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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF SAN FRANCISCO

9 JANE DOE SSS 14, an individual;
10 JANE DOE SSS 15, an individual;
11 JANE DOE SSS 16, an individual;
12 JANE DOE SSS 17, an individual; and
13 JANE DOE SSS 18, an individual,

14 Plaintiffs,

15 v.

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

20 Defendants.

Case No. _____ **CGC-22-600694**

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

1. **GENERAL NEGLIGENCE**
2. **NEGLIGENT HIRING, RETENTION,
AND SUPERVISION**
3. **COMMON CARRIER NEGLIGENCE**
4. **NEGLIGENT FAILURE TO WARN**
5. **VICARIOUS LIABILITY/LIABILITY
FOR THE TORTS OF UBER'S DRIVERS**
6. **VICARIOUS LIABILITY FOR SEXUAL
ASSAULT**
7. **VICARIOUS LIABILITY FOR SEXUAL
BATTERY**
8. **VICARIOUS LIABILITY FOR FALSE
IMPRISONMENT**
9. **INTENTIONAL MISREPRESENTATION**
10. **NEGLIGENT MISREPRESENTATION**
11. **NEGLIGENT INFLECTION OF
EMOTIONAL DISTRESS**
12. **BREACH OF CONTRACT**
13. **STRICT PRODUCT LIABILITY –
DESIGN DEFECT**
14. **STRICT PRODUCT LIABILITY-
FAILURE TO WARN**

1 Jane Doe SSS 14, Jane Doe SSS 15, Jane Doe SSS 16, Jane Doe SSS 17, and Jane Doe SSS
2 18 (collectively, “Plaintiffs”), by and through their attorneys of record, for causes of action against
3 Uber Technologies, Inc. (“Uber”), a corporation with its principal place of business in San
4 Francisco, California, Rasier, LLC (“Rasier”), a corporation with its principal place of business in
5 San Francisco, California, and Does 1 through 50, inclusive, and each of them, complain and allege
6 the following:

7
8 **INTRODUCTION**

9 1. Plaintiffs were kidnapped, sexually assaulted, sexually battered, raped, falsely
10 imprisoned, stalked, harassed, and/or otherwise attacked by an Uber driver with whom they had
11 been paired with through the Uber Application (“App”). This action stems from these attacks as
12 well as the toxic-male culture at Uber that caused these sexual attacks. A culture which started at
13 the very top of Uber by placing profits and growth over safety above all else and, in the process,
14 exploited, endangered, and injured women and girls, including Plaintiffs. This culture was put in
15 place by Uber’s officers and directors, including Travis Kalanick, and it was put in place with
16 conscious disregard to the rights and safety of Uber passengers, particularly female Uber passengers
17 such as Plaintiffs.

18 2. Uber is a transportation company headquartered in San Francisco, California which,
19 beginning in 2009, pioneered an App-based transportation system that has been implemented around
20 the world, including across the entire United States.

21 3. As early as 2014, Uber became aware that Uber drivers were sexually assaulting and
22 raping female passengers. In the eight years since, sexual predators driving for Uber have continued
23 to sexually assault, harass, kidnap, physically assault, and/or rape Uber’s passengers, including
24 Plaintiffs. Complaints to Uber by female passengers who had been attacked by Uber drivers,
25 combined with subsequent criminal investigations by law enforcement, clearly establish that Uber
26 has been fully aware of these continuing attacks by sexual predators driving for Uber. Uber’s
27 response to these ongoing sexual assaults by Uber drivers has been slow and inadequate.

28 4. While Uber has, in recent years, publicly acknowledged this sexual assault crisis,
including the publication of Uber’s U.S. Safety Report, in December 2019, Uber has failed to

1 implement basic safety measures necessary to prevent these serious sexual assaults, which continue
2 to occur to this day.

3 5. As more fully set forth herein, Plaintiffs were each kidnapped, sexually assaulted,
4 sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by an Uber
5 driver each Plaintiff was led to believe would give her a safe ride to her destination. Each Uber ride
6 at issue was ordered by or for Plaintiff through the ride-sharing software application owned and
7 controlled by Uber (the “Uber App”). At all relevant times, Defendants Uber and Rasier
8 (collectively referred to as “Uber”) operated and controlled the Uber App. Each Uber driver, while
9 in the course and scope of his employment for Uber and while otherwise working on behalf of Uber,
10 kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or
11 otherwise attacked the respective Plaintiff, as set forth below.

12 6. Each Plaintiff named herein, individually, brings this civil action against Uber to
13 recover damages for the injuries she suffered as a result of being kidnapped, sexually assaulted,
14 sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by an Uber
15 driver during an Uber ride.

16 7. Uber is a common carrier under California law. Because of Defendants’ acts and
17 omissions, Plaintiffs have each suffered damages that far exceed the jurisdictional floor of this
18 Court.

19 8. This is an unlimited action. The amount in controversy with respect to each Plaintiff
20 exceeds \$25,000.00. *See* Cal. Code Civ. P. § 85.

21 **PARTIES**

22 9. Plaintiff Jane Doe SSS 14 is over the age of 18 and is a Virginia resident. The incident
23 took place in the State of California.

24 10. Plaintiff Jane Doe SSS 15 is over the age of 18 and is a California resident. The
25 incident took place in the State of California.

