

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

CASE NO. 3:23-cv-06708

PLAINTIFF'S ORIGINAL COMPLAINT AND JURY DEMAND

Plaintiff, Jaylynn Dean, by her undersigned counsel, makes the following Complaint against Defendants Uber Technologies, Inc., A Delaware Corporation, and Raiser, LLC ("Raiser"), (collectively, "Uber" or "Defendants"), alleging as follows:

NATURE OF ACTION

1. Plaintiff was assaulted, battered, harassed, and/or otherwise attacked by an Uber driver with whom she had been paired through the Uber App. As a common carrier, Uber is vicariously liable for the injuries its driver inflicted on its passenger. In addition, through its officers, directors, and managing agents, Uber contributed to the attack on plaintiff by abandoning its utmost duty of heightened care toward its passengers, and instead adopting a culture that prized growth above all else, celebrated toxic masculinity, and exploited and endangered women and girls in conscious disregard for their rights and safety.

2. Uber is a transportation company headquartered in San Francisco, California that, beginning in 2009, pioneered an app-based transportation system that has been implemented around the world, including across the entire United States and in this State.

3. As early as 2014 Uber became aware that Uber drivers were physically and/or sexually assaulting and raping female passengers. In the nine years since, sexual predators driving for Uber have continued to sexually assault, harass, kidnap, physically assault, rape, and/or other attack Uber's passengers. Complaints to Uber by female passengers who had been attacked by Uber drivers, combined with subsequent criminal investigations by law enforcement, clearly establish that Uber has been fully aware of these continuing attacks by sexual predators driving for Uber. Uber's response to these ongoing sexual assaults by Uber drivers has been slow and inadequate and has put the lives and well-being of its customers at grave risk.

5. As more fully set forth below, Plaintiff was assaulted, battered, harassed, and attacked by the Uber driver she was led to believe would give her a safe ride to her destination.

7. At all relevant times Defendants Uber and Rasier (collectively “Uber”) operated and controlled the Uber App.

8. The Uber driver, while in the course and scope of his employment for Uber and while otherwise working on behalf of Uber, assaulted, battered, harassed, and/or attacked Plaintiff as set forth below.

9. Plaintiff brings this civil action against Uber to recover damages for the injuries she suffered as a result of being assaulted, battered, harassed, and/or attacked by the Uber driver during an Uber ride.

10. Uber is a common carrier under this State's laws.

PARTIES

11. Plaintiff is over the age of 18 and is a resident and citizen of Oklahoma. The assault described below took place in the state of Arizona.

12. Defendant Uber Technologies, Inc. is a Delaware corporation with its corporate headquarters, principal office, and principal place of business at 1515 3rd Street, San Francisco, San Francisco County, California, 94158.

1 13. Defendant Rasier, LLC is a Delaware limited liability company. On information
2 and belief, Rasier is a wholly owned subsidiary of Uber Technologies, Inc. Rasier maintains its
3 corporate headquarters, principal office, and principal place of business at 1515 3rd St., San
4 Francisco, California, 94158.

5 14. Unless otherwise specified, this Complaint refers to Defendants Uber
6 Technologies, Inc. and Rasier, LLC collectively as “Uber.”
7

8 15. The true names and capacities, whether individual, plural, corporate, partnership,
9 associate, or otherwise, of Does 1 through 50, inclusive, are unknown to Plaintiff who therefore
10 sue said Defendants by such fictitious names. The full extent of the facts linking such fictitiously
11 sued Defendants is unknown to Plaintiff. Plaintiff is informed and believe, and thereon allege,
12 that each of the Defendants designated herein as a Doe was, and is, negligent, or in some other
13 actionable manner, responsible for the events and happenings hereinafter referred to, and thereby
14 negligently, or in some other actionable manner, legally caused the hereinafter described injuries
15 and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to amend this Complaint
16 to show the Defendants’ true names and capacities after the same have been ascertained.
17

18 16. Plaintiff is informed and believes, and on that basis alleges, that at all relevant
19 times, each Defendant was the agent, servant, licensee, employee, assistant, consultant, or alter
20 ego, of each other Defendant, and was at all relevant times acting within the course and scope of
21 said relationship when Plaintiff was injured.
22

23 17. Plaintiff is informed and believes that each Defendant, when acting as a principal,
24 was negligent in the selection, hiring, supervision, or retention of each other Defendant as an
25 agent, servant, employee, assistant, or consultant.

26 18. Plaintiff is further informed and believes, that at all relevant times, each
27 Defendant, through its officers, directors, supervisors and managing agents, and each individual
28

1 Defendant, had advance knowledge of the wrongful conduct, psychological profile, and behavior
2 propensity of said agents, servants, licensees, employees, assistants, consultants, and alter egos,
3 and allowed said wrongful conduct to occur and continue to occur, thus ratifying said wrongful
4 conduct, and, after becoming aware of their wrongful conduct, each Defendant by and through its
5 officers, directors, supervisors, and managing agents, and each individual Defendant, authorized
6 and ratified the wrongful conduct that injured Plaintiff.
7

8 19. Defendants are liable for the acts of each other through principles of *respondeat*
9 *superior*, agency, ostensible agency, partnership, alter-ego, and other forms of vicarious liability.

10 20. The Uber driver who perpetrated the assault described herein (“Uber driver”) was
11 an agent, servant, and employee of Uber.
12

13 21. This Complaint refers to Defendant Uber Technologies, Inc., Defendant Rasier,
14 LLC, and Does 1 through 50, inclusive, as Defendants.

15 JURISDICTION AND VENUE

16 22. The Court has jurisdiction under 28 U.S.C. § 1332(a)(1) because the amount in
17 controversy exceeds \$75,000, exclusive of interest and costs, and is between citizens of different
18 states.
19

20 23. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial
21 part of the events or omissions giving rise to the claim occurred in this judicial district.

22 DIVISIONAL ASSIGNMENT

23 24. Division is proper in this Court under Local Rules 3-2(c) and 3-5(b) because a
24 substantial part of the events or omissions giving rise to the claim occurred in this judicial
25 division.
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RELEVANT FACTUAL BACKGROUND

Uber's Sexual-Assault Problem Started At The Top

25. Uber is a transportation company. In 2010, one of its founders, Travis Kalanick, became its second chief executive officer and—at one time—its largest shareholder. Uber drivers and Uber split the fare Uber charges riders for the riders' trips.

26. In 2014, Uber started charging Uber passengers an extra \$1 fee for each trip. Uber called this a "Safe Rides Fee." When Uber announced the "Safe Rides Fee," it told the public that the "[f]ee supports our continued efforts to ensure the safest possible platform for Uber riders and drivers, including an industry-leading background check process, regular motor vehicle checks, driver safety education, development of safety features in the app, and insurance."¹

27. The "Safe Rides Fee" was not split with drivers.² It was pure revenue for Uber.

28. Uber collected its "Safe Rides Fee" on hundreds of millions of rides and made hundreds of millions in revenue from the fee.³ But it never earmarked the money for improving safety or spent it on safety.⁴ Instead, it pocketed the money it told the world it was going to directly towards enhancing safety. As a former Uber employee said "[w]e boosted our margins saying our rides were safer."⁵ It "was obscene."⁶

29. Rider safety was never Uber's concern. Growth was. To increase growth, which required not only new riders but new drivers, Travis Kalanick and the executives at Uber made it

¹ Uber, *What is the Safe Rides Fee*, (available at <https://web.archive.org/web/20148420053019/http://support.uber.com/hc/en-us/articles/201950566>) (last accessed Mar. 31, 2023).

² Mike Isaac, *SUPER PUMPED: THE BATTLE FOR UBER* (2019) at 136 ("The drivers, of course, got no share of the extra buck.").

³ *Id.*

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

1 as easy as possible for Uber drivers to sign up. They used a background-check system designed
2 to get drivers approved as quickly and conveniently as possible.⁷

3 30. Uber hired Hirease, Inc. to do its background checks.⁸ Hirease brags that it can vet
4 drivers within 36 hours.⁹ To have such a short turnaround, Uber eschewed industry standards used
5 by other taxi companies and livery services. For example, it abandoned fingerprinting—which
6 takes weeks—and running applicant drivers against private databases, such as FBI records.¹⁰
7 These shortcuts led to growth for Uber. But they put people, including Plaintiff, in danger. Indeed,
8 Uber was so fixated on growth that it began mailing cell phones to applicant drivers, so they could
9 begin driving, before Uber’s cursory and ineffective background check was even complete.¹¹
10

11 31. Travis Kalanick made the decision that Uber was not going to fingerprint its
12 drivers and that it was not going to scrub applicant drivers against FBI records. Rather, the
13 decision was made to use a fast and shallow background check process.
14

15 32. Travis Kalanick also made the decision not to interview drivers or train drivers to
16 ensure Uber’s drivers understood their responsibilities and what was appropriate and
17 inappropriate when interacting with passengers. Mr. Kalanick decided not to implement policies
18 to protect passengers from sexual assault—policies such a zero-tolerance policy with respect to
19 fraternizing or making sexual advances towards passengers, and most certainly with respect to
20 engaging in sexual activity with or sexual touching of passengers.
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23

24 ⁷ *Id.* at 115 (“Uber made it as easy as possible for drivers to sign up.”).

25 ⁸ Mike Isaac, *Uber’s System for Screening Drivers Draws Scrutiny*, NEW YORK TIMES (Dec. 9,
26 2014) (available at <https://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-comes-under-scrutiny.html?searchResultPosition=1>) (last accessed Mar. 31,
2023).

27 ⁹ *Id.*

28 ¹⁰ *Id.*

¹¹ Isaac, SUPER PUMPED, at 218.

33. Mr. Kalanick had actual knowledge that these decisions would put passengers in greater danger. As such, he acted with conscious disregard for the rights and safety of female passengers, including Plaintiff.

34. Travis Kalanick intentionally performed the act of hiring drivers without fingerprinting them, without running them through the FBI databases, and using fast and shallow background checks. When he took these actions, he knew or should have known that it was highly probable that harm would result. This quick-and-dirty approach represented a deliberate choice to gamble with passenger safety.

