

1 Sarah R. London (CA Bar No. 267083)  
2 LIEFF CABRASER HEIMANN & BERNSTEIN  
3 275 Battery Street, 29th Floor  
4 San Francisco, CA 94111  
5 Telephone: (415) 956-1000  
6 Facsimile: (415) 956-1008

7 Attorneys for Plaintiff M.F.A.

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**

10  
11 M.F.A.,

12 Plaintiff,

13 v.

14 Uber Technologies Inc.,  
15 Raiser, LLC, and Does 1 through 50  
16 Inclusive,

17 Defendants.

CASE NO. 2:23-cv-08115

**COMPLAINT (JURY TRIAL  
DEMANDED)**

18  
19 Plaintiff M.F.A. by and through her undersigned counsel, makes the following  
20 Complaint against Defendants Uber Technologies, Inc., a Delaware corporation  
21 (individually “Uber”), Raiser Inc., LLC, a Delaware limited liability company  
22 (individually, “Raiser”), and Does 1–50, inclusive (collectively “Uber” or  
23 “Defendants”).  
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1 **NATURE OF THE ACTION**

2 1. Plaintiff was sexually assaulted, battered, harassed, and/or otherwise  
3 attacked by an Uber driver with whom she had been paired through the Uber app.  
4 This case is about the attack as well as the toxic and/or toxic-male culture at Uber  
5 that caused and/or contributed to this attack. This culture, which started at the very  
6 top of Uber, prioritized growth above all else and in the process, exploited,  
7 endangered, and hurt Uber’s customers, including Plaintiff. This culture was put in  
8 place by Uber’s officers and directors, including Travis Kalanick, with conscious  
9 disregard for the rights and safety of Uber passengers, particularly female Uber  
10 passengers.  
11

12 2. Uber is a transportation network company headquartered in San  
13 Francisco, California that, beginning in 2009, created an app-based transportation  
14 system that has been implemented around the world, including across the entire  
15 United States and in this State.  
16

17 3. As early as 2014 Uber became aware that Uber drivers were  
18 physically and/or sexually assaulting and raping passengers, especially female  
19 passengers. In the nine years since, those driving for Uber have continued to  
20 sexually assault, harass, kidnap, physically assault, rape, and/or otherwise attack  
21 Uber’s passengers. Complaints to Uber by passengers who had been attacked by  
22 Uber drivers, combined with subsequent criminal investigations by law  
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1 enforcement, clearly establish that Uber has been fully aware of these continuing  
2 attacks by sexual predators driving for Uber. Uber’s response to these ongoing  
3 sexual assaults by Uber drivers has been slow and inadequate and has put the lives  
4 and well-being of its customers at grave risk.  
5

6  
7 4. While Uber has, in recent years, publicly acknowledged this sexual-  
8 assault crisis—including the publication of Uber’s U.S. Safety Report, in  
9 December 2019—Uber has failed to implement basic safety measures necessary to  
10 prevent these serious physical and/or sexual assaults, which continue to occur to  
11 this day.  
12

13 5. As more fully set forth below, Plaintiff was sexually assaulted,  
14 battered, harassed, and/or attacked by the Uber driver Plaintiff was led to believe  
15 would give Plaintiff a safe ride to her destination.  
16

17 6. The Uber ride at issue was ordered by or for Plaintiff through the ride-  
18 sharing software application owned and controlled by Uber (“the Uber App”).  
19

20 7. At all relevant times Defendants Uber and Raiser operated and  
21 controlled the Uber App.  
22

23 8. The Uber driver, while in the course and scope of his employment for  
24 Uber and while otherwise working on behalf of Uber, assaulted, battered, harassed,  
25 and/or attacked Plaintiff as more fully set forth below.  
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1 Plaintiff. Plaintiff is informed and believe, and thereon allege, that each of the  
2 Defendants designated herein as a Doe was, and is, negligent, or in some other  
3 actionable manner, responsible for the events and happenings hereinafter referred  
4 to, and thereby negligently, or in some other actionable manner, legally caused the  
5 hereinafter described injuries and damages to Plaintiff. Plaintiff will hereafter seek  
6 leave of the Court to amend this Complaint to show the Defendants' true names  
7 and capacities after the same have been ascertained.  
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10  
11 15. Plaintiff is informed and believes, and on that basis alleges, that at all  
12 relevant times, each Defendant was the agent, servant, licensee, employee,  
13 assistant, consultant, or alter ego, of each other Defendant, and was at all relevant  
14 times acting within the course and scope of said relationship when Plaintiff was  
15 injured.  
16

17  
18 16. Plaintiff is informed and believes that each Defendant, when acting as  
19 a principal, was negligent in the selection, hiring, supervision, or retention of each  
20 other Defendant as an agent, servant, employee, assistant, or consultant.  
21

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23 17. Plaintiff is further informed and believes, that at all relevant times,  
24 each Defendant, through its officers, directors, supervisors and managing agents,  
25 and each individual Defendant, had advance knowledge of the wrongful conduct,  
26 psychological profile, and behavior propensity of said agents, servants, licensees,  
27 employees, assistants, consultants, and alter egos, and allowed said wrongful  
28

1 conduct to occur and continue to occur, thus ratifying said wrongful conduct, and,  
2 after becoming aware of their wrongful conduct, each Defendant by and through its  
3 officers, directors, supervisors, and managing agents, and each individual  
4 Defendant, authorized and ratified the wrongful conduct that injured Plaintiff.  
5

6  
7 18. Defendants are liable for the acts of each other through principles of  
8 *respondeat superior*, agency, ostensible agency, partnership, alter-ego, and other  
9 forms of vicarious liability.  
10

11 19. The Uber driver who perpetrated the assault described herein (“Uber  
12 driver”) was an agent, servant, and employee of Uber.  
13

14 20. This Complaint refers to Defendant Uber Technologies, Inc.,  
15 Defendant Raiser, LLC, and Does 1 through 50, inclusive, as Defendants.  
16

### 17 **JURISDICTION AND VENUE**

18 21. The Court has subject matter jurisdiction 28 U.S.C. § 1331 because  
19 Plaintiff alleges claims arising under the laws of the United States, including the  
20 Interstate Commerce Act.  
21

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

### *The Uber App*

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4 23. Uber is a transportation network company in the business of providing  
5 ground transportation to its customers through an online mobile-enabled  
6 application (hereinafter the “Uber app”).<sup>1</sup> The Uber app connects persons seeking  
7 to procure transportation (hereinafter “customers,” “passengers,” “riders,” and/or  
8 “users”) with persons who use their personal vehicles to provide transportation in  
9 exchange for compensation (hereinafter “drivers,” and/or “employees”). Users pay  
10 for transportation (or “rides”) through the Uber app. Drivers are compensated by  
11 Uber through the driver version of the Uber app. Both versions of the app connect  
12 to the same website, Uber.com, which is Defendant Uber’s website.  
13  
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16 24. Uber’s business model is dependent on having enough drivers  
17 available to keep up with customer demand. However, there is extremely high  
18 turnover amongst Uber drivers.<sup>2</sup>  
19

20 25. Consequently, Uber’s business model prioritizes hiring new drivers at  
21 a high rate and places a diminished focus on removing drivers who exhibit  
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24 <sup>1</sup> Two versions of the Uber app are available: one for riders and one for drivers. When logged into the customer version  
25 of the app, a person can request a ride. When logged into the driver version of the app, registered Uber drivers are  
26 notified of requested rides which they can then accept and receive compensation for providing, as described herein.  
Unless otherwise specified, references to the Uber app refer to the rider version of the app. No fee is charged to  
download or install either version of the Uber app.

27 <sup>2</sup> See James Doubek, *Uber, Lyft Drivers Earning a Median Profit of \$3.37 Per Hour, Study Says*, NPR (Mar. 2, 2018),  
28 <https://www.npr.org/sections/thetwo-way/2018/03/02/590168381/uber-lyft-drivers-earning-a-median-profit-of-3-37-per-hour-study-says>

1 behaviors that pose or signal risks to customers. In doing so, Defendant Uber  
2 compromises customer safety, including the safety of Plaintiff.  
3

4 26. When users arrange transportation with the Uber app, they input their  
5 destination and request a driver. The Uber app then matches the user with a nearby  
6 driver, using an algorithm. Uber drivers must be logged onto the Uber app and  
7 indicate their ability to provide rides to be matched with a rider. The algorithm  
8 does not merely match the closest driver with the closest user but can match  
9 multiple drivers to users at once with the purpose of promoting efficiency. When a  
10 driver is alerted to a request for a ride, they may then “accept” the ride by manually  
11 interfacing with the Uber app. Drivers are required to “accept” rides when they are  
12 logged into the Uber app; drivers who do not “accept” enough rides when logged  
13 into the Uber app risk discipline up to and including suspension or termination. In  
14 general, drivers have approximately fifteen seconds to “accept” rides to avoid the  
15 risk of discipline.  
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20 27. At the conclusion of the ride, both the customer and driver are  
21 prompted to rate each other on a five-star scale. If either the driver or customer  
22 gives each other a low- or one-star rating, they will not be matched by the Uber  
23 app’s algorithm for any future ride. As discussed below, Uber uses this rating and  
24 matching system to prevent drivers for whom complaints of inappropriate behavior  
25 (such as sexual harassment or assault) from being matched with the customer who  
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28



1 made the complaint in the future, but it does not prevent the driver from being  
2 matched with other customers. On information and belief, drivers whose star rating  
3 drops below a certain threshold set by Uber and varying from city to city based as  
4 determined by Uber, may be penalized through temporary suspensions, or  
5 occasionally, permanent termination from the app. On information and belief, Uber  
6 uses the threat of temporary suspensions or permanent bans to control and modify  
7 the behavior of those employed as drivers.  
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10  
11 ***Uber Controls Its Drivers and Their Work***

12 28. Uber drivers in general, and the Uber driver that sexually assaulted  
13 Plaintiff, have no control over the value of their services.  
14

15 29. Uber unilaterally sets the base fare, time fare, distance fare, wait-time  
16 fare, and all surge fares. Uber directly sets all prices.  
17

18 30. Uber had exclusive access to the customer list (riders), customer  
19 locations, and the customer's destination requests, none of which is withheld from  
20 all Uber Drivers.  
21

22 31. Uber assigns all drivers' work through its driver/rider matching  
23 algorithm, which over which Uber maintains complete control. The Uber driver  
24 cannot choose which rider to be matched with.  
25

26 32. Uber had exclusive control of the customer volume. Uber decided  
27 who, when, where, and how many ride requests to assign to the Uber Driver.  
28

1           33. To begin work, Uber Drivers log into the Driver App and then wait  
2  
3 for Uber to select a customer who required Uber’s services. Uber refers to this  
4 time that Uber Driver is activated but un-dispatched as “Period 1” time (or “P1”).