26 11. Plaintiff Jane Doe SSS 16 is over the age of 18 and is an Illinois resident. The incident
27 took place in the State of Illinois.

28 12. Plaintiff Jane Doe SSS 17 is over the age of 18 and is a Pennsylvania resident. The

1 incident took place in the State of Pennsylvania.

2 13. Plaintiff Jane Doe SSS 18 is over the age of 18 and is a Massachusetts resident. The
3 incident took place in the Commonwealth of Massachusetts.

4 14. Plaintiffs file this action under a pseudonym because, as a victim of sexual assault,
5 they need anonymity to protect their privacy in this sensitive and highly personal matter. Plaintiffs
6 proceed in this manner to protect their legitimate privacy rights. Disclosure of their full name would
7 expose them to stigmatization, invade their privacy, and make them vulnerable to retaliation. For
8 these reasons, Plaintiffs’ needs for anonymity outweigh both the prejudice to Defendants and the
9 public’s interest in knowing their identities. Counsel for Plaintiffs will inform Defendants of
10 Plaintiffs’ true name and the circumstances surrounding these causes of action. Plaintiffs further
11 anticipate seeking concurrence from Defendants for entry into a protective order to prevent the
12 unnecessary disclosure of Plaintiffs’ real names in the public record.

13 15. Defendant Uber Technologies, Inc. is a Delaware corporation with its corporate
14 headquarters, principal office, and principal place of business at 1515 3rd Street, San Francisco, San
15 Francisco County, California, 94158. Defendant Uber Technologies, Inc. has been served with
16 process through its registered agent, CT Corporation System.

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

22 17. Unless otherwise specified, this Complaint refers to Defendants Uber Technologies,
23 Inc. and Rasier, LLC collectively as “Uber.”

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

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negligently, or in some other actionable manner, legally caused the hereinafter described injuries and damages to Plaintiffs. Plaintiffs will hereafter seek leave of the Court to amend this Complaint to show the Defendants' true names and capacities after the same have been ascertained.

19. Plaintiffs are informed and believe, and on that basis allege, that at all times herein mentioned, each of the Defendants herein was the agent, servant, licensee, employee, assistant, consultant, or alter ego, of each of the remaining defendants, and was at all times herein mentioned acting within the course and scope of said relationship when Plaintiffs were injured as set forth herein. Plaintiffs are informed and believe that each and every Defendant, when acting as a principal, was negligent in the selection, hiring, supervision or retention of each and every other Defendant as an agent, servant, employee, assistant, or consultant. Plaintiffs are further informed and believe, and thereon allege, that at all times herein mentioned, each business, public entity or corporate employer, through its officers, directors, supervisors and managing agents, and each individual defendant, had advance knowledge of the wrongful conduct, psychological profile, and behavior propensity of said agents, servants, licensees, employees, assistants, consultants, and alter egos, and allowed said wrongful conduct to occur and continue to occur, thereby ratifying said wrongful conduct, and, after becoming aware of their wrongful conduct, each public entity, and corporate defendant by and through its officers, directors, supervisors and managing agents, and each individual defendant, authorized and ratified the wrongful conduct herein alleged.

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

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

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

JURISDICTION & VENUE

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

24. Each Plaintiff named herein, individually seeks relief that is within the jurisdictional limits of this Court.

25. California Superior Court has personal jurisdiction over Defendants Uber and Rasier because both have their principal places of business in California and intentionally avail themselves of the benefits and protection of California law such that the exercise of jurisdiction by the California courts is consistent with traditional notions of fair play and substantial justice.

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

27. Uber’s corporate decision-making with respect to policies and procedures for training and supervising drivers regarding sexual assault, rape, or harassment are centered at its corporate headquarters in San Francisco. Uber’s corporate decision-making with respect to how it responds to complaints of sexual assault, rape, or harassment is centered at its corporate headquarters in San Francisco. Uber’s corporate decision-making with respect to how it chooses to stonewall and fail to cooperate with law enforcement investigating assaults, rapes, and harassment of their drivers is centered at Uber’s corporate headquarters in San Francisco. Further, decisions with respect to the vetting of Uber drivers and the supervision of Uber drivers (or lack thereof) are made and implemented in its San Francisco headquarters. Corporate decision-making with respect to Uber’s decision not to report assaults that they are aware of to law enforcement and other ride sharing companies that employ the assailants is centered at Uber’s corporate headquarters in San Francisco. Decisions with respect to the design of the Uber App and implementation of changes with the Uber App that effect passenger safety are made and implemented in its San Francisco headquarters. Corporate decision-making with respect to Uber’s policies and procedures to allow reported sexual predators to continue to drive for Uber is centered at Uber’s corporate headquarters

1 in San Francisco. Decisions regarding Uber’s contract with Uber customers specifies that the
2 agreement should be governed by California law. Finally, executive decision making on the part of
3 Uber regarding its marketing campaigns and representations to passengers regarding its safety occur
4 in San Francisco, California.

5 28. All other jurisdictional prerequisites and conditions precedent to suit have been
6 satisfied.

