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*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

JANE DOE LS 382, an individual;  
JANE DOE LS 383, an individual;  
JANE DOE LS 384, an individual;  
JANE DOE LS 385, an individual;  
JANE DOE LS 386, an individual;  
JANE DOE LS 387, an individual;  
JANE DOE LS 388, an individual;  
JANE DOE LS 389, an individual;

Plaintiffs,

v.

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

Defendants.

Case No.

**CGC-23-609144**

**COMPLAINT FOR DAMAGES AND  
DEMAND FOR TRIALS BY JURIES**

- 1. GENERAL NEGLIGENCE**
- 2. COMMON CARRIER NEGLIGENCE**
- 3. NEGLIGENCE BY MISFEASANCE**
- 4. NEGLIGENCE BY NONFEASANCE**

COME NOW Jane Doe LS 382, Jane Doe LS 383, Jane Doe LS 384, Jane Doe LS 385, Jane Doe LS 386, Jane Doe LS 387, Jane Doe LS 388, and Jane Doe LS 389 (“Plaintiffs”) by and through their attorneys of record, for causes of action against Uber Technologies, Inc., a Delaware corporation (“Uber”), with its principal place of business in San Francisco, California, and Rasier,

ELECTRONICALLY  
**FILED**

*Superior Court of California,  
County of San Francisco*

**09/15/2023**  
**Clerk of the Court**  
BY: DAEJA ROGERS  
Deputy Clerk

1 LLC, a Delaware Limited Liability Company, (“Rasier”) with its principal place of business in San  
2 Francisco, California, and Does 1 through 50, inclusive, and each of them, complain and allege the  
3 following:

4 **I. INTRODUCTION**

5 1. Uber is a transportation company headquartered in San Francisco, California that,  
6 beginning in 2009, pioneered an App-based transportation system that has been implemented  
7 around the world, including across the entire United States.

8 2. Passengers pay Uber a fee in exchange for safe passage to their destination. Uber’s  
9 public representation state that “safety is our top priority” and “it is our goal to make every ride  
10 safe, comfortable, and reliable.” Sadly, Uber’s priority is not passenger safety. Profits are Uber’s  
11 priority. As a result, female passengers, such as plaintiffs, continue to be attacked by sexual  
12 predators driving for Uber.

13 3. Uber became aware that Uber drivers were sexually assaulting and raping female  
14 passengers as early as 2014. Since 2014, sexual predators driving for Uber have continued to  
15 sexually assault, harass, falsely imprison, kidnap, physically assault, and/or rape Uber’s passengers.  
16 Complaints to Uber by female passengers who had been attacked by Uber drivers, combined with  
17 subsequent criminal investigations by law enforcement, clearly establish that Uber has been fully  
18 aware of these continuing attacks by sexual predators driving for Uber.

19 4. While Uber has in recent years publicly acknowledged this sexual assault crisis in  
20 recent years, including the publication of Uber’s U.S. Safety Report in December 2019, Uber’s  
21 response to this sexual predator crisis amongst Uber drivers has been appallingly inadequate. Uber  
22 continues to hire drivers without performing adequate background checks. Uber continues to allow  
23 culpable drivers to keep driving for Uber. And, perhaps most importantly, Uber has failed to adopt  
24 and implement reasonable driving monitoring procedures designed to protect the safety of its  
25 passengers. As a consequence, Uber passengers continue to be the victims of sexual assaults and  
26 rapes by Uber drivers.

27 5. Corporate decision-making with respect to passenger safety issues is centered at  
28 Uber’s corporate headquarters in San Francisco. Decisions with respect to the safety of its

passengers, including the vetting and supervision of Uber's drivers, are made and implemented in its San Francisco, California headquarters.

## II. PARTIES

6. Plaintiff Jane Doe LS 382 is over the age of 18 and a resident of the State of Oklahoma. The incident took place in the State of Missouri.

7. Plaintiff Jane Doe LS 383 is over the age of 18 and a resident of the State of Virginia. The incident took place in the State of Louisiana.

8. Plaintiff Jane Doe LS 384 is over the age of 18 and a resident of the State of Florida. The incident took place in the State of Florida.

9. Plaintiff Jane Doe LS 385 is over the age of 18 and a resident of the State of Iowa. The incident took place in the State of Texas.

10. Plaintiff Jane Doe LS 386 is over the age of 18 and a resident of the State of Hawaii. The incident took place in the State of California.

11. Plaintiff Jane Doe LS 387 is over the age of 18 and a resident of the State of Arizona. The incident took place in the State of Arizona.

12. Plaintiff Jane Doe LS 388 is over the age of 18 and a resident of the State of Texas. The incident took place in the State of Florida.

13. Plaintiff Jane Doe LS 389 is over the age of 18 and a resident of the State of California. The incident took place in the State of Massachusetts.

14. 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. Defendant Uber Technologies, Inc. has been served with process through its registered agent, CT Corporation System.

15. Defendant Rasier, LLC is a Delaware limited liability company. Upon information and belief, Rasier is a wholly owned subsidiary of Uber Technologies, Inc. Rasier maintains its corporate headquarters, principal office, and principal place of business at 1515 3<sup>rd</sup> St., San Francisco, California, 94158. Defendant Rasier has been served with process through its registered agent, CT Corporation System.

1           16. Unless otherwise specified, this Complaint refers to Defendants Uber Technologies,  
2 Inc. and Rasier, LLC collectively as “Uber.”

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

12           18. Plaintiffs are informed and believe, and on that basis allege, that at all times herein  
13 mentioned, each of the defendants herein was the agent, servant, licensee, employee, assistant,  
14 consultant, or alter ego, of each of the remaining defendants, and was at all times herein mentioned  
15 acting within the course and scope of said relationship when Plaintiffs were injured as set forth  
16 herein.

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

28           20. Defendants are liable for the acts of each other through principles of *respondeat*

1 *superior*, agency, ostensible agency, partnership, alter-ego and other forms of vicarious liability.

2 21. In the instance of each sexual assault described below, the Uber driver who  
3 perpetrated each assault described herein (“Uber Driver(s)”) was an agent, servant, and employee  
4 of Uber.

5 22. This Complaint refers to Defendant Uber Technologies, Inc., Defendant Rasier,  
6 LLC, and Does 1 through 50, inclusive, as Defendants.

7  
8 **III. JURISDICTION AND VENUE**

9 23. This Court retains subject-matter jurisdiction in this action, pursuant to California  
10 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all  
11 causes except those given by statute to other trial courts.”

12 24. Damages with respect to each Plaintiff exceed \$25,000.

13 25. Personal Jurisdiction over Defendants Uber and Rasier is appropriate because both  
14 have their principal places of business in California and intentionally avail themselves of the  
15 benefits and protection of California law such that the exercise of jurisdiction by the California  
16 courts is consistent with traditional notions of fair play and substantial justice.

17 26. Venue is proper in the Superior Court of the County of San Francisco, California,  
18 pursuant to California Code of Civil Procedure §§ 395(a) and 395.5. Defendant Uber has its  
19 principal place of business at 1515 3rd Street, San Francisco, CA 94158 and at all times relevant  
20 has been doing business within the County of San Francisco.

21 **IV. FACTUAL ALLEGATIONS**

22 **A. The Attacks on the Plaintiffs**

23 27. This suit arises from the serious harm Plaintiffs suffered (set forth in more detail  
24 below) as a result of the wrongful acts and omissions of Defendants.

25  
26 **1. Jane Doe LS 382**

27 28. On or around September 16, 2018, Plaintiff Jane Does LS 382 ("DOE 382")  
28 requested a ride through the Uber app to take the plaintiff safely to her destination. Rather than take

1 Plaintiff safety to her destination, the Uber driver sexually assaulted her, including groping her  
2 inner thigh and vagina. This disgusting and depraved attack frightened, humiliated, degraded,  
3 violated, and robbed Plaintiff Doe 382 of her dignity and personal safety.

4         29. By failing to take reasonable steps to confront the problem of multiple rapes and  
5 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the  
6 safety of its passengers, including Doe 382, has breached its duty of reasonable care, and has  
7 breached the implied and express covenants arising from its contract with its passengers. The Uber  
8 driver who perpetrated the above-described incident, assault, sexual assault and/or attach on Doe  
9 382 in the course and scope of his employment with Uber and while he was still under Uber's  
10 direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

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

17         31. The Uber driver whose action resulted in Doe 382 being sexually harrassed and/or  
18 sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were  
19 directed at the comfort and protection of passengers in his car, Including Jane Doe LS 382. Uber  
20 derived a monetary benefit from every ride assigned to said Uber driver thorough its app, including  
21 Plaintiff's ride during which she was sexually harassed, sexually battered, and/or sexually  
22 assaulted.

## 23                     **2. Jane Doe LS 383**

24         32. On or around May 24, 2022, Plaintiff Jane Doe LS 383 ("Doe 383") requested an  
25 Uber through the Uber app to safely take Plaintiff to her destination. Rather than take Plaintiff  
26 safely her destination, the Uber driver raped Plaintiff. This disgusting and depraved attack  
27 frightened, humiliated, degraded, violated, and robbed Plaintiff Doe 383 of her dignity and personal  
28 safety..

1           33. By failing to take reasonable steps to confront the problem of multiple rapes and  
2 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the  
3 safety of its passengers, including Doe 383, has breached its duty of reasonable care, and has  
4 breached the implied and express covenants arising from its contract with its passengers.

5           34. The Uber driver who perpetrated the above-described incident, assault, sexual  
6 assault, and/or attack on Doe 383 in the course and scope of his employment with Uber and while  
7 he was still under Uber's direction and control. These acts caused Plaintiff pain and suffering that  
8 persists to this day.

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

15           36. The Uber driver whose actions resulted in Doe 383 being sexually harassed and/or  
16 sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were  
17 directed at the comfort and protection of passengers in his car, including Jane Doe LS 383.

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

21                   **3. Jane Doe LS 384**

22           38. On or around February 9, 2022, Plaintiff Jane Doe LS 384 ("Doe 384") requested  
23 an Uber through the Uber app to safely take her and her safely to her destination. Rather than take  
24 Plaintiff safely to her destination, the Uber driver made unwanted sexually charged comments and  
25 groped Plaintiff's leg. Despite Plaintiff's repeated requests for him to stop, the Uber driver  
26 escalated the situation and began to masturbate while driving. This disgusting and depraved attack  
27 frightened, humiliated, degraded, violated, and robbed Plaintiff Doe 384 of her dignity and personal  
28 safety.

39. 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 safety of its passengers, including Doe 384, has breached its duty of reasonable care, and has breached the implied and express covenants arising from its contract with its passengers.

40. The Uber driver who perpetrated the above-described incident, assault, sexual assault and/or attack on Doe 384 in the course and scope of his employment with Uber and while he was still under Uber's direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

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

42. The Uber driver whose actions resulted in Doe 384 being sexually harassed and/or sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were directed at the comfort and protection of passengers in his car, including Jane Doe LS 384.

43. Uber derived a monetary benefit from every ride assigned to said Uber driver through its app, including the Plaintiff's ride during which she was sexually harassed, sexually battered, and/or sexually assaulted.

#### **4. Jane Doe LS 385**

44. On or around June 24, 2023, Plaintiff Jane Doe LS 385 ("Doe 385") requested an Uber through the Uber app to safely take her to her destination. Rather than take Plaintiff safely to her destination the Uber driver locked the car, made unwanted sexually explicit comments, exposed himself, and sexually assaulted Plaintiff. This disgusting and depraved attack frightened, humiliated, degraded, violated, and robbed Plaintiff Doe 385 of her dignity and personal safety

45. 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 Doe 385, has breached its duty of reasonable care, and has  
2 breached the implied and express covenants arising from its contract with its passengers.