5           34. Uber uses real-time GPS monitoring to track Uber Driver at all times  
6  
7 while logged into the app, beginning with P1 time. Additionally, Uber’s patented  
8 technology allows Uber to monitor audio within the vehicle on a drive, the  
9 Driver’s speed, whether the Driver is arriving within Uber’s estimated time of  
10 arrival, whether the Driver is taking the Rider “off route,” and (amongst other  
11 things) whether the driver is operating his vehicle in an expected and acceptable  
12 way to Uber.  
13

14           35. During P1, Uber unilaterally decides when and where to send the  
15 Uber Driver trip assignments for customers requesting rides.  
16

17           36. Once Uber gives an Uber driver a trip assignment, the Uber driver has  
18 only 15 seconds during which to “accept” the assignment. However, the  
19 appearance of a “decision” by the Uber driver as to whether to “accept” a ride is  
20 only superficial. Uber controls the information provided to the Uber driver during  
21 the 15 seconds. It does not provide the driver the estimated fare, estimated  
22 distance, rider’s pickup location, or final destination (despite possessing all of the  
23 information) to allow the driver to make an economic assessment. Moreover, on  
24 information and belief, if an Uber driver fails to “accept” three rides in a row, Uber  
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1 disciplines the driver, including by suspending them from the system and limiting  
2 their ability to earn an income.  
3

4 37. Once the Uber Driver accepted a trip assignment, the Driver enters  
5 what Uber refers to as “Period 2” time (“P2”). This is the period in which the Uber  
6 Driver is dispatched but has not picked up the rider.  
7

8 38. During P2, Uber provides the Uber Driver with the rider’s pickup  
9 location, but it still does not provide the Uber Driver with the estimated fare or  
10 estimated trip time, distance, or destination.  
11

12 39. Upon arriving at the rider’s location, the Uber Driver remains in P2  
13 until the rider physically enters the vehicle. Once the rider enters, the Uber Driver  
14 must inform the Driver App to begin the trip. The time during which the Uber  
15 Driver is transporting the rider to their destination is referred to as “Period 3”  
16 (“P3”).  
17

18 40. Uber decides the amount of payment for the fare incurred during P3.  
19 Uber exclusively set the fare price and the Driver app provides no function that  
20 would allow the Uber Driver to adjust the fare.  
21

22 41. Uber monitors the Uber Driver use of the App, the rate of accepted  
23 assignments, and the rate at which he canceled assignments, which Uber can use to  
24 deactivate or suspend the Uber Driver.  
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1           42. Uber exclusively maintained the right to deactivate or suspend the  
2 Uber Driver from the Driver App based on Uber’s policies. Uber could therefore  
3 unilaterally terminate the Uber Driver without notice or explanation.  
4

5           43. Uber drivers, including the Uber driver in this case, are tracked at all  
6 times while logged on the app. Specifically, Uber tracks its drivers’ location(s),  
7 routes, speed, and acceleration. If an Uber driver deviates from Uber’s suggested  
8 route, Uber notifies the Uber driver that they are not following the suggested route.  
9

10           44. Uber processes all payments and distribution of payments to the Uber  
11 Driver.  
12

13           45. The Uber Driver’s work is integral to Uber’s business, as Uber cannot  
14 provide transportation services without drivers.  
15

16           46. Uber’s Policies and technology are constantly evaluating Uber Drivers  
17 behind the scenes. Uber maintains policies that analyze at multiple safety  
18 categories including claims of sexual misconduct, physical altercations, verbal  
19 altercations, inappropriate Rider contact, potential safety concerns, dangerous  
20 driving, and sexual assaults.  
21

22           47. Uber is aware when their Uber Drivers are acting inappropriately and  
23 are acting in a way that creates a potential safety concern.  
24

25           48. If an Uber Driver violates a safety category, Uber issues “strikes” to  
26 drivers, which amount to negative employment actions, that will result in the driver  
27  
28

1 being permanently removed from the Uber Driver App if too many strikes are  
2 issued. However, Uber does not inform the Driver or Riders if they have issued  
3 prior strikes to the Uber Driver.  
4

5 49. Uber is aware when an Uber Driver becomes a safety risk, but Uber  
6 continues to allow predatory Uber Drivers, like the one that attacked the Plaintiff,  
7 to maintain access to the Uber Driver Platform and injure Riders.  
8

9 50. Uber drivers are largely nonprofessional, untrained, and use their own  
10 vehicles. Uber employs and engages its drivers, including the driver who assaulted  
11 Plaintiff, in traditional at-will relationships, in which:  
12

- 13 a. Uber has discretion to fire its drivers for any reason and at any time;  
14 that is, Uber maintains the right to discharge its drivers at will, and  
15 without cause;  
16  
17 b. Drivers are not charged a fee by Uber to apply to become employees;  
18  
19 c. At all times relevant, there was no agreement between Uber and the  
20 driver designating the driver as an independent contractor;  
21  
22 d. Drivers are not charged a fee to download the app or to receive  
23 notifications from Uber that customers want rides;  
24  
25 e. Fare prices for rides are set exclusively by Uber;  
26  
27 f. Drivers have no input on fares charged to consumers;  
28  
g. Drivers are not permitted to negotiate with consumers on fares charged;

- 1 h. Drivers do not know what riders are charged for a given ride;
- 2
- 3 i. Uber can and does modify charges to consumers; for example, if Uber
- 4 determines that a driver has taken a circuitous route to a destination;
- 5
- 6 j. Uber takes a fee of every ride charged to a consumer;
- 7
- 8 k. Uber retains control over customer-contact information;
- 9
- 10 l. Uber controls its drivers' contacts with its consumer base and considers
- 11 its consumer list to be proprietary information.
- 12
- 13 m. In some instances, Uber controls the hours a driver works;
- 14
- 15 n. Drivers are not permitted to answer passenger inquiries about booking
- 16 future rides outside of the Uber App;
- 17
- 18 o. Driving for Uber is not a specialized skill;
- 19
- 20 p. Uber's business model depends on having a large pool of non-
- 21 professional drivers;
- 22
- 23 q. Drivers must abide by a list of regulations to drive for Uber;
- 24
- 25 r. Uber requires its drivers to pick up Uber customers on the correct side
- 26 of the street;
- 27
- 28 s. Uber forbids its drivers from talking on their cell phones while driving
- customers;
- t. Uber tracks drivers' speed and braking and sends drivers reports based
- on how many times the driver had to brake hard;

- 1 u. Uber drivers are not allowed to ask Uber customers for their contact  
2 information;  
3  
4 v. Drivers who reject ride requests risk discipline, including suspension or  
5 termination from the platform;  
6  
7 w. Consumers give feedback on rides they have taken and rate drivers on  
8 a scale from one star to five stars, which are used by Uber to discipline  
9 and terminate drivers; and  
10  
11 x. Such other acts of control that discovery will show.

12 *Uber's Sexual Assault Problem Started at the Top*

13 51. In 2010, one of Uber's founders, Travis Kalanick, became its second  
14 chief executive officer and—at one time—its largest shareholder. Uber drivers and  
15 Uber split the fare that Uber sets and charges riders for the riders' trips.  
16

17 52. In 2014, Uber started charging Uber passengers an extra \$1 fee for  
18 each trip. Uber called this a "Safe Rides Fee." When Uber announced the "Safe  
19 Rides Fee," it told the public that the "[f]ee supports our continued efforts to  
20 ensure the safest possible platform for Uber riders and drivers, including an  
21 industry-leading background check process, regular motor vehicle checks, driver  
22 safety education, development of safety features in the app, and insurance."<sup>3</sup>  
23  
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26  
27 <sup>3</sup> Uber, *What is the Safe Rides Fee*, (available at  
28 <https://web.archive.org/web/20148420053019/http://support.uber.com/hc/en-us/articles/201950566>) (last accessed July 31, 2023).

1           53. The “Safe Rides Fee” was not split with drivers.<sup>4</sup> It was pure revenue  
2 for Uber.  
3

4           54. Uber collected its “Safe Rides Fee” on hundreds of millions of rides  
5 and made hundreds of millions in revenue from the fee.<sup>5</sup> But it never earmarked  
6 the money for improving safety or spent it on safety.<sup>6</sup> Instead, it pocketed the  
7 money it told the world it was going to directly towards enhancing safety. As a  
8 former Uber employee said “[w]e boosted our margins saying our rides were  
9 safer.”<sup>7</sup> It “was obscene.”<sup>8</sup>  
10  
11

12           55. Rider safety was never Uber’s concern. Growth was. To increase  
13 growth, which required not only new riders but new drivers, Travis Kalanick and  
14 the executives at Uber made it as easy as possible for Uber drivers to sign up. They  
15 used a background-check system designed to get drivers approved as quickly and  
16 conveniently as possible.<sup>9</sup>  
17  
18

19           56. Uber uses third-party companies to perform its background checks,  
20 including but not limited to Hirease, Inc.<sup>10</sup> These third-party background check  
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23 <sup>4</sup> Mike Isaac, *SUPER PUMPED: THE BATTLE FOR UBER* (2019) at 136 (“The drivers, of course, got no share of the extra  
24 buck.”).

25 <sup>5</sup> *Id.*

26 <sup>6</sup> *Id.*

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

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

<sup>9</sup> *Id.* at 115 (“Uber made it as easy as possible for drivers to sign up.”).

<sup>10</sup> Mike Isaac, *Uber’s System for Screening Drivers Draws Scrutiny*, *NEW YORK TIMES* (Dec. 9, 2014) (available at <https://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-comes-under->



1 providers brag about their quick turnaround time for background checks; for  
2 example, Hirease claims it can vet drivers within 36 hours.<sup>11</sup> To have such a short  
3 turnaround, Uber eschewed industry standards used by other taxi companies and  
4 livery services. For example, it abandoned fingerprinting—which takes weeks—  
5 and running applicant drivers against private databases, such as FBI records.<sup>12</sup> On  
6 information and belief, the third-party background checks Uber obtained on its  
7 drivers utilized features that frequently resulted in incomplete and/or inadequate  
8 results, including reliance on name- or number-based background checks to verify  
9 that the person for whom the check was run was actually the driver, failure to  
10 check county-level data for all counties of residence, and failure to screen an  
11 applicant’s entire criminal history as opposed to a limited period (e.g., seven  
12 years). These shortcuts led to growth for Uber. But they put people, including  
13 Plaintiff, in danger. Indeed, Uber was so fixated on growth that it began mailing  
14 cell phones to applicant drivers, so they could begin driving, before Uber’s cursory  
15 and ineffective background check was even complete.<sup>13</sup>

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21 57. When Uber’s current Chief Executive Officer, Dara Khosrowshahi,  
22 assumed that role in August 2017, he continued the policy of hiring drivers without  
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25 [scrutiny.html?searchResultPosition=1](#)) (last accessed July 31, 2023); *see also* Checkr, *Use Cases: Gig Marketplace*,  
26 <https://checkr.com/use-cases/gig-marketplace> (last accessed July 31, 2023)

27 <sup>11</sup> *Id.*

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

<sup>13</sup> Isaac, *SUPER PUMPED*, at 218.

1 biometric fingerprinting to be run through the FBI database. This was an  
2 intentional and deliberate decision, evidenced by Uber’s active lobbying and  
3 resistance against municipalities or regulatory bodies implementing any kind of  
4 biometric fingerprinting requirement for drivers.<sup>14</sup> Uber’s decisions regarding  
5 background checks are demonstrative of its long-term and ongoing commitment to  
6 profits, growth, and efficiency at the expense of rider safety.  
7  
8

9         58. Travis Kalanick also made the decision not to interview drivers or  
10 train drivers to ensure Uber’s drivers understood their responsibilities and what  
11 was appropriate and inappropriate when interacting with passengers. Mr. Kalanick  
12 decided not to implement policies to protect passengers from sexual assault—  
13 policies such a zero-tolerance policy with respect to fraternizing or making sexual  
14 advances towards passengers, and most certainly with respect to engaging in  
15 sexual activity with or sexual touching of passengers.  
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19         59. Mr. Kalanick had actual knowledge that these decisions would put  
20 passengers in greater danger. As such, he acted with conscious disregard for the  
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24 <sup>14</sup> Ellen Huet, *Uber Publicly Resists Fingerprinting But Is Quietly Testing It On Some Drivers*, FORBES (Oct. 14, 2015)  
25 (available at <https://www.forbes.com/sites/ellenhuet/2015/10/14/uber-publicly-resists-fingerprinting-its-drivers-but-is-quietly-testing-it-live-scan/?sh=2bed4ac4c086>) (last accessed July 31, 2023). Curt Devine, et al., *Thousands of criminals were cleared to be Uber drivers. Here’s how rideshare companies fought stronger checks*, CNN (June 1, 2018) (available at <https://www.cnn.com/2018/06/01/us/felons-driving-for-uber-invs/index.html>) (last accessed July 31, 2023); Meir Rinde, *Philly parking czar wants to know who’s driving your Uber, says Pa. audit doesn’t go far enough*, WHYY PBS (Apr. 4, 2019) (available at <https://whyy.org/articles/philly-parking-czar-wants-to-know-whos-driving-your-uber-says-pa-audit-doesnt-go-far-enough/>) (last accessed July 31, 2023).  
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1 rights and safety of Uber’s passengers, especially female passengers, including  
2 Plaintiff.  
3

4 60. Uber, including at the direction and control of Travis Kalanick,  
5 intentionally performed the act of hiring its drivers without interviewing them,  
6 without fingerprinting them, without running them through the FBI databases, and  
7 using fast and shallow background checks. When he took these actions, he knew or  
8 should have known that it was highly probable that harm would result. This quick-  
9 and-dirty approach represented a deliberate choice to gamble with passenger  
10 safety.  
11

12  
13 61. Uber’s greed and complete disregard for rider safety or the rule of law  
14 is breathtaking. Uber’s policy is that it will not report any criminal activity it learns  
15 of to law-enforcement authorities.<sup>15</sup> That includes allegations of sexual assault.<sup>16</sup>  
16 Thus, Uber’s policy is that if it learns from an Uber rider, such as Plaintiff, that she  
17 was sexually assaulted, Uber will not report this sexual assault to law  
18 enforcement.<sup>17</sup> Uber is proud of this policy and feels “very strongly” that it is not  
19 Uber’s job to go to the to the police on behalf of customers when an Uber driver  
20 rapes an Uber passenger.<sup>18</sup>  
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25 <sup>15</sup> Greg Bensinger, *Uber Says Safety is its First Priority. Employees Aren’t so Sure*, WASHINGTON POST (Oct. 1, 2019)  
(available at <https://www.washingtonpost.com/podcasts/post-reports/uber-says-safety-is-its-first-priority-employees-arent-so-sure/>) (last accessed July 31, 2023).