7 29. This case is not removable. Some of the Plaintiffs named herein are domiciled in,
8 and are citizens of, California. Both named Defendants, Uber and Rasier are citizens of California,
9 as both have a principal place of business in San Francisco, California. As such, there is not complete
10 diversity between the parties, so there is no federal jurisdiction under 28 U.S.C. section 1332.
11 Defendants, therefore, cannot avail themselves of snap removal – alleging they removed the case to
12 federal court before a defendant was properly joined or served. Plaintiff is not relying on 28 U.S.C.
13 section 1441(b)(2) to oust federal court jurisdiction. Federal-court jurisdiction never existed, and,
14 by its terms, section 1441(b)(2) does not apply because there is no diversity jurisdiction under
15 section 1332.

16 FACTUAL ALLEGATIONS

17 **A. Uber’s Sexual Assault Problem Started at the Top**

18 30. Uber is a transportation company. One of its founders, Travis Kalanick, became its
19 second chief executive officer and, at one time, its largest shareholder. Uber drivers and Uber split
20 the fare Uber charges riders for the riders’ trips.

21 31. In 2014, Uber’s executives in San Francisco started charging Uber passengers an
22 extra \$1 fee for each trip. Uber called this a *Safe Rides Fee*. When Uber announced the Safe Rides
23 Fee, it told the public that the “[f]ee supports our continued efforts to ensure the safest possible
24 platform for Uber riders and drivers, including an industry-leading background check process,
25 regular motor vehicle checks, driver safety education, development of safety features in the app, and
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1 insurance.”¹ The Safe Rides Fee was not split with drivers.² So it was pure revenue for Uber. Uber
2 gave hundreds of millions of rides with the Safe Ride Fee attached to them and made hundreds of
3 millions in revenue from the fee.³ But it never earmarked the money for improving safety or spent
4 it on safety.⁴ Instead, it pocketed the money it told the world it was going to directly towards
5 enhancing safety. As a former Uber employee said “[w]e boosted our margins saying our rides were
6 safer.”⁵ It “was obscene.”⁶

7 32. Rider safety was never Uber’s concern. Growth was. To increase growth, which
8 required not only new riders, but new drivers, Travis Kalanick and the executives at Uber made it
9 as easy as possible for Uber drivers to sign up. They used a background-check system designed to
10 get drivers approved as quickly and conveniently as possible.⁷ Uber hired Hirease, Inc. to do its
11 background checks.⁸ Hirease brags that it can vet drivers within 36 hours.⁹ To have such a short
12 turnaround, Uber eschewed industry standards used by other taxi companies and livery services. For
13 example, it abandoned fingerprinting — which takes weeks — and running applicant drivers against
14 private databases, such as FBI records.¹⁰ These shortcuts might have led to growth for Uber, but
15 they also put people, including Plaintiffs, in danger. Indeed, Uber was so fixated on growth that it
16 began mailing cell phones to applicant drivers, so they could begin driving, before Uber’s cursory
17 background check was even complete.¹¹

18 33. Travis Kalanick made the decision that Uber was not going to fingerprint its drivers
19 and that it was not going to scrub applicant drivers against FBI records. Rather, the decision was
20 made to use a fast and shallow background check process.

21 34. Travis Kalanick also made the decision not to interview drivers or train drivers to

22 ¹ Uber, *What is the Safe Rides Fee*, <https://web.archive.org/web/20148420053019/http://support.uber.com/hc/en-us/articles/201950566>. (last visited March 10, 2021).

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

24 ³ *See id.*

25 ⁴ Isaac, *supra* note 4, at 136.

26 ⁵ *Id.*

27 ⁶ *Id.*

28 ⁷ Isaac, *supra* note 4, at 115 (“Uber made it as easy as possible for drivers to sign up.”).

⁸ Mike Isaac, *Uber’s System for Screening Drivers Draws Scrutiny*, N.Y. TIMES, Dec. 9, 2014, at A1 (available at <https://www.nytimes.com/2014/12/10/technology/ubers-system-for-screening-drivers-comes-under-scrutiny.html?searchResultPosition=1>.)

⁹ *Id.*

¹⁰ *Id.*

¹¹ Isaac, *supra* note 4, at 218.

1 ensure Uber’s drivers understood their responsibilities and what was appropriate and inappropriate
2 when interacting with passengers. Mr. Kalanick decided not to implement policies to protect
3 passengers from sexual assault—policies such a zero-tolerance policy with respect to fraternizing
4 or making sexual advances towards passengers, and most certainly with respect to sleeping with or
5 touching the passengers they pick up in a sexual manner.

6 35. Mr. Kalanick had actual knowledge that these decisions would put passengers in
7 greater danger. As such, he acted with conscious disregard for the rights and safety of female
8 passengers, including Plaintiffs named herein.

9 36. Travis Kalanick intentionally performed the act of hiring drivers without
10 fingerprinting them, without running them through the FBI databases, and using fast and or shallow
11 background checks. When he took these actions, he knew or should have known that it was highly
12 probable that harm would result. When Uber’s current Chief Executive Officer, Dara
13 Khosrowshahi, took over as Uber’s top executive in August 2017, he continued the policy of hiring
14 drivers without biometric fingerprinting to be run through the FBI database. This was a very
15 intentional and thought-out decision, evidenced by Uber’s active lobbying and resistance against
16 municipalities or regulatory bodies implementing any kind of biometric fingerprinting requirement
17 for drivers.