35. When Uber's current Chief Executive Officer, Dara Khosrowshahi, assumed that role in August 2017, he continued the policy of hiring drivers without biometric fingerprinting to be run through the FBI database. This was a very intentional and deliberate decision, evidenced by Uber's active lobbying and resistance against municipalities or regulatory bodies implementing any kind of biometric fingerprinting requirement for drivers.¹²

36. Uber's greed and complete disregard for rider safety or the rule of law is breathtaking. Uber's policy is that it will not report any criminal activity it learns of to law-enforcement authorities.¹³ That includes allegations of sexual assault.¹⁴ Thus, Uber's policy is that if it learns from an Uber rider, such as Plaintiff, that she was sexually assaulted, Uber will

¹² Ellen Huet, *Uber Publicly Resists Fingerprinting But Is Quietly Testing It On Some Drivers*, FORBES (Oct. 14, 2015) (available at <https://www.forbes.com/sites/ellenhuet/2015/10/14/uber-publicly-resists-fingerprinting-its-drivers-but-is-quietly-testing-it-live-scan/?sh=2bed4ac4c086>) (last accessed Mar. 31, 2023). Curt Devine, et al., *Thousands of criminals were cleared to be Uber drivers. Here's how rideshare companies fought stronger checks*, CNN (June 1, 2018) (available at <https://www.cnn.com/2018/06/01/us/felons-driving-for-uber-invs/index.html>) (last accessed Mar. 31, 2023); Meir Rinde, *Philly parking czar wants to know who's driving your Uber, says Pa. audit doesn't go far enough*, WHYY PBS (Apr. 4, 2019) (available at <https://whyy.org/articles/philly-parking-czar-wants-to-know-whos-driving-your-uber-says-pa-audit-doesnt-go-far-enough/>) (last accessed Mar. 31, 2023).

¹³ Greg Bensinger, *Uber Says Safety is its First Priority. Employees Aren't so Sure*, WASHINGTON POST (Oct. 1, 2019) (available at <https://www.washingtonpost.com/podcasts/post-reports/uber-says-safety-is-its-first-priority-employees-arent-so-sure/>) (last accessed Mar. 31, 2023).

¹⁴ *Id.*

not report this sexual assault to law enforcement.¹⁵ Uber is proud of this policy and feels “very strongly” that it is not Uber’s job to go to the to the police on behalf of customers when an Uber driver rapes an Uber passenger.¹⁶

37. Current CEO Mr. Khosrowshahi has supported this non-reporting policy. When he took the action of intentionally embracing this policy, he knew or should have known that it was highly probable that harm would result. After all, drivers will feel less constrained to commit sexual assault if they know it is less likely that law enforcement will be informed.

38. Uber’s greed, parochial focus on growth, and misogyny has had tragic consequences. In December 2014, a 26-year-old finance worker hailed an Uber to take her home from a work dinner near New Delhi, India.¹⁷ When she fell asleep in the car, her Uber driver moved to the backseat and raped her.¹⁸ The driver had been detained previously for rape.¹⁹ The rape caused an international imbroglio and New Delhi temporarily banned Uber.²⁰ Uber dealt with the situation by attacking the victim.

39. Eric Alexander was president of Uber in the Asia–Pacific region; he was Uber’s “number three” and Kalanick’s fixer.²¹ He secured, possibly illegally, the New Delhi rape victim’s medical records through a law firm.²² The records contained the medical examination that doctors

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ Ellen Barry and Suhasini Raj, *Uber Banned in India’s Capital After Rape Accusation*, NEW YORK TIMES (Dec. 8, 2014) (available at https://www.nytimes.com/2014/12/09/world/asia/new-delhi-bans-uber-after-driver-is-accused-of-rape.html?_r=0&module=inline) (last accessed Mar. 31, 2023); Isaac, SUPER PUMPED, at 149.

¹⁸ Isaac, SUPER PUMPED, at 149.

¹⁹ Barry and Raj, *Uber Banned in India’s Capital After Rape Accusation*.

²⁰ *Id.*

²¹ Isaac, SUPER PUMPED, at 260.

²² Kara Swisher and Johana Bhuiyan, *A Top Uber Executive, Who Obtained the Medical Records of a Customer Who was a Rape Victim, Has Been Fired*, VOX (June 7, 2017) (available at <https://www.vox.com/2017/6/7/15754316/uber-executive-india-assault-rape-medical-records>) (last accessed Mar. 31, 2023).

performed within hours of her rape.²³ Alexander shared these records with Mr. Kalanick and Uber's number two at the time, Emil Michael.²⁴ Many other Uber executives either saw the records or learned of them.²⁵ Mr. Kalanick latched on to the fact that the victim's hymen was still intact.²⁶ (This despite two people pointing out to him that the victim could have been anally raped.²⁷) He began cultivating and sharing a bizarre conspiracy that the woman was not raped; the whole incident was a plot against Uber by Olga, Uber's major ride-sharing competitor in India.²⁸ No matter that the Uber driver had a history of sexual assault and had confessed the assault to police.²⁹

40. Mr. Kalanick and Uber's leadership and board were the fountainhead of Uber's culture of reckless growth, misogyny, and lawlessness.³⁰ When Uber customers accused Uber drivers of sexual assault—something that happened with increasing frequency as Uber grew, given its lax supervision and shoddy background checks—Mr. Kalanick would pace around Uber headquarters, not wondering about how to improve rider safety but repeating the bromide, legally correct but a bromide nonetheless, “innocent until proven guilty.”³¹ When law enforcement decided not to bring criminal charges against an Uber driver accused of sexual assault because it felt it did not have enough evidence for a criminal conviction, “a round of cheers would ring out across the fifth floor of Uber HQ.”³²

²³ Isaac, *SUPER PUMPED*, at 261.

²⁴ Swisher and Bhulyan, *A Top Uber Executive, Who Obtained the Medical Records of a Customer Who was a Rape Victim, Has Been Fired*.

²⁵ *Id.*

²⁶ Isaac, *SUPER PUMPED*, at 261.

²⁷ *Id.* at 262.

²⁸ *Id.* at 261; Swisher and Bhulyan, *A Top Uber Executive, Who Obtained the Medical Records of a Customer Who was a Rape Victim, Has Been Fired*.

²⁹ Barry and Raj, *Uber Banned in India's Capital After Rape Accusation*.

³⁰ Isaac, *SUPER PUMPED*, at 194 (“The tone of Uber's culture was being set from the top . . . The result was a workforce that largely reflected Kalanick.”).

³¹ *Id.* at 167.

³² *Id.*

41. At a cocktail and dinner party with journalists in New York City, Mr. Michael attacked journalists who criticized Uber.³³ He was particularly angry with Sarah Lacy who had, in a recent story, accused Uber of “sexism and misogyny” and had said she was going to delete her Uber App because she feared for her safety because of Uber’s drivers.³⁴ Mr. Michael said that if any woman deleted her Uber App because of Ms. Lacy’s story and was sexually assaulted, Ms. Lacy “should be held personally responsible.”³⁵

42. The actions of Uber’s executives and board members demonstrate Uber’s contempt for women and myopic focus on profits. Uber only cares about growth. This culture permeates the entire company and endangers Uber’s female riders. Sarah Fowler wrote an explosive blog post, describing how pervasive this culture was at Uber.³⁶ Ms. Fowler was hired by Uber as a site-reliability engineer in 2016.³⁷ On her first day on the job, post-training, her manager sent her a message over the Uber chat system.³⁸ He said that he “was in an open relationship . . . and his girlfriend was having an easy time finding new partners but he wasn’t. He was trying to stay out of trouble at work, he said, but he couldn’t help getting in trouble, because he was looking for women to have sex with.”³⁹ Ms. Fowler felt it “was clear that he was trying to get [her] to have sex with him, and it was so clearly out of line that [she] immediately took screenshots of [the] chat messages and reported him to” Human Resources.⁴⁰ Uber Human Resources and “upper management” told her that “even though this was clearly sexual harassment

³³ Ben Smith, *Uber Executive Suggest Digging Up Dirt On Journalists*, BUZZFEED (Nov. 17, 2014) (available at <https://www.buzzfeednews.com/article/bensmith/uber-executive-suggests-digging-up-dirt-on-journalists>) (last accessed Mar. 31, 2023).

³⁴ *Id.*

³⁵ *Id.*; Isaac, SUPER PUMPED, at 129.

³⁶ Susan Fowler, *Reflecting on One Very, Very Strange Year at Uber*, SUSAN J. FOWLER, (Feb. 19, 2017) (available at <https://www.susanjowler.com/blog/2017/2/19/reflecting-on-one-very-strange-year-at-uber>) (last accessed Mar. 31, 2023).

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

1 and he was propositioning [her], it was this man's first offense, and that they wouldn't feel
 2 comfortable giving him anything other than a warning and a stern talking-to."⁴¹ Upper
 3 management told her that her manager "was a high performer," so "they wouldn't feel
 4 comfortable punishing him for what was probably just an innocent mistake on his part."⁴² Upper
 5 management told Ms. Fowler that she had two choices, join a new Uber team, or stay on her team,
 6 under the manager who propositioned her, but she "would have to understand that [the manager]
 7 would most likely give [her] a poor performance review when review time came around, and
 8 there was nothing [Human Resources] could do about that."⁴³ She was told that by Human
 9 Resources that if she chose to stick with the team she was on, that a poor review by her then
 10 manager wouldn't be retaliation because she had "been given an option."⁴⁴ Because working under
 11 a harassing manager was untenable to Ms. Fowler, she chose to switch teams.⁴⁵ She eventually
 12 learned, by talking to other women employees at Uber, that many of them had similar sexual-
 13 harassment stories and that the manager who sexually harassed her had sexually harassed others
 14 before he sexually harassed her.⁴⁶ That is, she learned that Human Resources and upper
 15 management had been mendacious with her. "Within a few months, [the harasser] was reported
 16 once again for inappropriate behavior, and those who reported him were told it was still his 'first
 17 offense.' The situation was escalated as far up the chain as it could be escalated, and still nothing
 18 was done" by Uber.⁴⁷

22 43. With the bad press Uber was getting because of the sexual assaults, Mr. Michael's
 23 comments, and the Sarah Fowler affair, Uber realized it needed to appear that it was making

24 ⁴¹ *Id.*

25 ⁴² *Id.*

26 ⁴³ *Id.*

27 ⁴⁴ *Id.*

28 ⁴⁵ *Id.*

⁴⁶ *Id.*

⁴⁷ *Id.*

1 changes and trying to eradicate its toxic-male culture, so it held a company-wide meeting to
 2 announce changes. At the meeting, Uber announced that it was going to increase its diversity and
 3 sensitivity by adding a female board member. Board member David Bonderman chimed in that
 4 the addition of a woman to the board meant “it’s much likelier [there will] be more talking on the
 5 board.”⁴⁸

6
 7 44. Uber’s “culture was poisoned from the very top.”⁴⁹ Indeed, John William Gurley
 8 was a longtime board member of Uber and a close confidant of Mr. Kalanick. He sat on his hands
 9 and watched silently as Uber put in place a culture and policies that have hurt many innocent
 10 women, including Plaintiff.