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

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

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

1           62. Current CEO Mr. Khosrowshahi has supported this non-reporting  
2 policy. When he took the action of intentionally embracing this policy, he knew or  
3 should have known that it was highly probable that harm would result. After all,  
4 drivers will feel less constrained to commit sexual assault if they know it is less  
5 likely that law enforcement will be informed.  
6

7  
8           63. Uber’s greed, parochial focus on growth, and misogyny has had tragic  
9 consequences. In December 2014, a 26-year-old finance worker hailed an Uber to  
10 take her home from a work dinner near New Delhi, India.<sup>19</sup> When she fell asleep in  
11 the car, her Uber driver moved to the backseat and raped her.<sup>20</sup> The driver had been  
12 detained previously for rape.<sup>21</sup> The rape caused an international imbroglio and New  
13 Delhi temporarily banned Uber.<sup>22</sup> Uber dealt with the situation by attacking the  
14 victim.  
15

16  
17           64. Eric Alexander was president of Uber in the Asia–Pacific region; he  
18 was Uber’s “number three” and Kalanick’s fixer.<sup>23</sup> He managed to obtain the New  
19 Delhi rape victim’s medical records through a law firm.<sup>24</sup> The records contained  
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23 <sup>19</sup> Ellen Barry and Suhasini Raj, *Uber Banned in India’s Capital After Rape Accusation*, NEW YORK TIMES (Dec. 8, 2014) (available at [https://www.nytimes.com/2014/12/09/world/asia/new-delhi-bans-uber-after-driver-is-accused-of-rape.html?\\_r=0&module=inline](https://www.nytimes.com/2014/12/09/world/asia/new-delhi-bans-uber-after-driver-is-accused-of-rape.html?_r=0&module=inline)) (last accessed July 31, 2023); Isaac, SUPER PUMPED, at 149.

24 <sup>20</sup> Isaac, SUPER PUMPED, at 149.

25 <sup>21</sup> Barry and Raj, *Uber Banned in India’s Capital After Rape Accusation*.

26 <sup>22</sup> *Id.*

27 <sup>23</sup> Isaac, SUPER PUMPED, at 260.

28 <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) (available at <https://www.vox.com/2017/6/7/15754316/uber-executive-india-assault-rape-medical-records>) (last accessed July 31, 2023).

1 the medical examination that doctors performed within hours of her rape.<sup>25</sup>  
2 Alexander shared these records with Mr. Kalanick and Uber's number two at the  
3 time, Emil Michael.<sup>26</sup> Many other Uber executives either saw the records or  
4 learned of them.<sup>27</sup> Mr. Kalanick latched on to the fact that the victim's hymen was  
5 still intact.<sup>28</sup> (This despite two people pointing out to him that the victim could  
6 have been anally raped.<sup>29</sup>) He began cultivating and sharing a bizarre conspiracy  
7 that the woman was not raped; the whole incident was a plot against Uber by Olga,  
8 Uber's major ride-sharing competitor in India.<sup>30</sup> No matter that the Uber driver had  
9 a history of sexual assault and had confessed the assault to police.<sup>31</sup>

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13 65. Mr. Kalanick and Uber's leadership and board were the fountainhead  
14 of Uber's culture of reckless growth, misogyny, and lawlessness.<sup>32</sup> When Uber  
15 customers accused Uber drivers of sexual assault—something that happened with  
16 increasing frequency as Uber grew, given its lax supervision and shoddy  
17 background checks—Mr. Kalanick would pace around Uber headquarters, not  
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22 <sup>25</sup> Isaac, SUPER PUMPED, at 261.

23 <sup>26</sup> Swisher and Bhulyan, *A Top Uber Executive, Who Obtained the Medical Records of a Customer Who was a Rape Victim, Has Been Fired*.

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

25 <sup>28</sup> Isaac, SUPER PUMPED, at 261.

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

27 <sup>30</sup> *Id.* at 261; Swisher and Bhulyan, *A Top Uber Executive, Who Obtained the Medical Records of a Customer Who was a Rape Victim, Has Been Fired*.

28 <sup>31</sup> Barry and Raj, *Uber Banned in India's Capital After Rape Accusation*.

<sup>32</sup> Isaac, SUPER PUMPED, at 194 (“The tone of Uber's culture was being set from the top . . . The result was a workforce that largely reflected Kalanick.”).

1 wondering about how to improve rider safety but repeating the bromide, legally  
2 correct but a bromide nonetheless, “innocent until proven guilty.”<sup>33</sup> When law  
3 enforcement decided not to bring criminal charges against an Uber driver accused  
4 of sexual assault because it felt it did not have enough evidence for a criminal  
5 conviction, “a round of cheers would ring out across the fifth floor of Uber HQ.”<sup>34</sup>

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8 66. At a cocktail and dinner party with journalists in New York City, Mr.  
9 Michael attacked journalists who criticized Uber.<sup>35</sup> He was particularly angry with  
10 Sarah Lacy who had, in a recent story, accused Uber of “sexism and misogyny”  
11 and had said she was going to delete her Uber App because she feared for her  
12 safety because of Uber’s drivers.<sup>36</sup> Mr. Michael said that if any woman deleted her  
13 Uber App because of Ms. Lacy’s story and was sexually assaulted, Ms. Lacy  
14 “should be held personally responsible.”<sup>37</sup>

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17 67. The actions of Uber’s executives and board members demonstrate  
18 Uber’s contempt for women and myopic focus on profits. Uber only cares about  
19 growth. This culture permeates the entire company and endangers Uber’s female  
20 riders. Sarah Fowler wrote an explosive blog post, describing how pervasive this  
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24 <sup>33</sup> *Id.* at 167.

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

26 <sup>35</sup> Ben Smith, *Uber Executive Suggest Digging Up Dirt On Journalists*, BUZZFEED (Nov. 17, 2014) (available at  
<https://www.buzzfeednews.com/article/bensmith/uber-executive-suggests-digging-up-dirt-on-journalists>) (last  
27 accessed July 31, 2023).

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

<sup>37</sup> *Id.*; Isaac, *SUPER PUMPED*, at 129.

1 culture was at Uber.<sup>38</sup> Ms. Fowler was hired by Uber as a site-reliability engineer  
2 in 2016.<sup>39</sup> On her first day on the job, post-training, her manager sent her a  
3 message over the Uber chat system.<sup>40</sup> He said that he “was in an open relationship .  
4 . . . and his girlfriend was having an easy time finding new partners but he wasn’t.  
5 He was trying to stay out of trouble at work, he said, but he couldn’t help getting in  
6 trouble, because he was looking for women to have sex with.”<sup>41</sup> Ms. Fowler felt it  
7 “was clear that he was trying to get [her] to have sex with him, and it was so  
8 clearly out of line that [she] immediately took screenshots of [the] chat messages  
9 and reported him to” Human Resources.<sup>42</sup> Uber Human Resources and “upper  
10 management” told her that “even though this was clearly sexual harassment and he  
11 was propositioning [her], it was this man’s first offense, and that they wouldn’t feel  
12 comfortable giving him anything other than a warning and a stern talking-to.”<sup>43</sup>  
13 Upper management told her that her manager “was a high performer,” so “they  
14 wouldn’t feel comfortable punishing him for what was probably just an innocent  
15 mistake on his part.”<sup>44</sup> Upper management told Ms. Fowler that she had two

23 <sup>38</sup> Susan Fowler, *Reflecting on One Very, Very Strange Year at Uber*, SUSAN J. FOWLER, (Feb. 19, 2017) (available  
24 at <https://www.susanjowler.com/blog/2017/2/19/reflecting-on-one-very-strange-year-at-uber>) (last accessed July 31,  
2023).

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

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

27 <sup>41</sup> *Id.*

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

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

<sup>44</sup> *Id.*

1 choices, join a new Uber team, or stay on her team, under the manager who  
2 propositioned her, but she “would have to understand that [the manager] would  
3 most likely give [her] a poor performance review when review time came around,  
4 and there was nothing [Human Resources] could do about that.”<sup>45</sup> She was told that  
5 by Human Resources that if she chose to stick with the team she was on, that a  
6 poor review by her then manager wouldn’t be retaliation because she had “been  
7 given an option.”<sup>46</sup> Because working under a harassing manager was untenable to  
8 Ms. Fowler, she chose to switch teams.<sup>47</sup> She eventually learned, by talking to  
9 other women employees at Uber, that many of them had similar sexual-harassment  
10 stories and that the manager who sexually harassed her had sexually harassed  
11 others before he sexually harassed her.<sup>48</sup> That is, she learned that Human  
12 Resources and upper management had been mendacious with her. “Within a few  
13 months, [the harasser] was reported once again for inappropriate behavior, and  
14 those who reported him were told it was still his ‘first offense.’ The situation was  
15 escalated as far up the chain as it could be escalated, and still nothing was done” by  
16 Uber.<sup>49</sup>

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25 <sup>45</sup> *Id.*

26 <sup>46</sup> *Id.*

27 <sup>47</sup> *Id.*

28 <sup>48</sup> *Id.*

<sup>49</sup> *Id.*



1           68. With the bad press Uber was getting because of the sexual assaults,  
2 Mr. Michael’s comments, and the Sarah Fowler affair, Uber realized it needed to  
3 appear that it was making changes and trying to eradicate its toxic-male culture, so  
4 it held a company-wide meeting to announce changes. At the meeting, Uber  
5 announced that it was going to increase its diversity and sensitivity by adding a  
6 female board member. Board member David Bonderman chimed in that the  
7 addition of a woman to the board meant “it’s much likelier [there will] be more  
8 talking on the board.”<sup>50</sup>

9           69. Uber’s “culture was poisoned from the very top.”<sup>51</sup> Indeed, John  
10 William Gurley was a longtime board member of Uber and a close confidant of  
11 Mr. Kalanick. He sat on his hands and watched silently as Uber put in place a  
12 culture and policies that have hurt many innocent women, including Plaintiff.