18 37. Uber’s greed and complete disregard for rider safety or the rule of law is
19 breathtaking. Uber’s policy is that it will not report any criminal activity it learns of to law-
20 enforcement authorities.¹² That includes allegations of sexual assault.¹³ Thus, Uber’s policy is that
21 if it learns from an Uber rider, such as Plaintiff, that she was sexually assaulted, Uber will not report
22 this sexual assault to law enforcement.¹⁴ Uber is proud of this policy and feels “very strongly” that
23 it is not Uber’s job to go to the to the police on behalf of customers when an Uber driver rapes an
24 Uber passenger.¹⁵

25 38. This policy has been supported by Uber’s current Chief Executive Officer, Dara

26 ¹² Greg Bensinger, *Uber Says Safety is its First Priority. Employees Aren’t so Sure*, WASH. POST (Oct. 1, 2019)
27 (available at <https://www.washingtonpost.com/podcasts/post-reports/uber-says-safety-is-its-first-priority-employees-arent-so-sure/>.)

28 ¹³ *Id.*

¹⁴ *Id.*

¹⁵ Bensinger, *supra*, note 14.

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

5 39. Uber's greed, parochial focus on growth, and misogyny has had tragic consequences.
6 In December 2014, a 26-year-old finance worker hailed an Uber to take her home from a work
7 dinner near New Delhi, India.¹⁶ When she fell asleep in the car, her Uber driver moved to the
8 backseat and raped her.¹⁷ The driver had previously been detained for rape.¹⁸ The rape caused an
9 international imbroglio and New Delhi temporarily banned Uber.¹⁹ Uber dealt with the situation by
10 attacking the victim.

11 40. Eric Alexander was president of Uber in the Asia-Pacific region; he was Uber's
12 "number three" and Kalanick's fixer.²⁰ He secured, possibly illegally, the New Delhi rape victim's
13 medical records through a law firm.²¹ The records contained the medical examination that doctors
14 performed within hours of her rape.²² Alexander shared these records with Mr. Kalanick and Uber's
15 number two at the time, Emil Michael.²³ Many other Uber executives here in San Francisco either
16 saw the records or learned of them.²⁴ Mr. Kalanick latched on to the fact that the victim's hymen
17 was still intact.²⁵ (This despite two people pointing out to him that the victim could have been anally
18 raped.²⁶) He began cultivating and sharing a bizarre conspiracy that the woman was not raped; the
19 whole incident was a plot against Uber by Olga, Uber's major ride-sharing competitor in India.²⁷
20 No matter that the Uber driver had a history of sexual assault and had confessed the assault to

21 ¹⁶ Ellen Barry and Suhasini Raj, *Uber Banned in India's Capital After Rape Accusation*, N.Y. TIMES, Dec. 8, 2014, at
22 A4 (available at https://www.nytimes.com/2014/12/09/world/asia/new-delhi-bans-uber-after-driver-is-accused-of-rape.html?_r=0&module=inline); Isaac, *supra* note 2, at 149.

23 ¹⁷ Isaac, *supra* note 4, at 149.

24 ¹⁸ Barry and Raj, *supra* note 2, at 149.

25 ¹⁹ *See id.*

26 ²⁰ Isaac, *supra* note 4, at 260.

27 ²¹ Kara Swisher and Johana Bhuiyan, *A Top Uber Executive, Who Obtained the Medical Records of a Customer Who
28 was a Rape Victim, Has Been Fired*, VOX (June 7, 2017), <https://www.vox.com/2017/6/7/15754316/uber-executive-india-assault-rape-medical-records>.

29 ²² Isaac, *supra* note 4, at 261.

30 ²³ Swisher and Bhulyan, *supra* note 23.

31 ²⁴ *Id.*

32 ²⁵ Isaac, *supra* note 4, at 261.

33 ²⁶ *Id.* at 262.

34 ²⁷ *Id.* At 261; Swisher and Bhulyan, *supra* note 23.

1 police.²⁸

2 41. Mr. Kalanick and Uber’s leadership and board were the fountainhead of Uber’s
3 culture of reckless growth, misogyny, and lawlessness.²⁹ When Uber customers accused Uber
4 drivers of sexual assault, something that happened with increasing frequency as Uber grew — given
5 its lax supervision and shoddy background checks — Mr. Kalanick would pace around Uber
6 headquarters, not wondering about how to improve rider safety but repeating the bromide, legally
7 correct but a bromide nonetheless, “innocent until proven guilty.”³⁰ When law enforcement decided
8 not to bring criminal charges against an Uber driver accused of sexual assault because it felt it did
9 not have enough evidence for a criminal conviction, “a round of cheers would ring out across the
10 fifth floor of Uber HQ.”³¹

11 42. At a cocktail and dinner party with journalists in New York City, Mr. Michael
12 attacked journalists who criticized Uber.³² He was particularly angry with Sarah Lacy who had, in
13 a recent story, accused Uber of “sexism and misogyny” and had said she was going to delete her
14 Uber app because she feared for her safety because of Uber’s drivers.³³ Mr. Michael said that if any
15 woman deleted her Uber app because of Ms. Lacy’s story and was sexually assaulted, Ms. Lacy
16 “should be held personally responsible.”³⁴

17 43. The actions of Uber’s executives and board members demonstrate Uber’s contempt
18 for women and myopic focus on profits. Uber only cares about growth. This culture permeates the
19 entire company and endangers Uber’s female riders. Sarah Fowler wrote an explosive blog post,
20 describing how pervasive this culture was at Uber.³⁵ Ms. Fowler was hired by Uber as a site-
21 reliability engineer in 2016.³⁶ On her first day on the job, post-training, her manager sent her a
22 message over the Uber chat system.³⁷ He said that he “was in an open relationship . . . and his

23 ²⁸ Barry and Raj, *supra* note 18.