11 45. In an attempt to buff its tarnished reputation, Uber also hired former Attorney
 12 General Eric Holder and his law firm, Covington & Burling LLP, to investigate Uber’s culture
 13 and work-place environment.⁵⁰

14 46. During his investigation, as detailed in the publicly released “Holder Report,”
 15 Attorney General Holder uncovered “a winding, repetitive list of infractions that had occurred
 16 across hundreds of global offices, including sexual assault and physical violence.”⁵¹

17 47. As Uber’s sexual-assault and harassment problems publicly ballooned, it made
 18 pale and perfunctory attempts to act as though it is trying to confront them. In May 2018, Uber
 19 acknowledged the “deeply rooted problem” of sexual assault and proclaimed it was committed to
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 21

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 23 ⁴⁸ Mike Isaac and Susan Chira, *David Bonderman Resigns From Uber Board After Sexist*
 24 *Remark*, NEW YORK TIMES (June 13, 2017) (available at
 25 [https://www.nytimes.com/2017/06/13/technology/uber-sexual-harassment-huffington-bonderman.html?hp=&action=click&pgtype=Homepage&clickSource=story-](https://www.nytimes.com/2017/06/13/technology/uber-sexual-harassment-huffington-bonderman.html?hp=&action=click&pgtype=Homepage&clickSource=story-heading&module=inline®ion=top-news&WT.nav=top-news)
 26 [heading&module=inline®ion=top-news&WT.nav=top-news](https://www.nytimes.com/2017/06/13/technology/uber-sexual-harassment-huffington-bonderman.html?hp=&action=click&pgtype=Homepage&clickSource=story-heading&module=inline®ion=top-news&WT.nav=top-news)) (last accessed Mar. 31, 2023);
 Isaac, SUPER PUMPED.

27 ⁴⁹ Isaac, SUPER PUMPED, at 280.

28 ⁵⁰ Covington & Burling, LLP, *Covington Recommendations* (available at
<https://www.documentcloud.org/documents/3863793-Uber-Covington-Recommendations.html>)
 (last accessed Mar. 31, 2023)

⁵¹ Isaac, SUPER PUMPED, at 271.

1 solving the problem, stating that “we’re making some important changes today.”⁵² Included in
 2 these “important changes” was Uber’s promise to publish a “safety transparency report that will
 3 include data on sexual assaults . . . that occur on the Uber platform.”⁵³ Uber explained its
 4 commitment to publishing such data because “transparency fosters accountability.” Uber further
 5 explained that “sexual predators often look for a dark corner” and announced to the world that
 6 “we [Uber] need to turn the lights on.”
 7

8 48. Despite these promises, Uber persisted in darkness and did not release any data on
 9 sexual assaults for another year and a half.

10 49. When Uber finally released a report in December 2019, it was forced to
 11 acknowledge that there were 5,981 sexual assaults in the United States during Uber trips recorded
 12 in 2017 and 2018.⁵⁴
 13

14 50. Uber did not release a second safety report for more than two years.

15 51. On December 2, 2021, the California Public Utilities Commission approved a
 16 settlement agreement with Uber on reporting of data on sexual harassment and assault in which
 17 Uber agreed to pay \$9 million and provide information on sexual assault and harassment to the
 18 CPUC on a going-forward basis.⁵⁵
 19

20 52. It was another six months after Uber agreed to provide these data to the CPUC
 21 before Uber publicly released another safety report per its commitment in May 2018. In July
 22

23 ⁵² Troy West, *Turning the Lights On*, Uber Newsroom (May 15, 2018) (available at
<https://www.uber.com/newsroom/turning-the-lights-on/>) (last accessed Mar. 31, 2023).

24 ⁵³ *Id.*

25 ⁵⁴ Uber, US Safety Report 2017–18 (available at [https://www.uber-
 assets.com/image/upload/v1575580686/Documents/Safety/UberUSSafetyReport_201718_FullR
 eport.pdf?uclid_id=f2f17920-a01a-4c4a-b1a2-abd1e253f24a](https://www.uber-assets.com/image/upload/v1575580686/Documents/Safety/UberUSSafetyReport_201718_FullReport.pdf?uclid=f2f17920-a01a-4c4a-b1a2-abd1e253f24a)) (last accessed Mar. 31, 2023).

26 ⁵⁵ CPUC Press Release (Dec. 2, 2021) (available at [https://www.cpuc.ca.gov/news-and-
 updates/all-news/cpuc-approves-9-million-settlement-with-uber](https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-approves-9-million-settlement-with-uber)) (last accessed Mar. 31, 2023);
 27 see also *Order Instituting Rulemaking on Regulations Relating to Passenger Carriers,
 Ridesharing, and New Online-Enabled Transportation Services* (available at
 28 <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M427/K636/427636880.PDF>) (last
 accessed Mar. 31, 2023).

2022, it released a report covering 2019 and 2020 (a year when its ridership was decimated by the pandemic) stating it received 3,824 sexual-assault reports for that time period.⁵⁶

53. Uber's own data confirms that sexual assaults by Uber drivers continue to occur at an unacceptable rate.

54. Uber has not released any sexual-assault data for 2021 or 2022. Uber's decision to withhold that data prevents Uber passengers and the public from understanding the true rate at which such assaults continue to occur each day.

55. Uber became aware of its sexual-assault problem long before it released the Holder report. Uber's operations team "dealt with thousands of misconduct cases every year, including instances of sexual assault."⁵⁷

56. Uber "had so lowered the bar to become a driver that people who might have been prevented from driving in the official taxi industry could easily join Uber."⁵⁸

57. As described earlier, these decisions to lower the bar were made by Travis Kalanick and other officers, directors, and managing agents.

58. But it was not that Uber simply lowered the bar. It failed to take adequate steps to make its rides safe; it failed to provide everything necessary for safe transportation of its passengers. For example, Uber failed to install video cameras in the cars. Such a step would have chilled the wantonness of potential predators. It failed to provide an option in the Uber App that allowed female riders to select to be driven by female drivers. And it failed to adopt adequate training of its drivers on issues of sexual assault and sexual harassment. That is, it failed to provide

⁵⁶ Uber, US Safety Report 2019–20 (available at https://uber.app.box.com/s/vkx4zgwy6sxx2t2618520xt35rix022h?uclid_id=f2f17920-a01a-4c4a-b1a2-abd1e253f24a) (last accessed Mar. 31, 2023).

⁵⁷ Isaac, SUPER PUMPED, at 166.

⁵⁸ *Id.* at 177.

adequately trained drivers. These policies to fail to make its rides safe were put in place by Mr. Kalanick and other officers, directors, and managing agents of Uber.

59. Mr. Kalanick's successor, Mr. Khosrowshahi, continued the policy of not requiring third-party-operated cameras in Uber vehicles.

60. Mr. Kalanick, Mr. Khosrowshahi, and other officers, directors, and managing agents of Uber knew that if they put cameras in cars, fewer sexual assaults would occur during Uber rides. They knew that if they provided an option that would allow female passengers to choose to be driven by female drivers, fewer sexual assaults would occur during Uber rides. They knew that if they better trained their drivers in sexual-assault prevention, fewer sexual assaults would occur during Uber rides. They intentionally refused to put these safety policies in place with actual and constructive knowledge that declining to implement such policies made it highly probable that harm to female Uber passengers would result.

61. Uber's response to the driver sexual assaults that were reported to the company also evidenced the conscious disregard of Uber executives, including Mr. Kalanick and Mr. Khosrowshahi. A 2019 Washington Post investigative piece revealed Uber maintained a three-strikes policy for its drivers.⁵⁹ Investigators hired by Uber to investigate the more serious passenger complaints about drivers—such as drug use, physical violence, and sexual assault—reported: “A driver would only be deactivated under three circumstances: 1) if it was the second or third reported offense; 2) if there is corroborative evidence like video or a police report; 3) if the driver admits to the assault.”⁶⁰

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⁵⁹ Greg Bensinger, *When rides go wrong: How Uber's investigation unit works to limit the company's liability*, 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 accessed Mar. 31, 2023).

⁶⁰ *Id.*

1 62. Even with a three-strikes policy, Uber executives would make exceptions to keep
2 dangerous drivers on the road. “For instance, a New York-area driver allegedly made three
3 separate sexual advances on riders, said an investigator assigned to the case. After an executive
4 overruled the investigator, the driver was allowed to continue working until a fourth incident,
5 when a rider claimed he raped her.”⁶¹
6

7 63. As Uber became more popular, more people realized Uber had so lowered the bar
8 that people with checkered backgrounds could drive for Uber. People also realized that Uber had
9 not provided everything necessary for safe rides, that is, everything that might make it more
10 difficult to get away with sexual assaults, like video cameras in cars. In addition, they recognized
11 Uber was at the same time marketing itself to women as a safe mode of transportation, including
12 after drinking. Because of these factors, Uber became a magnet for sexual predators—men who
13 knew that driving for Uber meant they would get to drive intoxicated women late at night. These
14 men started sexually assaulting women at alarming rates, as the Holder Report shows. And, as
15 stated earlier, Uber and its officers, directors, and managing agents—including Mr. Kalanick—
16 had actual knowledge that these sexual assaults were going on, on the platform and women were
17 being hurt. But they did nothing. They failed to start screening drivers better and failed to place
18 video cameras in cars. They intentionally refused to implement these safety measures despite
19 actual knowledge of the problem, and these officers, directors, and managing agents—including
20 Mr. Kalanick—had actual or constructive knowledge that refusing to do so meant there was a
21 high probability that more female passengers would be harmed, which—foreseeably—is what
22 happened to Plaintiff.
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28 ⁶¹ *Id.*

THE ATTACK ON PLAINTIFF

64. This suit arises from the serious harm Plaintiff suffered as a result of the wrongful acts and omissions of Defendants.

65. On or about November 15, 2023, Plaintiff requested an Uber ride using the Uber App.

66. Plaintiff had been celebrating her impending graduation from flight attendant training. Plaintiff had spent the evening at the home of her boyfriend and was ready to return to her hotel. Plaintiff and her boyfriend were intoxicated so Plaintiff responsibly ordered a ride from Uber. The Uber driver arrived and immediately asked if the man who put her in the Vehicle was her boyfriend and if they had sex that night.

67. Plaintiff was exhausted and she asked the Uber driver to hurry to her hotel as she laid down in the back seat. The Uber driver continued to make vulgar comments to Plaintiff, but Plaintiff ignored the Uber driver. Plaintiff's eyes were closed but she heard the Uber driver say that he had to stop the car.

68. The Uber driver stopped the Vehicle and before Plaintiff could even process what was happening the Uber driver had entered the back seat and forced himself on top of Plaintiff. Plaintiff was unable to fight him off although she tried. The Uber driver raped Plaintiff.

69. Plaintiff immediately reported the incident to Uber and the police. The police investigation is active and ongoing.

70. Plaintiff no longer feels safe using Uber for transportation.

71. This unwanted and inappropriate behavior by the Uber driver humiliated, violated, and robbed Plaintiff of her dignity and personal safety.