13           70. In an attempt to buff its tarnished reputation, Uber also hired former  
14 Attorney General Eric Holder and his law firm, Covington & Burling LLP, to  
15 investigate Uber’s culture and work-place environment.<sup>52</sup>

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24 <sup>50</sup> Mike Isaac and Susan Chira, *David Bonderman Resigns From Uber Board After Sexist Remark*, NEW YORK TIMES (June 13, 2017) (available at <https://www.nytimes.com/2017/06/13/technology/uber-sexual-harassment-huffington-bonderman.html?hp=&action=click&pgtype=Homepage&clickSource=story-heading&module=inline&region=top-news&WT.nav=top-news>) (last accessed July 31, 2023); Isaac, SUPER PUMPED.

25 <sup>51</sup> Isaac, SUPER PUMPED, at 280.

26 <sup>52</sup> Covington & Burling, LLP, *Covington Recommendations* (available at <https://www.documentcloud.org/documents/3863793-Uber-Covington-Recommendations.html>) (last accessed July 31, 2023)

1           71. During his investigation, as detailed in the publicly released “Holder  
2 Report,” Attorney General Holder uncovered “a winding, repetitive list of  
3 infractions that had occurred across hundreds of global offices, including sexual  
4 assault and physical violence.”<sup>53</sup>

5  
6           72. As Uber’s sexual-assault and harassment problems publicly  
7 ballooned, it made pale and perfunctory attempts to act as though it is trying to  
8 confront them. In May 2018, Uber acknowledged the “deeply rooted problem” of  
9 sexual assault and proclaimed it was committed to solving the problem, stating that  
10 “we’re making some important changes today.”<sup>54</sup> Included in these “important  
11 changes” was Uber’s promise to publish a “safety transparency report that will  
12 include data on sexual assaults . . . that occur on the Uber platform.”<sup>55</sup> Uber  
13 explained its commitment to publishing such data because “transparency fosters  
14 accountability.” Uber further explained that “sexual predators often look for a dark  
15 corner” and announced to the world that “we [Uber] need to turn the lights on.”

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19           73. Despite these promises, Uber persisted in darkness and did not release  
20 any data on sexual assaults for another year and a half.  
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26 <sup>53</sup> Isaac, *SUPER PUMPED*, at 271.

27 <sup>54</sup> Troy West, *Turning the Lights On*, Uber Newsroom (May 15, 2018) (available at  
<https://www.uber.com/newsroom/turning-the-lights-on/>) (last accessed July 31, 2023).

28 <sup>55</sup> *Id.*

1           74. When Uber finally released a report in December 2019, it was forced  
2 to acknowledge that there were 5,981 sexual assaults in the United States during  
3 Uber trips recorded in 2017 and 2018.<sup>56</sup>

4           75. Uber did not release a second safety report for more than two years.

5           76. On December 2, 2021, the California Public Utilities Commission  
6 approved a settlement agreement with Uber on reporting of data on sexual  
7 harassment and assault in which Uber agreed to pay \$9 million and provide  
8 information on sexual assault and harassment to the CPUC on a going-forward  
9 basis.<sup>57</sup>

10           77. It was another six months after Uber agreed to provide these data to  
11 the CPUC before Uber publicly released another safety report per its commitment  
12 in May 2018. In July 2022, it released a report covering 2019 and 2020 (a year  
13 when its ridership was decimated by the pandemic) stating it received 3,824  
14 sexual-assault reports for that time period.<sup>58</sup>

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23 <sup>56</sup> Uber, US Safety Report 2017–18 (available at [https://www.uber-assets.com/image/upload/v1575580686/Documents/Safety/UberUSSafetyReport\\_201718\\_FullReport.pdf?uclid\\_id=f2f17920-a01a-4c4a-b1a2-abd1e253f24a](https://www.uber-assets.com/image/upload/v1575580686/Documents/Safety/UberUSSafetyReport_201718_FullReport.pdf?uclid_id=f2f17920-a01a-4c4a-b1a2-abd1e253f24a)) (last accessed July 31, 2023).

24 <sup>57</sup> CPUC Press Release (Dec. 2, 2021) (available at <https://www.cpuc.ca.gov/news-and-updates/all-news/cpuc-approves-9-million-settlement-with-uber>) (last accessed July 31, 2023); see also *Order Instituting Rulemaking on Regulations Relating to Passenger Carriers, Ridesharing, and New Online-Enabled Transportation Services* (available at <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M427/K636/427636880.PDF>) (last accessed July 31, 2023).

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27 <sup>58</sup> Uber, US Safety Report 2019–20 (available at [https://uber.app.box.com/s/vkx4zgwyy6sxx2t2618520xt35rix022h?uclid\\_id=f2f17920-a01a-4c4a-b1a2-abd1e253f24a](https://uber.app.box.com/s/vkx4zgwyy6sxx2t2618520xt35rix022h?uclid_id=f2f17920-a01a-4c4a-b1a2-abd1e253f24a)) (last accessed July 31, 2023).

1           78. Uber’s own data confirm that sexual assaults by Uber drivers continue  
2  
3 to occur at an unacceptable rate.

4           79. Uber has not released any sexual-assault data for 2021 or 2022.  
5  
6 Uber’s decision to withhold that data prevents Uber passengers and the public from  
7  
8 understanding the true rate at which such assaults continue to occur each day.

9           80. Uber became aware of its sexual-assault problem long before it  
10  
11 released the Holder report. Uber’s operations team “dealt with thousands of  
12  
13 misconduct cases every year, including instances of sexual assault.”<sup>59</sup>

14           81. Uber “had so lowered the bar to become a driver that people who  
15  
16 might have been prevented from driving in the official taxi industry could easily  
17  
18 join Uber.”<sup>60</sup>

19           82. As described earlier, these decisions to lower the bar were made by  
20  
21 Travis Kalanick and other officers, directors, and managing agents.

22           83. But it was not that Uber simply lowered the bar. It failed to take  
23  
24 adequate steps to make its rides safe; it failed to provide everything necessary for  
25  
26 safe transportation of its passengers. For example, Uber failed to install video  
27  
28 cameras in the cars. Such a step would have chilled the wantonness of potential  
29  
30 predators. It failed to provide an option in the Uber App that allowed female riders

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<sup>59</sup> Isaac, *SUPER PUMPED*, at 166.

<sup>60</sup> *Id.* at 177.

1 to select to be driven by female drivers. And it failed to adopt adequate training of  
2 its drivers on issues of sexual assault and sexual harassment. That is, it failed to  
3 provide adequately trained drivers. These policies to fail to make its rides safe  
4 were put in place by Mr. Kalanick and other officers, directors, and managing  
5 agents of Uber.  
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8 84. Mr. Kalanick's successor, Mr. Khosrowshahi, continued the policy of  
9 not requiring third-party-operated cameras in Uber vehicles.  
10

11 85. Mr. Kalanick, Mr. Khosrowshahi, and other officers, directors, and  
12 managing agents of Uber knew that if they put cameras in cars, fewer sexual  
13 assaults would occur during Uber rides. They knew that if they provided an option  
14 that would allow female passengers to choose to be driven by female drivers, fewer  
15 sexual assaults would occur during Uber rides. They knew that if they better  
16 trained their drivers in sexual-assault prevention, fewer sexual assaults would  
17 occur during Uber rides. They intentionally refused to put these safety policies in  
18 place with actual and constructive knowledge that declining to implement such  
19 policies made it highly probable that harm to female Uber passengers would result.  
20  
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23 86. Uber's response to the driver sexual assaults that were reported to the  
24 company also evidenced the conscious disregard of Uber executives, including Mr.  
25 Kalanick and Mr. Khosrowshahi. A 2019 Washington Post investigative piece  
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28

1 revealed Uber maintained a three-strikes policy for its drivers.<sup>61</sup> Investigators hired  
2 by Uber to investigate the more serious passenger complaints about drivers—such  
3 as drug use, physical violence, and sexual assault—reported: “A driver would only  
4 be deactivated under three circumstances: 1) if it was the second or third reported  
5 offense; 2) if there is corroborative evidence like video or a police report; 3) if the  
6 driver admits to the assault.”<sup>62</sup>

9           87. Even with a three-strikes policy, Uber executives would make  
10 exceptions to keep dangerous drivers on the road. “For instance, a New York-area  
11 driver allegedly made three separate sexual advances on riders, said an investigator  
12 assigned to the case. After an executive overruled the investigator, the driver was  
13 allowed to continue working until a fourth incident, when a rider claimed he raped  
14 her.”<sup>63</sup>

17           88. Uber alone decides which Drivers and Riders maintain access to its  
18 transportation platform. Uber collects safety data and information on its drivers  
19 and riders on every trip. Uber employs Support Staff at locations around the world  
20 who interact with Drivers and Riders. Many of these support staff employees are  
21 employed in the Philippines. Uber Support Staff employees record information  
22  
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26 <sup>61</sup> Greg Bensinger, *When rides go wrong: How Uber’s investigation unit works to limit the company’s liability*,  
WASHINGTON POST (Sept. 26, 2019) (available at <https://www.washingtonpost.com/technology/2019/09/25/ubers-investigations-unit-finds-what-went-wrong-rides-its-never-companys-fault/>) (last accessed July 31, 2023).

27 <sup>62</sup> *Id.*

28 <sup>63</sup> *Id.*

1 about Drivers and Riders into Uber's internal customer service relations platform.  
2 Neither Drivers nor Riders have access to the information in Uber's internal  
3 customer service relations platform.  
4

5 89. Any time a Driver or Rider sends a support message through the Uber  
6 App or calls Uber, they are routed to a support specialist and the communication is  
7 stored in Uber's internal customer relations platform. Uber uses the internal  
8 platform to track everything about the Drivers and Riders, including Driver and  
9 Rider Misconduct, investigations into misconduct, and final actions levied by Uber  
10 relating to misconduct while using the Uber Application.  
11

12 90. Uber's policies indicate that Uber tracks and investigates multiple  
13 types of Driver and Rider misconduct that occur when Drivers and Riders use  
14 Uber's transportation services. Uber sets thresholds of Driver Misconduct  
15 allowable to maintain access to the Driver Application and determines which forms  
16 of misconduct result in suspension from the Uber application and the potential  
17 lengths of suspensions. Uber's systematic investigations of multiple types of  
18 Driver misconduct put them on notice of a Driver's propensity to assault a rider  
19 long before any assaults occur.  
20

21 91. Uber needs Drivers to use the Uber Application or else the Uber App  
22 becomes unreliable. Due to this, Uber allows dangerous drivers to maintain access  
23 to the Driver App and creates a dangerous condition for Uber Riders.  
24  
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1           92. A Rider has no knowledge of an Uber Driver’s prior bad actions and  
2 has no control over which Driver they are paired with on any Ride. Uber alone  
3 controls the pairings of an Uber Driver to Rider on every ride. Prior to a Rider  
4 entering the Uber Driver’s car, a Rider is not informed that a Driver has prior  
5 misconduct or suspensions from use of the Uber Driver Application. Additionally,  
6 a Rider is not informed whether an Uber Driver has ever been the subject of a  
7 JIRA (negative employment action) that resulted in Uber levying a Strike against  
8 the Uber Driver.  
9

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12           93. In March of 2021, Uber and Lyft announced an “Industry Sharing  
13 Safety Program” whereby the companies would share information about Drivers  
14 misconduct that occur while a Driver is using the respective company’s platform.<sup>64</sup>  
15 Uber and Lyft utilize HireRight, LLC. to exchange information of Driver  
16 misconduct between each other. Uber does not inform Riders that it has received  
17 information through the safety sharing program about Driver misconduct occurring  
18 on other Transportation Applications.  
19

20  
21           94. As Uber became more popular, more people realized Uber had so  
22 lowered the bar that people with checkered backgrounds could drive for Uber.  
23 People also realized that Uber had not provided everything necessary for safe rides,  
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28 <sup>64</sup> Tony West, Uber Senior V.P. & Chief Legal Officer, *Sharing to Build a Safer Industry*, Uber Newsroom (March 12, 2021) (Available at <https://www.uber.com/newsroom/industry-sharing-safety/>) (Last accessed July 31, 2023)



1 that is, everything that might make it more difficult to get away with sexual  
2 assaults, like video cameras in cars. In addition, they recognized Uber was at the  
3 same time marketing itself to women as a safe mode of transportation, including  
4 after drinking. Because of these factors, Uber became a magnet for sexual  
5 predators—men who knew that driving for Uber meant they would get to drive  
6 intoxicated women late at night. These men started sexually assaulting women at  
7 alarming rates, as the Holder Report shows. And, as stated earlier, Uber and its  
8 officers, directors, and managing agents—including Mr. Kalanick—had actual  
9 knowledge that these sexual assaults were going on, on the platform and women  
10 were being hurt. But they did nothing. They failed to start screening drivers better  
11 and failed to place video cameras in cars. They intentionally refused to implement  
12 these safety measures despite actual knowledge of the problem, and these officers,  
13 directors, and managing agents—including Mr. Kalanick—had actual or  
14 constructive knowledge that refusing to do so meant there was a high probability  
15 that more female passengers would be harmed, which—foreseeably—is what  
16 happened to Plaintiff.