24 ²⁹ Isaac, *supra* note 4, at 194 (“The tone of Uber’s culture was being set from the top . . . The result was a workforce
that largely reflected Kalanick.

25 ³⁰ Isaac, *supra* note 4, at 167.

26 ³¹ *Id.*

27 ³² Ben Smith, *Uber Executive Suggest Digging Up Dirt On Journalists*, BUZZ FEED (Nov. 17, 2014)
<https://www.buzzfeednews.com/article/bensmith/uber-executive-suggests-digging-up-dirt-on-journalists>.

28 ³³ *Id.*

³⁴ *Id.*; Isaac, *supra* note 4, at 129.

³⁵ Susan Fowler, *Reflecting on One Very, Very Strange Year at Uber*, SUSAN J. FOWLER, (Feb. 19, 2017),
<https://www.susanjowler.com/blog/2017/2/19/reflecting-on-one-very-strange-year-at-uber>.

³⁶ *Id.*

³⁷ *Id.*

1 girlfriend was having an easy time finding new partners but he wasn't. He was trying to stay out of
2 trouble at work, he said, but he couldn't help getting in trouble, because he was looking for women
3 to have sex with."³⁸ Ms. Fowler felt it "was clear that he was trying to get [her] to have sex with
4 him, and it was so clearly out of line that [she] immediately took screenshots of [the] chat messages
5 and reported him to" Human Resources.³⁹ Uber Human Resources and "upper management" told
6 her that "even though this was clearly sexual harassment and he was propositioning [her], it was this
7 man's first offense, and that they wouldn't feel comfortable giving him anything other than a
8 warning and a stern talking-to."⁴⁰ Upper management told her that her manager "was a high
9 performer," so "they wouldn't feel comfortable punishing him for what was probably just an
10 innocent mistake on his part."⁴¹ Upper management told Ms. Fowler that she had two choices, join
11 a new Uber team, or stay on her team, under the manager who propositioned her, but she "would
12 have to understand that [the manager] would most likely give [her] a poor performance review when
13 review time came around, and there was nothing [Human Resources] could do about that."⁴² She
14 was told that by Human Resources that if she chose to stick with the team she was on, that a poor
15 review by her then manager wouldn't be retaliation because she had "been given an option."⁴³
16 Because working under a harassing manager was untenable to Ms. Fowler, she chose to switch
17 teams.⁴⁴ She eventually learned, by talking to other women employees at Uber, that many of them
18 had similar sexual-harassment stories and that the manager who sexually harassed her had sexually
19 harassed others before he sexually harassed her.⁴⁵ That is, she learned that Human Resources and
20 upper management had been mendacious with her. "Within a few months, [the harasser] was
21 reported once again for inappropriate behavior, and those who reported him were told it was still his
22 'first offense.' The situation was escalated as far up the chain as it could be escalated, and still
23 nothing was done" by Uber.⁴⁶

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44. With the bad press Uber was getting because of the sexual assaults, Mr. Michael's

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² *Id.*

⁴³ *Id.*

⁴⁴ Fowler, *supra* note 52.

⁴⁵ *Id.*

⁴⁶ *Id.*

1 comments, and the Sarah Fowler affair, Uber realized it needed to appear that it was making changes
2 and trying to eradicate its toxic-male culture, so it held a company-wide meeting to announce
3 changes. At the meeting, when Uber announced that it was going to increase its diversity and
4 sensitivity by adding a female board member, David Bonderman, another Uber board member,
5 chimed in, announcing to the company that the addition of a woman to the board meant “it’s much
6 likelier [there will] be more talking on the board.”⁴⁷ Uber’s “culture was poisoned from the very
7 top.”⁴⁸ Indeed, John William Gurley was a longtime board member of Uber and a close confidant
8 of Mr. Kalanick. He sat on his hands and watched silently as Uber put in place a culture and policies
9 that have hurt many innocent women, including Plaintiffs.

10 45. In an attempt to buff its tarnished reputation, Uber also hired former Attorney
11 General Eric Holder and his law firm, Covington & Burling LLP, to investigate Uber’s culture and
12 work-place environment.⁴⁹

13 46. During his investigation, as detailed in the publicly released “Holder Report,”
14 Attorney General Holder uncovered “a winding, repetitive list of infractions that had occurred across
15 hundreds of global offices, including sexual assault and physical violence.”⁵⁰

16 47. Uber’s sexual-assault and harassment problems have become so big and so public
17 that it has made pale and perfunctory attempts to act as though it is trying to confront them. In May
18 2018, Uber acknowledged its “deeply rooted problem” of sexual assault. It proclaimed it was
19 committed to solving the problem, stating that “we’re making some important changes today.”⁵¹
20 Included in these “important changes” was Uber’s promise to publish a “safety transparency report
21 that will include data on sexual assaults . . . that occur on the Uber platform.”⁵²

22 48. Despite these promises, no data on sexual assaults for another year and a half.