72. By failing to take reasonable steps to confront the problem of multiple rapes and sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the

1 safety of its passengers, including Plaintiff, has breached its duty of reasonable care, and has
2 breached the implied and express covenants arising from its contract with its passengers.

3 73. The Uber driver who assaulted Plaintiff perpetrated the above-described assault,
4 harassment, and/or attack in the course and scope of his employment with Uber and while under
5 Uber's direction and control. These acts caused Plaintiff pain and suffering that persists to this
6 day.
7

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

15 75. The Uber driver who assaulted Plaintiff was an agent or employee of Uber, which
16 is a common carrier. His duties were directed at the comfort and protection of passengers in his
17 vehicle, including Plaintiff.

18 76. Uber derived a monetary benefit from every ride assigned to said Uber driver
19 through its Uber App, including Plaintiff's ride during which she was harassed, battered, and/or
20 assaulted.
21

22 **Uber Misled Plaintiff And The Public Into Believing It Was Addressing The**
23 **Deeply Rooted Issue Of Sexual Assault On Its Platform In Violation Of Its**
24 **Statutory And Common-Law Duties.**

25 77. Uber is a transportation company. Its core business is providing transportation to
26 the public at large through its network of drivers. It connects its drivers to the public through the
27 Uber App. Anyone from the public may download the Uber App for free. Using the app, a
28 customer may request a ride from one of Uber's drivers for a standardized charge unilaterally set
by Uber. Uber directs its drivers to pick up the passengers and transport them to their destinations.

1 78. Uber provides transportation through a digital application made available to the
2 general public for the purpose of transporting its users—the passengers—from place to place for
3 profit. Uber has widely offered its services to the general public and charges standard fees for its
4 services through its application. Uber represents that it does not allow discrimination against
5 passengers on the basis of race, color, national origin, religion, gender, gender identity, physical
6 or mental disability, medical condition, marital status, age, or sexual orientation. Any member of
7 the public can use Uber’s services for transportation.
8

9 79. Uber is a common carrier under California Civil Code §2168 and the common
10 law.⁶² Uber holds itself out to the public generally and indifferently to transport persons from
11 place to place for profit. As a common carrier, Uber owes its passengers, including the Plaintiff
12 named herein, a heightened duty of care. Uber has an affirmative duty to protect its passengers
13 from assault by one of its employees or contractors and is liable for its employees’ or agents’
14 assaults, regardless of whether such acts were committed within the course and scope of
15 employment for Uber.
16

17 80. Given the heightened duty Uber has as a common carrier, to the extent it failed or
18 refused to implement procedures, policies, and app functions that it knew or should have known
19 would prevent assaults such as those suffered by Plaintiff, as Plaintiff has alleged, Uber is liable
20 for the above-described tortious acts of its driver, which harmed Plaintiff.
21

22 81. Further, the heightened duty Uber has as a common carrier a non-delegable duty.
23 Under the common law, Uber has a non-delegable duty to safely transport its passengers from the
24 place it picks them up to their destination. This duty cannot be delegated to Uber drivers. When
25
26

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28 ⁶² See, e.g., *Doe v. Uber Techs., Inc.*, 184 F. Supp.3d 774, 787 (N.D. Cal. 2016) (“Plaintiff’s
allegations support the claim that Uber ‘offers to the public to carry persons,’ thereby bringing it
within California’s definition of common carrier for tort purposes.”)

1 an Uber driver assaults a passenger, Uber is liable for the driver's actions due to its non-delegable
2 duty.

3 82. Uber drivers are largely nonprofessional, untrained, and use their own vehicles.
4 Uber employs and engages its drivers, including the driver who assaulted Plaintiff, in traditional
5 at-will relationships, in which:
6

- 7 a. Uber has discretion to fire its drivers for any reason and at any time; that is, Uber
8 maintains the right to discharge its drivers at will, and without cause;
- 9 b. Drivers are not charged a fee by Uber to apply to become employees;
- 10 c. At all times relevant, there was no agreement between Uber and the driver
11 designating the driver as an independent contractor;
- 12 d. Drivers are not charged a fee to download the app or to receive notifications from
13 Uber that customers want rides;
- 14 e. Fare prices for rides are set exclusively by Uber;
- 15 f. Drivers have no input on fares charged to consumers;
- 16 g. Drivers are not permitted to negotiate with consumers on fares charged;
- 17 h. Drivers do not know what riders are charged for a given ride;
- 18 i. Uber can and does modify charges to consumers; for example, if Uber determines
19 that a driver has taken a circuitous route to a destination;
- 20 j. Uber takes a fee of every ride charged to a consumer;
- 21 k. Uber retains control over customer-contact information;
- 22 l. Uber controls its drivers' contacts with its consumer base and considers its
23 consumer list to be proprietary information.
- 24 m. In some instances, Uber controls the hours a driver works;
- 25
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- n. Drivers are not permitted to answer passenger inquiries about booking future rides outside of the Uber App;
- o. Driving for Uber is not a specialized skill;
- p. Uber's business model depends on having a large pool of non-professional drivers;
- q. Drivers must abide by a list of regulations to drive for Uber;
- r. Uber requires its drivers to pick up Uber customers on the correct side of the street;
- s. Uber forbids its drivers from talking on their cell phones while driving customers;
- t. Uber tracks drivers' speed and braking and sends drivers reports based on how many times the driver had to brake hard;
- u. Uber drivers are not allowed to ask Uber customers for their contact information;
- v. Drivers who reject ride requests risk discipline, including suspension or termination from the platform;
- w. Consumers give feedback on rides they have taken and rate drivers on a scale from one star to five stars. These ratings are used by Uber to discipline and terminate drivers; and
- x. Such other acts of control that discovery will show.

83. Uber actively markets itself as a safe company that provides safe rides. Both before 2014 and after, Uber actively and aggressively marketed the supposed safety of its transportation services. These efforts continue to this day, and include email messages sent to every Uber customer, including Plaintiff.

84. Over the years, Uber has launched marketing campaigns specifically marketing its transportation services to, among others, young women too intoxicated to drive.

85. Uber represented to its customers, including Plaintiff, on its website all of the following:

- 1 a. “How we help keep you safe—We’re committed to helping you get where you
2 want to go with confidence, whether it’s building emergency features in the app
3 or making it easy for you to check your ride.”
- 4 b. “Ride with confidence—The Uber experience was built with safety in mind.
5 Through incident prevention tools, insurance coverage, and technology that keeps
6 you connected, we’re dedicated to helping you move safely and focus on what
7 matters most.”
- 8 c. “Ride with confidence—Designing a safer ride—driver screenings—All potential
9 drivers in the US must complete a screening before becoming an Uber driver-
10 partner, and current drivers continue to be vetted for criminal offenses.”
- 11 d. “Ride with confidence—Designing a safer ride—On every trip, you can tap a
12 button for safety tools and get help whenever you need it.”
- 13 e. “Ride with confidence—Designing a safer ride—An inclusive community—
14 Through our joint efforts with cities and safety experts and by working together,
15 we’re helping to create safe journeys for everyone.”
- 16 f. “Our commitment to safety—You deserve to be able to move safely. To look
17 forward to the opportunities ahead. To be connected to people and places that
18 matter most. Which is why we’re focused on your safety, from setting new
19 standards to developing technology with the goal of reducing incidents.”
- 20 g. “How safety is built into your experience—Safety features in the app—Tap a
21 button for emergency assistance. Share your trip details with loved ones. Our
22 technology helps put peace of mind at your fingertips.”
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- 1 h. “How safety is built into your experience—An inclusive community—Millions of
2 riders and drivers share a set of Community Guidelines, holding each other
3 accountable to do the right thing.”
- 4 i. “How safety is built into your experience—Coverage on every trip—We’ve put
5 insurance from leading companies in place for every ride.”
- 6 j. “Building safer journeys for everyone—Rider safety—Uber driver-partners in the
7 US go through a multi-point screening check for their driving and criminal history
8 before they are authorized to take trips through the app. Every rider has access to
9 safety features built into the app and a support team if you need them.”
- 10 k. “The future of safety—More than 200 Uber employees, from researchers and
11 scientists to designers and engineers, are focused on building technology that puts
12 safety at the heart of your experience.”
- 13 l. “Safe rides around the clock—Affordable, reliable transportation can help make
14 roads safer. Need a late-night ride and can’t drive yourself? Request a ride with
15 Uber.”

16 86. Uber actively and publicly markets its transportation services to be safe and
17 reliable services.

18 87. Uber actively and publicly markets its transportation services to be safe and
19 reliable during late-night hours.

20 88. Uber has cultivated an image among its customers of safety and superiority to
21 public transportation and traditional taxis. Because of aggressive marketing, most Uber customers
22 are generally unaware of the real risks associated with Uber rides and continue to believe a ride
23 with Uber is a safer and better alternative.

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

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

91. Uber markets its ride hailing service to female riders as a safer alternative to traditional taxis.

92. On a “Women’s Safety” page on its website, Uber advertised that it was “driving change for women’s safety,” specifically representing that “[s]exual assault and gender-based violence don’t belong anywhere in our communities, which is why Uber is committed to help stop incidents before they happen” and touting its “safety features and education” and “transparency.”⁶³ Through such representations, Uber encourages women like Plaintiff to trust its services to secure safe transportation.

93. In 2015, Uber released a report with Mothers Against Drunk Driving “MADD” that states “The Uber App was created to ensure reliable access to safe rides.” The report states that with Uber, intoxicated persons can find “a safe, reliable ride home” that is “always within reach.”⁶⁴ The report further represents that “Uber is a better late[-]night option” and reports that “93% of people would recommend Uber to a friend if they have been drinking. Not only would people take Uber themselves—they would trust Uber to take their drunk friend home safely.”⁶⁵

94. The safe image that Uber aggressively cultivates suggests to customers, including Plaintiff, that riding while intoxicated with Uber is safe. Uber does not inform riders, like Plaintiff,

⁶³ Uber, Women’s Safety (available at <https://www.uber.com/us/en/safety/womens-safety/>) (last accessed Mar. 31, 2023).

⁶⁴ Uber and MADD Report, “More Options. Shifting Mindsets. Driving Better Choices” (Jan. 2015) (available at http://newsroom.uber.com/wp-content/uploads/madd/uber_DUI_Report_WIP_12.12.pdf) (last accessed Mar. 31, 2023).

⁶⁵ *Id.* at 2 and 3.

1 that hailing a ride after drinking puts riders in peril from the drivers themselves. By marketing
2 heavily to young women who have been drinking, and promising safe rides, Uber puts riders in
3 peril.

4 95. Uber knew its representations and promises about rider safety were false and
5 misleading yet continued to allow riders to believe in the truth of these representations and
6 promises and continued to profit from riders' reliance on those representations and promises.