3 46. The Uber driver who perpetrated the above-described incident, assault, sexual  
4 assault and/or attack on Doe 385 in the course and scope of his employment with Uber and while  
5 he was still under Uber's direction and control. These acts caused Plaintiff pain and suffering that  
6 persists to this day.

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

13 48. The Uber driver whose actions resulted in Doe 385 being sexually harassed and/or  
14 sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were  
15 directed at the comfort and protection of passengers in his car, including Jane Doe LS 385.

16 49. Uber derived a monetary benefit from every ride assigned to said Uber driver  
17 through its app, including the Plaintiff's ride during which she was sexually harassed, sexually  
18 battered, and/or sexually assaulted.

19 **5. Jane Doe LS 386**

20 50. On or around January 11, 2016, Plaintiff Jane Doe LS 386 ("Doe 386") requested  
21 an Uber through the Uber app to safely take her to her destination. Rather than take Plaintiff safely  
22 to her destination, the Uber driver stopped the car and sexually assaulted Plaintiff.. This disgusting  
23 and depraved attack frightened, humiliated, degraded, violated, and robbed Plaintiff Doe 386 of  
24 her dignity and personal safety

25 51. By failing to take reasonable steps to confront the problem of multiple rapes and  
26 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the  
27 safety of its passengers, including Doe 386, has breached its duty of reasonable care, and has  
28 breached the implied and express covenants arising from its contract with its passengers.

52. The Uber driver who perpetrated the above-described incident, assault, sexual assault and/or attack on Doe 386 in the course and scope of his employment with Uber and while he was still under Uber’s direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

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

54. The Uber driver whose actions resulted in Doe 386 being sexually harassed and/or sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were directed at the comfort and protection of passengers in his car, including Jane Doe LS 386. Uber derived a monetary benefit from every ride assigned to said Uber driver through its app, including the Plaintiff’s ride during which she was sexually harassed, sexuallybattered, and/or sexually assaulted.

#### **6. Jane Doe LS 387**

55. On or around May 1, 2017, Plaintiff Jane Doe LS 387 (“Doe 387”) requested an Uber through the Uber app to safely take her to her destination. While en route to Plaintiff’s destination, the Uber driver made repeated inappropriate sexually charged comments towards Plaintiff and sexually assaulted her. This disgusting and depraved attack frightened, humiliated, degraded, violated, and robbed Plaintiff Doe 387 of her dignity and personal safety

56. 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 safety of its passengers, including Doe 387, has breached its duty of reasonable care, and has breached the implied and express covenants arising from its contract with its passengers.

57. The Uber driver who perpetrated the above-described incident, assault, sexual assault, and/or attack on Doe 387 in the course and scope of his employment with Uber and while

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

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

9 59. The Uber driver whose actions resulted in Doe 387 being sexually harassed and/or  
10 sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were  
11 directed at the comfort and protection of passengers in his car, including Jane Doe LS 387.

12 60. Uber derived a monetary benefit from every ride assigned to said Uber driver  
13 through its app, including the Plaintiff’s ride during which she was sexually harassed, sexually  
14 battered, and/or sexually assaulted.

15 **7. Jane Doe LS 388**

16 61. On or around June 1, 2016, Plaintiff Jane Doe LS 388 (“Doe 388”) requested an  
17 Uber through the Uber app to safely take her to her destination. Rather than take Plaintiff safely to  
18 her destination, the Uber driver sexually assaulted her.,. This disgusting and depraved attack  
19 frightened, humiliated, degraded, violated, and robbed Plaintiff Doe 388 of her dignity and personal  
20 safety.

21 62. By failing to take reasonable steps to confront the problem of multiple rapes and  
22 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the  
23 safety of its passengers, including Doe 388, has breached its duty of reasonable care, and has  
24 breached the implied and express covenants arising from its contract with its passengers.

25 63. The Uber driver who perpetrated the above-described incident, assault, sexual  
26 assault and/or attack on Doe 388 in the course and scope of his employment with Uber and while  
27 he was still under Uber’s direction and control. These acts caused Plaintiff pain and suffering that  
28 persists to this day.

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

65. The Uber driver whose actions resulted in Doe 388 being sexually harassed and/or sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were directed at the comfort and protection of passengers in his car, including Jane Doe LS 388.

66. Uber derived a monetary benefit from every ride assigned to said Uber driver through its app, including the Plaintiff's ride during which she was sexually harassed, sexually battered, and/or sexually assaulted.

#### **8. Jane Doe LS 389**

67. On or around September 1, 2016, Plaintiff Jane Doe LS 389 ("Doe 389") requested an Uber through the Uber app to safely take her to her destination. Rather than take Plaintiff safely to her destination, the Uber driver sexually assaulted her.. This disgusting and depraved attack frightened, humiliated, degraded, violated, and robbed Plaintiff Doe 389 of her dignity and personal safety.

68. 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 safety of its passengers, including Doe 389, has breached its duty of reasonable care, and has breached the implied and express covenants arising from its contract with its passengers.

69. The Uber driver who perpetrated the above-described incident, assault, sexual assault and/or attack on Doe 389 in the course and scope of his employment with Uber and while he was still under Uber's direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

70. The Uber driver was acting on behalf of, for the benefit of, at the direction of, and within the course and scope of employment with Uber and engagement by Uber. Uber provided

1 the Uber driver with access to its ride-sharing app platform, a tool necessary for Uber drivers to  
2 perform the work Uber assigned. Uber, through the Uber App, directed the Uber driver regarding  
3 the location of the pickup, time of the pickup, and routes for both the pickup of Plaintiff and  
4 transportation to her destination, and much more, as discussed below.

5 71. The Uber driver whose actions resulted in Doe 389 being sexually harassed and/or  
6 sexually assaulted was an agent or employee of Uber, which is a common carrier. His duties were  
7 directed at the comfort and protection of passengers in his car, including Jane Doe LS 389.

8 72. Uber derived a monetary benefit from every ride assigned to said Uber driver  
9 through its app, including the Plaintiff's ride during which she was sexually harassed, sexually  
10 battered, and/or sexually assaulted.

11 **B. Uber**

12 73. UBER was founded in 2009, originally as UBERcab. In 2011, UBER launched is  
13 mobile application in San Francisco, California and changed its name to UBER Technologies, Inc.

14 74. In May 2019, UBER became a public company via an initial public offering. As of  
15 2019, UBER controlled approximately 67% of the ride-sharing market in the United States.  
16 UBER's mobile application is available in 72 countries and in over 10,000 cities worldwide.

17 75. UBER designs, manufactures, produces and/or distributes a smart phone application  
18 ("UBER App") available to anyone to download onto a smart phone. First, a customer, using the  
19 UBER App, requests a ride in a motor vehicle. The UBER App matches the customer with an  
20 UBER driver, who is then dispatched to pick up the customer and drive them to their destination.  
21 UBER controls every aspect of the financial transaction for each passenger trip between the  
22 customer, UBER, and the driver. UBER establishes the rate for a given ride by performing a  
23 calculation based upon the location information from the GPS-enabled mobile device and the  
24 destination. UBER drivers may not negotiate fares. UBER receives the customer fare by charging  
25 a standardized fee to the credit card that the customer provides to UBER when registering his or  
26 her personal information on the UBER app. UBER pays the UBER driver's portion of the fare to  
27 the driver. UBER retains a portion of every fare paid. Neither drivers nor riders are charged a fee  
28 to download the UBER App or a monthly subscription fee; instead, UBER's sole revenue source

1 is fees from rides given.

2 76. The UBER App is a product designed, patented, and/or distributed by UBER in San  
3 Francisco, California. It is a product, designed and intended to “connect riders looking for  
4 transportation to independent transportation providers...looking for riders.” The UBER App  
5 processes payments for rides, tracks the rides, and acts as a platform for UBER drivers to be  
6 connected to passengers.

7 77. Since its inception in 2009, UBER’s phenomenal growth is due in large part to the  
8 lax hiring and security screening processes of its drivers and its evasion of regulations otherwise  
9 applicable to other common carriers. As detailed *infra*, UBER’s business model is predicated upon  
10 having a large pool of available drivers in a given city in order to provide rides to as many customers  
11 as possible in as short a time as possible.

12 78. UBER has fraudulently marketed itself as a safer, better alternative to other methods  
13 of transportation, particularly targeting young, intoxicated women and late-night riders with false  
14 representations that it enforces state-of-the-art safety policies and procedures. Specifically, UBER  
15 markets itself as a better and safer alternative to taxis and advertises its services as the “safest ride  
16 on the road” and “a ride you can trust;” it emphasizes its “focus on rider safety before during and  
17 after every trip,” and represents to customers that “[e]very ridesharing and livery driver is  
18 thoroughly screened through a rigorous process we’ve developed using industry-leading standards,”  
19 which “includes a three-step criminal background screening for the U.S.—with country, federal  
20 and multi-state checks that go back as far as the law allows—and ongoing reviews of drivers’ motor  
21 vehicle records throughout their time on UBER.”

22 79. Additionally, UBER markets itself as the best transportation option after a night of  
23 drinking. In fact, UBER commissioned a report with Mothers Against Drunk Driving (“MADD”)  
24 wherein it declared that, “When empowered with more transportation options like UBER, people  
25 are making better choices that save lives.”<sup>1</sup> UBER urged that, “UBER and MADD are working  
26 toward a world where a safe ride is always within reach and where drunk-driving is a thing of the  
27

28 \_\_\_\_\_  
<sup>1</sup> <https://www.uber.com/newsroom/reasons-to-ride/>

1 past.”<sup>2</sup> UBER has also partnered with alcohol sellers touting itself as the safe option for arriving  
2 home when intoxicated, such as its promotional campaign with Budweiser, suggesting that one can  
3 “get home safe” after drinking with a free UBER ride.<sup>3</sup>

4 80. What UBER does not make clear to its users, particularly young women who have  
5 been drinking, is that by choosing to ride with UBER after drinking, they are putting themselves in  
6 danger from the UBER drivers themselves.

7 81. Over the last decade, UBER, including UBER’s officers, directors and/or managing  
8 agents, became aware that UBER drivers were sexually assaulting and raping female customers.  
9 At least as early as 2015, sexual predators driving for UBER have continued to assault and rape  
10 UBER’s female passengers. At least as early as 2015, UBER, including UBER’s officers, directors  
11 and/or managing agents, has known about the ongoing sexual assaults and rape by UBER drivers  
12 upon UBER customers. Complaints to UBER by female customers who have been attacked by  
13 UBER drivers, combined with subsequent criminal investigations by law enforcement, clearly  
14 establish that UBER, including UBER’s officers, directors and/or managing agents, has been fully  
15 aware of these continuing attacks by sexual predators driving for UBER.

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

24 83. UBER, at the direction of UBER’s officers, directors and/or managing agents,  
25 understands that reports of rape and sexual assault by UBER drivers is not good for UBER’s  
26

27 <sup>2</sup> Id.