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23 ***Uber Misled Plaintiff and the Public into Believing It Provided Safe Rides and***  
24 ***that It Was Addressing Safety Issues, Including Sexual Assault, In Violation of***  
25 ***Statutory and Common Law Duties***

26 95. Uber is a transportation network company which connects its drivers  
27 to the public through the Uber App. Anyone from the public may download the  
28

1 Uber App for free. Using the app, a customer may request a ride from one of  
2 Uber’s drivers for a standardized charge unilaterally set by Uber. Uber directs its  
3 drivers to pick up the passengers and transport them to their destinations.  
4

5 96. Uber provides transportation through a digital application made  
6 available to the general public for the purpose of transporting its users—the  
7 passengers—from place to place for profit. Uber has widely offered its services to  
8 the general public and charges standard fees for its services through its application.  
9 Uber represents that it does not allow discrimination against passengers on the  
10 basis of race, color, national origin, religion, gender, gender identity, physical or  
11 mental disability, medical condition, marital status, age, or sexual orientation. Any  
12 member of the public can use Uber’s services for transportation.  
13  
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16 97. Uber employs and engages its drivers, including the driver who  
17 assaulted Plaintiff, in traditional at-will relationships.  
18

19 98. Uber actively markets itself as a safe company that provides safe  
20 rides. Both before 2014 and after, Uber actively and aggressively marketed the  
21 supposed safety of its transportation services. These efforts continue to this day,  
22 and include email messages sent to every Uber customer, including Plaintiff.  
23

24 99. Over the years, Uber has launched marketing campaigns specifically  
25 marketing its transportation services to, among others, young women too  
26 intoxicated to drive.  
27  
28

1           100. Uber represented to its customers, including Plaintiff, on its website  
2  
3 all of the following:

- 4           a. “How we help keep you safe—We’re committed to helping you  
5           get where you want to go with confidence, whether it’s building  
6           emergency features in the app or making it easy for you to  
7           check your ride.”  
8
- 9           b. “Ride with confidence—The Uber experience was built with  
10           safety in mind. Through incident prevention tools, insurance  
11           coverage, and technology that keeps you connected, we’re  
12           dedicated to helping you move safely and focus on what  
13           matters most.”  
14
- 15           c. “Ride with confidence—Designing a safer ride—driver  
16           screenings—All potential drivers in the US must complete a  
17           screening before becoming an Uber driver-partner, and current  
18           drivers continue to be vetted for criminal offenses.”  
19
- 20           d. “Ride with confidence—Designing a safer ride—On every trip,  
21           you can tap a button for safety tools and get help whenever you  
22           need it.”  
23
- 24           e. “Ride with confidence—Designing a safer ride—An inclusive  
25           community—Through our joint efforts with cities and safety  
26  
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1 experts and by working together, we're helping to create safe  
2 journeys for everyone.”

3  
4 f. “Our commitment to safety—You deserve to be able to move  
5 safely. To look forward to the opportunities ahead. To be  
6 connected to people and places that matter most. Which is why  
7 we're focused on your safety, from setting new standards to  
8 developing technology with the goal of reducing incidents.”

9  
10 g. “How safety is built into your experience—Safety features in  
11 the app—Tap a button for emergency assistance. Share your  
12 trip details with loved ones. Our technology helps put peace of  
13 mind at your fingertips.”

14  
15 h. “How safety is built into your experience—An inclusive  
16 community—Millions of riders and drivers share a set of  
17 Community Guidelines, holding each other accountable to do  
18 the right thing.”

19  
20 i. “How safety is built into your experience—Coverage on every  
21 trip—We've put insurance from leading companies in place for  
22 every ride.”

23  
24 j. “Building safer journeys for everyone—Rider safety—Uber  
25 driver-partners in the US go through a multi-point screening  
26  
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1 check for their driving and criminal history before they are  
2 authorized to take trips through the app. Every rider has access  
3 to safety features built into the app and a support team if you  
4 need them.”

5  
6 k. “The future of safety—More than 200 Uber employees, from  
7 researchers and scientists to designers and engineers, are  
8 focused on building technology that puts safety at the heart of  
9 your experience.”

10  
11  
12 l. “Safe rides around the clock—Affordable, reliable  
13 transportation can help make roads safer. Need a late-night ride  
14 and can’t drive yourself? Request a ride with Uber.”

15  
16 101. Uber actively and publicly markets its transportation services to be  
17 safe and reliable services.

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

21  
22 103. Uber has cultivated an image among its customers of safety and  
23 superiority to public transportation and traditional taxis. Because of aggressive  
24 marketing, most Uber customers are generally unaware of the real risks associated  
25 with Uber rides and continue to believe a ride with Uber is a safer and better  
26 alternative.  
27  
28

1           104. In 2016, Uber agreed to pay \$28.5 million to settle a class-action  
2 lawsuit over its fraudulent marketing of its security screening as “industry-  
3 leading.”  
4

5           105. Riders, including Plaintiff, reasonably rely on Uber’s representations  
6 and promises regarding safety and security measures. Riders, including Plaintiff,  
7 choose to ride with Uber as a result of this reliance.  
8

9           106. Uber markets its ride hailing service to female riders as a safer  
10 alternative to traditional taxis.  
11

12           107. On a “Women’s Safety” page on its website, Uber advertised that it  
13 was “driving change for women’s safety,” specifically representing that “[s]exual  
14 assault and gender-based violence don’t belong anywhere in our communities,  
15 which is why Uber is committed to help stop incidents before they happen” and  
16 touting its “safety features and education” and “transparency.”<sup>65</sup> Through such  
17 representations, Uber encourages women like Plaintiff to trust its services to secure  
18 safe transportation.  
19  
20

21           108. In 2015, Uber released a report with Mothers Against Drunk Driving  
22 “MADD” that states “The Uber App was created to ensure reliable access to safe  
23 rides.” The report states that with Uber, intoxicated persons can find “a safe,  
24  
25  
26

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27 <sup>65</sup> Uber, Women’s Safety (available at <https://www.uber.com/us/en/safety/womens-safety/>) (last accessed July 31,  
28 2023).

1 reliable ride home” that is “always within reach.”<sup>66</sup> The report further represents  
2 that “Uber is a better late[-]night option” and reports that “93% of people would  
3 recommend Uber to a friend if they have been drinking. Not only would people  
4 take Uber themselves—they would trust Uber to take their drunk friend home  
5 safely.”<sup>67</sup>  
6  
7

8 109. The safe image that Uber aggressively cultivates suggests to  
9 customers, including Plaintiff, that riding while intoxicated with Uber is safe. Uber  
10 does not inform riders, like Plaintiff, that hailing a ride after drinking puts riders in  
11 peril from the drivers themselves. By marketing heavily to young women who  
12 have been drinking, and promising safe rides, Uber puts riders in peril.  
13  
14

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

20 111. Unfortunately, an Uber driver sexually assaulting a passenger is not  
21 an isolated or rare occurrence. The safety report referenced above that Uber  
22 released in December 2019 showed there were thousands of sexual assaults during  
23  
24  
25

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26 <sup>66</sup> Uber and MADD Report, “More Options. Shifting Mindsets. Driving Better Choices” (Jan. 2015) (available at  
27 [http://newsroom.uber.com/wp-content/uploads/madd/uber\\_DUI\\_Report\\_WIP\\_12.12.pdf](http://newsroom.uber.com/wp-content/uploads/madd/uber_DUI_Report_WIP_12.12.pdf)) (last accessed July 31,  
28 2023).

<sup>67</sup> *Id.* at 2 and 3.

1 Uber rides in 2018 alone.<sup>68</sup> Tony West, Uber’s Chief Legal Officer, said in  
2 response to that report, the “numbers are jarring and hard to digest.”<sup>69</sup>  
3

4 112. Uber employs a vast network of drivers. But, at all relevant times,  
5 Uber provided its drivers with inadequate training regarding sexual assault, sexual  
6 relations, sexually inappropriate behavior, sensitivity, and customer relations.  
7

8 113. Uber has also provided inadequate background checks and screening  
9 of its drivers. Among other things, it does not fingerprint its drivers (unless forced  
10 to do so by state or local laws), it does not run the applicant drivers against all  
11 available public databases, and it does not do international background checks  
12 (despite its global presence).  
13

14 114. Uber lobbies state and local governments to limit what is required of  
15 Uber with respect to driver background checks. Uber also lobbies local  
16 government entities to continue allowing Uber to perform its own background  
17 checks of its driver applicants, rather than municipalities performing the more  
18 stringent and reliable screening they conduct for traditional taxi drivers.  
19

20 115. Uber has successfully persuaded lawmakers in several states to keep  
21 background-check requirements for its drivers limited.  
22  
23

24  
25  
26 <sup>68</sup> Kate Conger, *Uber says 3,045 sexual assaults were reported in U.S. rides last year*, NEW YORK TIMES (Dec. 5,  
27 2019) (available at [https://www.nytimes.com/2019/12/05/technology/uber-sexual-assaults-murders-deaths-  
28 safety.html](https://www.nytimes.com/2019/12/05/technology/uber-sexual-assaults-murders-deaths-safety.html)) (last accessed July 31, 2023).

<sup>69</sup> *Id.*



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

7  
8           117. Even where authorized to do so, Uber generally does not perform  
9 driver background checks and instead outsources the checks to a third-party vendor  
10 that often limits the extent of its background check and that does not verify the  
11 information provided by the applicant is accurate or complete. The turnaround time  
12 for an Uber background check is often under 36 hours. The application process to  
13 become an Uber driver is simple, fast, and designed to allow the company to hire  
14 as many drivers as possible while incurring minimal associated costs. Uber fought  
15 for and implemented a less robust hiring process knowing it would be at the  
16 expense of passenger safety.  
17  
18

19  
20           118. Although Uber claims its drivers are not employees, Uber engages its  
21 drivers as part of its business and the Uber drivers are charged with the  
22 responsibility of safely transporting Uber passengers to their destination.  
23

24                           ***Plaintiff Was Attacked by an Uber Driver***

25           119. On information and belief, the Uber driver that sexually harassed,  
26 assaulted, and/or attacked Plaintiff had a history of sexual assault, harassment,  
27  
28

1 and/or other misconduct including but not limited to criminal history and/or  
2 complaints or reports of such misconduct on the Uber app itself.  
3

4 120. On information and belief, Uber allowed that driver to become an  
5 Uber driver despite knowledge of this history and/or remain a driver despite this  
6 history of misconduct *or* because the inadequate third-party background check  
7 intentionally obtained by Uber did not include information on relevant history. In  
8 either scenario, Uber either knew or should have known of the Uber driver's  
9 propensity to engage in sexual harassment, battery, sexual assault, and/or to  
10 otherwise attack riders such as Plaintiff.  
11

12  
13 121. On information and belief, the Uber driver received low- or one-star  
14 ratings, or otherwise was the subject of complaints and/or reports from one or more  
15 passengers, and/or received one or more "strikes" from Uber during the course of  
16 his employment as a driver for Uber but his employment as an Uber driver was not  
17 terminated.  
18

