apologizing for the situation,” an
14 ‘investigation,’ and safety. Uber, at the direction of Uber’s officers, directors and managing
15 agents, often does not tell the reporting victim what steps Uber takes in its ‘investigation,’ does
16 not tell the victim if there have been other reports of sexual violence made against this driver,
17 and does not tell the reporting victim what the conclusion of the ‘investigation’ is. Nor does Uber
18 urge victims to report the incident to law enforcement.

19 66. On information and belief, Uber’s ‘investigations’ into reports of sexual violence
20 amount to nothing more than following up with the rider and the driver and checking to see if the
21 driver has any previous complaints against him. Additionally, Uber’s investigators do not have
22 an investigative or law enforcement background, nor are they properly trained in how to deal
23 with victims of sexual violence.

24 67. The results of these ‘investigations’ are not shared with the reporting victim, law
25 enforcement, or other ridesharing companies, which would not only aid in actual law
26 enforcement investigations, but would also ensure that drivers with a history of sexual violence
27 are not allowed to continue driving and assaulting additional future victims.

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UBER’S CONTROL OVER ITS DRIVERS

68. Uber drivers are largely non-professional, untrained individuals who use their own vehicles. Uber employs and engages its drivers, including Plaintiffs’ Uber drivers, in traditional at-will relationships. Uber’s control over its drivers includes, but is not limited to, the following:

- a. Uber has the discretion to fire its drivers for any reason and at any time; that is, Uber maintains the right to discharge its drivers at will, and without cause;
- b. Drivers are not charged a fee by Uber to apply to become employees;
- c. At all times relevant, there was no agreement between Uber and Driver designating Driver as an independent contractor;
- d. Drivers are not charged a fee to download the Uber App or to receive notifications from Uber that customers want rides;
- e. Fare prices for rides are set exclusively by Uber;
- f. Drivers have no input on fares charged to consumers;
- g. Drivers are not permitted to negotiate with consumers on fares charged;
- h. Uber establishes the driver requirements;
- i. Uber establishes the vehicle requirements;
- j. Uber can and does modify charges to consumers; for example, if Uber determines that a driver has taken a circuitous route to a destination;
- k. Uber takes a fee of every ride charged to a consumer, which generally exceeds twenty-five percent of the fare;
- l. Uber retains control over customer-contact information;
- m. Uber controls its drivers’ contacts with its consumer base and considers its consumer list to be proprietary information;
- n. In some instances, Uber controls the hours a driver works;
- o. Drivers are not permitted to answer passenger inquiries about booking future rides outside of the Uber App;
- p. Drivers must abide by a list of regulations to drive for Uber;

1 q. Uber requires its drivers to pick up Uber customers on the correct side of the
2 street;

3 r. Uber forbids its drivers from talking on their cell phones while the drivers are
4 driving customers;

5 s. Uber tracks drivers' speed and braking and sends drivers reports based on how
6 many times the driver had to brake hard;

7 t. Uber drivers are expected to accept all ride requests while they are logged into the
8 Uber App. Uber drivers who reject too many ride requests risk facing discipline,
9 including suspension or termination;

10 u. Uber provides its drivers with and requires them to use and display Uber branding
11 materials in order to make their drivers easily identifiable as Uber drivers; and

12 v. Uber allows its passengers to give feedback on rides they have taken, and rate
13 drivers on a scale from one to five stars. Prior complaints about the driver are not shared
14 with other passengers. Uber passengers are not provided with any background
15 information regarding their driver other than a photograph and other basic information
16 about the vehicle.

17 69. Uber is a common carrier under California law and the common law. As such, Uber
18 owes its passengers the highest degree of care. Consistent with its role as a common carrier, Uber
19 prohibits drivers from refusing to provide services based on race, national origin, religion,
20 gender, gender identity, physical or mental disability, mental condition, marital status, age, or
21 sexual orientation.

22 70. Consistent with its role as a common carrier, Uber expects its drivers to comply with
23 all relevant state, federal, and local laws governing the transportation of riders with disabilities,
24 including the transporting of service animals.

25 71. Consistent with its role as a common carrier, Uber is liable for assaults regardless of
26 whether such acts were committed within the course and scope of employment for Uber.

27 //

1 h. “After the trip - Always here for you - Rapid response - Our specially trained
2 incident response teams are available around the clock to handle any urgent concerns that
3 arise.”

4 74. Uber actively and publicly markets its transportation services to be safe and reliable
5 services. Uber has cultivated an image among its customers of safety and has falsely claimed
6 superiority over public transportation and traditional taxis. Because of aggressive and deceptive
7 marketing, most Uber customers are generally unaware of the real risks associated with Uber
8 rides and continue to believe a ride with Uber is a safer and better alternative.

9 75. Riders, including Plaintiffs, reasonably rely on Uber’s representations and promises
10 regarding safety and security measures. Riders, including Plaintiff, choose to ride with Uber as a
11 result of this reliance.

12 76. In 2014, Uber’s executives in San Francisco started charging Uber passengers an
13 extra \$1 fee for each trip. Uber called this a Safe Rides Fee. When Uber announced the Safe
14 Rides Fee, it told the public that the fee supported Uber’s continued efforts to ensure the safest
15 possible platform for Uber riders and drivers, including an industry-leading background check
16 process, regular motor vehicle checks, driver safety education, development of safety features in
17 the app, and insurance. The Safe Rides Fee was not split with drivers.⁷ Thus, the Safe Rides Fee
18 was pure revenue for Uber. Uber gave hundreds of millions of rides charging the Safe Ride Fee,
19 and made hundreds of millions in revenue from the fee.⁸ But it never earmarked the money for
20 improving safety or spent it on safety.⁹ Instead, Uber pocketed the money while telling the world
21 it was going towards safety. As a former Uber employee told a New York Times reporter, “[w]e
22 boosted our margins saying our rides were safer.” It “was obscene.”¹⁰ The idea for the Safe Rides
23 Fee was crafted by an Uber managing agent. Discovery will reveal the identity of this managing
24 agent.

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27 ⁷ Mike Isaac, *Super Pumped: The Battle for Uber* (2019) (“The drivers, of course, got no share of the extra buck.”).

⁸ *Id.*

⁹ *Id.*

¹⁰ Mike Isaac, *Super Pumped: The Battle for Uber* (2019) (“The drivers, of course, got no share of the extra buck.”).

1 77. In 2016, Uber agreed to pay \$28.5 million to settle a class action lawsuit over its
2 fraudulent marketing of its security screening as “industry-leading.”

3 78. Uber knew its representations and promises about rider safety were false and
4 misleading, yet Uber continued to allow riders to believe in the truth of these representations and
5 promises and continued to profit from the fact that Uber passengers rely on those representations
6 and promises.

7 **UBER IS A MAGNET FOR SEXUAL PREDATORS**

8 79. Uber markets itself as a safe way for people to get around after they have been
9 drinking.

10 80. Over the years, as Uber became more popular, men realized what was going on. They
11 realized that if they became Uber drivers — a process that Uber has deliberately made as easy
12 and as open as possible — they would get to have women, late at night, and sometimes
13 intoxicated, get into their cars, where they would have unsupervised control over them.