28 <sup>3</sup> <https://www.campaignlive.co.uk/article/budweiser-partners-uber-biggest-responsible-drinking-campaign-date/1417545>

1 business model. On December 5, 2019, UBER published a 2017-2018 US Safety Report which  
2 identifies 5,981 instances of sexual assault that were reported to UBER as having occurred during  
3 an UBER ride. While making these numbers publicly known is a step in the right direction, UBER,  
4 at the direction of UBER's officers, directors and/or managing agents, has continually failed to take  
5 any meaningful steps to enact safety measures which would prevent these sexual assaults and rapes  
6 from occurring in the first place.

7 84. UBER corporate management, including UBER officers, directors and/or managing  
8 agents, has failed to implement the most basic and rudimentary procedures for the proper  
9 investigation of sexual assaults that are reported in their vehicles.

10 85. UBER has continued to let sexual predators drive and interact with vulnerable  
11 members of the public after UBER has received reports of sexual assaults by these predatory  
12 drivers. In many instances, UBER has allowed sexual predators to continue driving after UBER  
13 learned of the assaults committed by those drivers.

14 86. Corporate decision-making with respect to passenger safety is centered at UBER's  
15 corporate headquarters in San Francisco, California. Corporate decision-making with respect to  
16 policies and procedures for training and supervising drivers regarding sexual assault are centered  
17 at UBER's corporate headquarters in San Francisco, California. Corporate decision-making with  
18 respect to how UBER handles reports of sexual assault is centered at UBER's corporate  
19 headquarters in San Francisco, California. Corporate decision-making with respect to how UBER  
20 choses to stonewall and fail to cooperate with law enforcement investigating assaults of their  
21 drivers is centered at UBER's corporate headquarters in San Francisco. Decisions with respect to  
22 the vetting of UBER drivers and the supervision and non-supervision of UBER drivers, *vis a vis*  
23 the safety of its passengers, are made and implemented in its San Francisco headquarters. Corporate  
24 decision-making with respect to UBER's decision not to report assaults of which it is aware to law  
25 enforcement and other ride sharing companies that employ the assailants is centered at UBER's  
26 corporate headquarters in San Francisco. Decisions with respect to the design of the UBER App  
27 and implementation of changes with the UBER App that effect passenger safety are made and  
28 implemented in its San Francisco headquarters. Corporate decision-making with respect to UBER's



1 policies and procedures to allow reported sexual predators to continue to drive for UBER is  
2 centered at UBER's corporate headquarters in San Francisco. Decisions regarding UBER's  
3 contract with UBER customers specifies that the agreement should be governed by California law.  
4 The specific officers, directors and/or managing agents responsible for the policies and procedures  
5 guiding UBER are centered at UBER's corporate headquarters in San Francisco, California.

6  
7 **UBER'S INADEQUATE SAFETY PRECAUTIONS AND INADEQUATE SCREENING**

8 87. UBER employs its drivers through the UBER application, which the driver  
9 applicant merely has to download on his or her smartphone.

10 88. Even today, the hiring of UBER drivers occurs without any real screening. Potential  
11 UBER drivers merely fill out a form online. There is no interview either in person or through online  
12 platforms such as Skype or Zoom. There is no adequate background check and no biometric  
13 fingerprinting. There is no verification that social security numbers and other personal  
14 identification numbers submitted through the application process do, in fact, belong to the  
15 applicants. UBER does not verify vehicle ownership, conduct physical vehicle inspections, require  
16 applicants to pass road vehicle tests or vision and hearing exams, or require applicants to attend  
17 training classes on safe driving skills. UBER does not require applicants to attend a training class  
18 on how to safely use mobile apps such as the UBER App while driving. Almost all online applicants  
19 become drivers. Almost all online applicants become drivers.

20 89. Once an UBER applicant becomes a driver, UBER fails to utilize its own  
21 technology, including in-car cameras and GPS tracking, to ensure that drivers keep the camera  
22 running during the entire ride and that the driver remains on course to the passenger's destination.

23 90. UBER does not have a zero-tolerance policy for misconduct and has allowed drivers  
24 who have been reported for behavior that threatened the safety of its passengers to continue driving.

25 91. UBER fails to engage investigators to perform audits of current drivers' applications  
26 and information to weed out any inaccurate, outdated, or forged information or criminal convictions  
27 occurring since the driver applied with UBER.

28 92. UBER, including UBER officers, directors and/or managing agents, does not

1 require non-harassment training. UBER does not adequately investigate customer complaints of  
2 sexually inappropriate behavior or serious sexual assaults. UBER does not employ experts  
3 dedicated to investigating complaints made against its drivers of a violent or sexual nature. UBER  
4 does not bar registered sex offenders or individuals with rape convictions (at any point in the past)  
5 from becoming UBER drivers. Notwithstanding UBER's history of hiring sexual predators who  
6 have assaulted UBER passengers, UBER does nothing to warn its female passengers about the  
7 serious and real danger of being sexually assaulted by an UBER driver.

8 93. UBER, including UBER's officers, directors and/or managing agents, is and has  
9 been aware that its security screening processes are insufficient to prevent dangerous and violent  
10 applicants from successfully registering as Uber drivers.

11 **UBER'S FINANCIAL MODEL**

12 94. The key to UBER's business model is to have as many UBER drivers on the road  
13 as possible. To achieve this, UBER endeavors to have as many new UBER drivers on the road as  
14 possible by soliciting and retaining thousands of non-professional drivers. The more UBER drivers  
15 and UBER rides, the more money UBER makes. Unfortunately, careful and adequate screening  
16 processes and driver supervision would result in fewer drivers and lower profits. UBER employs  
17 its drivers in traditional at-will relationships, in which UBER has the discretion to fire its drivers  
18 for any reason and at any time.

19 95. UBER has a high turnover among its drivers because they are not well paid and  
20 often move on to other jobs. As a result, and in order to keep the number of drivers on the road at  
21 a maximum level, UBER's business model and driver enrollment process is designed to accept as  
22 many new drivers as possible. Unfortunately, UBER, including UBER officers, directors and/or  
23 managing agents, prioritizes profits over passenger safety.

24 96. UBER's goal of dominating the ridesharing market has been a success because  
25 UBER ignores licensing laws and disregards customer safety. While taxi and limousine companies  
26 must comply with licensing laws and vehicle and consumer safety protections, UBER openly and  
27 intentionally disregards long-standing legal and regulatory authorities in nearly every U.S. city in  
28

1 which it operates. Without the costs of complying with legal and safety requirements and taking  
2 necessary precautions to ensure consumer protection, UBER has become dominant in the market  
3 in a fraction of the time it would have taken had UBER done things properly and safely for its  
4 passengers. UBER's model of "profits over safety" is the cornerstone of its market dominance.

5 97. As a result of prioritizing profits over passengers, UBER, at the direction of UBER  
6 officers, directors and/or managing agents, has made deliberate decisions to adopt inadequate initial  
7 screening procedures, inadequate safety monitoring, and has failed to warn customers of the  
8 dangers of riding with UBER.

9  
10 **UBER'S CONTROL OVER ITS DRIVERS**

11 98. UBER drivers are largely nonprofessional, untrained individuals who use their own  
12 vehicles. UBER employs and engages its drivers, including the UBER Drivers involved in the rides  
13 at issue in this litigation, in traditional at-will relationships.

14 99. UBER collects a percentage of the fee from every ride. UBER drivers are not  
15 charged a fee by UBER to apply to become employees. UBER takes a fee ranging between twenty  
16 percent (20%) and thirty percent (30%) of the fare charged to a consumer for a ride.

17 100. UBER can and does directly modify charges to consumers if UBER determines that  
18 a driver has taken a circuitous route to a destination.

19 101. UBER controls its drivers' contacts with its consumer base and considers its  
20 consumer list to be proprietary information.

21 102. UBER drivers are not permitted to answer passenger inquiries about booking future  
22 rides outside of the UBER app.

23 103. UBER requires its drivers to accept all ride requests when the drivers are logged  
24 into the UBER app. Drivers who reject too many ride requests risk discipline by UBER, including  
25 suspension or termination.

26 104. UBER attempts to impose uniformity in the conduct of its drivers.

27 105. UBER retains the right to terminate drivers at will, with or without cause. UBER  
28 uses rider feedback to discipline or terminate drivers.

1           106. UBER processes and deals with customer complaints regarding drivers and  
2 maintains the driver rating system used by customers.

3           107. UBER maintains a “master-servant” relationship with all UBER drivers.

4           108. UBER drivers are subject to UBER’s control while performing those services.

5           109. UBER retains the right to direct and does indeed direct how the work of all UBER  
6 drivers shall be done, as well as the result to be accomplished.

7           110. UBER desires not only the results of the drivers’ work but also desires to retain, and  
8 does retain, the ability to control the means whereby the work is to be accomplished.

9           111. UBER has, retains, and exercises the right to control the manner and means of  
10 accomplishing the result desired of its drivers and UBER exercises that right at all times.

11           112. UBER retains far more than merely a broad general power of supervision and  
12 control as to the results of the UBER drivers’ work and UBER seeks to insure far more than merely  
13 the right to demand satisfactory performance of an independent contract, the right to inspect, the  
14 right to make suggestions or recommendations as to details of the work, and the right to prescribe  
15 alterations or deviations in the work.

16           113. UBER retains the right to control all aspects of the drivers’ work, including but  
17 not limited to the following:

- 18           a. UBER has the discretion to fire its drivers for any reason and at any time; that is, UBER  
19 maintains the right to discharge its drivers at will, and without cause;
- 20           b. Drivers are not charged a fee by UBER to apply to become employees;
- 21           c. At all times relevant, there was no agreement between UBER and driver designating  
22 the driver as an independent contractor;
- 23           d. Drivers are not charged a fee to download the app or to receive notifications from UBER  
24 that customers want rides;
- 25           e. Fare prices for rides are set exclusively by UBER;
- 26           f. Drivers have no input on fares charged to consumers;
- 27           g. Drivers are not permitted to negotiate with consumers on fares charged;
- 28           h. UBER establishes the driver requirements;

- i. UBER establishes the vehicle requirements;
- j. UBER can and does modify charges to consumers; for example, if UBER determines that a driver has taken a circuitous route to a destination;
- k. UBER takes a fee of every ride charged to a consumer which generally exceeds twenty-five percent of the fare;
- l. UBER retains control over customer-contact information;
- m. UBER controls its drivers' contacts with its consumer base and considers its consumer list to be proprietary information;
- n. In some instances, UBER controls the hours a driver works;
- o. Drivers are not permitted to answer passenger inquiries about booking future rides outside of the UBER App;
- p. Drivers must abide by a list of regulations to drive for UBER;
- q. UBER requires its drivers to pick up UBER customers on the correct side of the street;
- r. UBER forbids its drivers from talking on their cell phones while the drivers are driving customers;
- s. UBER tracks drivers' speed and braking and sends drivers reports based on how many times the driver had to brake hard;
- t. UBER drivers are expected to accept all ride requests while they are logged into the App. UBER Drivers who reject too many ride requests risk facing discipline, including suspension or termination;
- u. UBER provides its driver with and requires them to use and display Uber branding materials in order to make their drivers easily identifiable as UBER drivers.
- v. UBER allows its passengers to give feedback on rides they have taken, and rate drivers on a scale from one to five stars. Prior complaints about the UBER driver are not shared with other passengers. UBER passengers are not provided with any information regarding their driver other than a photograph and other basic information about the vehicle.

114. Consistent with its role as a common carrier, UBER prohibits drivers from refusing

1 to provide services based on race, national origin, religion, gender, gender identity, physical or  
2 mental disability, mental condition, marital status, age, or sexual orientation.