19  
20 122. Specifically, on information and belief, the Uber driver received low-  
21 or one-star ratings or otherwise was the subject of complaints from one or more  
22 passengers, or received one or more "strikes" during the course of his employment  
23 as an Uber driver related to inappropriate, threatening, and, or sexual conduct or  
24 misconduct including but not limited to sexual comments, gestures, and/or  
25  
26  
27  
28

1 touching; sexual harassment; sexual assault; sexual battery; route deviations;  
2 and/or other misconduct or attacks.  
3

4 123. Uber knew or should have known of the Uber driver's propensity to  
5 engage in sexual harassment, battery, sexual assault, and/or to otherwise attack  
6 riders such as Plaintiff.  
7

8 124. Nonetheless, Uber continued to employ the Uber driver and to  
9 dispatch him as an Uber driver to pick up passengers, including Plaintiff.  
10

11 125. None of Uber's passengers, including Plaintiff, were notified in any  
12 way of the Uber driver's history prior to their rides.  
13

14 126. On or about June 28, 2023, Plaintiff used the Uber app to request a  
15 ride to two scheduled stops. During the course of the ride, the Uber driver began  
16 asking Plaintiff a series of questions of a sexual nature. The sexual questioning to  
17 which Plaintiff was subjected was both unsolicited and unwanted. Plaintiff exited  
18 the vehicle at the first of her two scheduled stops. Afterward, she told the driver  
19 she wished to cancel her remaining scheduled trip. However, the Uber driver told  
20 Plaintiff that he would give her a ride anyway.  
21

22 127. Plaintiff got back in the driver's vehicle, with the understanding that  
23 the driver would be continuing to act as an Uber driver, and that the ride was being  
24 provided through the Uber app.  
25  
26  
27  
28

1           128. Once Plaintiff had gotten back inside the Uber driver's vehicle,  
2  
3 however, he drove her down the wrong road and pulled over. The Uber driver then  
4 forced Plaintiff to perform oral sex on him.

5           129. Prior to being matched by the Uber app, Plaintiff had never met this  
6  
7 Uber driver. The sole reason Plaintiff and this Uber driver came in contact was the  
8 use of the Uber app for transportation services provided by the Uber driver as  
9 Uber's employee.

10           130. The sole reason Plaintiff got back in the Uber was because she  
11  
12 understood and believed that the ride he provided was an Uber ride through the  
13 Uber app.

14           131. The Uber driver sexually harassed, assaulted, battered, and/or  
15  
16 otherwise attacked Plaintiff. Plaintiff did not consent to Defendant's sexual  
17 harassment, sexual assault, battery, and attack.

18           132. Plaintiff found Defendant's sexual harassment, sexual assault, battery,  
19  
20 and attack harmful and offensive.

21           133. Uber had actual and constructive knowledge of the risk of sexual  
22  
23 assault by rideshare drivers generally and sexual assault by *its own* rideshare  
24 drivers against *its own* passengers, as demonstrated by its acknowledgement of  
25 thousands of *reported* sexual assaults annually involving the Uber app.

26  
27                           **CAUSES OF ACTION**  
28                           ***Count I: General Negligence***

1  
2 134. Plaintiff incorporates by reference the allegations in the preceding  
3 paragraphs.

4  
5 135. By providing transportation to the general public using its application  
6 and network of drivers, Uber owed a duty to act with due and reasonable care  
7 towards the public and in particular its own passengers, including Plaintiff.

8  
9 136. Uber has been on notice that its drivers have been sexually harassing,  
10 sexually assaulting, battering, and/or otherwise attacking its passengers since at  
11 least 2014. Uber was or should have been aware that some of its Uber drivers  
12 would continue to sexually harass, sexually assault, physically assault, kidnap,  
13 rape, batter, and/or otherwise attack their vulnerable customers and passengers.

14  
15 137. Since learning of the sexual assaults and other misconduct perpetrated  
16 by its drivers, Uber has not adapted or improved its safety procedures in any  
17 meaningful way.

18  
19 138. Uber does not require video monitoring of its drivers that cannot be  
20 turned off, nor does it provide emergency notification to Uber and the authorities  
21 when a driver drastically veers off course from the passenger's destination,  
22 abruptly cancels the ride, or ends the ride at the intended destination but GPS data  
23 indicates the passenger remains in the car for an extended period of time.

24  
25  
26 139. At all times relevant, Uber was well aware of the dangers its drivers  
27 posed, yet it still induced, and continues to induce, the public, including Plaintiff,  
28

1 to rely on Uber as a safe means of transportation. In doing so, Uber failed to warn  
2 passengers, including Plaintiff, of the possibility of being assaulted, battered,  
3 harassed, and/or otherwise attacked by an Uber driver.  
4

5 140. At the time Plaintiff was assaulted, Uber did not require sexual  
6 harassment/assault training for its drivers, nor did it have any policies in place for  
7 immediate termination if a driver engages in sexual misconduct.  
8

9 141. Uber does not cooperate with the police when a driver commits an  
10 illegal sexual attack on its passengers. Despite having the express right to disclose  
11 driver information at Uber's sole discretion, Uber requires that extensive standards  
12 be met before the company will even consider law enforcement requests for  
13 information. Even after a report of sexual assault has been made, Uber generally  
14 requires a subpoena before it will release information. Uber's policy of  
15 noncooperation discourages police agencies from making recommendations to  
16 local prosecutors to file complaints against Uber drivers and provides Uber's  
17 predatory drivers with tacit assurance that their illegal attacks will not be detected  
18 by law enforcement.  
19  
20  
21  
22

23 142. When hiring new drivers, Uber does not verify driver identities with  
24 biometric background checks. Uber does not correct for false negatives created by  
25 its name-based screening procedures. Uber does not provide industry-standard  
26 background checks that would provide the most comprehensive means of  
27  
28

1 screening applicant drivers. Uber does not invest in continuous monitoring of its  
2 drivers and is not immediately alerted when one of its drivers is implicated in  
3 criminal acts.  
4

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

9 144. On information and belief, despite receiving one or more complaints  
10 and or reports from passengers and/or strikes from Uber itself involving the Uber  
11 driver, Uber continued to allow them access to the Uber app. Uber knew or should  
12 have known that that Uber driver was dangerous and created a dangerous condition  
13 for passengers matched with that driver, but nonetheless matched Plaintiff with  
14 that Uber driver.  
15  
16

17 145. Uber's acts and omissions as alleged herein constitute a breach of its  
18 duty of reasonable care to Plaintiff.  
19

20 146. Uber's acts and omissions as alleged herein constitute negligent,  
21 careless, and reckless conduct which resulted in serious injury to Plaintiff.  
22

23 147. As a direct and proximate result of Uber's acts and omissions as  
24 alleged herein, Plaintiff was sexually harassed, assaulted, battered, and/or  
25 otherwise attacked by an Uber driver which humiliated, degraded, violated, and  
26  
27  
28

1 robbed Plaintiff of her dignity and personal safety causing her to suffer physical  
2 and psychological harm from which Plaintiff may never fully recover.  
3

4 148. As a direct and proximate result of Uber's general negligence,  
5 Plaintiff suffered both economic and non-economic damages.  
6

7 149. Plaintiff will seek actual and punitive damages based on Defendants'  
8 above-described actions, which evidence wanton and reckless disregard for the  
9 safety of passengers like Plaintiff.  
10

11 ***Count II: Negligent Hiring, Retention, and Supervision***

12 150. Plaintiff incorporates by reference the allegations in the preceding  
13 paragraphs.  
14

15 151. Uber hired the Uber driver who sexually harassed, assaulted, battered,  
16 and/or otherwise attacked Plaintiff as described above.  
17

18 152. Uber failed to conduct an adequate background check, interview,  
19 check the references of, provide training to, or advise the Uber driver of any anti-  
20 sexual assault or harassment policies. Uber had no reasonable basis for believing  
21 Uber drivers in general were fit to drive its passengers, which included vulnerable  
22 or intoxicated women, around, particularly at night, and failed to use reasonable  
23 care in determining whether the driver in question was fit for the task. Uber should  
24 have known of the unfitness of the Uber driver involved in the assault on Plaintiff  
25 but failed to use reasonable care to discover his unfitness and incompetence.  
26  
27  
28



1           153. Additionally, Uber maintains overwhelming data and information  
2 about the Uber Driver’s performance and actions while driving for Uber. Despite  
3 being aware that the Uber Driver was a safety risk to Plaintiff, Uber allowed him to  
4 continue driving for and earning money for Uber and specifically, matched him  
5 with Plaintiff on the Uber app, providing the Uber driver with an opportunity to  
6 sexually harass, assault, batter, and/or otherwise attack Plaintiff—which the Uber  
7 driver then did.  
8  
9

10           154. Despite failing to reasonably endeavor to investigate the  
11 incompetence of Uber drivers, including the one who harmed Plaintiff, for  
12 transporting passengers, including vulnerable and/or intoxicated women, in a  
13 moving vehicle, Uber hired said driver to do exactly that.  
14  
15

16           155. Uber knew or should have known that assigning the task of  
17 transporting vulnerable passengers to an inadequately screened, trained, and/or  
18 monitored driver created an unreasonable risk of harm to Uber’s passengers,  
19 including Plaintiff, particularly when Uber had been on notice of the string of  
20 sexual assaults committed by Uber’s drivers.  
21  
22

23           156. Uber failed to employ measures to adequately supervise its drivers.

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

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

5           159. The Uber driver who assaulted Plaintiff was, and/or became, unfit to  
6 perform the work for which he was hired as he improperly and illegally took  
7 advantage of Plaintiff when Plaintiff attempted to use the service for a safe ride to  
8 Plaintiff's destination, which caused Plaintiff psychological and/or physical harm.  
9

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

15           161. Uber's negligence in hiring, retaining, and or supervising Uber  
16 drivers, including the driver who harmed Plaintiff, caused Plaintiff to be assaulted,  
17 battered, harassed, and/or otherwise attacked by the Uber driver, which humiliated,  
18 degraded, violated, and robbed Plaintiff of Plaintiff's dignity and personal safety.  
19 The depraved attack on Plaintiff caused Plaintiff to suffer physical and/or  
20 psychological harm from which Plaintiff may never fully recover.  
21

22           162. As a direct and proximate result of Defendants' negligent supervision,  
23 hiring, and retention of Uber drivers, including the driver who harmed Plaintiff,  
24 Plaintiff suffered economic and non-economic damages.  
25  
26  
27  
28

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

5 ***Count III: Failure to Warn***  
6

7 164. Plaintiff incorporates by reference the allegations in the preceding  
8 paragraphs.  
9

10 165. Uber's conduct created a risk of physical or emotional harm to its  
11 passengers, including Plaintiff.  
12

13 166. In operating its business, Uber knew and had reason to know that its  
14 passengers were at risk of sexual assault and abuse by Uber's drivers since at least  
15 2014. Since then, Uber has received frequent passenger complaints about driver  
16 misbehavior and misconduct, has been notified of police investigations of drivers'  
17 criminal conduct while acting in their capacity as Uber drivers, and has been the  
18 subject of numerous civil suits alleging the sexual harassment and assault of  
19 Uber's passengers by Uber's drivers. Even so, Uber itself acknowledges that  
20 sexual misconduct is underreported such that reports it *does* receive are an  
21 undercount of the total number of sexual assaults and other forms of sexual  
22 misconduct occurring on its platform.<sup>70</sup>  
23  
24  
25  
26

27 <sup>70</sup> Second Uber US Safety Report, at 62 (June 30, 2022), <https://www.uber.com/us/en/about/reports/us-safety-report/>  
28 (last visited July 31, 2023).