14 81. In short, Uber has become a magnet for sexual predators. And these predators have
15 realized there is no pushback from Uber. They have realized that Uber does not supervise them,
16 will not report them to the police, and often will not fire them for sexual assault or misconduct.
17 Uber’s actions and inactions have only emboldened these sexual predators.

18 82. Uber had actual knowledge that its drivers were preying on its passengers and
19 sexually assaulting them at alarming rates. Uber’s operations team “dealt with thousands of
20 misconduct cases every year, including instances of sexual assault.”¹¹ In some instances, Uber
21 learned of the sexual violence from law enforcement. These reports of sexual violence put Uber
22 on actual notice of its sexual violence epidemic.

23 83. Uber attracts sexual predators because it is permeated by a toxic culture that
24 disregards victims of sexual violence. For example:

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¹¹ Issac, *supra* note 7 at 166.

1 a. Uber employees and managing agents started regularly throwing parties at topless
 2 bars, often expensing the trips to Uber’s corporate account.¹² They called it “Tits on
 3 Travis” Kalanick, Uber’s co-founder and Chief Executive Officer (“CEO”).¹³

4 b. At a cocktail and dinner party with journalists in New York City, Emil Michael
 5 attacked journalists who criticized Uber.¹⁴ He was particularly angry with Sarah Lacy
 6 who had, in a recent story, accused Uber of “sexism and misogyny” and had said she was
 7 going to delete her Uber App because she feared for her safety because of Uber’s
 8 drivers.¹⁵ Mr. Michael said that if any woman deleted her Uber App because of Ms.
 9 Lacy’s story and was sexually assaulted, Ms. Lacy “should be held personally
 10 responsible.”¹⁶ He also floated the idea that Uber could spend a million dollars paying
 11 journalists and investigators to dig up dirt on journalists who wrote ill of Uber.¹⁷ He then
 12 attempted to shame Ms. Lacy by suggesting that his hack journalists and investigators
 13 could find lots of dirt regarding Ms. Lacy and her romantic relationship with her
 14 partner.¹⁸ He said Uber could get away with this because “[n]obody would know it was
 15 us.”¹⁹

16 c. Sarah Fowler wrote an explosive blog post detailing the toxic male culture and
 17 misogyny that was rampant within Uber.²⁰ Ms. Fowler articulated, in detail, how female
 18 Uber employees were subjected to sexual harassment and how male Uber employees who
 19 were considered to be high performers could accost women with impunity.

20 84. The actions of Uber’s executives and board members demonstrate both Uber’s
 21 contempt for women and their safety, as well as myopia regarding the sexual violence epidemic

22
 23 ¹² Isaac, *supra* note 7, at 194.

24 ¹³ *Id.*

25 ¹⁴ Ben Smith, Uber Executive Suggests Digging Up Dirt On Journalists, Buzz Feed (Nov. 17, 2014)
<https://www.buzzfeednews.com/article/bensmith/Uber-executive-suggests-digging-up-dirt-on-journalists>

26 ¹⁵ *Id.*

27 ¹⁶ *Id.*; Isaac, *supra* note 7, at 129.

28 ¹⁷ Smith, *supra* note 14.

¹⁸ *Id.*; Isaac, *supra* note 7, at 129.

¹⁹ Smith, *supra* note 14.

²⁰ Susan Fowler, Reflecting on One Very, Very Strange Year at Uber, (Feb. 19, 2017),
<https://www.susanfowler.com/blog/2017/2/19/reflecting-on-one-very-strange-year-at-Uber>.

1 on Uber’s platform. Uber only cares about growth. This culture oozes throughout the company
2 and endangers Uber’s female riders.

3 85. As Uber started receiving bad press relating to sexual violence incidents on its
4 platform, Emil Michael’s comments, and the Sarah Fowler affair, Uber realized it needed to
5 appear to be making changes eradicating its toxic-male culture. So, Uber held a company-wide
6 meeting to announce changes. At the meeting, when Uber announced that it was going to
7 increase its diversity and sensitivity by adding a female board member, David Bonderman,
8 another Uber board member, chimed in, announcing to the company that the addition of a
9 woman to the board meant “it’s much likelier [there will] be more talking on the board.”²¹
10 Uber’s “culture was poisoned from the very top.”²² Indeed, John William Gurley, a longtime
11 Uber board member, a close confidant of Travis Kalanick, Uber’s co-founder, sat on his hands
12 and watched silently as Uber put in place a culture and policies that have hurt many innocent
13 women, like Plaintiffs.

14 86. To try and repair its tattered reputation, Uber hired former Attorney General Eric
15 Holder and his law firm, Covington & Burling LLP, to investigate Uber’s culture and work place
16 environment.²³

17 87. During his investigation, as detailed in the publicly released “Holder Report,” former
18 Attorney General Holder uncovered “a winding, repetitive list of infractions that had occurred
19 across hundreds of global offices, including sexual assault and physical violence.”²⁴

20 88. In May 2018, Uber acknowledged its “deeply rooted problem” of sexual assault. Uber
21 proclaimed it was committed to solving the problem, stating that “we’re making some important
22 changes today.”²⁵ Included in these “important changes” was Uber’s promise to publish a “safety
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25 ²¹ Mike Isaac and Susan Chira, David Bonderman Resigns From Uber Board After Sexist Remark, N.Y. TIMES,
26 June 13, 2017, at A16 (available at <https://www.nytimes.com/2017/06/13/technology/Uber-sexual-harassment-huffington-bonderman.html>); Isaac, *supra* note 2, at 277.

27 ²² Isaac, *supra* note 7, at 280.

28 ²³ *Id.*

²⁴ Isaac, *supra* note 7, at 271.

²⁵ Uber, Turning the Lights On, <https://www.Uber.com/newsroom/turning-the-lights-on/>. (last visited August 4, 2023).

1 transparency report that will include data on sexual assaults . . . that occur on the Uber
2 platform.”²⁶

3 89. One change Uber did not make was warning passengers that Uber is a risky method
4 of transportation for women because of the high number of women who are victims of sexually
5 assault or misconduct by Uber drivers during Uber Rides. Nor did Uber provide its customers
6 with a complete accounting of sexual violence on its platform. Uber, unlike the public, knew the
7 risk to female Uber passengers because of all the complaints about Uber drivers that Uber
8 received. However, Uber does not and has never provided a warning to users of the Uber App
9 about the high incident of sexual assault and misconduct that occurs on the Uber platform.

10 90. Uber “had so lowered the bar to become a driver that people who might have been
11 prevented from driving in the official taxi industry could easily join Uber.”²⁷ The decision to
12 lower the bar was made by Travis Kalanick, Uber’s co-founder, and other officers, directors, and
13 managing agents. And these decisions to lower the bar were made with actual knowledge that
14 Uber passengers were being sexually assaulted at an alarming rate.