3 115. Consistent with its role as a common carrier, UBER expects its drivers to comply  
4 with all relevant state, federal, and local laws governing the transportation of riders with  
5 disabilities, including the transporting of service animals.

6 116. Consistent with its role as a common carrier, UBER is liable for assaults regardless  
7 of whether such acts were committed within the course and scope of employment for UBER.

8 117. UBER provides auto insurance for drivers who do not maintain sufficient insurance  
9 on their own.

10 118. Insurance provided by UBER covers incidents occurring while a driver is connected  
11 online with the UBER app, with coverage increasing when a riding customer is in the vehicle.

12 119. UBER provides its drivers with logo stickers for their windshield and rear window  
13 and trains them that these stickers must be displayed in compliance with the California  
14 Public Utilities Commission (“CPUC”) standards.

15 **UBER’S AGGRESSIVE MARKETING EFFORTS AND**  
16 **MISREPRESENTATIONS ABOUT SAFETY**

17 120. Since its inception, UBER has actively marketed itself as a safe company that  
18 provides safe rides. Both before 2014 and after, UBER actively and aggressively marketed the  
19 supposed safety of its transportation services. These efforts continue to this day, and include email  
20 messages sent to every UBER customer, including Plaintiffs.

21 121. Uber represented to its customers, including Plaintiffs, on its website all of the  
22 following:

- 23 a. “How we help keep you safe – We’re committed to helping you get where you want to  
24 go with confidence, whether it’s building emergency features in the app or making it  
25 easy for you to check your ride.”  
26  
27 b. “Ride with confidence – The Uber experience was built with safety in mind. Through  
28 incident prevention tools, insurance coverage, and technology that keeps you connected,

- 1 we're dedicated to helping you move safely and focus on what matters most."
- 2 c. "Ride with confidence – Designing a safer ride – driver screenings – All potential
- 3 drivers in the US must complete a screening before becoming an Uber driver-partner,
- 4 and current drivers continue to be vetted for criminal offenses."
- 5 d. "Ride with confidence – Designing a safer ride – On every trip, you can tap a button for
- 6 safety tools and get help whenever you need it."
- 7 e. "Ride with confidence – Designing a safer ride – An inclusive community – Through
- 8 our joint efforts with cities and safety experts and by working together, we're helping
- 9 to create safe journeys for everyone."
- 10 f. "Our commitment to safety – You deserve to be able to move safely. To look forward
- 11 to the opportunities ahead. To be connected to people and places that matter most.
- 12 Which is why we're focused on your safety, from setting new standards to developing
- 13 technology with the goal of reducing incidents."
- 14 g. "How safety is built into your experience – Safety features in the app – Tap a button for
- 15 emergency assistance. Share your trip details with loved ones. Our technology helps put
- 16 peace of mind at your fingertips."
- 17 h. "How safety is built into your experience – An inclusive community – Millions of riders
- 18 and drivers share a set of Community Guidelines, holding each other accountable to do
- 19 the right thing."
- 20 i. "How safety is built into your experience – Coverage on every trip – We've put
- 21 insurance from leading companies in place for every ride."
- 22 j. "Building safer journeys for everyone – Rider safety – Uber driver-partners in the US
- 23 go through a multi-point screening check for their driving and criminal history before
- 24 they are authorized to take trips through the app. Every rider has access to safety features
- 25 built into the app and a support team if you need them."
- 26 k. "The future of safety – More than 200 Uber employees, from researchers and scientists
- 27 to designers and engineers, are focused on building technology that puts safety at the
- 28 heart of your experience."

1 1. “Safe rides around the clock – Affordable, reliable transportation can help make roads  
2 safer. Need a late-night ride and can’t drive yourself? Request a ride with Uber.”

3 m. “[W]herever you are around the world, Uber is committed to connecting you to the  
4 safest ride on the road. That means setting the strictest safety standards possible, and  
5 then working hard to improve them every day.”

6 122. UBER actively and publicly markets its transportation services to be safe and  
7 reliable services.

8 123. UBER has cultivated an image among its customers of safety and superiority to  
9 public transportation and traditional taxis. Because of aggressive marketing, most UBER customers  
10 are generally unaware of the real risks associated with UBER rides and continue to believe a ride  
11 with Uber is a safer and better alternative.

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

14 125. Riders, including Plaintiff, reasonably rely on UBER’s representations and promises  
15 regarding safety and security measures. Riders, including Plaintiff, choose to ride with UBER as a  
16 result of this reliance.

17 126. UBER knew its representations and promises about rider safety were false and  
18 misleading yet continued to allow riders to believe in the truth of these representations and promises  
19 and continued to profit from riders’ reliance on those representations and promises.

20 **UBER’S BACKGROUND CHECKS**

21 127. UBER fails to conduct adequate background checks and screening of its drivers.  
22 UBER does not fingerprint its drivers, UBER does not run the applicant drivers against all available  
23 public databases, and UBER does not do international background checks.

24 128. Even where authorized to do so, UBER generally does not perform driver  
25 background checks and instead outsource the checks to a third-party vendor that often limits the  
26 extent of its background check and that does not verify the information provided by the applicant  
27 is accurate or complete. The background checks conducted by private companies for Uber do not  
28



1 require fingerprinting for comparison against Department of Justice and Federal Bureau of  
2 Investigation databases. Neither Uber nor the third-party vendors it uses for background checks  
3 verifies that the information provided by applicants is accurate or complete. The turnaround time  
4 for an UBER background check is often under 36 hours.

5 129. Because of the unique identifying characteristics of fingerprints, the Live Scan  
6 process provides assurance that the person whose criminal history has been run is, in fact, the  
7 applicant. This would ensure that a violent criminal could not use a false identification to become  
8 an Uber driver.

9 130. Name-based background checks, on the other hand, are limited and not easily shared  
10 among the appropriate authorities. These name-based criminal background checks are performed  
11 on publicly available databases and records from county courthouses, which are not linked to each  
12 other and typically do not go back past seven years. Because the FBI database is not accessed, there  
13 is no true national search performed, making these searches incomplete, limited and inaccurate.

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

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

23 133. UBER lobbies state and local governments to limit what is required of Uber with  
24 respect to driver background checks. Uber also lobbies local government entities to continue  
25 allowing Uber to perform its own background checks of its driver applicants, rather than  
26 municipalities performing the more stringent screening they do for traditional taxi drivers.

27 134. UBER has successfully persuaded lawmakers in several states to keep background  
28 check requirements for its drivers limited.

1 135. As a direct result of UBER's lobbying efforts, those entities largely self-enforce  
2 hiring standards for their drivers.

3 136. Despite UBER's aggressive advertising to passengers that "Your safety is  
4 important" and "Safety is our top priority," as described above, UBER's background check process  
5 is designed for speed, not safety. In refusing to adopt reasonable safety procedures, UBER makes  
6 clear that its priority is profit, not passenger safety.

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

11 **MANDATORY REPORTING OF SEXUAL ASSAULT**

12 138. UBER, at the direction of UBER officers, directors and/or managing agents, has  
13 actively chosen not to report instances of sexual assault that occur on the UBER App to the  
14 authorities.

15 139. The benefits, reasoning and rationale for mandatory reporting of sexual assault is  
16 undisputed and well documented. One of the most obvious reasons for the policy of mandatory  
17 reporting of sexual assault is stopping sexual assault and preventing future sexual assault and the  
18 lives that can be destroyed by sexual assault. A policy of mandatory reporting helps stop the  
19 predators that commit sexual assault. Despite the knowledge that adopting a policy of mandatory  
20 reporting will help prevent future assaults and increase passenger safety, UBER at the direction of  
21 UBER's officers, directors and/or managing agents, has adopted a policy that is the opposite of  
22 mandatory reporting. UBER does not report allegations of rape and brutal sexual assault to the  
23 police. Instead, UBER makes every effort to hide and conceal these sexual assault reports from law  
24 enforcement, the public, media and our courts.

25 140. UBER understands that their drivers often drive for Lyft, Inc. (LYFT) and other  
26 ride-sharing companies. UBER also understands that sexual predators are likely to continue  
27 committing sexual assault. Despite the knowledge of the benefits of reporting sexual assailants,  
28

1 UBER does not report sexual assaults and rapes to law enforcement and does not share information  
2 regarding sexual assaults and rapes with other ridesharing companies despite the knowledge that  
3 these drivers are employed by other ridesharing companies. UBER, at the direction of UBER's  
4 officers, directors and/or managing agents, has adopted a policy that knowingly chooses to hide  
5 and conceal the identities of the drivers that rape and sexually assault UBER passengers.

6 141. Any ridesharing company such as UBER that is concerned about public safety and  
7 has more sexual assaults than almost any other company in US history, as evidenced by their 2017-  
8 2018 US Safety Report, would adopt a zero-tolerance policy and have mandatory reporting of  
9 sexual assaults to law enforcement and other ride sharing companies. Instead, UBER officers,  
10 directors and/or managing agents have chosen to sacrifice the lives of sexual assault victims in the  
11 hope of deriving additional profits.

12 142. Publishing UBER's 2017-2018 US Safety Report is simply not enough. Stating that  
13 the statistics of sexual assaults in UBER vehicles will be reported every two years is not enough to  
14 protect women and prevent sexual assaults in the first place. UBER, at the direction of UBER's  
15 officers, directors and/or managing agents, refuses to adopt mandatory reporting and report the  
16 crimes being committed by UBER drivers on UBER rides to law enforcement agencies. This  
17 clearly sends the message to sexual predators that not only will they have access to women in  
18 enclosed vehicles, but their attacks on these women will go unreported to law enforcement by  
19 UBER.

### 20 **STONEWALLING LAW ENFORCEMENT**

21 143. UBER's attempts to conceal its problem of sexual assaults is not limited to its refusal  
22 to report instances of sexual assaults to the authorities. UBER's attempts to conceal the problem of  
23 sexual assaults occurring through the UBER App are further evidenced by its lack of cooperation  
24 with law enforcement detectives that investigate the cases that victims report to police. UBER has  
25 failed to provide records and documentation regarding sexual predators that have committed  
26 multiple assaults that are critical for law enforcement investigations. The net effect of UBER's  
27 attempts to protect itself and conceal the reports of sexual predators from law enforcement is that  
28

1 dangerous sexual predators continue to rape, sexually assault, and ruin lives.

2 144. According to UBER's 2017-2018 Safety Report, UBER has implemented a law  
3 enforcement portal (Law Enforcement Response Team) where law enforcement agencies can  
4 submit their requests for information.

5 145. Many law enforcement personnel have reported that this process is incredibly time-  
6 consuming and unwieldy to use, which hampers and slows investigations-probably the reason  
7 UBER has adopted it.

8 146. Upon information and belief, even with their implementation of the law  
9 enforcement portal, UBER, at the direction of its officers, directors and/or managing agents, has  
10 refused to cooperate with local law enforcement, instead requiring local law enforcement to obtain  
11 court orders to force UBER to cooperate.

12 147. A responsible company concerned with public safety would cooperate with law  
13 enforcement. UBER has chosen another path. UBER delays and restricts correspondence with  
14 police until a court order/search warrant is authorized. In many cases, UBER requires a subpoena  
15 or formal legal order to provide information police may need for an investigation. Many of the  
16 assault victims are told by the detectives handling their case that UBER's Trust and Safety team is  
17 unresponsive to the detective's requests.

18 148. UBER often erases a victim's complaint from the UBER App and does not send the  
19 victim or law enforcement a copy of what the victim sent to UBER regarding the assault. In these  
20 cases, the victim has no way to access or retrieve their original complaint about the accused  
21 perpetrator, which delays the police investigation.