7 96. Unfortunately, an Uber driver sexually assaulting a passenger is not an isolated or
8 rare occurrence. The safety report referenced above that Uber released in December 2019 showed
9 there were thousands of sexual assaults during Uber rides in 2018 alone.⁶⁶ Tony West, Uber's
10 Chief Legal Officer, said in response to that report, the "numbers are jarring and hard to digest."⁶⁷

11 97. Uber employs a vast network of drivers. But, at all relevant times, Uber provided
12 its drivers with inadequate training regarding sexual assault, sexual relations, sexually
13 inappropriate behavior, sensitivity, and customer relations.

14 98. Uber has also provided inadequate background checks and screening of its drivers.
15 Among other things, it does not fingerprint its drivers (unless forced to do so by state or local
16 laws), it does not run the applicant drivers against all available public databases, and it does not
17 do international background checks (despite its global presence).

18 99. Uber lobbies state and local governments to limit what is required of Uber with
19 respect to driver background checks. Uber also lobbies local government entities to continue
20 allowing Uber to perform its own background checks of its driver applicants, rather than

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26 ⁶⁶ Kate Conger, *Uber says 3,045 sexual assaults were reported in U.S. rides last year*, NEW
27 YORK TIMES (Dec. 5, 2019) (available at
28 <https://www.nytimes.com/2019/12/05/technology/uber-sexual-assaults-murders-deaths-safety.html>) (last accessed Mar. 31, 2023).

⁶⁷ *Id.*

1 municipalities performing the more stringent and reliable screening they conduct for traditional
2 taxi drivers.

3 100. Uber has successfully persuaded lawmakers in several states to keep background-
4 check requirements for its drivers limited.

5 101. As a direct result of Uber's lobbying efforts, those entities largely self-enforce
6 hiring standards for their drivers. In cities where municipalities perform the screening, such as in
7 Houston, Texas and Seattle Washington, hundreds of driver applicants Uber approved are
8 ultimately rejected by the municipality.

9 102. Even where authorized to do so, Uber generally does not perform driver
10 background checks and instead outsources the checks to a third-party vendor that often limits the
11 extent of its background check and that does not verify the information provided by the applicant
12 is accurate or complete. The turnaround time for an Uber background check is often under 36
13 hours. The application process to become an Uber driver is simple, fast, and designed to allow
14 the company to hire as many drivers as possible while incurring minimal associated costs. Uber
15 fought for and implemented a less robust hiring process knowing it would be at the expense of
16 passenger safety.

17 103. Although Uber claims its drivers are not employees, Uber engages its drivers as
18 part of its business and the Uber drivers are charged with the responsibility of safely transporting
19 Uber passengers to their destination.

20 **DELAYED DISCOVERY AND FRAUDULENT CONCEALMENT**

21 104. The discovery rule applies to toll the running of the statute of limitations until
22 Plaintiff knew, or through the exercise of reasonable care and diligence, should have known of
23 the existence of her claim against Uber.

1 105. Plaintiff was not aware of the foreseeability of the assault she endured because
2 Uber intentionally concealed the fact that Uber drivers had been regularly physically and/or
3 sexually assaulting women since at least 2014 and instead represented that Uber was a safe mode
4 of transportation.

5 106. A reasonable investigation by Plaintiff at the time of her assault would not have
6 revealed the factual basis of her claims against Uber. This is because Uber, through marketing
7 and more, took actions to conceal that its drivers regularly and frequently assaulted women. This
8 is also because Uber has publicly claimed that it does not control its drivers and that its drivers
9 are not Uber employees. As such, despite reasonable diligence, Plaintiff was unable to discover
10 Uber's negligent or wrongful conduct, which brought about or contributed to bringing about the
11 assault she suffered.
12

13 107. Furthermore, the running of any statute of limitations has been equitably tolled by
14 reason of Uber's intentional representations and fraudulent concealment and conduct.
15

16 108. Through its affirmative misrepresentations and omissions, Uber actively
17 concealed from Plaintiff the true risks associated with using the Uber App and riding in an Uber,
18 specifically, the risk of being assaulted, battered, harassed, and/or otherwise attacked.
19

20 109. As a result of Uber's actions, Plaintiff was unaware, and could not reasonably
21 know or have learned through reasonable diligence that Uber could be held liable for the risks its
22 drivers posed and that those risks were the direct and proximate result of Uber's acts and
23 omissions.

24 110. Plaintiff did not learn of Uber's negligent or wrongful actions and omissions in
25 bringing about the assault until after she saw advertisements for legal help.

26 111. Furthermore, Uber is estopped from relying on any statute of limitations because
27 of its concealment of the truth about its failure to adequately employ measures to ensure the safety
28

1 of its passengers. Uber had a duty to disclose the true character, quality, and nature of its
2 background checks and the incidence of Uber drivers sexually assaulting or otherwise attacking
3 passengers, because this was non-public information over which Defendants had, and continue to
4 have, exclusive control, and because Defendants knew this information was not available to
5 Plaintiff, Uber passengers/customers, and/or the general public.
6

7 **CLAIM 1: GENERAL NEGLIGENCE**

8 112. Plaintiff incorporates all prior allegations.

9 113. By providing transportation to the general public using its application and network
10 of drivers, Uber owed a duty to act with due and reasonable care towards the public and in
11 particular its own passengers, including Plaintiff.

12 114. Uber has been on notice that its drivers have been sexually harassing, sexually
13 assaulting, and raping its passengers since at least 2014. Uber was aware or should have been
14 aware that some Uber drivers would continue to sexually assault, stalk, harass, kidnap, physically
15 assault, rape, and/or otherwise attack their vulnerable Uber patrons and passengers.
16

17 115. Since learning of the sexual assaults perpetrated by its drivers, Uber never adapted
18 or improved its safety procedures in any meaningful way.

19 116. Uber does not require video monitoring of its drivers that cannot be turned off, nor
20 does it provide emergency notification to law-enforcement authorities when a driver drastically
21 veers off course from the passenger's destination, abruptly cancels the ride, or ends the ride at the
22 intended destination but GPS data indicates the passenger remains in the car for a significant
23 period of time.
24

25 117. At all times relevant, Uber was well aware of the dangers its drivers posed, yet it
26 still induced, and continues to induce, the public, including Plaintiff, to rely on Uber as a safe
27 means of transportation. In doing so, Uber failed to warn passengers, including Plaintiff, of the
28 possibility of being assaulted, battered, harassed, and/or otherwise attacked by an Uber driver.

1 118. At the time Plaintiff was assaulted, Uber did not require sexual harassment/assault
2 training for its drivers, nor did it have any policies in place for immediate termination if a driver
3 engages in sexual misconduct.

4 119. Uber does not cooperate with the police when a driver commits an illegal sexual
5 attack on its passengers. Despite having the express right to disclose driver information at Uber's
6 sole discretion, Uber requires that extensive standards be met before the company will even
7 consider law enforcement requests for information. Even after a report of sexual assault has been
8 made, Uber generally requires a subpoena before it will release information. Uber's policy of
9 noncooperation discourages police agencies from making recommendations to local prosecutors
10 to file complaints against Uber drivers and provides Uber's predatory drivers with tacit assurance
11 that their illegal attacks will not be detected by law enforcement.

12 120. When hiring new drivers, Uber does not verify driver identities with biometric
13 background checks. Uber does not correct for false negatives created by its name-based screening
14 procedures. Uber does not provide industry-standard background checks that would provide the
15 most comprehensive means of screening applicant drivers. Uber does not invest in continuous
16 monitoring of its drivers and is not immediately alerted when one of its drivers is implicated in
17 criminal acts.

18 121. Uber does not have a consistent, reliable system for addressing passenger reports
19 of sexual assault by its drivers and continues to let dangerous predators drive for and earn money
20 for Uber.

21 122. For the above reasons and others, Uber breached its duty of reasonable care to
22 Plaintiff.

23 123. As a legal and direct result of Uber's actions and omissions, Plaintiff was
24 assaulted, battered, harassed, and/or otherwise attacked by an Uber driver, which humiliated,
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1 degraded, violated, and robbed Plaintiff of her dignity and personal safety. The assault on Plaintiff
2 caused her to suffer psychological and physical harm from which she may never fully recover.

3 124. As a direct and proximate result of Defendants' general negligence, Plaintiff
4 suffered economic and non-economic damages.

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

9 **CLAIM 2: NEGLIGENT HIRING, RETENTION, AND SUPERVISION**

10 126. Plaintiff incorporates all prior allegations.

11 127. Uber engaged and retained or otherwise employed the Uber driver who assaulted,
12 harassed, and/or otherwise attacked Plaintiff as described above.

13 128. Uber did not interview, check the references of, provide training to, or advise the
14 Uber driver of any anti-sexual assault policies when hiring him. Uber had no reasonable basis for
15 believing Uber drivers in general were fit to drive vulnerable women around, particularly at night,
16 and failed to use reasonable care in determining whether the driver in question was fit for the task.
17 Uber should have known of the unfitness of the Uber driver involved in the assault on Plaintiff
18 but failed to use reasonable care to discover his unfitness and incompetence.
19

20 129. Despite failing to reasonably endeavor to investigate the incompetence of Uber
21 drivers, including the one who harmed Plaintiff, for transporting vulnerable and/or intoxicated
22 women in a moving vehicle, Uber hired said driver to do exactly that.

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

28 131. Uber failed to employ measures to adequately supervise its drivers.

1 132. Uber failed to adequately record, investigate, and respond to passenger reports of
2 unsafe conduct such as sexual harassment and sexual assault by Uber drivers.

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

7 134. The Uber driver who assaulted Plaintiff was, and/or became, unfit to perform the
8 work for which he was hired as he improperly and illegally took advantage of Plaintiff when she
9 attempted to use the service for a safe ride to her destinations, which caused her psychological
10 and/or physical harm.

11 135. Because of the Uber driver's unfitness to perform the task of transporting Plaintiff,
12 Plaintiff was assaulted, harassed, battered, and/or otherwise attacked, which humiliated,
13 degraded, violated, and robbed Plaintiff of her dignity and personal safety.
14

15 136. Uber's negligence in hiring, retaining, and or supervising Uber drivers, including
16 the driver who harmed Plaintiff, caused Plaintiff to be assaulted, battered, harassed, and/or
17 otherwise attacked by the Uber driver, which humiliated, degraded, violated, and robbed Plaintiff
18 of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer
19 physical and/or psychological harm from which she may never fully recover.
20

21 137. As a direct and proximate result of Defendants' negligent supervision, hiring, and
22 retention of Uber drivers, including the driver who harmed Plaintiff, Plaintiff suffered economic
23 and non-economic damages.