15 91. But it wasn’t just that Uber lowered the bar. As noted above, Uber failed to take
16 adequate steps to make its rides safe; it failed to provide everything necessary for safe
17 transportation of its passengers. For example, Uber failed to install video cameras in its cars.
18 Such a step would have deterred many potential sexual predators. It failed to provide an option in
19 the Uber App that allowed female riders to select rides with female drivers. And it failed to adopt
20 adequate training of its drivers on issues of sexual assault and sexual harassment. That is, it
21 failed to provide adequately trained drivers. These policies and the failure to take adequate safety
22 precautions were put in place by Travis Kalanick and other officers, directors, and managing
23 agents of Uber. The policy of refusing to warn passengers about the sexual violence risks was
24 made by Travis Kalanick, Dara Khosrowshahi, Uber’s current CEO, and other officers, directors,
25 and managing agents. These managing agents at Uber knew that if they required cameras in Uber
26 cars, fewer incidents of sexual assault and misconduct would occur during Uber rides. They

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28 ²⁶ *Id.*

²⁷ Issac, *supra* note 7 at 166.

1 knew that if they provided an option for females to select female drivers, fewer incidents of
2 sexual assault and misconduct would occur during Uber rides. Uber knew that if they better
3 trained their drivers in sexual-violence prevention, fewer incidents of sexual assault and
4 misconduct would occur during Uber rides. But Uber intentionally refused to put these safety
5 policies in place, with actual and constructive knowledge that not putting these policies in place
6 made it highly probable that harm to female Uber passengers would result.

7 92. As Uber became more popular, potential drivers realized that Uber had so lowered the
8 bar that people with checkered backgrounds could drive for Uber. They began to realize that
9 Uber had not implemented adequate safety precautions that might make it more difficult to get
10 away with sexual assault and misconduct, like requiring video cameras in cars. The potential
11 drivers discovered that Uber was protecting drivers accused of sexual assault and misconduct by
12 not reporting those assaults to law enforcement. They also realized that Uber was marketing
13 itself to passengers as a safe mode of transportation, including after drinking. Because of these
14 factors, Uber became a magnet for sexual predators — men who knew that driving for Uber
15 meant they would get to drive around intoxicated women late at night. And, as stated earlier,
16 Uber and its officers, directors, and managing agents — including Travis Kalanick — had actual
17 knowledge that these incidents of sexual assault and misconduct were occurring because the
18 victims of this sexual violence were reporting it to Uber. But Uber's officers, directors, and
19 managing agents did nothing. They failed to start screening drivers adequately, or to require
20 video cameras in cars. They failed to give Plaintiff an adequate warning about the risks of riding
21 in an Uber as a woman. Uber's managing agents intentionally refused to take these safety
22 measures and precautions with actual knowledge of the problem, and these officers, directors,
23 and managing agents — including Travis Kalanick — had actual or constructive knowledge that
24 refusing to implement these safety measures meant that there was a high probability that more
25 harm would result to passengers, including Plaintiffs.

26 93. In short, before Plaintiffs were sexually assaulted, Uber's officers, directors, and
27 managing agents — including Travis Kalanick — knew that passengers were frequently being
28 sexually victimized by Uber drivers. Uber's officers, directors, and managing agents also knew

1 that Uber had not taken all the safety measures it could have or should have taken, and that
2 because of Uber’s failure to do so, more passengers were likely to be victims of sexual violence
3 during Uber rides. In this way, Uber’s officers, directors, and managing agents acted with
4 conscious disregard to the safety of future female passengers, including Plaintiffs.

5 94. Moreover, Uber, because its passengers were complaining directly to Uber about
6 being the victims of sexual assault and misconduct during Uber rides, Uber knew it had a sexual
7 violence problem. But Uber failed to warn its passengers as to what was going on. Uber is an
8 unsafe mode of transportation for passengers who are riding alone, especially women, and Uber
9 knew this to be so. But it did not provide its passengers with any warning of how unsafe Uber is.
10 In fact, it concealed this fact from the public — a fact its female passengers and the public were
11 unaware of. If Uber would have warned women and other passengers that Uber was unsafe for
12 women, fewer women would have been the victims of sexual violence.

13 **UBER’S PURPORTED SAFETY MEASURES ARE INADEQUATE AND FAIL TO**
14 **PROTECT ITS PASSENGERS AGAINST SEXUAL VIOLENCE**

15 95. Uber has enacted several half-hearted safety measures that fall short of protecting
16 female passengers from being subjected to sexual violence at the hands of Uber drivers.

17 96. In response to bad publicity Uber has received regarding sexual violence on its
18 platform, Uber, at the direction of Uber’s officers, directors and managing agents, enacted some
19 changes and safety measures that could and should have been implemented long ago.

20 97. Most of these changes to the Uber App are meaningless and serve merely as simple
21 window dressing for press releases. For example, one of these changes involved the addition of
22 an in-app emergency button that a person in distress could use to call 911. This however
23 presupposes that a man or woman, in the midst of sexual violence is: (1) conscious; (2) cognizant
24 enough to know to use the emergency button; and (3) has access to their phone to make use of
25 the feature. Such a button does little to increase a passenger’s safety, as a passenger could just as
26 easily dial 911 on their cell phone as utilize an in-app emergency button. Additionally, this
27 feature does nothing to prevent the sexual violence from occurring in the first place.

1 98. Uber's officers, directors and managing agents have still refused to implement
2 biometric fingerprinting or Live Scan background checks.

3 99. Uber's officers, directors and managing agents have still refused to implement in-app
4 surveillance cameras to record Uber rides and ensure customer safety.

5 100. Uber's officers, directors and managing agents have still refused to intervene when a
6 ride goes off course or ends before the destination is reached.

7 101. Uber, including Uber's officers, directors and managing agents, understands that the
8 purported safety features it has enacted are inadequate to prevent incidents of sexual assault and
9 misconduct.

10 102. Uber has not adopted a zero-tolerance policy for sexual assault and misconduct. Uber
11 allows drivers to continue to drive for Uber even after Uber passengers have reported to Uber
12 that the driver committed an act of sexual violence. Uber refuses to turn these drivers into law
13 enforcement, or to prevent them from driving for Uber because taking such steps would hurt
14 Uber's growth.

15 **UBER PROTECTS ITS DRIVERS**

16 103. Uber protects its drivers who are accused of sexual violence as a way to protect itself,
17 grow, and make money. As noted throughout this Complaint, Uber has chosen to: (a) adopt a
18 policy that it will not report sexual assault and misconduct occurring on the Uber App to law
19 enforcement; (b) upon information and belief, not always cooperate with law enforcement
20 investigations into allegations of sexual assault and misconduct occurring on the Uber App; and
21 (c) refrain from adopting a zero-tolerance policy against sexual assault and misconduct.

22 104. Uber also takes additional steps to protect its drivers, as well as Uber itself, from law
23 enforcement or litigation-related scrutiny. Uber protects itself and its drivers from investigations
24 into allegations of sexual assault and misconduct via multiple means, including Uber's
25 concealment of driver's identities. For example, on its ride receipts, Uber does not include a
26 driver's last name, but rather only lists the driver's first name. Moreover, when passengers report
27 an incident of sexual assault or misconduct, or other driver-related incidents, Uber does not
28 volunteer the last names of drivers to the complaining passengers.

1 105. And after 30 days, Uber removes the license-plate numbers from ride receipts. Uber's
2 policy of removing last names conceals, after 30 days, the true identities of the sexual predators
3 from the sexual-violence survivors, making it more difficult for survivors to bring these
4 predators to justice. Because of Uber's policy of removing the license plate, all sexual-violence
5 survivors have to identify their predator drivers after 30 days are the driver's first name and a
6 tiny headshot.