22 149. After a victim has reported a rape or sexual assault, UBER often disables the  
23 victim's account. This restriction prohibits the victim from accessing key information about their  
24 perpetrator including the name, photo, make and model of the car, the time, distance, and route of  
25 ride, and other identifying information which is needed for law enforcement's investigation. This  
26 hampers law enforcement investigations further.

27 150. UBER is fully aware of the facts regarding its stonewalling and hampering of law  
28 enforcement investigations as described above. UBER, at the direction of UBER's officers,

1 directors and/or managing agents, knowingly protects the sexual predators that drive for them.

2 151. The UBER ride-hailing platform is a haven for sexual predators preying on  
3 vulnerable women.

4  
5 **UBER POLICY TO SILENCE VICTIMS**

6 152. Many people that are sexually assaulted do not report the incident because of the  
7 stigma attached to sexual assault. Only a minority of courageous people that are sexually assaulted  
8 come forward to report the assault. It is well known that sexual assault victims suffer tremendous  
9 mental and psychological trauma as a result of being victimized by sexual assault. For this reason,  
10 any responsible organization, corporation or entity that takes calls from sexual assault victims  
11 should have trauma informed and persons trained in sexual trauma to handle those calls.

12 153. Despite the hundreds and thousands of calls reporting sexual assault to their  
13 company, UBER has untrained operators acting as first responders that take the calls from  
14 traumatized sexual assault survivors. These untrained operators have no concept or understanding  
15 of how to communicate with a sexual assault survivor. Oftentimes sexual assault victims get  
16 automated and recorded messages. All the above is part of UBER's effort to silence victims  
17 implemented at the direction of UBER's officers, directors and/or managing agents.

18 154. In addition to the above allegations, UBER incorporates other methods to silence  
19 victims that come forward to report sexual assault by their drivers. Oftentimes when a victim comes  
20 forward and reports a sexual assault or rape, UBER responds by turning off or deactivating the  
21 victim's UBER App.

22 155. When a victim has the courage to come forward to report the assault, UBER does  
23 not tell the victim to report the incident to the police or other law enforcement. Rather, UBER tells  
24 the sexual assault victim that UBER will investigate the incident and get back to them.  
25 Unfortunately, UBER oftentimes does not get back to the victim despite their promise to do so.  
26 The victim often never hears from UBER about the incident again.

27 156. UBER often erases the victim's complaint from their UBER App.

28 157. UBER, at the direction of UBER's officers, directors and/or managing agents, often

1 enlists Crawford Global Technology Services (“Crawford GTS”), an international insurance  
2 adjustment company who touts themselves as the “most experienced team of strategic loss  
3 managers and technical adjusters in the world.” Upon information and belief, UBER, at the  
4 direction of UBER’s officers, directors and/or managing agents, employs Crawford GTS to contact  
5 women who have reported sexual assaults and rapes they experienced in UBER vehicles mere days  
6 or hours after the report is made, in an effort to pay off and silence victims.

7 158. UBER employs all the above policies to silence victims.

8 **UBER RESPONDS INADEQUATELY TO RIDER REPORTS OF SEXUAL ASSAULTS**

9  
10 159. UBER riders who report sexual harassment or sexual assault to UBER are often left  
11 feeling no better off than had they not reported the incident at all.

12 160. Even if UBER does respond to a report of rape or sexual assault, the response largely  
13 follows the same script focusing on “apologizing for the situation,” an ‘investigation,’ and safety.  
14 UBER, at the direction of UBER’s officers, directors and/or managing agents often does not tell  
15 the reporting victim what steps UBER takes in its ‘investigation,’ does not tell the victim if there  
16 have been other reports of sexual assault and/or rape made against this driver, and does not tell the  
17 reporting victim what the conclusion of the ‘investigation’ is. Nor does UBER urge victims to  
18 report the incident to law enforcement.

19 161. On information and belief, UBER’s ‘investigations’ into reports of rape and sexual  
20 assault amount to nothing more than following up with the rider and the driver and checking to see  
21 if the driver has any previous complaints against him.

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

26 //

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28 //

**UBER'S SAFETY MEASURES CONTINUE TO BE INADEQUATE TO PROTECT  
AGAINST SEXUAL ASSAULT AND RAPE IN THEIR VEHICLES**

163. UBER's newly enacted safety measures continue to fall short of protecting female passengers from being raped or sexually assaulted by UBER drivers.

164. In response to bad publicity UBER has received regarding sexual assaults and rapes that take place as a result of the UBER App, UBER, at the direction of UBER's officers, directors and/or managing agents, enacted some changes and safety measures that could and should have been implemented long ago.

165. Most of these changes to the UBER App are meaningless and simple window dressing for press releases. For example, one of the changes included the addition of an in-app emergency button that a woman in distress could use to call 911. This however presupposes that a woman, in the midst of being sexually assaulted is: (1) conscious; (2) cognizant enough to know to use the emergency button; and (3) has access to her phone to make use of the feature. Such a button does little to increase a passenger's safety, as a passenger could just as easily dial 911 on their cell phone as utilize an in-app emergency button. Additionally, this feature does nothing to prevent the assault from occurring in the first place.

166. UBER's officers, directors and/or managing agents have still refused to implement biometric fingerprint or Live Scan background checks.

167. UBER's officers, directors and/or managing agents have still refused to implement in-app surveillance cameras to record UBER rides and ensure customer safety.

168. UBER's officers, directors and/or managing agents have still refused to implement automatic messaging to UBER drivers and UBER passengers when a ride goes off course or ends before the destination is reached.

169. UBER, including UBER's officers, directors and/or managing agents, understands that these recent changes in the name of safety are completely useless to prevent the occurrences of sexual assault in the first place.

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**UBER FAILS TO PARTICIPATE IN TRANSPORTATION NETWORK**

**COMPANY SAFETY HEARINGS**

170. On October 16, 2019 at 10:00 AM, the Subcommittee on Highways and Transit of the United States House of Representatives Committee on Transportation and Infrastructure held a hearing entitled “Examining the Future of Transportation Network Companies: Challenges and Opportunities” (“the Hearing”).

171. The aim of the Hearing was to discuss safety challenges and opportunities to protect both rideshare passengers and drivers across the country as well as to discuss legislation that has been proposed to achieve greater safety and regulations of Transportation Network Companies (TNCs).

172. The Subcommittee on Highways and Transit invited both UBER and LYFT to participate in the Hearing in order to answer the Subcommittee’s questions and provide the TNC perspective on safety and regulations.

173. Despite the obvious intent of the Subcommittee to increase the safety of rideshare for its passengers and customers, UBER refused to meet before the subcommittee. As a result, the Subcommittee’s questions were left unanswered. UBER refused to appear because passenger and customer safety is not, and has never been, a priority or concern for UBER.

174. On October 17, 2019, the Subcommittee sent to UBER CEO Dara Khosrowshahi a list of questions that went unanswered and requested UBER respond, in writing, to become part of the record of the Hearing. Many of the questions posed to UBER were regarding UBER’s position of the safety of their passengers:



October 17, 2019

Dara Khosrowshahi  
Chief Executive Officer  
Uber  
1455 Market Street # 400  
San Francisco, CA 94103

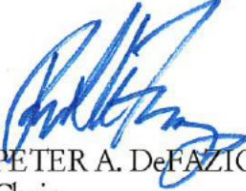
Dear Mr. Khosrowshahi:


On October 16, the Subcommittee on Highways and Transit held a hearing titled "Examining the Future of Transportation Network Companies: Challenges and Opportunities." Because you declined the invitation to participate in this hearing, some of the Subcommittee's questions went unaddressed.

Please find attached a list of questions to answer for the hearing record. The Subcommittee requests your written response to the questions no later than Friday, November 1 so that they may be made a part of the record. Failure to respond to these questions could result in a more substantive document request from the Committee.

If you or your staff have any questions or need further information, please contact [REDACTED] of the Subcommittee on Highways and Transit at [REDACTED] or [REDACTED]

Sincerely,

  
PETER A. DeFAZIO  
Chair

  
ELEANOR HOLMES NORTON  
Chair  
Subcommittee on Highways & Transit

4. Do you support making the number of reported crimes perpetrated by drivers against passengers you have received publicly available?
5. Do you support local authorities tracking incidents that occur on hailed rides in order to provide law enforcement with better data to inform their public safety strategies?
6. Do you track the type and frequency of passenger-reported crimes perpetrated by drivers you receive? If not, please explain why.
7. Please provide data on the total number of incidents involving alleged crimes against riders by drivers you have received, to date, broken down by type.
8. What is your specific process for reviewing alleged incidents of violence, assault, or harassment reported by Uber passengers? What is your specific process for reviewing complaints and alleged incidents by Uber drivers? What is your specific protocol for when and how to refer incidents to law enforcement?

9. What is your specific protocol to follow up with drivers who have been accused of harassment, assault, or violence? What is your specific protocol to deactivate a driver?

**Public Safety:** The hearing highlighted the growing number of news reports of alleged assaults on passengers who utilize TNCs. At the hearing, Paul Miller, Legislative Counsel with the Transportation Alliance, noted that when a taxi driver is involved in an accident or alleged assault against a passenger, not only are local police on-site but the taxi commission conducts oversight as well. For TNCs, alleged assaults or crimes are not documented as TNC-related, even if reported to local authorities. The only comprehensive data source of passenger-reported assaults and other incidents against Uber drivers resides with your company.

(Oct. 17, 2019, Subcommittee on Highways and Transit Letter to Dara Khosrowshahi)

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## **UBER'S 2017-2018 US SAFETY REPORT**

175. On or about December 5, 2019 UBER published a 2017-2018 US Safety Report which identifies 5,981 instances of sexual assault that were reported to UBER as having occurred during an UBER ride.

Table 12: 5 categories of sexual assault<sup>172</sup> (2017-2018)<sup>173</sup>

	2017-2018	2017		2018		YoY incident rate change
Subcategory	Frequency of incident reports (by # of trips)	# of incident reports	% of total trips <sup>174</sup>	# of incident reports	% of total trips	% change incident rate <sup>175</sup>
Non-Consensual Kissing of a Non-Sexual Body Part	-1 in 2,000,000	570	0.00006%	594	0.00005%	-16%
Attempted Non-Consensual Sexual Penetration	-1 in 4,000,000	307	0.00003%	280	0.00002%	-26%
Non-Consensual Touching of a Sexual Body Part	-1 in 800,000	1,440	0.0001%	1,560	0.0001%	-12%
Non-Consensual Kissing of a Sexual Body Part	-1 in 3,000,000	390	0.00004%	376	0.00003%	-22%
Non-Consensual Sexual Penetration	-1 in 5,000,000	229	0.00002%	235	0.00002%	-17%
Total US trips	2.3 billion	1.0 billion		1.3 billion		

176. The numbers, as reported above by UBER, mean that approximately 250 sexual assaults per month are occurring as a direct result of the UBER App. These sexual assaults include rape, digital penetration, kidnapping, and other forms of physical brutality as well as verbal harassment and intimidation.

177. Additionally, as UBER states in the 2017-2018 US Safety report, and as UBER, including UBER's officers, directors and/or managing agents, are aware, statistically 3 out of 4 sexual assaults go unreported by the victim. Despite the underreporting of sexual assaults generally, the numbers of women that have reported being assaulted to UBER and to law enforcement are staggering.