23 49. When Uber finally released the report in December 2019, it was forced to

24 ⁴⁷ Mike Isaac and Susan Chira, *David Bonderman Resigns From Uber Board After Sexist Remark*, N.Y. TIMES, June
25 13, 2017, at A16 (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®ion=top-news&WT.nav=top-news>); Isaac, *supra* note 4,

26 ⁴⁸ Isaac, *supra* note 4, at 280.

27 ⁴⁹ Covington & Burling, LLP, *Covington Recommendations* (available at
<https://drive.google.com/file/d/0B1s08BdVqCgrUVM4UHBpTGROlXM/view>.)

28 ⁵⁰ Isaac, *supra* note 4, at 271.

⁵¹ Uber, *Turning the Lights On*, <https://www.uber.com/newsroom/turning-the-lights-on/>.

⁵² *Id.*

1 acknowledge that in 2018 alone there were 3,045 sexual assaults in the United States during Uber
2 trips — 235 sexual assaults of the “most serious kind.”

3 50. Uber has not publicly disclosed any sexual assault data since that December 2019
4 report. Tony West, Uber’s chief legal officer since October 2017 made, and continues to make, the
5 decision of whether and when to release sexual assault data following Uber’s acknowledgement of
6 its deeply rooted sexual assault problem. Mr. West continues to withhold the data that would alert
7 Uber passengers and the public to the fact that sexual assaults by Uber drivers continue to occur at
8 an unacceptable and alarming rate.

9 51. Uber became aware of its sexual assault problem long before it released the Holder
10 report. Uber’s operations team “dealt with thousands of misconduct cases every year, including
11 instances of sexual assault.”⁵³

12 52. Uber “had so lowered the bar to become a driver that people who might have been
13 prevented from driving in the official taxi industry could easily join Uber.”⁵⁴

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

16 54. But it was not that Uber simply lowered the bar. It failed to take adequate steps to
17 make its rides safe; it failed to provide everything necessary for safe transportation of its passengers.
18 For example, Uber failed to install video cameras in the cars. Such a step would have chilled the
19 wantonness of potential predators. It failed to provide an option in the Uber App that allowed female
20 riders to select to be driven by female drivers. And it failed to adopt adequate training of its drivers
21 on issues of sexual assault and sexual harassment. That is, it failed to provide adequately trained
22 drivers. These policies to fail to make its rides safe were put in place by Travis Kalanick and other
23 officers, directors, and managing agents of Uber.

24 55. Mr. Kalanick’s successor, Dara Khosrowshahi, continued the policy of not requiring
25 third-party operated cameras in Uber vehicles.

26 56. Mr. Kalanick, Mr. Khosrowshahi, and other officers, directors, and managing agents
27 of Uber knew that if they put cameras in cars less sexual assaults during Uber rides would occur.

28 ⁵³ Issac, *supra* note 4, at 166.

⁵⁴ *Id.* at 177.

1 They knew that if they provided an option that would allow female passengers to choose to be driven
2 by female drivers, fewer sexual assaults during rides would occur. They knew that if they better
3 trained their drivers in sexual-assault prevention, less sexual assaults would occur during Uber rides.
4 They intentionally refused to put these safety policies in place with actual and constructive
5 knowledge that not putting these policies in place made it highly probable that harm to female Uber
6 passengers would result.

7 57. Uber’s response to the driver sexual assaults that were reported to the company also
8 evidenced the conscious disregard of Uber executives, including Mr. Kalanick and Mr.
9 Khosrowshahi. A 2019 Washington Post investigative piece revealed Uber maintained a three
10 strikes policy for its drivers.⁵⁵ Investigators hired by Uber to investigate the more serious passenger
11 complaints about drivers, such as drug use, physical violence, and sexual assault reported, “A driver
12 would only be deactivated under three circumstances: 1) if it was the second or third reported
13 offense; 2) if there is corroborative evidence like video or a police report; 3) if the driver admits to
14 the assault.”⁵⁶ Even with a three-strikes policy, Uber executives would make exceptions to keep
15 dangerous drivers on the road. “For instance, a New York-area driver allegedly made three separate
16 sexual advances on riders, said an investigator assigned to the case. After an executive overruled
17 the investigator, the driver was allowed to continue working until a fourth incident, when a rider
18 claimed he raped her.”⁵⁷

19 58. As Uber became more popular, more people realized Uber had so lowered the bar
20 that people with checkered backgrounds could drive for Uber. People also realized that Uber had
21 not provided everything necessary for safe rides, that is, everything that might make it more difficult
22 to get away with sexual assaults, like video cameras in cars. In addition, they recognized Uber was
23 at the same time marketing itself to women as a safe mode of transportation, including after drinking.
24 Because of these factors, Uber became a magnet for sexual predators — men who knew that driving
25 for Uber meant they would get to drive around intoxicated women late at night. These men started
26 sexually assaulting women at alarming rates, as the Holder Report shows. And, as stated earlier,

27 ⁵⁵ <https://www.washingtonpost.com/technology/2019/09/25/ubers-investigations-unit-finds-what-went-wrong-rides-its-never-companys-fault/>

28 ⁵⁶ *Id.*

⁵⁷ *Id.*

1 Uber and its officers, directors, and managing agents — including Travis Kalanick — had actual
2 knowledge that these sexual assaults were going on, on the platform and women were being hurt.
3 But they did nothing. They failed to start screening drivers better and failed to place video cameras
4 in cars. They intentionally refused to implement these safety measures despite actual knowledge of
5 the problem, and these officers, directors, and managing agents — including Travis Kalanick — had
6 actual or constructive knowledge that refusing to do so meant there was a high probability that more
7 female passengers would be harmed, which is what ended up happening to Plaintiffs.