1           167. Despite the knowledge of the danger its enterprise created, Uber  
2 prioritized profits over passenger safety and did not alert its passengers, including  
3 Plaintiff, to the risk of physical and/or sexual assault by Uber drivers. In fact, Uber  
4 continued to market itself as a service that provides “safe” rides, even to  
5 unaccompanied and/or intoxicated passengers, knowing sufficient measures had  
6 not been employed to keep passengers safe from being physically and/or sexually  
7 assaulted.  
8

9  
10           168. Uber itself represented to its passengers that riding with Uber is safe,  
11 implying it is free of risk from physical and/or sexual assault.  
12

13           169. Uber did not warn that its criminal background checks of Uber drivers  
14 were limited, nor did it warn that it sometimes allows drivers to continue driving  
15 for Uber even after a passenger reports to Uber that they were physically and/or  
16 sexually assaulted or harassed.  
17

18           170. Uber had reason to know that passengers would be unaware of the risk  
19 of physical and/or sexual assault by Uber drivers.  
20

21           171. A warning to its passengers that they were at risk of physical and/or  
22 sexual assault by Uber drivers would have reduced the risk of harm to passengers,  
23 including Plaintiff, who could have arranged for alternative transportation or taken  
24 additional safety precautions and avoided the assaults they suffered at the hands of  
25 Uber drivers.  
26  
27  
28

1 172. Plaintiff would not have ridden alone in an Uber had Uber provided  
2 an adequate warning regarding the risk of being assaulted, battered, harassed,  
3 and/or otherwise attacked by an Uber driver.  
4

5 173. As a legal and proximate result of Uber's actions and omissions,  
6 Plaintiff was assaulted, harassed, and/or otherwise attacked by the Uber driver,  
7 which humiliated, degraded, violated, and robbed Plaintiff of Plaintiff's dignity  
8 and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer  
9 physical and/or psychological harm from which Plaintiff may never fully recover.  
10  
11

12 174. As a direct and proximate result of Defendants' negligent failure to  
13 warn, Plaintiff suffered economic and non-economic damages.  
14

15 175. Plaintiff will seek actual and punitive damages based on Defendants'  
16 above-described actions, which evidence wanton and reckless disregard for the  
17 safety of passengers like Plaintiff.  
18

19 ***Count IV: Intentional Misrepresentation***

20 176. Plaintiff incorporates by reference the allegations in the preceding  
21 paragraphs.  
22

23 177. At the time Plaintiff was assaulted, battered, harassed, and/or  
24 otherwise attacked, Plaintiff had downloaded the Uber App and had an account  
25 with Uber.  
26  
27  
28

1           178. Uber represented to Plaintiff and the general public that safety was  
2 Uber's top priority, and it was Uber's goal to make every ride safe, comfortable,  
3 and reliable. At the same time, Uber already knew that a number of its drivers had  
4 preyed on vulnerable female passengers by sexually molesting, assaulting,  
5 harassing, and/or raping them.  
6

7  
8           179. Uber made intentional misrepresentations of fact to all users of the  
9 Uber App, including Plaintiff, that were known by Uber to be false including the  
10 false statements Uber made, stating it would provide Plaintiff with a safe ride to  
11 Plaintiff's destination.  
12

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

22  
23           181. Prioritizing profits over passenger safety, Uber made these intentional  
24 misrepresentations of material fact to induce women, including Plaintiff, to use  
25 Uber's services.  
26  
27  
28

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

6           183. Uber made these representations to induce women, like Plaintiff, to  
7  
8 use Uber's services and to derive profit from women like Plaintiff.

9           184. In ordering and entering an Uber vehicle, Plaintiff reasonably relied  
10  
11 on Uber's representations that it would get Plaintiff safely to Plaintiff's destination.

12           185. In trusting and relying on Uber's representations, Plaintiff was placed  
13  
14 in a uniquely vulnerable position that was taken advantage of by the Uber driver  
15 who assaulted, harassed, and/or otherwise attacked Plaintiff.

16           186. As a direct and proximate result of Uber's intentional  
17  
18 misrepresentations, Plaintiff was assaulted, battered, harassed, and/or otherwise  
19 attacked by the Uber driver, which humiliated, degraded, violated, and robbed  
20 Plaintiff of Plaintiff's dignity and personal safety. The depraved attack on Plaintiff  
21 caused Plaintiff to suffer physical and/or psychological harm from which Plaintiff  
22 may never fully recover.

23  
24           187. As a direct and proximate result of Uber's intentional  
25  
26 misrepresentations, Plaintiff suffered economic and non-economic damages.

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

5                                   ***Count V: Negligent Misrepresentation***  
6

7           189. Plaintiff incorporates by reference the allegations in the preceding  
8 paragraphs.  
9

10           190. Uber represented to Plaintiff and the general public that safety is  
11 Uber's top priority, and that it is Uber's goal to make every ride safe, comfortable,  
12 and reliable. At the time of the assault alleged, Uber knew that a number of its  
13 drivers had previously preyed on vulnerable female passengers by sexually  
14 molesting, assaulting, harassing, and/or raping them.  
15

16           191. Uber continued to represent that its services were safe to further  
17 Uber's own pecuniary interests.  
18

19           192. In choosing to represent to its customers/users that its services were  
20 safe, Uber had a duty to provide correct and accurate information about the actual  
21 safety of its services.  
22

23           193. Uber knew or should have known that it could not provide the safe  
24 ride that it represented it could.  
25

26           194. Knowing of the incidence of sexual assault of its passengers by its  
27 drivers and knowing that Uber had not implemented adequate precautions, Uber  
28



1 had no reasonable grounds for believing that it could provide Plaintiff and other  
2 passengers a safe ride as represented.  
3

4 195. In getting into the Uber, Plaintiff reasonably relied on Uber's  
5 representations that it would get Plaintiff safely to Plaintiff's intended destination.  
6

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

12 197. As a direct and proximate result of Uber's conduct, Plaintiff was  
13 assaulted, harassed, battered, and/or otherwise attacked by the Uber driver, which  
14 humiliated, degraded, violated, and robbed Plaintiff of Plaintiff's dignity and  
15 personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer physical  
16 and/or psychological harm from which Plaintiff may never fully recover.  
17

18 198. As a direct and proximate result of Uber's negligent  
19 misrepresentations, Plaintiff suffered economic and non-economic damages.  
20

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

25 ***Count VI: Negligent Infliction of Emotional Distress***  
26  
27  
28

1           200. Plaintiff incorporates by reference the allegations in the preceding  
2 paragraphs.  
3

4           201. Since at least 2014, Uber has received frequent passenger complaints  
5 about driver misconduct, has been notified of police investigations of the criminal  
6 conduct of drivers acting within their capacity as Uber drivers, and has been the  
7 subject of numerous civil suits alleging the sexual harassment and assault of  
8 Uber's passengers by Uber's drivers.  
9

10           202. Uber made a conscious decision not to implement procedures that  
11 would effectively screen its drivers and monitor its drivers to identify and  
12 terminate drivers who were sexual predators.  
13

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

23           204. Additional safety precautions that Uber chose not to make include but  
24 are not limited to: ongoing monitoring of Uber drivers through available  
25 technology including cameras and GPS; a zero-tolerance policy for drivers who  
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1 deviate from expected behavior by leaving the vehicle with passengers, or by  
2 deviating substantially from the assigned route; a zero-tolerance program for  
3 sexual assault and guidelines mandating immediate termination; creating and  
4 instituting a system encouraging customer reporting; and adequate monitoring of  
5 customer complaints by well-trained and effective customer-service  
6 representatives. Uber chose not to implement such precautions, nor did it warn  
7 passengers of the risk of being physically and/or sexually assaulted given that these  
8 safety precautions had not been implemented.

9  
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11  
12 205. In failing to take these and other safety precautions designed to  
13 protect passengers from sexual predators driving for Uber, Uber breached its duty  
14 of reasonable care, negligently inflicting emotional harm upon Plaintiff, and acted  
15 recklessly and in conscious disregard of her safety.

16  
17  
18 206. As a direct and proximate result of Uber's negligent infliction of  
19 emotional distress, Plaintiff suffered economic and non-economic damages.

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

24 ***Count VII: Vicarious Liability for Uber Driver's Torts***

25  
26 208. Plaintiff incorporates by reference the allegations in the preceding  
27 paragraphs.

1           209. Uber is vicariously liable for the torts of its driver through the theories  
2 of *respondeat superior*, non-delegable duties, agency, and ostensible agency.  
3  
4 Uber’s liability for the acts of its driver is not contingent upon the classification of  
5 its driver as an employee.  
6

7           210. Under the doctrine of *respondeat superior*, Uber is responsible for the  
8 torts of its employees committed within the course and scope of employment. Uber  
9 drivers are employees and agents of Uber. Uber reserves the right to control the  
10 activities of Uber drivers, as set forth above, including but not limited to by  
11 controlling the prices charged to customers, contact with the customer base, and  
12 the ability of drivers to see where they will be driving before beginning a ride.  
13  
14 Uber also reserves the right to terminate drivers with or without cause.  
15

16           211. The sexual harassment, assault, battery, and/or attack of Plaintiff  
17 perpetrated by the Uber driver occurred while the Uber driver was logged into the  
18 Uber app as a driver, during or immediately following a ride arranged using the  
19 Uber app and for which Uber had matched Plaintiff with the Uber driver. Uber  
20 driver’s employment with Uber allowed him to be alone with Plaintiff and exert  
21 control over Plaintiff. The source of the sexual harassment, assault, battery, and/or  
22 attack of Plaintiff was the Uber driver’s employment with Uber and specifically  
23 activities related to their duties as Uber’s employee, including but not limited to  
24 driving passengers.  
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1           212. The sexual assault Plaintiff experienced at the hands of an Uber driver  
2 was foreseeable, related to, connected to, and otherwise within the course and  
3 scope of their employment by Uber.  
4

5           213. The sexual harassment, assault, battery, and/or attack perpetrated  
6 against Plaintiff occurred within the work-related limits of time and place, that is,  
7 in the vehicle registered by the Uber driver with the Uber app and during or  
8 immediately following the ride for which the Uber app had matched Plaintiff and  
9 the Uber driver as passenger and driver.  
10

11           214. Uber is vicariously liable under the doctrine of *respondeat superior*  
12 for the sexual assault and battery perpetrated against Plaintiff and occurring in the  
13 course and scope of employment its Uber driver.  
14

15           215. Uber may maintain that its drivers are contractors and not employees.  
16 Nevertheless, whether Uber drivers are characterized as contractors, employees, or  
17 agents, Uber has a non-delegable duty to transport its passengers safely.  
18

19           216. The doctrine of non-delegable duty recognizes that for public-policy  
20 reasons, certain duties cannot be delegated to a third party. It operates to ensure  
21 that when a harm occurs the injured party will be compensated by the party whose  
22 activity caused the harm and who may therefore properly be held liable for the acts  
23 of his agent, whether the agent was an employee or an independent contractor. The  
24 doctrine recognizes that an entity may not delegate its duties to a contractor to  
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1 evade its own responsibilities. This is especially so when allowing delegation  
2 would incentivize the employers to hire incompetent contractors to further the  
3 employer's pecuniary interests.<sup>71</sup>

4  
5 217. In advertising to passengers, including Plaintiff, that Uber provides  
6 them a safe ride to their destinations, and by profiting off women who use Uber for  
7 that very purpose but then are attacked, Uber has a duty to its passengers that  
8 cannot be delegated. To allow Uber to delegate the liability for the assaults  
9 committed by its drivers to anyone else would encourage Uber to continue to  
10 utilize the cheapest, fastest, and most haphazard safety procedures. Uber would be  
11 disincentivized from hiring only competent drivers, since the more drivers Uber  
12 has, the more money Uber makes.

13  
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16 218. Further, Uber drivers act as agents of and operate as extensions of  
17 Uber. Uber drivers represent Uber's business and further Uber's pecuniary  
18 interests.

19  
20 219. Uber drivers display the Uber logo when interacting with passengers,  
21 and in many cases Uber drivers are the only people with whom Uber's passengers  
22 have direct contact. Uber drivers provide the service that Uber claims to provide—  
23 transportation.  
24  
25

26  
27 <sup>71</sup> See e.g., *Barry v. Raskov* (Ct. App. 1991) 232 Cal. App. 3d 447, 454, where the court recognized that allowing a  
28 broker to delegate the liability for the fraudulent torts of its contractor property appraiser would incentivize the broker  
to hire potentially insolvent contractors, to the detriment of the public.