178. While UBER's 2017-2018 Safety Report is one small step in the right direction, the steps being taken by UBER in the name of passenger safety from sexual assault continue to be mere window dressing.

179. In the 2017-2018 US Safety Report, UBER, at the direction of UBER's officers,

1 directors and/or managing agents, attempts to downplay the staggering numbers of rape and sexual  
2 assault that occur on UBER rides by UBER drivers. UBER attempts to downplay the occurrences  
3 of sexual assault on the UBER platform by intimating that sexual assault is a problem in society  
4 generally, and that UBER is merely a reflection of society.

5 180. UBER's approach to the number of sexual assaults reported to them by UBER  
6 customers entirely discounts the fact that the assaults experienced by UBER passengers at the hands  
7 of UBER drivers is completely enabled and facilitated by UBER and the UBER App.

8 181. Despite UBER, including UBER's officers, directors and/or managing agents,  
9 knowledge of the assaults and the profound and ruinous effect on women's lives, they have failed  
10 for many years to make any meaningful steps to prevent UBER's female customers from being  
11 sexually assaulted and raped. As a result, UBER, including its officers, directors and/or managing  
12 agents, is fostering and endorsing the sexual violence of its drivers.

13 **UBER'S DISREGARD FOR WOMEN'S SAFETY**

14 182. UBER is a transportation company. UBER gives rides to people for a fee, hiring  
15 drivers to provide these rides to UBER's passengers by splitting the fee with the drivers.

16 183. But getting into a car with someone you don't know is risky. UBER should have  
17 been aware of this from the beginning, in or about 2012, and it should have taken steps from the  
18 beginning to eliminate these risks. To the extent UBER's managing agents weren't aware of these  
19 risks at UBER's inception, they quickly became aware when passengers and law enforcement  
20 started complaining to UBER that UBER drivers were sexually assaulting female UBER  
21 passengers. Yet despite this knowledge, UBER did nothing to help make rides safer for women.  
22 Instead, it misled its customers.

23 184. In 2014, to make UBER seem less risky, Uber's managing agents started charging  
24 Uber passengers an extra \$1 fee for each trip. UBER called this a *Safe Rides Fee*. When UBER  
25 announced the Safe Rides Fee, it told the public that the "[f]ee supports our continued efforts to  
26 ensure the safest possible platform for UBER riders and drivers, including an industry-leading  
27 background check process, regular motor vehicle checks, driver safety education, development of  
28

1 safety features in the app, and insurance.”<sup>4</sup> The Safe Rides Fee wasn’t split with drivers.<sup>5</sup> So it was  
2 pure revenue for UBER. UBER gave hundreds of millions of rides with the Safe Ride Fee attached  
3 to them, and made hundreds of millions in revenue from the fee.<sup>6</sup> But it never earmarked the money  
4 for improving safety or spent it on safety.<sup>7</sup> Instead, it pocketed the money it told the world it was  
5 putting toward safety. As a former UBER employee said “[w]e boosted our margins saying our  
6 rides were safer.”<sup>8</sup> It “was obscene.”<sup>9</sup> The idea for the Safe Rides Fee was crafted by an UBER  
7 managing agent. Discovery will reveal the identity of this managing agent.

8 185. Rider safety was never UBER’s concern. Growth was. One of its founders, Travis  
9 Kalanick, became UBER’s second Chief Executive Officer and, at one time, its largest shareholder.  
10 Mr. Kalanick is a former officer, director, and managing agent of UBER. To increase growth, which  
11 required not only new riders, but new drivers, Travis Kalanick and the managing agents at UBER  
12 made it as easy as possible for UBER drivers to sign up. They used a background-check system  
13 designed to get drivers approved as quickly and conveniently as possible.<sup>10</sup> UBER hired Hirease,  
14 Inc. to do its background checks.<sup>11</sup> Hirease brags that it can vet drivers within 36 hours.<sup>12</sup> To have  
15 such a short turnaround, UBER eschewed industry standards used by other taxi companies and  
16 livery services. For example, it abandoned fingerprinting — which takes weeks — and running  
17 applicant drivers against private databases, such as FBI records.<sup>13</sup> These shortcuts might have led  
18 to growth for UBER, but they also put people, including Plaintiffs, in danger. Indeed, UBER was  
19 so fixated on growth that it began mailing cell phones to applicant drivers, so they could begin  
20 driving, before UBER’s cursory background check was even complete.<sup>14</sup>

21  
22 <sup>4</sup> Uber, *What is the Safe Rides Fee*, <https://web.archive.org/web/20140420053019/http://support.uber.com/hc/en-us/articles/201950566>. (last visited October 6, 2019).

23 <sup>5</sup> MIKE ISAAC, *SUPER PUMPED: THE BATTLE FOR UBER* 136 (2019) (“The drivers, of course, got no share of the extra  
24 buck.”).

25 <sup>6</sup> *See id.*

26 <sup>7</sup> *Id.*

27 <sup>8</sup> *Id.*

28 <sup>9</sup> *Id.*

<sup>10</sup> Isaac, *supra* note 5, at 115 (“Uber made it as easy as possible for drivers to sign up.”).

<sup>11</sup> Mike Isaac, *Uber’s System for Screening Drivers Draws Scrutiny*, N.Y. TIMES, Dec. 9, 2014, at A1 (available at  
<https://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-comes-under-scrutiny.html?searchResultPosition=1>.)

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> Isaac, *supra* note 5, at 218.

1 186. Travis Kalanick made the decision that UBER was going to not fingerprint its  
2 drivers, that it was not going to scrub these drivers against FBI records, and that it was going to use  
3 a fast and shallow background-check process. He had actual knowledge that these acts would put  
4 passengers in greater danger. As such, he acted with conscious disregard to the rights and safety of  
5 female passengers, including Plaintiffs. Travis Kalanick intentionally performed the act of hiring  
6 drivers without fingerprinting them, of not scrubbing drivers against FBI databases, and using fast  
7 and shallow background checks. When he took these actions, he knew or should have known that  
8 it was highly probable that harm would result.

9 187. Still today — despite its knowledge that so many women have been sexually  
10 assaulted by UBER drivers during UBER Rides — UBER does not fingerprint its drivers, and it  
11 does not do thorough background checks.

12 188. UBER’s greed and complete disregard for rider safety or the rule of law is  
13 breathtaking. UBER’s policy is that it won’t report any criminal activity it learns of to law-  
14 enforcement authorities.<sup>15</sup> That includes allegations of sexual assault.<sup>16</sup> So UBER’s policy is that  
15 if it learns from an UBER rider, such as one of the named Plaintiffs that she was sexually assaulted,  
16 UBER will not report this sexual assault to law enforcement.<sup>17</sup> UBER is proud of this policy and  
17 feels “very strongly” that it is not UBER’s job to go to the police on behalf of customers when an  
18 UBER driver rapes an UBER passenger.<sup>18</sup> This policy has been supported by UBER’s current Chief  
19 Executive Officer Dara Khosrowshahi. Mr. Khosrowshahi is an officer of UBER. When he took  
20 the action of intentionally embracing this policy, he knew or should have known that it was highly  
21 probable that harm would result. After all, drivers are more likely to commit sexual assault if they  
22 know it is less likely that law enforcement will be informed of the assault.

23 189. UBER’s greed, parochial focus on growth, and misogyny has had tragic  
24 consequences. In December 2014, a 26-year-old finance worker hailed an UBER to take her home  
25

26 <sup>15</sup> *Uber Says Safety is its First Priority. Employees Aren’t so Sure*, WASH. POST (Oct. 1, 2019) (available at  
27 [https://www.washingtonpost.com/podcasts/post-reports/uber-says-safety-is-its-first-priority-employees-arent-so-](https://www.washingtonpost.com/podcasts/post-reports/uber-says-safety-is-its-first-priority-employees-arent-so-sure/)  
28 [sure/](https://www.washingtonpost.com/podcasts/post-reports/uber-says-safety-is-its-first-priority-employees-arent-so-sure/).)

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

1 from a work dinner near New Delhi, India.<sup>19</sup> When she fell asleep in the car, her UBER driver  
2 moved to the backseat and raped her.<sup>20</sup> The driver had previously been detained for rape.<sup>21</sup> The  
3 rape caused an international imbroglio, and New Delhi temporarily banned UBER.<sup>22</sup> UBER dealt  
4 with the situation by attacking the victim.

5 190. Eric Alexander was president of UBER in the Asia-Pacific region; he was UBER's  
6 "number three," Kalanick's fixer, and a managing agent of UBER.<sup>23</sup> He secured, possibly illegally,  
7 the New Delhi rape victim's medical records through a law firm.<sup>24</sup> The records contained the  
8 medical examination that doctors performed within hours of her rape.<sup>25</sup> Alexander shared these  
9 records with Mr. Kalanick and UBER's number two at the time, Emil Michael, a managing agent  
10 at UBER.<sup>26</sup> Many other UBER managing agents either saw the records or learned of them.<sup>27</sup> Mr.  
11 Kalanick latched on to the fact that the victim's hymen was still intact.<sup>28</sup> (This despite two people  
12 pointing out to him that the victim could have been anally raped.<sup>29</sup>) He began cultivating and  
13 sharing a bizarre conspiracy that the woman wasn't raped; the whole incident was a plot against  
14 UBER by Olga, Uber's major ride-sharing competitor in India.<sup>30</sup> No matter that the UBER driver  
15 had a history of sexual assault and had confessed the assault to police.<sup>31</sup>

16 191. Mr. Kalanick and UBER's managing agents and board were the fountainhead of  
17 UBER's culture of reckless growth, misogyny, and lawlessness.<sup>32</sup> When UBER customers accused  
18 UBER drivers of sexual assault, something that happened with increasing frequency as UBER grew  
19

20 <sup>19</sup> Ellen Barry and Suhasini Raj, *Uber Banned in India's Capital After Rape Accusation*, N.Y. TIMES, Dec. 8, 2014,  
21 at A4 (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](https://www.nytimes.com/2014/12/09/world/asia/new-delhi-bans-uber-after-driver-is-accused-of-rape.html?_r=0&module=inline)); Isaac, *supra* note 2, at 149.

22 <sup>20</sup> Isaac, *supra* note 5, at 149.

23 <sup>21</sup> Barry and Raj, *supra* note 19.

24 <sup>22</sup> *See id.*

25 <sup>23</sup> Isaac, *supra* note 5, at 260.

26 <sup>24</sup> 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), <https://www.vox.com/2017/6/7/15754316/uber-executive-india-assault-rape-medical-records>.

27 <sup>25</sup> Isaac, *supra* note 5, at 261.

28 <sup>26</sup> Swisher and Bhuiyan, *supra* note 24.

29 <sup>27</sup> *Id.*

30 <sup>28</sup> Isaac, *supra* note 5, at 261.

31 <sup>29</sup> *Id.* at 262.

32 <sup>30</sup> *Id.* at 261; Swisher and Bhuiyan, *supra* note 24.

33 <sup>31</sup> Barry and Raj, *supra* note 19.

34 <sup>32</sup> Isaac, *supra* note 5, at 194 ("The tone of Uber's culture was being set from the top. . . . The result was a workforce that largely reflected Kalanick.").



— given its lax supervision and shoddy background checks — Mr. Kalanick would pace around UBER headquarters, not considering how to make UBER’s safer for women, but repeating the bromide, legally correct but a bromide nonetheless, “innocent until proven guilty.”<sup>33</sup> When a sexual-assault victim decided not to endure the hardship of bringing a civil claim against UBER, or law enforcement decided the evidence was too inconclusive to bring criminal charges, “a round of cheers would ring out across the fifth floor of UBER HQ,”<sup>34</sup> as UBER’s managing agents celebrated.