7 106. Studies show that many sexual-violence survivors have a difficult time coming
8 forward within 30 days. For those survivors unable to come forward within 30 days, Uber has
9 effectively concealed from them the identities of the sexual predators.

10 107. By adopting this policy of removing the license-plate numbers from the ride receipts,
11 Uber is aiding and abetting its sexual-predator drivers and conspiring with them to protect its
12 predator drivers and itself.

13 **JANE ROE CL 4 FACTUAL ALLEGATIONS**

14 108. On or about November 1, 2021, JANE ROE CL 4 ordered an Uber in Kailua Kona,
15 Hawaii to assist her coming and going from her doctor's appointment as she has to use a cane
16 and could not drive herself.

17 109. JANE ROE CL 4 was verbally sexually harassed while the driver physically began
18 rubbing her thighs and knee. She yelled at him to stop. He continued to stalk her at her home
19 several times after that ride. She reported the assault to Uber when she was home.

20 110. This depraved and disgusting attack frightened, humiliated, degraded, violated, and
21 robbed JANE ROE CL 4 of her dignity and personal safety.

22 111. By failing to take reasonable steps to confront the problem of multiple rapes and
23 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the
24 safety of its passengers, including JANE ROE CL 4, has breached its duty of reasonable care,
25 and has breached the implied and express covenants arising from its contract with its passengers.

26 112. The Uber driver who perpetrated the above-described assault, sexual assault, and/or
27 attack on JANE ROE CL 4 in the course and scope of his employment with Uber and while he
28

1 was still under Uber's direction and control. These acts caused Plaintiff pain and suffering that
2 persists to this day.

3 113. The Uber driver was acting on behalf of, for the benefit of, at the direction of, and
4 within the course and scope of employment with Uber and engagement by Uber. Uber provided
5 the Uber driver with access to its ride-sharing app platform, a tool necessary for Uber drivers to
6 perform the work Uber assigned. Uber, through the Uber App, directed the Uber driver regarding
7 the location of the pickup, time of the pickup, and routes for both the pickup of Plaintiff and
8 transportation to her destination, and much more, as discussed below.

9 114. The Uber driver who assaulted JANE ROE CL 4 was an agent or employee of Uber,
10 which is a common carrier. His duties were directed at the comfort and protection of passengers
11 in his car, including JANE ROE CL 4.

12 115. Uber derived a monetary benefit from every ride assigned to said Uber driver through
13 its app, including the Plaintiff's ride where she was sexually assaulted, sexually battered,
14 sexually harassed, and otherwise attacked.

15 **JANE ROE CL 5 FACTUAL ALLEGATIONS**

16 116. On or about November 18, 2021, JANE ROE CL 5 ordered an Uber to take her from
17 her house in Chicago, Illinois to the airport.

18 117. During the ride, the Uber driver pulled the car over under the guise of inspecting his
19 car saying he thought he hit something. Once on the side of the road, he opened her backdoor
20 and masturbated, ejaculating onto her. She tried to escape but the child locks were on.

21 118. JANE ROE CL 5 was eventually able to get out of the car by climbing through the
22 front and running away. She reported the assault to Uber.

23 119. This depraved and disgusting attack frightened, humiliated, degraded, violated, and
24 robbed JANE ROE CL 5 of her dignity and personal safety.

25 120. By failing to take reasonable steps to confront the problem of multiple rapes and
26 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the
27 safety of its passengers, including JANE ROE CL 5, has breached its duty of reasonable care,
28 and has breached the implied and express covenants arising from its contract with its passengers.

1 121. The Uber driver who perpetrated the above-described assault, sexual assault, and/or
2 attack on JANE ROE CL 5 in the course and scope of his employment with Uber and while he
3 was still under Uber’s direction and control. These acts caused Plaintiff pain and suffering that
4 persists to this day.

5 122. The Uber driver was acting on behalf of, for the benefit of, at the direction of, and
6 within the course and scope of employment with Uber and engagement by Uber. Uber provided
7 the Uber driver with access to its ride-sharing app platform, a tool necessary for Uber drivers to
8 perform the work Uber assigned. Uber, through the Uber App, directed the Uber driver regarding
9 the location of the pickup, time of the pickup, and routes for both the pickup of Plaintiff and
10 transportation to her destination, and much more, as discussed below.

11 123. The Uber driver who assaulted JANE ROE CL 5 was an agent or employee of Uber,
12 which is a common carrier. His duties were directed at the comfort and protection of passengers
13 in his car, including JANE ROE CL 5.

14 124. Uber derived a monetary benefit from every ride assigned to said Uber driver through
15 its app, including the Plaintiff’s ride where she was sexually assaulted, sexually battered,
16 sexually harassed, and otherwise attacked.

17 **JANE ROE CL 6 FACTUAL ALLEGATIONS**

18 125. On or about February 15, 2022, JANE ROE CL 6 ordered an Uber to drive her and a
19 friend safely from her residence in Peoria, Illinois to an address on Knoxville Ave. in Peoria,
20 Illinois.

21 126. JANE ROE CL 6 was sitting in the back seat when the driver repeatedly turned
22 around to rub her thighs, laughing, as she pushed his hands away.

23 127. When they arrived at their destination, JANE ROE CL 6 got out of the car after her
24 friend, when the driver got out and grabbed her hugging her and trying to grab her butt in the
25 process.

26 128. JANE ROE CL 6 was able to push him away and quickly ran into the house. She
27 made a complaint to Uber regarding her assault.

1 129. This depraved and disgusting attack frightened, humiliated, degraded, violated, and
2 robbed JANE ROE CL 6 of her dignity and personal safety.

3 130. By failing to take reasonable steps to confront the problem of multiple rapes and
4 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the
5 safety of its passengers, including JANE ROE CL 6, has breached its duty of reasonable care,
6 and has breached the implied and express covenants arising from its contract with its passengers.

7 131. The Uber driver who perpetrated the above-described assault, sexual assault, and/or
8 attack on JANE ROE CL 6 in the course and scope of his employment with Uber and while he
9 was still under Uber's direction and control. These acts caused Plaintiff pain and suffering that
10 persists to this day.

11 132. The Uber driver was acting on behalf of, for the benefit of, at the direction of, and
12 within the course and scope of employment with Uber and engagement by Uber. Uber provided
13 the Uber driver with access to its ride-sharing app platform, a tool necessary for Uber drivers to
14 perform the work Uber assigned. Uber, through the Uber App, directed the Uber driver regarding
15 the location of the pickup, time of the pickup, and routes for both the pickup of Plaintiff and
16 transportation to her destination, and much more, as discussed below.

17 133. The Uber driver who assaulted JANE ROE CL 6 was an agent or employee of Uber,
18 which is a common carrier. His duties were directed at the comfort and protection of passengers
19 in his car, including JANE ROE CL 6.

20 134. Uber derived a monetary benefit from every ride assigned to said Uber driver through
21 its app, including the Plaintiff's ride where she was sexually assaulted, sexually battered,
22 sexually harassed, raped, false imprisoned, and/or otherwise attacked.

23 **CAUSES OF ACTION**

24 **COUNT ONE – GENERAL NEGLIGENCE**

25 135. The preceding paragraphs of this Complaint are incorporated by reference.