24 138. Plaintiff will seek actual and punitive damages based on Defendants' above-
25 described actions, which evidence wanton and reckless disregard for the safety of passengers like
26 Plaintiff.
27

28 ///

CLAIM 3: COMMON-CARRIER NEGLIGENCE

139. Plaintiff incorporates all prior allegations.

140. At the time Plaintiff was sexually assaulted, Uber was a common carrier as it provided transportation, generally and indifferently, to the general public.

141. Uber provides transportation through a digital application and transportation network made available to the general public, generally and indifferently, for the purpose of transporting its users, the passengers, from place to place for profit. Uber has widely offered its services to the general public and charges standard fees for its services through its application. Uber represents that it does not allow discrimination against passengers on the basis of race, color, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation. Any member of the public can use Uber's services for transportation.

142. Uber is registered with the State of California, Public Utilities Commission, as a Transportation Network Company, which is "defined as an organization . . . that provides prearranged transportation services for compensation using an online-enabled application (app) or platform to connect passengers with drivers using their personal vehicles." (CPUC Decision 13-09-045, Rulemaking 12-12-011, September 19, 2013.)

143. As a common carrier, Uber must carry its passengers, including Plaintiff, safely.

144. Uber has a duty to employ the utmost degree of care and diligence that would be expected of a very cautious company. Uber has a duty to do all that human care, vigilance, and foresight reasonably can do under the circumstances to avoid harm to passengers, including Plaintiff.

145. Uber must use reasonable skill to provide everything necessary for safe transportation, in view of the transportation used and the practical operation of the business.

1 146. Despite complaints to Uber of physical and/or sexual assaults committed by Uber
2 drivers and lawsuits against Uber for physical and/or sexual assault, to this day Uber has failed to
3 implement safety precautions that would adequately address its assault problem.

4 147. Uber does not provide a consistent and reliable way for passengers to report
5 physical and/or sexual abuse.

6 148. Uber does not warn passengers of the dangers of riding with Uber and fails to warn
7 passengers of past complaints regarding Uber drivers.

8 149. Uber does not have an effective program in place to deal with the sexual-predator
9 crisis posed by some of its drivers.

10 150. Uber knows its female passengers are in a uniquely vulnerable situation enclosed
11 in a moving vehicle and that a subset of its drivers are sexual predators.

12 151. Uber has not exercised reasonable care to protect its passengers from harassment
13 and assault by Uber's drivers.

14 152. Uber has not exercised the utmost degree of care in order to protect its passengers
15 from the danger posed by sexual predators who drive for Uber. If Uber had used the highest
16 degree of care, Uber could have prevented or dramatically reduced the likelihood of the physical
17 and/or sexual assault of its passengers, including Plaintiff.

18 153. Uber failed to safely transport Plaintiff.

19 154. Uber failed to use the utmost care and vigilance to protect Plaintiff from its own
20 driver who assaulted, harassed, and/or otherwise attacked Plaintiff while she was being
21 transported by Uber.

22 155. Uber failed to take reasonable precautions to protect its vulnerable female
23 passengers, including Plaintiff, from the foreseeable and known risk of assault and/or harassment
24

1 by its drivers. If Uber had used the highest degree of care, Uber could have prevented or reduced
2 the likelihood of the sexual assault of its passengers, including Plaintiff.

3 156. As a legal and proximate result of Uber's actions and omissions of Uber, Plaintiff
4 was assaulted, battered, harassed, and/or otherwise attacked by the Uber driver, which humiliated,
5 degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack
6 on Plaintiff caused Plaintiff to suffer physical and/or psychological harm from which she may
7 never fully recover.
8

9 157. As a direct and proximate result of Uber's negligence as a common carrier,
10 Plaintiff suffered economic and non-economic damages.

11 158. Plaintiff will seek actual and punitive damages based on Defendants' above-
12 described actions, which evidence wanton and reckless disregard for the safety of passengers like
13 Plaintiff.
14

15 **CLAIM 4: NEGLIGENT FAILURE TO WARN**

16 159. Plaintiff incorporates all prior allegations.

17 160. Uber's conduct created a risk of physical or emotional harm to its passengers,
18 including Plaintiff.

19 161. In operating its business, Uber knew and had reason to know that its passengers
20 were at risk of sexual assault and abuse by Uber's drivers since at least 2014. Since then, Uber
21 has received frequent passenger complaints about driver misbehavior, has been notified of police
22 investigations of drivers' criminal conduct while acting in their capacity as Uber drivers, and has
23 been the subject of numerous civil suits alleging the sexual harassment and assault of Uber's
24 passengers by Uber's drivers.
25

26 162. Despite the knowledge of the danger its enterprise created, Uber prioritized profits
27 over passenger safety and did not alert its passengers, including Plaintiff, to the risk of physical
28

1 and/or sexual assault by Uber drivers. In fact, Uber continued to market itself as a service that
2 provides “safe” rides, even to unaccompanied and/or intoxicated passengers, knowing sufficient
3 measures had not been employed to keep passengers safe from being physically and/or sexually
4 assaulted.

5
6 163. Uber itself represented to its passengers that riding with Uber is safe, implying it
7 is free of risk from physical and/or sexual assault.

8 164. Uber did not warn that its criminal background checks of Uber drivers were
9 limited, nor did it warn that it sometimes allows drivers to continue driving for Uber even after a
10 passenger reports to Uber that she was physically and/or sexually assaulted.

11 165. Uber had reason to know that passengers would be unaware of the risk of physical
12 and/or sexual assault by Uber drivers.

13
14 166. A warning to its passengers that they were at risk of physical and/or sexual assault
15 by Uber drivers would have reduced the risk of harm to passengers, including Plaintiff, who could
16 have arranged for alternative transportation or taken additional safety precautions and avoided
17 the assaults they suffered at the hands of Uber drivers.

18 167. Plaintiff would not have ridden alone in an Uber had Uber provided an adequate
19 warning regarding the risk of being assaulted, battered, harassed, and/or otherwise attacked by an
20 Uber driver.

21
22 168. As a legal and proximate result of Uber’s actions and omissions, Plaintiff was
23 assaulted, harassed, and/or otherwise attacked by the Uber driver, which humiliated, degraded,
24 violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff
25 caused Plaintiff to suffer physical and/or psychological harm from which she may never fully
26 recover.

1 169. As a direct and proximate result of Defendants' negligent failure to warn, Plaintiff
2 suffered economic and non-economic damages.

3 170. Plaintiff will seek actual and punitive damages based on Defendants' above-
4 described actions, which evidence wanton and reckless disregard for the safety of passengers like
5 Plaintiff.

6
7 **CLAIM 5: INTENTIONAL MISREPRESENTATION**

8 171. Plaintiff incorporates all prior allegations.

9 172. At the time Plaintiff was assaulted, battered, harassed, and/or otherwise attacked,
10 she had downloaded the Uber App and had an account with Uber.

11 173. Uber represented to Plaintiff and the general public that safety was Uber's top
12 priority, and it was Uber's goal to make every ride safe, comfortable, and reliable. At the same
13 time, Uber already knew that a number of its drivers had preyed on vulnerable female passengers
14 by sexually molesting, assaulting, harassing, and/or raping them.

15 174. Uber made intentional misrepresentations of fact to all users of the Uber App,
16 including Plaintiff, that were known by Uber to be false including the false statements Uber made,
17 stating it would provide Plaintiff with a safe ride to her destination.

18 175. These representations regarding safety were made to Uber customers, including
19 Plaintiff, through periodic emails Uber sent to its customers, social-media advertisements, and
20 Uber's own website and app. Plaintiff relied upon several advertisements and statements where
21 Uber proclaimed it would provide a safe ride. Plaintiff read Uber's self-promoting statements
22 regarding safety both before and after Plaintiff was assaulted, harassed, battered, and/or otherwise
23 attacked by the Uber driver.

24 176. Prioritizing profits over passenger safety, Uber made these intentional
25 misrepresentations of material fact to induce women, including Plaintiff, to use Uber's services.

1 177. Uber made these representations to Plaintiff and the general public despite
2 knowing it had chosen not to take the measures necessary to provide a safe ride to her intended
3 destination and, as a result, continued physical and/or sexual assault of its passengers by its drivers
4 was a foreseeable occurrence.

5 178. Uber made these representations to induce women, like Plaintiff, to use Uber's
6 services and to derive profit from women like Plaintiff.

7 179. In ordering and entering an Uber vehicle, Plaintiff reasonably relied on Uber's
8 representations that it would get her safely to her destination.

9 180. In trusting and relying on Uber's representations, Plaintiff was placed in a uniquely
10 vulnerable position that was taken advantage of by the Uber driver who assaulted, harassed,
11 and/or otherwise attacked Plaintiff.

12 181. As a direct and proximate result of Uber's intentional misrepresentations, Plaintiff
13 was assaulted, battered, harassed, and/or otherwise attacked by the Uber driver, which humiliated,
14 degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack
15 on Plaintiff caused Plaintiff to suffer physical and/or psychological harm from which she may
16 never fully recover.

17 182. As a direct and proximate result of Uber's intentional misrepresentations, Plaintiff
18 suffered economic and non-economic damages.

19 183. Plaintiff will seek actual and punitive damages based on Defendants' above-
20 described actions, which evidence wanton and reckless disregard for the safety of passengers like
21 Plaintiff.

22 **CLAIM 6: NEGLIGENT MISREPRESENTATION**

23 184. Plaintiff incorporates all prior allegations.

1 185. Uber represented to Plaintiff and the general public that safety is Uber's top
2 priority, and that it is Uber's goal to make every ride safe, comfortable, and reliable. At the time
3 of the assault alleged, Uber knew that a number of its drivers had previously preyed on vulnerable
4 female passengers by sexually molesting, assaulting, harassing, and/or raping them.

5 186. Uber continued to represent that its services were safe to further Uber's own
6 pecuniary interests.

7 187. In choosing to represent to its customers/users that its services were safe, Uber had
8 a duty to provide correct and accurate information about the actual safety of its services.

9 188. Uber knew or should have known that it could not provide the safe ride that it
10 represented it could.

11 189. Knowing of the incidence of sexual assault of its passengers by its drivers and
12 knowing that Uber had not implemented adequate precautions, Uber had no reasonable grounds
13 for believing that it could provide Plaintiff and other passengers a safe ride as represented.

14 190. In getting into the Uber, Plaintiff reasonably relied on Uber's representations that
15 it would get her safely to her intended destination.

16 191. In trusting and relying on Uber's representations, Plaintiff was placed in a uniquely
17 vulnerable position that was taken advantage of by an Uber employee, the Uber driver, who
18 assaulted, battered, harassed, and/or otherwise attacked Plaintiff.