192. At a cocktail and dinner party with journalists in New York City, Mr. Michael attacked journalists who criticized UBER.<sup>35</sup> 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.<sup>36</sup> 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.”<sup>37</sup> He also floated the idea that UBER could spend a million dollars paying journalists and investigators to dig up dirt on journalists who wrote ill of UBER.<sup>38</sup> He then attempted to shame Ms. Lacy by suggesting that his hack journalists and investigators could find lots of dirt regarding Ms. Lacy and her romantic relationship with her partner.<sup>39</sup> He said UBER could get away with this because “[n]o body would know it was us.”<sup>40</sup>

193. UBER’s sexual-assault and -harassment problems have become so big and so public that it has made pale and perfunctory attempts to act as though it is trying to confront them. In May 2018, UBER acknowledged its “deeply rooted problem” of sexual assault. It proclaimed it was committed to solving the problem, stating that “we’re making some important changes today.”

<sup>33</sup> Isaac, *supra* note 5, at 167.

<sup>34</sup> *Id.*

<sup>35</sup> Isaac, *supra* note 5, at 167.

<sup>36</sup> *Id.*

<sup>37</sup> Uber, *Turning the Lights On*, <https://www.uber.com/newsroom/turning-the-lights-on/>.

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

<sup>40</sup> *Id.*



1 Included in these “important changes” was UBER’s promise to publish a “safety transparency  
2 report that will include data on sexual assaults . . . that occur on the UBER platform.”<sup>41</sup>

3 194. One change UBER did not make was warning passengers that UBER is a risky  
4 method of transportation for women because of the high number of women who are sexually  
5 assaulted by UBER drivers during UBER Rides. UBER, unlike the public, knew the risk to female  
6 UBER passengers because of all the complaints about UBER drivers that UBER received. But  
7 UBER does not and has never provided a warning about the high incident of sexual assaults that  
8 occur on the UBER platform to users of the UBER App.

9 195. When UBER finally released the safety report, it was forced to acknowledge that in  
10 2018 alone there were 3,045 sexual assaults in the United States during UBER trips — 235 sexual  
11 assaults of the “most serious kind.”

12 196. But UBER became aware of its sexual assault problem long before it released the  
13 Holder Report. UBER’s operations team “dealt with thousands of misconduct cases every year,  
14 including instances of sexual assault.”<sup>42</sup>

15 197. UBER “had so lowered the bar to become a driver that people who might have been  
16 prevented from driving in the official taxi industry could easily join UBER.”<sup>43</sup> As described earlier,  
17 these decisions to lower the bar were made by Travis Kalanick and other officers, directors, and  
18 managing agents. And these decisions to so lower the bar were made with actual knowledge, on  
19 the part of UBER’s managing agents, that UBER passengers were being sexually assaulted at an  
20 alarming rate.

21 198. But it wasn’t that UBER simply lowered the bar. It failed to take adequate steps to  
22 make its rides safe; it failed to provide everything necessary for safe transportation of its  
23 passengers. For example, UBER failed to install video cameras in the cars. Such a step would have  
24 chilled the wantonness of potential predators. It failed to provide an option in the UBER App that  
25 allowed female riders to select to be driven by female drivers. And it failed to adopt adequate

26 \_\_\_\_\_  
27 <sup>41</sup>Uber, *Turning the Lights On*, <https://www.uber.com/newsroom/turning-the-lights-on/>.

28 <sup>42</sup>*Id.*

<sup>43</sup>*Id.*

1 training of its drivers on issues of sexual assault and sexual harassment. That is, it failed to provide  
2 adequately trained drivers. These policies to fail to make its rides safe were put in place by Travis  
3 Kalanick and other officers, directors, and managing agents of UBER. The policy to refuse to warn  
4 passengers that UBER is not safe for women was made by Mr. Kalanick, Mr. Khosrowshahi, and  
5 the other officers, directors, and managing agents. These managing agents at UBER knew that if  
6 they put cameras in cars fewer sexual assaults during UBER rides would occur. They knew that if  
7 they provided the option for females so that women could select to be driven by females, fewer  
8 sexual assaults during UBER rides would occur. They knew that if they better trained their drivers  
9 in sexual-assault prevention, fewer sexual assaults would occur during UBER rides. They  
10 intentionally refused to put these safety policies in place with actual and constructive knowledge  
11 that not putting these policies in place made it highly probable that harm to female UBER  
12 passengers would result.

13         199. As UBER became more popular, more people realized that UBER had so lowered  
14 that bar that people with checkered backgrounds could drive for UBER. People also realized that  
15 UBER hadn't provided everything necessary for safe rides, that is, everything that might make it  
16 more difficult to get away with sexual assaults, like video cameras in cars. And they realized that  
17 UBER was protecting drivers who had been accused of sexual assault by not reporting those  
18 assaults to law enforcement. They also realized that UBER was marketing itself to women as a safe  
19 mode of transportation, including after drinking. Because of these factors, UBER became a magnet  
20 for sexual predators — men who knew that driving for UBER meant they would get to drive around  
21 intoxicated women late at night. These men started sexually assaulting women at alarming rates,  
22 as the Holder Report shows. And, as stated earlier, UBER and its officers, directors, and managing  
23 agents — including Travis Kalanick — had actual knowledge that these sexual assaults were going  
24 on because the victims of these assaults were reporting them to UBER. But UBER's officers,  
25 directors, and managing agents did nothing. They failed to start screening drivers better, or to place  
26 video cameras in cars. They failed to give Plaintiffs an adequate warning about the risks of driving  
27 in an UBER as a woman. UBER's managing agents intentionally refused to take these safety  
28 measures and precautions with actual knowledge of the problem, and these officers directors, and

1 managing agents — including Travis Kalanick — had actual or constructive knowledge that  
2 refusing to implement these safety measures meant that there was a high probability that more harm  
3 would result to female passengers, including Plaintiffs.

4 200. In short, before Plaintiffs were sexually assaulted, UBER's officers, directors, and  
5 managing agents — including Travis Kalanick — knew, that female passengers were frequently  
6 being sexually assaulted by UBER drivers. UBER's officers, directors, and managing agents also  
7 knew that UBER hadn't taken all the safety measures it could have or should have taken and that  
8 because of UBER's failure to do so, more women were likely to be sexually assaulted during UBER  
9 rides. In this way, UBER's officers, directors, and managing agents acted with conscious disregard  
10 to the safety of future female passengers, including Plaintiffs.

11 201. Moreover, UBER, because its passengers were complaining to it about being  
12 sexually assaulted during UBER rides, knew it had a sexual assault problem. But it failed to warn  
13 its passengers of what was going on. UBER is an unsafe mode of transportation for women who  
14 are riding alone, and UBER knew this to be so. But it did not provide its passengers with any  
15 warning of how unsafe UBER is for women. In fact, it concealed this fact from the public — a fact  
16 its female passengers and the public were unaware of. If UBER would have warned women that  
17 UBER was unsafe for women, fewer women would have been sexually assaulted.

18 **DELAYED DISCOVERY AND FRAUDULENT CONCEALMENT**

19 202. The discovery rule applies to toll the running of the statute of limitations until  
20 Plaintiffs knew, or through the exercise of reasonable care and diligence, should have known of the  
21 existence of their claim against UBER.

22 203. Plaintiffs were not aware of the foreseeability of the sexual assault they endured  
23 because UBER intentionally concealed the fact that UBER drivers had been regularly sexually  
24 assaulting women since at least 2014 and instead represented that UBER was a safe mode of  
25 transportation.

26 204. A reasonable investigation by Plaintiffs at the time of their sexual assault would not  
27 have revealed the factual basis of their causes of action against UBER. This is because UBER,  
28

1 through marketing and more, took actions to conceal that its drivers regularly and frequently  
2 assaulted women. This is also because UBER has publicly claimed that it does not control its  
3 drivers and that its drivers are not UBER employees. As such, despite reasonable diligence,  
4 Plaintiffs were unable to discover UBER's negligent or wrongful conduct, which brought about or  
5 contributed to bringing about the sexual assault suffered.

6 205. Furthermore, the running of any statute of limitations has been equitably tolled by  
7 reason of UBER's intentional representations and fraudulent concealment and conduct.

8 206. Through its affirmative misrepresentations and omissions, UBER actively  
9 concealed from Plaintiffs the true risks associated with using the UBER App and riding in an  
10 UBER, specifically, the risk of being sexually assaulted, sexually battered, raped, falsely  
11 imprisoned, stalked, harassed, and/or otherwise attacked.

12 207. As a result of UBER's actions, Plaintiffs were unaware, and could not reasonably  
13 know or have learned through reasonable diligence that UBER could be held liable for the risks its  
14 drivers posed as alleged herein and that those risks were the direct and proximate result of UBER's  
15 acts and omissions.

16 208. Plaintiffs did not learn of UBER's negligent or wrongful cause in bringing about the  
17 sexual assault until after they saw advertisements for legal help, so their claims are not time barred.

18 209. Furthermore, UBER is estopped from relying on any statute of limitations because  
19 of its concealment of the truth about its failure to adequately employ measures to ensure the safety  
20 of its passengers. UBER had a duty to disclose the true character, quality and nature of its  
21 background checks and the incidence of UBER drivers sexually assaulting or otherwise attacking  
22 passengers, because this was non-public information over which Defendants had, and continue to  
23 have, exclusive control, and because Defendants knew this information was not available to  
24 Plaintiffs, UBER passengers/customers, and/or the general public.

25 **V. CAUSES OF ACTION**

26 **COUNT ONE – GENERAL NEGLIGENCE**

27 210. The preceding and following paragraphs of this Complaint are incorporated by  
28 reference.

211. By providing transportation to the general public using its application and network of drivers, UBER owed a duty to act with due and reasonable care towards the public and in particular its own passengers, including Plaintiffs.

212. UBER has been on notice that its drivers have been sexually harassing, sexually assaulting, and raping its passengers since at least 2014. UBER was aware or should have been aware that some UBER drivers would continue to sexually assault, harass, physically assault, rape, and/or otherwise attack their vulnerable UBER patrons and passengers.

213. Since learning of the sexual assaults perpetrated by its drivers, UBER never adapted or improved its safety procedures in any meaningful way.

214. UBER does not require video monitoring of its drivers that cannot be turned off, nor does it provide emergency notification to UBER and the authorities when a driver drastically veers off course from the passenger's destination, abruptly cancels the ride, or ends the ride at the intended destination but GPS data indicates the passenger remains in the car for a significant period of time.

215. At all times relevant, UBER was well aware of the dangers its drivers posed, yet it still induced, and continues to induce, the public, including Plaintiffs, to rely on UBER as a safe means of transportation. In doing so, UBER failed to warn passengers, including Plaintiffs, of the possibility of being sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by an UBER driver.

216. UBER knew or should have known that assigning the task of transporting vulnerable passengers late at night to an inadequately screened driver created an unreasonable risk of harm to UBER's passengers, including Plaintiffs, particularly when UBER had been on notice of the string of sexual assaults committed by UBER's drivers.

217. At the time Plaintiffs were assaulted, UBER did not require sexual harassment/assault training for its drivers, nor did it have any policies in place for immediate termination if a driver engages in sexual misconduct.