8 **B. The Attack on Plaintiffs**

9
10 59. This suit arises from the serious harm Plaintiffs suffered (set forth in more detail
11 below) as a result of the wrongful acts and omissions of Defendants.

12 **1. Jane Doe SSS 14**

13 60. On or about February 11, 2022, Plaintiff Jane Doe SSS 14 (“SSS 14”) requested an
14 Uber through the Uber App in Chino Hills, California to take her safely to her destination. Rather
15 than drive SSS 14 safely to her destination, the Uber driver drove around in circles, parked his
16 vehicle and began sexually assaulting SSS 14 by placing his hands up Plaintiff’s dress to fondle and
17 digitally penetrated her vagina while attempting to rape SSS 14. This disgusting and depraved attack
18 by the Uber Driver humiliated, violated, and robbed SSS 14 of her dignity and personal safety.

19 61. By failing to take reasonable steps to confront the problem of multiple rapes and
20 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the
21 safety of its passengers, including SSS 14, has breached its duty of reasonable care, and has breached
22 the implied and express covenants arising from its contract with its passengers.

23 62. The Uber driver who perpetrated the above-described assault, sexual assault, and/or
24 attack on SSS 14 in the course and scope of his employment with Uber and while he was still under
25 Uber’s direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

26 63. The Uber driver was acting on behalf of, for the benefit of, at the direction of, and
27 within the course and scope of employment with Uber and engagement by Uber. Uber provided the
28 Uber driver with access to its ride-sharing app platform, a tool necessary for Uber drivers to perform
the work Uber assigned. Uber, through the Uber App, directed the Uber driver regarding the location

1 of the pickup, time of the pickup, and routes for both the pickup of Plaintiff and transportation to
2 her destination, and much more, as discussed below.

3 64. The Uber driver who assaulted SSS 14 was an agent or employee of Uber, which is
4 a common carrier. His duties were directed at the comfort and protection of passengers in his car,
5 including SSS 14.

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

9 **2. Jane Doe SSS 15**

10 66. On or about November 13, 2021, Plaintiff Jane Doe SSS 15 ("SSS 15") requested an
11 Uber through the Uber App in Perris, California to take her to her destination in Corona, California.
12 Rather than drive SSS 15 safely to her destination, the Uber driver drove SSS 15 to a location,
13 stopped the vehicle, entered the back seat of the vehicle, and fondled SSS 15's breasts before
14 overpowering her SSS 15 and raping her. This disgusting and depraved attack humiliated, degraded,
15 violated, and robbed SSS 15 of her dignity and personal safety.

16 67. By failing to take reasonable steps to confront the problem of multiple rapes and
17 sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the
18 safety of its passengers, including SSS 15, has breached its duty of reasonable care, and has breached
19 the implied and express covenants arising from its contract with its passengers.

20 68. The Uber driver who perpetrated the above-described incident, assault, sexual
21 assault, and/or attack on SSS 15 in the course and scope of his employment with Uber and while he
22 was still under Uber's direction and control. These acts caused Plaintiff pain and suffering that
23 persists to this day.

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

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

71. Uber derived a monetary benefit from every ride assigned to said Uber driver through its app, including SSS 15, the Plaintiff’s ride where she was sexually harassed and/or sexually assaulted.

3. Jane Doe SSS 16

72. On or about June 6, 2022, Plaintiff Jane Doe SSS 16 (“SSS 16”) requested an Uber through the Uber app to take her to her destination safely. Rather than drive SSS 16 safely to her destination, the Uber driver picked up SSS 16, convinced her to sit in the front seat, and drove her to her destination where Uber driver parked the vehicle and proceeded to forcefully fondle and kiss her and pulled down her pants to digitally penetrate and batter SSS 16. This disgusting and depraved attack frightened, humiliated, degraded, violated, and robbed SSS 16 of her dignity and personal safety.

73. By failing to take reasonable steps to confront the problem of multiple rapes and sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the safety of its passengers, including SSS 16 has breached its duty of reasonable care, and has breached the implied and express covenants arising from its contract with its passengers.

74. The Uber driver who perpetrated the above-described assault, sexual assault, and/or attack on SSS 16 in the course and scope of his employment with Uber and while he was still under Uber’s direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

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

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

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

4. Jane Doe SSS 17

78. On or about October 1, 2021, Plaintiff Jane Doe SSS 17 (“SSS 17”) ordered an Uber through the Uber app to take SSS 17 to her destination safely. Rather than take Plaintiff safely to her destination, the Uber driver began masturbating in the driver’s seat while SSS 17 sat in the passenger seat and proceeded to force SSS 17’s to perform oral sex on Uber driver while Uber driver held down SSS 17’s head. Uber driver then digitally penetrated SSS 17. This depraved and disgusting attack frightened, humiliated, degraded, violated, and robbed SSS 17 of her dignity and personal safety.