1           220. By allowing Uber drivers to represent Uber’s business, Uber creates  
2 the impression that its drivers, including the Uber driver at issue here, were Uber’s  
3 employees and/or agents.  
4

5           221. Plaintiff reasonably believed that the Uber driver was an employee or  
6 agent of Uber, and, relying on this belief, got in a vehicle with him in exchange for  
7 a fee and suffered harm as a result unwanted sexual contact with the driver.  
8

9           222. For these reasons and others, Uber is vicariously liable for the tortious  
10 acts of its drivers, regardless of whether Uber’s drivers are employees, agents,  
11 apparent agents, or contractors of Uber.  
12

13           223. As a direct and proximate result of the Uber driver’s tortious conduct,  
14 Plaintiff was assaulted, battered, harassed, and/or otherwise attacked, which  
15 humiliated, degraded, violated, and robbed Plaintiff of Plaintiff’s dignity and  
16 personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer physical  
17 and/or psychological harm from which Plaintiff may never fully recover.  
18

19           224. As a direct and proximate result of Uber driver’s tortious conduct for  
20 which Uber is legally liable, Plaintiff has suffered economic and general, non-  
21 economic damages according to proof.  
22

23           225. Plaintiff will seek actual and punitive damages based on Defendants’  
24 above-described actions, which evidence wanton and reckless disregard for the  
25 safety of passengers like Plaintiff.  
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1                                    ***Count VIII: Vicarious Liability for Sexual Assault/Battery***

2                    226. Plaintiff incorporates by reference the allegations in the preceding  
3 paragraphs.  
4

5                    227. The Uber driver made harmful and offensive contact with Plaintiff.  
6

7                    228. Plaintiff did not consent to the contact.

8                    229. The Uber driver did intentionally and recklessly commit acts that  
9 resulted in harmful and offensive contact with Plaintiff's person and/or touching of  
10 Plaintiff in a sexual manner.  
11

12                    230. As a result of the Uber driver's sexual battery of Plaintiff, which  
13 occurred in the course and scope of Uber driver's employment, Plaintiff was  
14 humiliated, degraded, violated, and robbed of Plaintiff's dignity and personal  
15 safety. The attack on Plaintiff caused Plaintiff to suffer physical and/or  
16 psychological harm from which Plaintiff may never fully recover.  
17

18                    231. As a direct and proximate result of the sexual battery committed by  
19 the Uber driver, and Uber's liability and vicarious liability for the same, Plaintiff  
20 suffered economic and non-economic damages.  
21

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

26                                    ***Count IX: Vicarious Liability for False Imprisonment***



1           233. Plaintiff incorporates by reference the allegations in the preceding  
2 paragraphs.  
3

4           234. The Uber driver willfully detained Plaintiff.

5           235. The Uber driver's detention of Plaintiff was without Plaintiff's  
6 consent.  
7

8           236. The Uber driver's detention of Plaintiff was unlawful.

9           237. As a direct and proximate result of the false imprisonment committed  
10 by the Uber driver and Uber's liability and vicarious liability for the same, Plaintiff  
11 suffered economic and non-economic damages.  
12

13           238. Plaintiff will seek actual and punitive damages based on Defendants'  
14 above-described actions, which evidence wanton and reckless disregard for the  
15 safety of passengers like Plaintiff.  
16

17                           ***Count X: Strict Product Liability - Design Defect***

18           239. Plaintiff incorporates by reference the allegations in the preceding  
19 paragraphs.  
20

21           240. Uber designed, manufactured, and/or otherwise distributed the Uber  
22 app.  
23

24           241. The Uber app did not perform as an ordinary consumer would have  
25 expected it to perform when used or misused in an intended or reasonably  
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1 foreseeable way because the Uber app falsely led Plaintiff to form a reasonable  
2 minimum safety expectation that was not met.  
3

4 242. The Uber app did not include safety features such as a GPS tracking  
5 system that would alert Uber to issues including but not limited to a passenger  
6 remaining in a stopped or travelling Uber vehicle after the driver ended the ride in  
7 the app. It also did not include automatic activation in the driver's smart phone  
8 while a ride was in progress or automatic notification of law enforcement of  
9 suspicious circumstances that suggest a rider may be in danger, including but not  
10 limited to route deviations or passengers remaining in Uber vehicles for extended  
11 periods after the conclusion of a ride.  
12  
13

14 243. In addition, the Uber app includes a rating system whereby drivers  
15 and passengers rate each other. Passengers can give drivers low- or one-star ratings  
16 and will not be matched with the same driver again; this does not, however,  
17 prevent the Uber app from matching different passengers with that driver.  
18  
19 Similarly, if an Uber driver is the subject of a complaint or report by a passenger,  
20 or receives a "strike" from Uber itself, the Uber app will not match that driver with  
21 the same passenger; this does not, however, prevent the Uber app from matching  
22 different passengers with that driver. Thus, the Uber app allows drivers who have  
23 been the subject of prior complaints, reports, strikes, or low- or one-star ratings to  
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1 be matched with future passengers, who are not notified of this history or the risks  
2 posed by the driver which are known or should be known by Uber.  
3

4 244. The Uber app also failed to communicate with passengers, including  
5 Plaintiff, a true expectation of the lack of safety in using Uber.  
6

7 245. These flaws in the design of the Uber App, were a substantial factor in  
8 causing harm to the Plaintiff, which included being assaulted, battered, harassed,  
9 and/or otherwise attacked by the Uber driver, which humiliated, degraded,  
10 violated, and robbed Plaintiff of Plaintiff's dignity and personal safety. The  
11 depraved attack on Plaintiff caused Plaintiff to suffer physical and/or psychological  
12 harm from which Plaintiff may never fully recover.  
13

14 246. As a direct and proximate result of Uber's acts and omissions,  
15 Plaintiff suffered economic and non-economic damages.  
16

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

21 ***Count XI: Strict Product Liability - Failure to Warn***  
22

23 248. Plaintiff incorporates by reference the allegations in the preceding  
24 paragraphs.  
25

26 249. Uber designed, manufactured, and/or distributed the Uber app.  
27  
28

1           250. The Uber app presented potential risks of introducing each driver to a  
2 passenger who, because of the nature of the ridesharing arrangement created and  
3 facilitated by the Uber app, could neither escape from the Uber driver's vehicle nor  
4 control the place where the driver would take the passenger, which could result in  
5 the sexual assault of that passenger; these are risks that were known or knowable at  
6 the time of manufacture and distribution of the Uber app.  
7

8  
9           251. The potential risks presented a substantial danger when the Uber app  
10 was used or misused in an intended or reasonably foreseeable way.  
11

12           252. Ordinary consumers such as Plaintiff would not have recognized the  
13 potential risks.  
14

15           253. Defendant Uber failed to adequately warn consumers, including  
16 Plaintiff, of these potential risks.  
17

18           254. Uber's failure to provide passengers, including Plaintiff, with  
19 sufficient warnings regarding the risk of harm to which they were being exposed  
20 with each Uber ride was a substantial factor in causing the harm suffered by  
21 Plaintiff, including being sexually assaulted, sexually battered, raped, falsely  
22 imprisoned, stalked, harassed, and/or otherwise attacked by an Uber driver which  
23 humiliated, degraded, violated, and robbed Plaintiff of their dignity and personal  
24 safety. The depraved attack on Plaintiff caused Plaintiff to suffer physical and or  
25 psychological harm from which Plaintiff may never fully recover.  
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1           255. As a direct and proximate result of Uber’s acts and omissions,  
2  
3 Plaintiff suffered economic and non-economic damages.

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

8                           ***Count XII: Violation of Interstate Commerce Act***

9           257. Plaintiff incorporates by reference the allegations in the preceding  
10  
11 paragraphs.

12           258. Uber is a motor carrier pursuant to 49 U.S.C. Ch. 135001, 14101,  
13  
14 14704.

15           259. The Uber driver was acting as Uber’s employee, agent, ostensible  
16  
17 agent, and/or representative when he sexually harassed, assaulted, and/or otherwise  
18  
19 attacked Plaintiff.

20           260. Uber failed to satisfy its obligation under 49 U.S.C. 14101 to “provide  
21  
22 safe and adequate service, equipment, and facilities” for the reasons outlined  
23  
24 above, which include failure to develop or implement adequate policies for the  
25  
26 prevention of sexual abuse on its app and permitting the Uber driver to serve as its  
27  
28 employee, agent, ostensible agent, and/or representative. As a result of Uber’s  
failure to satisfy its obligation under 49 U.S.C. 14101, Plaintiff was sexually  
abused, assaulted, harassed, and attacked.



1           265. Nevertheless, even though Uber was fully aware of its sexual predator  
2 problem it failed to take safety precautions to protect its passengers.  
3

4           266. Even after Uber was aware some Uber drivers were using driving for  
5 Uber as an opportunity to get unsuspecting women into their vehicles and to  
6 physically and/or sexually assault them, Uber and its executing officers made the  
7 conscious decision not to implement measures to thoroughly vet its drivers before  
8 and after hiring them.  
9

10           267. The decision not to implement more thorough and persistent  
11 background checks was driven by Uber executives' desire for rapid expansion and  
12 increased profits, because the more drivers driving for Uber, the more money there  
13 was to be made.  
14

15           268. Prioritizing profits over safety, Uber and its executive officers also  
16 made the conscious decision not to warn its customers/users of the risk of being  
17 assaulted even after Uber and its leadership were fully aware of this risk.  
18

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

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19 270. Prioritizing profits over passenger safety, Uber and its executive  
20 officers acted, and continue to act, recklessly and in knowing, conscious disregard  
21 of the safety of its passengers, including that of Plaintiff, and the public.

22  
23 271. As a direct and proximate result of the intentional, negligent, reckless,  
24 grossly negligent conduct of Uber, Plaintiff was assaulted, battered, harassed,  
25 and/or otherwise attacked by the Uber driver, which humiliated, degraded,  
26 violated, and robbed Plaintiff of Plaintiff's dignity and personal safety.  
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272. The depraved attack on Plaintiff caused Plaintiff to suffer serious emotional distress as well as physical and/or psychological harm from which Plaintiff may never fully recover.

273. As a result of Uber’s misconduct as stated above, Plaintiff seeks punitive damages to punish Uber for its misconduct and to deter future misconduct.

**PRAYER FOR RELIEF**

Plaintiff prays for the following relief:

- Entry of judgment on each of her claims against Defendants jointly and severally;
- Past and future economic and non-economic damages including physical pain, mental anguish, anxiety, medical expenses, lost earnings or earning capacity;
- Punitive damages;
- Pre- and post-judgment interest;
- The costs and expenses of litigation;
- Attorneys’ fees;
- Equitable relief; and
- Such other relief as this Court may deem just and proper.

1 Dated: September 27, 2023

**LIEFF CABRASER HEIMANN &  
BERNSTEIN**

*/s/ Sarah R. London*

Sarah R. London (CA Bar No. 267083)  
275 Battery Street, 29<sup>th</sup> Floor  
San Francisco, CA 94111  
Phone: (415) 956-1000  
Email: [slondon@lchb.com](mailto:slondon@lchb.com)

**NIGH GOLDENBERG RASO &  
VAUGHN**

*/s/ Marlene Goldenberg*

Marlene Goldenberg ((pro hac vice pending)  
Samantha Hoefs (pro hac vice pending)  
14 Ridge Square NW  
Third Floor  
Washington DC 20016  
Phone: (612) 445-0202  
Email: [shoefs@nighgoldenberg.com](mailto:shoefs@nighgoldenberg.com)  
[mgoldenberg@nighgoldenberg.com](mailto:mgoldenberg@nighgoldenberg.com)

*Attorneys for Plaintiff*