26 136. By providing transportation to the general public using its application and network of
27 drivers, and by charging its passengers, Uber owed a duty to act with due and reasonable care
28 towards both the public and towards its own passengers, including Plaintiffs.

1 137. Uber has been on notice that its drivers have been sexually harassing and sexually
2 assaulting its passengers since at least May 2013. Uber was aware or should have been aware
3 that some significant subset of Uber drivers would continue to sexually assault, harass,
4 physically assault, rape, or otherwise attack their vulnerable Uber patrons and passengers.

5 138. Since learning of the sexual violence perpetrated by its drivers, Uber has never
6 adopted appropriate safety measures and has failed to improve its limiting existing safety
7 procedures in any meaningful way.

8 139. Uber does not require video monitoring of its drivers, nor does it provide emergency
9 notification to Uber and the authorities when a driver drastically veers off-course from the
10 passenger's destination, abruptly cancels the ride, or ends the ride at the intended destination but
11 GPS data indicates the passenger remains in the car for a significant period.

12 140. At all relevant times, Uber was aware of the dangers its drivers posed to its
13 passengers, yet it still induced, and continues to induce, the public, including Plaintiff, to rely on
14 Uber as a safe means of transportation. In doing so, Uber failed to warn passengers, including
15 Plaintiffs, of the possibility of being sexually assaulted, sexually battered, raped, falsely
16 imprisoned, stalked, harassed, or otherwise victimized by an Uber driver.

17 141. At the time Plaintiffs were sexually assaulted, Uber did not require sexual harassment
18 or sexual assault training for its drivers, nor did it have any policies in place for immediate
19 termination if a driver engaged in sexual violence.

20 142. Uber does not cooperate with law enforcement when a driver commits an illegal
21 sexual attack on its passengers. Despite having the express right to disclose driver information at
22 Uber's sole discretion, Uber requires extensive standards be met before the company will even
23 consider law enforcement requests for information. Even after a report of sexual assault has been
24 made, Uber generally requires a subpoena before it will release information. Uber's policy of
25 non-cooperation discourages law enforcement agencies from making recommendations to
26 District Attorneys' offices to file complaints against Uber drivers, and provides Uber's predatory
27 drivers with tacit assurance that their illegal attacks will not be detected by law enforcement.
28

1 143. When hiring new drivers, Uber does not verify driver identities with biometric
2 background checks. Uber does not correct for false negatives created by its name-based
3 screening procedures. Uber does not provide industry-standard background checks, which would
4 provide the most comprehensive means of screening applicant drivers. Uber does not invest in
5 continuous monitoring of its drivers, and is not immediately alerted when one of its drivers is
6 implicated in criminal acts.

7 144. Uber does not have a consistent, reliable system for addressing passenger reports of
8 sexual violence by its drivers and continues to let dangerous predators drive for and earn money
9 for Uber.

10 145. Uber does not interview, check the references of, provide training to, or advise the
11 Uber drivers of any anti-sexual violence policies when hiring them. Uber had no reasonable basis
12 for believing Uber drivers in general were fit to drive vulnerable women around, particularly at
13 night, or when intoxicated, and failed to use reasonable care in determining whether each driver
14 was fit for the task. Uber should have known of the unfitness of the Uber driver involved in the
15 assault described herein but failed to use reasonable care to discover their unfitness and
16 incompetence.

17 146. Despite failing to reasonably endeavor to investigate the incompetence of Uber
18 drivers, including the Drivers who harmed Plaintiffs, for transporting vulnerable or intoxicated
19 women late at night in a moving vehicle, Uber hired said drivers to do exactly that.

20 147. Uber knew or should have known that assigning the task of transporting vulnerable
21 passengers late at night to an inadequately-screened driver created an unreasonable risk of harm
22 to Uber's passengers, including Plaintiffs, particularly when Uber had been on notice of the
23 string of sexual violence committed by Uber's drivers.

24 148. Uber failed to employ measures to adequately supervise its drivers.

25 149. Uber failed to adequately record, investigate, and respond to passenger reports of
26 unsafe conduct such as sexual assault and misconduct by Uber drivers.

1 150. Uber was negligent in failing to terminate drivers it knew or reasonably should have
2 known were a threat to passengers, including but not limited to Plaintiffs and other vulnerable
3 female passengers traveling alone.

4 151. The Uber drivers who assaulted Plaintiffs were, or became, unfit to perform the work
5 for which they were hired as they improperly and illegally took advantage of Plaintiffs when
6 they attempted to use the service for a safe ride to their destinations, thereby causing
7 psychological and physical harm.

8 152. Because of the Uber drivers' unfitness to perform the task of transporting Plaintiffs,
9 Plaintiffs were sexually assaulted, which humiliated, degraded, violated, and robbed Plaintiffs of
10 their dignity and personal safety.

11 153. Uber's conduct created a risk of physical and emotional harm to its passengers,
12 including Plaintiffs.

13 154. In operating its business, Uber knew and had reason to know that its passengers were
14 at risk of sexual violence by Uber's drivers since at least May 2013. Since then, Uber has
15 received frequent passenger complaints about driver misbehavior, has been notified of law
16 enforcement investigations of drivers' criminal conduct while acting within their capacity as
17 Uber drivers, and has been the subject of numerous civil suits alleging sexual assault and
18 misconduct of Uber's passengers by Uber's drivers.

19 155. Despite the knowledge of the danger its enterprise created, Uber prioritized profits
20 over passenger safety and did not alert its passengers, including Plaintiffs, to the risk of sexual
21 assault, harassment, kidnapping, physical assault, rape, and other misconduct by Uber drivers. In
22 fact, Uber continued to market itself as a service that provides "safe" rides, even to
23 unaccompanied or intoxicated passengers, knowing sufficient measures had not been employed
24 to keep passengers safe from being the victims of sexually assault or misconduct.

25 156. Uber itself represented to its passengers that riding with Uber is safe, implying it is
26 free of risk from sexual violence.

27 157. Uber did not warn Plaintiffs, or the public, that its criminal background checks were
28 limited, nor did it warn that it sometimes allows drivers to continue driving for Uber even after a

1 passenger has reported that the driver committed an act of sexual assault or misconduct during an
2 Uber ride. Thus, Uber knew that it was keeping its passengers in the dark about the sexual
3 violence threats lurking on the Uber platform.

4 158. A warning to its passengers that they were at risk of sexual violence by Uber drives
5 would have reduced the risk of harm to passengers, including Plaintiffs, who could have
6 arranged for alternative transportation or taken additional safety precautions and avoided the
7 sexual assault they suffered at the hands of Uber drivers.

8 159. Plaintiffs would not have ridden alone in an Uber had Uber provided an adequate
9 warning regarding the risk of being sexually assaulted, sexually battered, raped, falsely
10 imprisoned, stalked, harassed, or otherwise victimized attacked by an Uber driver.

11 160. In doing those things alleged herein above, Defendant Uber acted negligently,
12 carelessly, and recklessly, resulting in serious injury to Plaintiffs.

13 161. In doing those things alleged herein above, Uber breached its duty of reasonable care
14 to Plaintiffs. As a legal and direct result of Uber's conduct and omissions, Plaintiffs were
15 sexually assaulted by Uber drivers, which humiliated, degraded, violated, and robbed Plaintiffs
16 of their dignity and personal safety. The sexual assault on Plaintiffs caused them to suffer
17 psychological and physical harm from which they may never fully recover.