218. UBER does not cooperate with the police when a driver commits an illegal sexual attack on its passengers. Despite having the express right to disclose driver information at UBER's

1 sole discretion, UBER requires that extensive standards be met before the company will even  
2 consider law enforcement requests for information. Even after a report of sexual assault has been  
3 made, UBER generally requires a subpoena before it will release information. UBER's policy of  
4 noncooperation discourages police agencies from making recommendations to District Attorneys'  
5 offices to file complaints against UBER drivers and provides UBER's predatory drivers with tacit  
6 assurance that their illegal attacks will not be detected by law enforcement.

7       219. When hiring new drivers, UBER does not verify driver identities with biometric  
8 background checks. UBER does not correct for false negatives created by its name-based screening  
9 procedures. UBER does not provide industry-standard background checks which would provide  
10 the most comprehensive means of screening applicant drivers. UBER does not invest in continuous  
11 monitoring of its drivers and is not immediately alerted when one of its drivers is implicated in  
12 criminal acts.

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

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

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

25       223. UBER failed to employ measures to adequately supervise its drivers.

26       224. UBER failed to adequately record, investigate, and respond to passenger reports of  
27 unsafe conduct such as sexual harassment and sexual assault by UBER drivers.  
28

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

4           226. UBER itself represented to its passengers that riding with UBER is safe, implying  
5 it is free of risk from sexual assault.

6           227. UBER did not warn that its criminal background checks of UBER drivers were  
7 limited, nor did it warn that it sometimes allows drivers to continue driving for UBER even after a  
8 passenger reports to UBER she was sexually assaulted.

9           228. UBER had reason to know that passengers would be unaware of the risk of sexual  
10 assault by UBER drivers.

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

13           230. In doing those things alleged herein above, UBER breached its duty of reasonable  
14 care to Plaintiffs.

15           231. A warning to its passengers that they were at risk of sexual assault by UBER drivers  
16 would have reduced the risk of harm to passengers, including Plaintiffs, who could have arranged  
17 for alternative transportation or taken additional safety precautions and avoided the assaults they  
18 suffered at the hands of UBER drivers.

19           232. Plaintiffs would not have ridden alone in an UBER had UBER provided an adequate  
20 warning regarding the risk of being sexually assaulted, sexually battered, raped, falsely imprisoned,  
21 stalked, harassed, and/or otherwise attacked by an UBER driver.

22           233. As a legal and direct result of UBER's aforementioned conduct and omissions,  
23 Plaintiffs were sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed,  
24 and/or otherwise attacked by an UBER Driver, which humiliated, degraded, violated, and robbed  
25 Plaintiffs of their dignity and personal safety. The assaults on Plaintiffs caused them to suffer  
26 psychological and physical harm from which some or all may never fully recover.

27           234. In failing to take these and other safety precautions designed to protect passengers  
28 from sexual predators driving for UBER, UBER breached its duty of reasonable care, negligently

1 inflicting emotional harm upon Plaintiffs, and acted recklessly and in conscious disregard of their  
2 safety.

3 235. As a direct and legal result of UBER's general negligence, Plaintiffs suffered  
4 damages, both economic and general, non-economic damages, according to proof.

5  
6 **COUNT TWO – COMMON CARRIER NEGLIGENCE**

7 236. The preceding and following paragraphs of this Complaint are incorporated by  
8 reference.

9 237. At the time Plaintiffs were sexually assaulted, sexually battered, harassed,  
10 kidnapped, falsely imprisoned, physically assaulted, raped, or otherwise attacked UBER was a  
11 common carrier as it provided transportation to the general public.

12 238. UBER provides transportation through a digital application made available to the  
13 general public for the purpose of transporting its users, the passengers, from place to place for  
14 profit. UBER has widely offered its services to the general public and charges standard fees for its  
15 services through its application. UBER does not allow discrimination against passengers on the  
16 basis of race, color, national origin, religion, gender, gender identity, physical or mental disability,  
17 medical condition, marital status, age, or sexual orientation. Any member of the public can use  
18 UBER's services for transportation.

19 239. As a common carrier, UBER must carry its passengers, including Plaintiffs, safely.

20 240. UBER has a duty to employ the utmost degree of care and diligence that would be  
21 expected of a very cautious company. UBER has a duty to do all that human care, vigilance, and  
22 foresight reasonably can do under the circumstances to avoid harm to passengers, including  
23 Plaintiffs.

24 241. UBER must use reasonable skill to provide everything necessary for safe  
25 transportation, in view of the transportation used and the practical operation of the business.

26 242. Despite complaints to UBER of sexual assaults committed by UBER drivers and  
27 lawsuits against UBER for sexual assault, UBER has failed to implement safety precautions that  
28 would adequately address its sexual assault problem.



243. UBER does not provide a consistent and reliable way for passengers to report sexual abuse and rape.

244. UBER does not warn passengers of the dangers of riding with UBER and fails to warn passengers of past complaints regarding UBER drivers.

245. UBER does not have an effective program in place to deal with the sexual predator crisis posed by some of its drivers.

246. UBER knows its female passengers are in a uniquely vulnerable situation enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

247. UBER has not exercised reasonable care to protect its passengers from harassment, assault, and rape by UBER's drivers.

248. UBER has not exercised the utmost degree of care in order to protect its passengers from the danger posed by sexual predators who drive for UBER. If UBER had used the highest degree of care, UBER could have prevented or dramatically reduced the likelihood of the sexual assault of its passengers, including Plaintiffs.

249. UBER failed to safely transport Plaintiffs.

250. UBER failed to use the utmost care and vigilance to protect Plaintiffs from its own drivers who sexually assaulted, stalked, harassed, physically assaulted, raped, and/or otherwise attacked Plaintiffs while they were being transported by UBER.

251. UBER failed to take reasonable precautions to protect its vulnerable female passengers, including Plaintiffs, from the foreseeable and known risk of sexual assaults, harassment, kidnapping, physical assaults, rapes and/or other attacks by its drivers which humiliated, degraded violated, and robbed Plaintiffs of their dignity and personal safety. The assaults on Plaintiff caused them to suffer both psychological and physical harm from which they may never fully recover. If UBER had used the highest degree of care, UBER could have prevented or reduced the likelihood of the sexual assault of its passengers, including Plaintiffs.

252. As a legal and direct result of the aforementioned conduct and omissions of UBER, Plaintiffs were sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by an UBER driver, which humiliated, degraded, violated, and robbed

1 Plaintiffs of their dignity and personal safety. The attacks on Plaintiff caused them to suffer both  
2 psychological and physical harm from which they may never fully recover.

3 253. As a direct and legal result of UBER's negligence as a common carrier, Plaintiffs  
4 have suffered damages, both economic and general, non-economic damages according to proof.

5  
6 **COUNT THREE – NEGLIGENCE BY MISFEASANCE**

7 254. The preceding and following paragraphs of this Complaint are incorporated by  
8 reference.

9 255. As a common carrier, UBER owed Plaintiffs, as UBER passengers, a heightened  
10 duty of care to ensure their safety.

11 256. UBER breached this duty by creating risks for Plaintiffs through its business  
12 practices. UBER's policies of prioritizing profits over safety while advertising its commitment to  
13 safety worsened the position of Plaintiffs as female commuters. By advertising and marketing itself  
14 as a safe alternative to driving and encouraging women to take UBER rides, while knowing the  
15 widespread issue of sexual misconduct and assaults by UBER drivers, UBER placed Plaintiffs in  
16 foreseeable risk, created by UBER's own policies and business model.

17 257. UBER's breach of its duty was a substantial factor in causing Plaintiffs' injuries.  
18 As a direct and proximate result of the negligence, carelessness, recklessness, and unlawfulness of  
19 UBER, Plaintiffs sustained pain and suffering, physical personal injuries, serious emotional  
20 distress, mental anguish, embarrassment, and humiliation.

21 258. Accordingly, Plaintiffs are entitled to recovery against Defendants in an amount to  
22 be determined at trial.

23 **COUNT FOUR – NEGLIGENCE BY NONFEASANCE**

24 259. The preceding and following paragraphs of this Complaint are incorporated by  
25 reference.

26 260. As a common carrier, UBER owed Plaintiffs, as UBER passengers, a heightened  
27 duty of care to ensure its passengers' safety.

261. UBER breached this duty by failing to take steps that could have prevented the harm caused to Plaintiffs. By failing to institute policies and procedures to vet drivers, by failing to protect passengers from sexual assault, by failing to respond to sexual-assault victims' injuries and concerns, and by failing to institute true change in its corporate philosophy by matching passenger safety with its advertising, UBER failed to provide Plaintiffs the care owed to them. UBER put Plaintiffs in the foreseeable danger posed by its business model, through which drivers repeatedly prey on riders. UBER also failed to deliver Plaintiffs from this foreseeable danger.

262. As a direct and proximate result of the negligence, carelessness, recklessness, and unlawfulness of UBER, Plaintiffs sustained pain and suffering, serious emotional distress, mental anguish, embarrassment, and humiliation.

263. Accordingly, Plaintiffs are entitled to recovery against Defendants in an amount to be determined at trial.

## **VI. PUNITIVE DAMAGES**

264. Plaintiffs hereby incorporate by reference the preceding causes of action and factual allegations.

265. 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 sexually assaulting female passengers. Since 2014, UBER has received frequent passenger complaints about driver sexual misconduct, including sexual assault and rape, it has been notified of police investigations of the criminal sexual conduct of drivers acting within their capacity as UBER drivers, and it has been the subject of numerous civil suits alleging the sexual harassment and sexual assault of UBER's passengers by UBER's drivers.

266. Nevertheless, even though UBER was fully aware of its sexual predator problem it failed to take safety precautions to protect its passengers, including Plaintiffs and those similarly situated.

267. Even after UBER was aware some UBER drivers were using driving for UBER as an opportunity to get unsuspecting women into their vehicle and to sexually assault them, UBER

1 and its executing officers made the conscious decision not to implement more thoroughly vet its  
2 drivers before and after hiring them.

3       268. The decision not to implement more thorough and persistent background checks  
4 was driven by UBER Executives' desire for rapid expansion and increased profits, because the  
5 more drivers driving for UBER, the more money there was to be made.

6       269. Prioritizing profits over safety, UBER and its executive officers also made the  
7 conscious decision not to warn its customers/users of the risk of being sexually assaulted even after  
8 they were fully aware of this risk.

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

25       271. Prioritizing profits over passenger safety, UBER and its executive officers acted,  
26 and continues to act, recklessly and in knowing, conscious disregard of the safety of its passengers,  
27 including that of Plaintiffs, and the public.

28

272. As a legal result of the aforementioned negligent, reckless and grossly negligent conduct of UBER, Plaintiffs were sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by an UBER driver, which humiliated, degraded, violated, and robbed them of their dignity and personal safety.

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

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

275. As a result of UBER's misconduct as stated above, Plaintiffs pray for exemplary damages to punish UBER for its misconduct and to deter future misconduct.

## **VII. PRAYER FOR RELIEF**

For these reasons, Plaintiffs pray for judgment against Defendants UBER Technologies, Inc., Rasier, LLC, and Does 1-50 inclusive. They ask that this judgment be inclusive of all Defendants, and that they be held jointly and severally liable, as follows:

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

## **DEMANDS FOR TRIALS BY JURIES**

Plaintiffs hereby demand trials by juries as to all of their claims in these actions.

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Dated: September 15, 2023

Respectfully submitted,

**LEVIN SIMES LLP**



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