19 192. As a direct and proximate result of Uber's conduct, Plaintiff was assaulted,
20 harassed, battered, and/or otherwise attacked by the Uber driver, which humiliated, degraded,
21 violated, and robbed her of her dignity and personal safety. The depraved attack on Plaintiff
22 caused her to suffer physical and/or psychological harm from which she may never fully recover.

23 193. As a direct and proximate result of Uber's negligent misrepresentations, Plaintiff
24 suffered economic and non-economic damages.

1 194. Plaintiff will seek actual and punitive damages based on Defendants' above-
2 described actions, which evidence wanton and reckless disregard for the safety of passengers like
3 Plaintiff.

4 **CLAIM 7: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

5 195. Plaintiff incorporates all prior allegations.

6 196. For several years before Plaintiff was assaulted by the Uber driver, Uber was fully
7 aware that other female passengers had been assaulted by Uber drivers. Since at least 2014, Uber
8 has received frequent passenger complaints about driver misconduct, has been notified of police
9 investigations of the criminal conduct of drivers acting within their capacity as Uber drivers, and
10 has been the subject of numerous civil suits alleging the sexual harassment and assault of Uber's
11 passengers by Uber's drivers.
12

13 197. Uber made a conscious decision not to implement procedures that would
14 effectively screen its drivers and monitor its drivers to identify and terminate drivers who were
15 sexual predators.
16

17 198. Safety precautions such as enhanced background checks, biometric fingerprinting,
18 job interviews, electronic monitoring systems, warnings to passengers of the dangers of being
19 attacked by Uber drivers, and cooperation with law enforcement when a driver attacks a passenger
20 would have cost Uber money and reputational damage. Because of this, Uber decided not to
21 implement such precautions and instead continues to place its passengers at greater risk of assault
22 and harassment by Uber's own drivers.
23

24 199. Additional safety precautions that Uber chose not to make include but are not
25 limited to: ongoing monitoring of Uber drivers through available technology including cameras
26 and GPS; a zero-tolerance policy for drivers who deviate from expected behavior by leaving the
27 vehicle with passengers, or by deviating substantially from the assigned route; a zero-tolerance
28

1 program for sexual assault and guidelines mandating immediate termination; creating and
2 instituting a system encouraging customer reporting; and adequate monitoring of customer
3 complaints by well-trained and effective customer-service representatives. Uber chose not to
4 implement such precautions, nor did it warn passengers of the risk of being physically and/or
5 sexually assaulted given that these safety precautions had not been implemented.

6
7 200. In failing to take these and other safety precautions designed to protect passengers
8 from sexual predators driving for Uber, Uber breached its duty of reasonable care, negligently
9 inflicting emotional harm upon Plaintiff, and acted recklessly and in conscious disregard of her
10 safety.

11 201. As a direct and proximate result of Uber's negligent infliction of emotional
12 distress, Plaintiff suffered economic and non-economic damages.

13 202. Plaintiff will seek actual and punitive damages based on Defendants' above-
14 described actions, which evidence wanton and reckless disregard for the safety of passengers like
15 Plaintiff.

16 **CLAIM 8: BREACH OF CONTRACT**

17 203. Plaintiff incorporates all prior allegations.

18 204. Plaintiff entered a contract with Uber. The essence of this commercial transaction
19 was the payment of a fee to Uber in exchange for safe and reasonable transportation to Plaintiff's
20 destination.

21 205. As a result of the conduct, acts, and omissions set forth above, Uber breached its
22 contract with Plaintiff, including breaching implied covenants inherent in such a contract.

23 206. As a direct and proximate result of Uber's breach of contract, Plaintiff suffered
24 economic and non-economic damages.

**CLAIM 9: STRICT PRODUCT LIABILITY BASED ON DESIGN DEFECT OF THE
UBER APP AND FAILURE OF THE UBER APP TO MEET MINIMUM REASONABLE
CONSUMER SAFETY EXPECTATIONS**

207. Plaintiff incorporates all prior allegations.

208. Uber manufactured and distributed the Uber App.

209. The Uber App did not perform as an ordinary consumer would have expected it to perform when used or misused in an intended or reasonably foreseeable way, because the Uber App falsely led Plaintiff to form a reasonable minimum safety expectation that was not met.

210. The Uber App did not include safety features such as a GPS tracking system that would alert Uber to the early termination of a ride, substantial deviation from the intended route, or a passenger continuing to travel in the Uber vehicle after the driver ended the ride in the app. It also did not include the automatic activation of the camera in drivers' smart phones when a ride is in progress. And it did not include automatic notification of law enforcement of suspicious circumstances that suggest a rider may be in danger.

211. The Uber App also failed to communicate with Plaintiff a true expectation of the lack of safety in using Uber.

212. These flaws in the design of the Uber App, were a substantial factor in causing harm to the Plaintiff, which included being assaulted, battered, harassed, and/or otherwise attacked by the Uber driver, which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer physical and/or psychological harm from which she may never fully recover.

213. As a direct and proximate result of Uber's acts and omissions, Plaintiff suffered economic and non-economic damages.

214. Plaintiff will seek actual and punitive damages based on Defendants' above-described actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff.

CLAIM 10: STRICT PRODUCT LIABILITY - FAILURE TO WARN

215. Plaintiff incorporates all prior allegations.

216. Uber manufactured and distributed the Uber App.

217. The Uber App presented potential risks of introducing each driver to a passenger who, because of the nature of the ridesharing arrangement created and facilitated by the Uber App, could neither escape from the Uber driver's vehicle nor control the place where the driver would take the passenger, which could result in the sexual assault of that passenger; these are risks that were known or knowable at the time of manufacture and distribution of the Uber App.

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

219. Ordinary consumers such as Plaintiffs would not have recognized the potential risks.

220. Defendant Uber failed to adequately warn consumers, including Plaintiffs, of these potential risks.

221. Uber's failure to provide passengers, including Plaintiffs, with sufficient warnings regarding the risk of harm to which they were being exposed with each Uber ride was a substantial factor in causing the harm suffered by Plaintiffs, including being sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by an Uber driver which humiliated, degraded, violated, and robbed Plaintiffs of their dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer physical and or psychological harm from which she may never fully recover.

222. As a direct and proximate result of Uber's acts and omissions, Plaintiff suffered economic and non-economic damages.

223. Plaintiff will seek actual and punitive damages based on Defendants' above-described actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff.

VICARIOUS LIABILITY FOR DRIVER'S TORTS

224. Plaintiff incorporates all prior allegations.

225. Uber is vicariously liable for the acts of its drivers by statute.

a. Uber is a transportation network company subject to California Public Utilities Code section 5354.

b. Public Utilities Code section 5354 provides, in pertinent part, that the "act, omission, or failure of any . . . person offering to afford the authorized service [transportation] with the approval or consent of the permit or certificate holder [Uber] is the act, omission, or failure of the permit or certificate holder [Uber]."

c. The Uber driver, at all relevant times, was a person offering to afford the transportation service with the approval and consent of Uber.

d. Uber was, at all relevant times, a permit or certificate holder subject to Public Utilities Code section 5354.

226. At all relevant times, the Uber driver was Uber's employee for purposes of common law *respondeat superior* liability.

a. At all relevant times, Uber exercised control over the Uber driver's work by dispatching the Uber driver to particular locations and passengers, instructing him regarding the route to use, instructing him regarding decals to place on his vehicle, setting the fares and rates, limiting his ability to see where he will be driving before he accepts a ride, instructing him via his conduct during passenger rides, monitoring his speed and route while rides were in progress, specifying the manner

1 of payment, accepting payment on his behalf, gathering feedback from his
2 passengers, tracking his performance, and reserving the right to terminate drivers
3 with or without cause.

4 b. At all relevant times, Uber supplied the equipment and tools of work to the Uber
5 driver by supplying the decals, map tools, communication tools, and payment
6 acceptance tools, among other things.

7 c. The work that the Uber driver was doing, namely providing transportation
8 services, was part of Uber's regular business in that Uber was and is in the business
9 of providing transportation.

10 d. Before he began doing rideshare work for Uber, the Uber driver had not been a
11 professional driver. He did not have a distinct occupation or business as a
12 professional driver. He was simply a lay person with a vehicle.

13 e. The work performed by the Uber driver did not require specialized or professional
14 skill, in that he was simply driving passengers from one location to another.

15 f. The Uber driver was not hired to do one or several discrete projects, but was rather
16 hired to perform work for Uber over a long, and even indefinite, period of time.

17 227. At all relevant times, the Uber driver was acting as an agent of Uber in that Uber
18 had given him authority to transport passengers on its behalf, and he was acting within that
19 authority while he was transporting Plaintiff.

20 228. At all relevant times, the Uber driver was acting within the scope of his
21 employment and/or agency with Uber.

22 a. The nature of the Uber driver's work gave him unique power over passengers like
23 Plaintiff, including the ability to exercise general control over their liberty by
24 activating locks or operating the vehicle in a manner that prevents the passenger
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26
27
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1 from exiting the vehicle, thereby restraining and keeping her in an isolated setting
2 (a private vehicle). The Uber passengers, such as Plaintiff, have limited means to
3 escape, thus increasing the risk for sexual violence.

4 b. Uber drivers, including the Uber driver, occupied a unique position of trust in
5 society insofar as Uber riders like Plaintiff were trusting these drivers to take them
6 from point A to point B without incident.

7 c. At all relevant times, the Uber driver was on duty as an Uber driver.

8 d. At all relevant times, Plaintiff was exposed to injury by the Uber driver because
9 of the unique power he exercised over her in his capacity as an Uber driver, and
10 because of the trust she placed in him because of his unique position of trust as an
11 Uber driver.

12 e. The Uber driver's sexual assault, harassment and/or other attack of Plaintiff was
13 reasonably foreseeable in light of Uber's business, including the situational risks
14 presented by granting to a large fleet of non-professional drivers control over a
15 trusting population of passengers who would ride alone and isolated in a vehicle,
16 with their liberty potentially restrained by their drivers.

17 229. At all relevant times, Uber as a common carrier had an absolute duty to protect its
18 passengers from assault by its own employees and agents, and was therefore vicariously liable
19 for the sexual assault, battery, harassment, and/or other attack which the Uber driver perpetrated
20 on Plaintiff, whether or not that conduct occurred in the course and scope of employment.

21 230. At all relevant times, Uber as a common carrier had a nondelegable duty for the
22 safety of its passengers and was therefore liable for the sexual assault, harassment, and/or other
23 attack which the Uber driver perpetrated on Plaintiff, whether or not that conduct occurred in the
24 course and scope of employment.