18 162. As a direct and legal result of Uber's general negligence, Plaintiffs suffered damages,
19 both economic and general, non-economic damages, according to proof.

20 **COUNT TWO – COMMON-CARRIER NEGLIGENCE**

21 163. The preceding paragraphs of this Complaint are incorporated by reference.

22 164. At the time Plaintiffs were sexually assaulted, Uber was a common carrier as it
23 provided transportation to the general public.

24 165. Uber provides transportation through a digital application made available to the
25 general public for the purpose of transporting its users, the passengers, from place to place for
26 profit. Uber has widely offered its services to the general public and charges standard fees for its
27 services through its application. Uber does not allow discrimination against passengers on the
28 basis of race, color, national origin, religion, gender, gender identity, physical or mental

1 disability, medical condition, marital status, age, or sexual orientation. Any member of the public
2 can use Uber's services for transportation.

3 166. Uber is a common carrier. As such, Uber has a duty to carry its passengers, including
4 Plaintiffs, safely. Uber has a duty to employ the utmost degree of care and diligence that would
5 be expected of a very cautious company.

6 167. Uber must use reasonable skill to provide everything necessary for safe
7 transportation, in view of the transportation used and the practical operation of the business.
8 Despite complaints to Uber of sexual violence committed by Uber drivers and lawsuits against
9 Uber for sexual violence, Uber has failed to implement safety precautions that would adequately
10 address its sexual violence problem.

11 168. Uber does not provide a consistent and reliable way for passengers to report incidents
12 of sexual assault or misconduct. Moreover, Uber does not warn passengers of the dangers of
13 riding with Uber and fails to warn passengers of past complaints regarding Uber drivers.

14 169. Uber does not have an effective program in place to deal with the sexual predator
15 crisis posed by some of its drivers.

16 170. Uber knows its passengers are in a uniquely vulnerable situation locked in a moving
17 vehicle, and that a subset of its drivers are sexual predators. Accordingly, Uber has not exercised
18 reasonable care to protect its passengers from sexual violence by Uber's drivers.

19 171. Uber has not exercised the utmost degree of care in order to protect its passengers
20 from the danger posed by sexual predators who drive for Uber. If Uber had used the highest
21 degree of care, Uber could have prevented or dramatically reduced the likelihood of sexual
22 violence of its passengers, including Plaintiffs.

23 172. Uber failed to safely transport Plaintiffs.

24 173. Uber failed to take reasonable precautions to protect its vulnerable passengers,
25 including Plaintiffs, from the foreseeable and known risk of sexual assaults, harassment,
26 kidnapping, physical assaults, rapes or other misconduct by its drivers which humiliated,
27 degraded violated, and robbed Plaintiffs of their dignity and personal safety. The sexual assault
28 on Plaintiffs caused them to suffer both psychological and physical harm from which they may

1 never fully recover. If Uber had used the highest degree of care, Uber could have prevented or
2 reduced the likelihood of sexual violence of its passengers, including Plaintiffs.

3 174. As a legal and direct result of the conduct and omissions of Uber, Plaintiffs were
4 sexually assaulted by an Uber driver, which humiliated, degraded, violated, and robbed Plaintiffs
5 of their dignity and personal safety. The attack on Plaintiffs caused them to suffer both
6 psychological and physical harm from which she may never fully recover.

7 175. As a direct and legal result of Uber's negligence as a common carrier, Plaintiffs
8 suffered damages, both economic and general, non-economic damages according to proof.

9 **COUNT THREE – NEGLIGENT HIRING, RETENTION, AND SUPERVISION**

10 176. The preceding paragraphs of this Complaint are re-alleged and incorporated by
11 reference.

12 177. Uber engaged and retained or otherwise employed Uber drivers, who sexually
13 assaulted Plaintiffs as described above.

14 178. Uber did not properly interview, if at all, check the references of, provide training to,
15 or advise the Uber driver of any anti-sexual violence policies when hiring him. Uber had no
16 reasonable basis for believing Uber drivers in general were fit to drive vulnerable women
17 around, particularly at night, or when intoxicated, and failed to use reasonable care in
18 determining whether the driver in question was fit for the task.

19 179. Uber should have known of the unfitness of the Uber drivers involved in the sexual
20 assaults on Plaintiffs but failed to use reasonable care to discover his unfitness and
21 incompetence.

22 180. Despite failing to reasonably endeavor to investigate the incompetence of Uber
23 drivers, including the ones who harmed Plaintiffs, for transporting vulnerable or intoxicated
24 women in a moving vehicle, Uber hired said drivers to do exactly that.

25 181. Uber knew or should have known that assigning the task of transporting vulnerable
26 passengers to an inadequately screened driver created an unreasonable risk of harm to Uber's
27 passengers, including Plaintiffs, particularly when Uber had been on notice of the string of
28 sexual violence committed by Uber's drivers.

1 182. Uber failed to employ measures to adequately supervise its drivers.

2 183. Uber failed to adequately record, investigate, and respond to passenger reports of
3 unsafe conduct such as sexual assault and misconduct by Uber drivers.

4 184. Uber was negligent in failing to terminate drivers it knew or reasonably should have
5 known were a threat to passengers, including but not limited to Plaintiffs and other vulnerable
6 passengers traveling alone.

7 185. The Uber drivers who sexually assaulted Plaintiffs were, or became, unfit to perform
8 the work for which he was hired as he improperly and illegally took advantage of Plaintiffs when
9 they attempted to use the service for a safe ride to their destination, which caused them
10 psychological and physical harm.

11 186. Because of the Uber drivers' unfitness to perform the task of transporting Plaintiffs,
12 Plaintiffs were sexually assaulted, which humiliated, degraded, violated, and robbed Plaintiffs of
13 their dignity and personal safety.

14 187. Uber's negligence in hiring, retaining, and supervising Uber drivers, including the
15 Uber drivers who harmed Plaintiffs, caused Plaintiffs to be sexually assaulted, which humiliated,
16 degraded, violated, and robbed Plaintiffs of their dignity and personal safety. The depraved
17 attack on Plaintiffs caused Plaintiffs to suffer physical and psychological harm from which they
18 may never fully recover.

19 188. As a direct and proximate result of Defendants' negligent supervision, hiring, and
20 retention of Uber drivers, including the Uber drivers described above, Plaintiffs suffered
21 economic and non-economic damages.

22 189. Plaintiffs will seek actual and punitive damages based on Defendants' above-
23 described actions, which evidence wanton and reckless disregard for the safety of passengers like
24 Plaintiffs.

25 **COUNT FOUR – NEGLIGENT FAILURE TO WARN**

26 190. The preceding paragraphs of this Complaint are re-alleged and incorporated by
27 reference.

1 191. Uber’s conduct created a risk of physical or emotional harm to its passengers,
2 including Plaintiffs.

3 192. In operating its business, Uber knew and had reason to know that its passengers were
4 at risk of sexual assault and misconduct by Uber’s drivers since at least May 2013. Since then,
5 Uber has frequently received passenger complaints about driver misbehavior, has been notified
6 of law enforcement investigations of drivers’ criminal conduct while acting in their capacity as
7 Uber drivers, and has been the subject of numerous civil suits alleging the sexual violence of
8 Uber’s passengers by Uber’s drivers.

9 193. Despite the knowledge of the danger its enterprise created, Uber prioritized profits
10 over passenger safety and did not alert its passengers, including Plaintiffs, to the risk of physical
11 and sexual violence by Uber drivers. In fact, Uber continued to market itself as a service that
12 provides “safe” rides, even to unaccompanied or intoxicated passengers, knowing sufficient
13 measures had not been employed to keep passengers safe from being the victims of physical or
14 sexual violence.

15 194. Uber itself represented to its passengers that riding with Uber is safe, implying it is
16 free of risk from physical and sexual violence.

17 195. Uber did not warn that its criminal background checks of Uber drivers were limited,
18 nor did it warn that it sometimes allows drivers to continue driving for Uber even after a
19 passenger has reported to Uber that she was the victim of physical or sexual violence.

20 196. Uber had reason to know that passengers would be unaware of the risk of physical
21 and sexual violence by Uber drivers. A warning to its passengers that they were at risk of
22 physical or sexual violence by Uber drivers would have reduced the risk of harm to passengers,
23 including Plaintiffs, who could have arranged for alternative transportation or taken additional
24 safety precautions and avoided the violence they suffered at the hands of Uber drivers.

25 197. Plaintiffs would not have ridden alone in an Uber had Uber provided an adequate
26 warning regarding the risk of being sexually assaulted, battered, harassed, or otherwise attacked
27 by an Uber driver.

1 198. As a legal and proximate result of Uber's actions and omissions, Plaintiffs were
2 sexually assaulted by Uber drivers, which humiliated, degraded, violated, and robbed Plaintiffs
3 of their dignity and personal safety. The depraved attack on Plaintiffs caused Plaintiffs to suffer
4 physical and psychological harm from which they may never fully recover.

5 199. As a direct and proximate result of Defendants' negligent failure to warn, Plaintiffs
6 suffered economic and non-economic damages.

7 200. Plaintiffs will seek actual and punitive damages based on Defendants' above-
8 described actions, which evidence wanton and reckless disregard for the safety of passengers like
9 Plaintiffs.

10 **COUNT FIVE – VICARIOUS LIABILITY FOR THE TORTS OF UBER DRIVERS**

11 201. The preceding paragraphs of this Complaint are re-alleged and incorporated by
12 reference.

13 202. Uber is vicariously liable for the torts of its drivers through the theories of respondeat
14 superior, nondelegable duties, agency, and ostensible agency. Uber's liability for the acts of its
15 drivers is not contingent upon the classification of its drivers as employees.

16 203. Under the doctrine of respondeat superior, Uber is responsible for the torts of its
17 employees committed within the scope of employment. The modern rationale for the theory is
18 that an employer who profits from an enterprise which, through the torts of his employees,
19 causes harm to others, should bear the costs of the injury instead of the innocent injured
20 Plaintiffs.

21 204. Uber profits from transporting vulnerable passengers late at night. Uber encourages
22 intoxicated passengers to use its services. At the same time, Uber does not take reasonable steps
23 to protect its passengers or warn them of the dangers of riding with Uber. Uber should bear the
24 costs of injuries that result from torts such as sexual assault and misconduct; not the victims of
25 Uber's negligence, willful wrongdoing and intentional omissions made at the expense of
26 passenger safety.

27 205. Uber drivers are employees and agents of Uber. Uber reserves the right to control the
28 activities of Uber drivers. Uber controls the prices charged to customers, controls contact with

1 the customer base, controls the ability of a driver to see where he will be driving before
2 accepting a ride, and reserves the right to terminate drivers with or without cause.

3 206. The sexual assault Plaintiffs suffered was perpetrated by Uber drivers within the
4 scope of their employment and authority. The sexual assault and misconduct of intoxicated and
5 unaccompanied men and women who have been placed in an improperly screened Uber driver's
6 car with little to no supervision is incidental to and a foreseeable result of the act of transporting
7 passengers.

8 207. Uber may maintain that its drivers are contractors and not employees. Nevertheless,
9 whether Uber drivers are characterized as contractors, employees or agents, Uber has a non-
10 delegable duty to transport its passengers safely.

11 208. The doctrine of non-delegable duty recognizes that for public policy reasons, certain
12 duties cannot be delegated to a third party. It operates to ensure that when a harm occurs, the
13 injured party will be compensated by the party whose activity caused the harm and who may
14 therefore properly be held liable for the acts of his agent, whether the agent was an employee or
15 an independent contractor. The doctrine recognizes that an entity may not delegate its duties to a
16 contractor to evade its own responsibilities. This is especially so when allowing delegation
17 would incentivize an employer to hire incompetent contractors in order to further the employer's
18 pecuniary interests.

19 209. In advertising to passengers, including Plaintiffs, that Uber provides them a safe ride
20 to their destinations, and by profiting off women who use Uber for that very purpose but then are
21 attacked, Uber has a duty to its passengers that cannot be delegated. To allow Uber to delegate
22 the liability for the sexual violence committed by its drivers to anyone else would encourage
23 Uber to continue to utilize the cheapest, fastest, and most haphazard safety procedures. Uber
24 would be disincentivized from hiring only competent drivers, since the more drivers Uber has,
25 the more money Uber makes.

26 210. Further, Uber drivers act as agents of and operate as extensions of Uber. Uber drivers
27 represent Uber's business and further Uber's pecuniary interests.

1 211. Uber drivers display the Uber logo when interacting with passengers, and in many
2 cases Uber drivers are the only people with whom Uber's passengers have direct contact. Uber
3 drivers provide the service that Uber claims to provide-- transportation.

4 212. By allowing Uber drivers to represent Uber's business, Uber creates the impression
5 that its drivers, including Plaintiffs' Uber drivers, were Uber's employees or agents.

6 213. Plaintiffs reasonably believed that the Uber drivers were employees or agents of Uber
7 and, relying on this belief, got in a vehicle with him in exchange for a fee, and suffered harm as a
8 result of their contact with these Uber drivers.

9 214. For these reasons and others, Uber is vicariously liable for the tortious acts of its
10 drivers, regardless of whether Uber's drivers are employees, agents, apparent agents, or
11 contractors of Uber.

12 215. Uber is vicariously liable for the tortious acts of its drivers, including but not limited
13 to, sexual assault, sexual battery, and false imprisonment.

14 216. At the time Plaintiffs were sexually assaulted, the Uber drivers intended to cause
15 harmful and offensive contact with Plaintiffs, and placed Plaintiffs in a reasonable apprehension
16 of imminent, harmful, and offensive contact.

17 217. Plaintiffs were sexually victimized by Uber's drivers, who were acting in the course
18 and scope of their employments with Uber as an employee or agent of Uber. Therefore, Uber is
19 liable for Uber drivers' sexual assaults, batteries, and false imprisonments of Plaintiffs and is
20 responsible for damages caused by said conduct under the principles of vicarious liability,
21 including the doctrine of respondeat superior. Even if Uber drivers had not been employees,
22 Uber's duty to provide transportation free of sexual assault is non-delegable. And so, Uber is
23 liable for its drivers' actions, because to allow Uber to delegate its duty of providing the safe
24 transportation it promises would incentivize Uber to create a greater risk of harm to the public.
25 For these reasons and others, Uber is vicariously liable for the sexual assault Plaintiffs suffered at
26 the hands of Uber drivers.