- a. As a common carrier which owes its vulnerable passengers, such as Plaintiff, an utmost duty of heightened care, Uber has a non-delegable duty to transport its passengers safely.
- b. The doctrine of nondelegable duty recognizes that, for public policy reasons, certain duties cannot be delegated to a third party. The doctrine recognizes that an entity may not delegate its duties to a contractor to evade its own responsibilities. This is especially so when allowing delegation would incentivize the employers to hire incompetent contractors to further the employer's pecuniary interests.
- c. In advertising to passengers, including Plaintiff, that Uber provides them a safe ride to their destinations, and by profiting off women who use Uber for that very purpose but then are attacked, Uber has a duty to its passengers that cannot be delegated. To allow Uber to delegate the liability for the assaults committed by its drivers to anyone else would encourage Uber to continue to utilize the cheapest, fastest, and most haphazard safety procedures. Uber would be disincentivized from hiring only competent drivers, since the more drivers Uber has, the more money Uber makes.
- d. Uber drivers act as agents of and operate as extensions of Uber. Uber drivers represent Uber's business and further Uber's pecuniary interests.
- e. Uber drivers display the Uber logo when interacting with passengers, and in many cases Uber drivers are the only people with whom Uber's passengers have direct contact. Uber drivers provide the service that Uber claims to provide—transportation.

231. The Uber driver at all relevant times was acting as Uber's ostensible agent.

- a. Through its advertising, Uber intentionally encouraged its customers to identify the Uber decal as indicating that a driver with a decal is a safe and authorized Uber driver who had been vetted by Uber, and was being held out by Uber as a trustworthy driver.
- b. Uber gave the Uber driver its decals, and had him place the decals on his vehicle to identify himself as an Uber driver.
- c. Uber granted the driver the authority to transport its passengers and represent its business in doing so.
- d. By allowing Uber drivers to represent Uber's business, Uber creates the impression that its drivers, including the Uber driver at issue here, were Uber's employees and/or agents.
- e. Plaintiff reasonably believed that the Uber driver was an employee or agent of Uber, and, relying on this belief, got in a vehicle with him in exchange for a fee and suffered harm as a result of her contact with the driver.

232. As a direct and proximate result of the Uber driver's tortious conduct, Plaintiff was assaulted, battered, harassed, and/or otherwise attacked, which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer physical and/or psychological harm from which she may never fully recover.

233. As a direct and proximate result of Uber driver's tortious conduct for which Uber is legally liable, Plaintiff has suffered economic and general, non-economic damages according to proof.

PUNITIVE DAMAGES

236. As stated above, Uber knew that it faced an ongoing problem of sexual predators driving for Uber and assaulting its passengers. As early as 2014 Uber knew that its drivers were physically and/or sexually assaulting female passengers. Since 2014, Uber has received frequent passenger complaints about driver physical and/or sexual misconduct, including physical and/or sexual assault and rape, it has been notified of police investigations of the criminal physical and/or sexual conduct of drivers acting within their capacity as Uber drivers, and it has been the subject of numerous civil suits and/or arbitrations alleging the sexual harassment and physical and/or sexual assault of Uber's passengers by Uber's drivers.

238. Even after Uber was aware some Uber drivers were using driving for Uber as an opportunity to get unsuspecting women into their vehicles and to physically and/or sexually assault them, Uber and its executing officers made the conscious decision not to implement measures to thoroughly vet its drivers before and after hiring them.

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

1 240. Prioritizing profits over safety, Uber and its executive officers also made the
2 conscious decision not to warn its customers/users of the risk of being assaulted even after Uber
3 and its leadership were fully aware of this risk.

4 241. Safety precautions such as enhanced background checks; biometric fingerprinting;
5 job interviews; electronic monitoring systems; ongoing monitoring of Uber drivers and rides
6 through available technology including cameras and GPS; a zero-tolerance policy for drivers who
7 deviate from expected behavior by leaving the vehicle with passengers or by deviating
8 substantially from the assigned route; a warning system for when a driver significantly deviates
9 from the intended route or prematurely terminates a ride; a system for checking in with and
10 verifying a passenger's safety when a driver prematurely terminates a ride or significantly
11 deviates from the intended route; a zero-tolerance program for sexual assault and guidelines
12 mandating immediate termination; a zero-tolerance policy for fraternizing with passengers;
13 creating and instituting a system encouraging customer reporting; adequate monitoring of
14 customer complaints by well-trained and effective customer-service representatives; warnings to
15 passengers of the dangers of being attacked by Uber drivers; and cooperation with law
16 enforcement when a driver attacks a passenger would have cost Uber money and reputational
17 damage. Because of this, Uber, at the direction of its corporate officers, decided not to implement
18 such precautions and instead has continued to place its passengers at greater risk of kidnapping,
19 sexual assault, rape, and exploitation by Uber's own drivers.

22 242. Prioritizing profits over passenger safety, Uber and its executive officers acted,
23 and continue to act, recklessly and in knowing, conscious disregard of the safety of its passengers,
24 including that of Plaintiff, and the public.

25 243. As a direct and proximate result of the intentional, negligent, reckless, grossly
26 negligent conduct of Uber, Plaintiff was assaulted, battered, harassed, and/or otherwise attacked
27
28

1 by the Uber driver, which humiliated, degraded, violated, and robbed her of her dignity and
 2 personal safety.

3 244. The depraved attack on Plaintiff caused Plaintiff to suffer serious emotional
 4 distress as well as physical and/or psychological harm from which she may never fully recover.

5 245. As a result of Uber's misconduct as stated above, Plaintiff seeks punitive damages
 6 to punish Uber for its misconduct and to deter future misconduct.
 7

8 **PRAYER FOR RELIEF**

9 Plaintiff prays for the following relief:

- 10 • Entry of judgment on each of her claims against Defendants jointly and severally;
- 11 • Past and future economic and non-economic damages including physical pain, mental
- 12 anguish, anxiety, medical expenses, lost earnings or earning capacity;
- 13 • Punitive damages;
- 14 • Pre- and post-judgment interest;
- 15 • The costs and expenses of litigation;
- 16 • Attorneys' fees;
- 17 • Equitable relief; and
- 18 • Such other relief as this Court may deem just and proper.
- 19
- 20

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28 ///

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Dated: December 29, 2023

Respectfully submitted,

By: /s/ Rachel B. Abrams

RACHEL B. ABRAMS (Cal Bar No. 209316)

ADAM B. WOLF (Cal Bar No. 215914)

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Counsel for Plaintiff

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jaylynn Dean, an individual

(b) County of Residence of First Listed Plaintiff Muskogee County, Oklahoma
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Rachel Abrams (SBN 209316) Peiffer Wolf Carr Kane Conway and Wise, LLP
555 Montgomery Street, Suite 820, San Francisco, CA 94111, (415) 766-3544

DEFENDANTS

UBER TECHNOLOGIES, INC., a Delaware Corporation; RASIER, LLC, a Delaware Limited Liability Company; and DOES 1 through 50, Inclusive

County of Residence of First Listed Defendant San Francisco County, California
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
 THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question
(U.S. Government Not a Party)

☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

| | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|---|--|---|---|--|
| 110 Insurance | PERSONAL INJURY | 625 Drug Related Seizure of Property 21 USC § 881 | 422 Appeal 28 USC § 158 | 375 False Claims Act |
| 120 Marine | 310 Airplane | 690 Other | 423 Withdrawal 28 USC § 157 | 376 Qui Tam (31 USC § 3729(a)) |
| 130 Miller Act | 315 Airplane Product Liability | LABOR | PROPERTY RIGHTS | 400 State Reapportionment |
| 140 Negotiable Instrument | 320 Assault, Libel & Slander | 710 Fair Labor Standards Act | 820 Copyrights | 410 Antitrust |
| 150 Recovery of Overpayment Of Veteran's Benefits | 330 Federal Employers' Liability | 720 Labor/Management Relations | 830 Patent | 430 Banks and Banking |
| 151 Medicare Act | 340 Marine | 740 Railway Labor Act | 835 Patent—Abbreviated New Drug Application | 450 Commerce |
| 152 Recovery of Defaulted Student Loans (Excludes Veterans) | 345 Marine Product Liability | 751 Family and Medical Leave Act | 840 Trademark | 460 Deportation |
| 153 Recovery of Overpayment of Veteran's Benefits | 350 Motor Vehicle | 790 Other Labor Litigation | 880 Defend Trade Secrets Act of 2016 | 470 Racketeer Influenced & Corrupt Organizations |
| 160 Stockholders' Suits | 355 Motor Vehicle Product Liability | 791 Employee Retirement Income Security Act | SOCIAL SECURITY | 480 Consumer Credit |
| 190 Other Contract | 360 Other Personal Injury | IMMIGRATION | 861 HIA (1395ff) | 485 Telephone Consumer Protection Act |
| 195 Contract Product Liability | 362 Personal Injury -Medical Malpractice | 462 Naturalization Application | 862 Black Lung (923) | 490 Cable/Sat TV |
| 196 Franchise | CIVIL RIGHTS | 465 Other Immigration Actions | 863 DIWC/DIWW (405(g)) | 850 Securities/Commodities/Exchange |
| REAL PROPERTY | PRISONER PETITIONS | | 864 SSID Title XVI | 890 Other Statutory Actions |
| 210 Land Condemnation | 440 Other Civil Rights | | 865 RSI (405(g)) | 891 Agricultural Acts |
| 220 Foreclosure | 441 Voting | | FEDERAL TAX SUITS | 893 Environmental Matters |
| 230 Rent Lease & Ejectment | 442 Employment | | 870 Taxes (U.S. Plaintiff or Defendant) | 895 Freedom of Information Act |
| 240 Torts to Land | 443 Housing/Accommodations | | 871 IRS—Third Party 26 USC § 7609 | 896 Arbitration |
| 245 Tort Product Liability | 445 Amer. w/Disabilities—Employment | | | 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
| 290 All Other Real Property | 446 Amer. w/Disabilities—Other | | | 950 Constitutionality of State Statutes |
| | 448 Education | | | |
| | HABEAS CORPUS | | | |
| | 463 Alien Detainee | | | |
| | 510 Motions to Vacate Sentence | | | |
| | 530 General | | | |
| | 535 Death Penalty | | | |
| | OTHER | | | |
| | 540 Mandamus & Other | | | |
| | 550 Civil Rights | | | |
| | 555 Prison Condition | | | |
| | 560 Civil Detainee—Conditions of Confinement | | | |

V. ORIGIN (Place an "X" in One Box Only)

☐ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation—Transfer

☒ 8 Multidistrict Litigation—Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause:
State law products liability and negligence causes of action

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE Hon. Charles R. Breyer

DOCKET NUMBER 3:23-md-03084-CRB

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

☒ SAN FRANCISCO/OAKLAND

☐ SAN JOSE

☐ EUREKA-MCKINLEYVILLE

DATE 12/29/2023

SIGNATURE OF ATTORNEY OF RECORD /s/ Rachel B. Abrams

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
 - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.