27 218. As a direct and legal result of Uber drivers' tortious conduct, for which Uber is
28 vicariously liable, Plaintiffs were sexually assaulted, battered, and false imprisoned, which

1 humiliated, degraded, violated, and robbed Plaintiffs of their dignity and personal safety. The
2 depraved attack on Plaintiffs caused Plaintiffs to suffer both physical and or psychological harm
3 from which they may never fully recover.

4 219. Uber is vicariously liable for the torts of its drivers under the theory of respondeat
5 superior, the non-delegable duty doctrine, agency, and ostensible agency.

6 220. As a direct and legal result of Uber drivers' tortious conduct for which Uber is legally
7 liable, Plaintiffs suffered economic and general, non-economic damages according to proof.

8 **COUNT SIX – STRICT PRODUCT LIABILITY – FAILURE TO WARN**

9 221. The preceding paragraphs of this Complaint are re-alleged and incorporated by
10 reference.

11 222. Uber manufactured and distributed the Uber App.

12 223. The Uber App is a product developed and marketed for consumers to obtain
13 transportation. The App presented potential risks of introducing each driver to a passenger who,
14 because of the nature of the ridesharing arrangement created and facilitated by the Uber App,
15 could neither escape from an Uber drivers' vehicle nor control the place where the Uber drivers
16 would take the passenger, which could result in sexual violence of that passenger. These are risks
17 that were known or knowable at the time of manufacture and distribution of the Uber App.

18 224. The potential risks presented a substantial danger when the Uber App was used or
19 misused in an intended or reasonably foreseeable way.

20 225. Ordinary consumers, such as Plaintiffs, would not have recognized the potential risks.

21 226. Uber failed to adequately warn consumers, including Plaintiffs, of these potential
22 risks. Uber's failure to provide passengers, including Plaintiffs, with sufficient warnings
23 regarding the risk of harm to which they were being exposed with each Uber ride was a
24 substantial factor in causing the harm suffered by Plaintiffs. Plaintiffs were sexually assaulted,
25 by Uber drivers, which humiliated, degraded, violated, and robbed Plaintiffs of their dignity and
26 personal safety. The depraved attack on Plaintiffs caused Plaintiffs to suffer physical and
27 psychological harm from which they may never fully recover.

1 227. As a legal result of Uber's aforementioned acts and omissions, Plaintiffs suffered
2 damages, both economic and general, non-economic damages according to proof.

3 **PUNITIVE DAMAGES**

4 228. Plaintiffs hereby incorporate by reference the preceding paragraphs, causes of action,
5 and factual allegations.

6 229. As stated above, Uber was aware that it faced an ongoing sexual violence epidemic
7 and that its drivers were sexually victimizing its passengers. As early as May 2013, Uber knew
8 that its drivers were committing acts of sexual assault and misconduct against Uber's female
9 passengers. Since as early as May 2013, Uber has frequently received passenger complaints
10 about sexual violence committed by Uber's drivers against Uber's passengers, it has been
11 notified of law enforcement investigations of the criminal sexual conduct of drivers acting within
12 their capacity as Uber drivers, and it has been the subject of numerous civil suits alleging the
13 sexual violence of Uber's passengers by Uber's drivers.

14 230. Nevertheless, even though Uber was fully aware of its sexual predator problem, it
15 failed to take adequate safety precautions to protect its passengers. Even after Uber was aware
16 that some Uber drivers used Uber as an opportunity to get unsuspecting women into their vehicle
17 and commit acts of sexual violence, Uber and its executive officers made the conscious decision
18 not to more thoroughly vet its drivers before and after hiring them.

19 231. The decision not to implement more thorough and persistent background checks was
20 driven by the desire of Uber executives for rapid expansion and increased profits, because the
21 more drivers driving for Uber, the more money there was to be made.

22 232. Prioritizing profits over safety, Uber and its executive officers also made the
23 conscious decision not to warn its customers and users of the risk of sexual violence, even after
24 they were fully aware of this risk.

25 233. Safety precautions such as enhanced background checks, biometric fingerprinting, job
26 interviews, electronic monitoring systems, ongoing monitoring of Uber drivers and rides through
27 available technology including cameras and GPS; an option for female passengers to choose to
28 ride with a female driver; a zero-tolerance policy for drivers who deviate from expected behavior

1 by leaving the vehicle with passengers, or by deviating substantially from the assigned route, a
2 warning system for when a driver significantly deviates from the intended route or prematurely
3 terminates a ride, a system for checking in with and verifying a passenger's safety when a driver
4 prematurely terminates a ride or significantly deviates from the intended route; a zero-tolerance
5 program for sexual violence and guidelines mandating immediate termination; a zero-tolerance
6 policy for fraternizing with passengers, creating and instituting a system encouraging customer
7 reporting; and adequate monitoring of customer complaints by well-trained and effective
8 customer service representatives, warnings to passengers of the dangers of being attacked by
9 Uber drivers, and cooperation with law enforcement when a driver attacks a passenger would
10 have cost Uber money and reputational damage. Because of this, Uber, at the direction of its
11 corporate officers, decided not to implement such precautions and instead has continued to place
12 its passengers at greater risk of sexual violence by Uber's drivers.

13 234. Prioritizing profits over passenger safety, Uber and its executive officers acted, and
14 continue to act, recklessly and in knowing, conscious disregard of the safety of its passengers,
15 including Plaintiffs, and the public.

16 235. As a legal result of the Uber's negligent, reckless and grossly negligent conduct of
17 Uber, Plaintiffs were sexually assaulted, by Uber drivers, which humiliated, degraded, violated,
18 and robbed them of their dignity and personal safety.

19 236. The depraved attack on Plaintiffs caused Plaintiffs to suffer serious emotional distress
20 as well as physical and psychological harm from which they may never fully recover.

21 237. Uber's negligence and recklessness was a "willful and conscious disregard" of the
22 safety of others, and therefore warrants punitive damages pursuant to California Civil Code §
23 3294.

24 238. As a result of Uber's above-stated misconduct, Plaintiffs pray for exemplary damages
25 to punish uber for its misconduct and to deter future misconduct.

26 **PRAYER FOR RELIEF**

27 239. Plaintiffs pray for judgment against all Defendants joint and severally as follows:

28 a. For special damages, according to proof;

- b. For past and future general damages, including physical pain, mental anguish, disfigurement and physical impairment, according to proof;
- c. For past and future lost earnings or earning capacity, according to proof;
- d. For medical expenses, past and future, according to proof;
- e. For punitive and exemplary damages, according to proof;
- f. For pre-judgment interest from the date of Plaintiffs' incident to the date of judgment, as provided by law, according to proof at the time of trial;
- g. For costs of litigations incurred herein;
- h. For attorneys' fees;
- i. For such other and further relief as this Court may deem just and proper.

Dated: November 1, 2023

Respectfully submitted,

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DEMAND FOR JURY TRIAL

240. Plaintiffs hereby demand a jury trial to the full extent permitted by law.

DATED: November 1, 2023

Respectfully submitted,

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