79. By failing to take reasonable steps to confront the problem of multiple rapes and sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the safety of its passengers, including SSS 17, has breached its duty of reasonable care, and has breached the implied and express covenants arising from its contract with its passengers.

80. The Uber driver who perpetrated the above-described assault, sexual assault, and/or attack on SSS 17 in the course and scope of his employment with Uber and while he was still under Uber’s direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

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

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82. The Uber driver who assaulted SSS 17 was an agent or employee of Uber, which is a common carrier. His duties were directed at the comfort and protection of passengers in his car, including SSS 1.

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

5. Jane Doe SSS 18

84. In or around September 18, 2021, Plaintiff Jane Doe SSS 18 (“SSS 18”) ordered an Uber through the Uber app to take SSS 18 to her destination safely. Rather than drive SSS 18 safely to her destination, the Uber driver began driving SSS 18 to her destination, stopped the vehicle, and began fondling SSS 18’s thighs while placing his hands on her neck to kiss her while attempting to digitally penetrate and rape her. This disgusting and depraved attack frightened, humiliated, degraded, violated, and robbed SSS 18 of her dignity and personal safety.

85. Rather than take Plaintiff safely to her destination, the Uber driver attempted to rape SSS 18. This depraved and disgusting attack frightened, humiliated, degraded, violated, and robbed SSS 18 of her dignity and personal safety.

86. By failing to take reasonable steps to confront the problem of multiple rapes and sexual assaults of Uber passengers by Uber drivers, Uber has acted in conscious disregard of the safety of its passengers, including SSS 18, has breached its duty of reasonable care, and has breached the implied and express covenants arising from its contract with its passengers.

87. The Uber driver who perpetrated the above-described assault, sexual assault, and/or attack on SSS 18 in the course and scope of his employment with Uber and while he was still under Uber’s direction and control. These acts caused Plaintiff pain and suffering that persists to this day.

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

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94. Given the heightened duty Uber has as a common carrier, to the extent it failed or refused to implement procedures, policies, and app functions that it knew or should have known would prevent assaults such as those suffered by Plaintiffs, as Plaintiffs have alleged herein, Uber is liable for the above-described tortious acts of its drivers, which caused harm to Plaintiffs.

95. Further, the heightened duty Uber has as a common carrier is a non-delegable duty. Under the common law, Uber has a non-delegable duty to safely transport its passengers from the place it picks them up to their destination. This duty cannot be delegated to Uber drivers. When an Uber driver assaults a passenger, Uber is liable for the driver's actions due to its non-delegable duty.

96. Uber drivers are largely nonprofessional, untrained, and use their own vehicles. Uber employs and engages its drivers, including Uber Driver, in traditional at-will relationships, in which:

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

- n. Driving for Uber is not a specialized skill;
- o. Uber’s business model depends on having a large pool of non-professional drivers;
- p. Drivers must abide by a list of regulations to drive for Uber;
- q. Uber requires its drivers to pick up Uber customers on the correct side of the street;
- r. Uber forbids its drivers from talking on their cell phones while the drivers are driving customers;
- s. Uber tracks drivers’ speed and braking and sends drivers reports based on how many times the driver had to brake hard;
- t. Uber drivers are not allowed to ask Uber customers for their contact information;
- u. Drivers who reject too many ride requests risk facing discipline, including suspension or termination;
- v. Consumers give feedback on rides they have taken, and rate drivers on a scale from one to five stars. These ratings are used by Uber to discipline and terminate drivers; and
- w. Such other acts of control that discovery will show.

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

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

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

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

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

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

3 100. Uber actively and publicly markets its transportation services to be safe and reliable
4 services.

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

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

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

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

16 105. Uber advertised, “driving change for women’s safety” on its website to specifically
17 represent and promote women’s safety while using Uber, which states “[s]exual assault and gender-
18 based violence don’t belong anywhere in our communities, which is why Uber is committed to help
19 stop incidents before they happen”.

20 106. In 2015, Uber released a report with Mothers Against Drunk Driving “MADD” that
21 states “The Uber App was created to ensure reliable access to safe rides.” The report states that with
22 Uber, intoxicated persons can find “a safe, reliable ride home” that is “always within reach.”⁵⁹

23 107. The safe image that Uber aggressively cultivates suggests to customers, including
24 Plaintiff, which riding while intoxicated with Uber is safe. Uber does not inform riders, like
25 Plaintiffs, that hailing a ride after drinking puts riders in peril from the drivers themselves. By
26 marketing heavily to young women who have been drinking, and promising safe rides, Uber puts
27 riders in peril.

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⁵⁹ Uber and MADD Report, “More Options. Shifting Mindsets. Driving Better Choices,” January 2015.

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

109. Unfortunately, an Uber driver sexually assaulting a passenger is not an isolated or rare occurrence. A safety report Uber released in December 2019, showed there were thousands of sexual assaults during Uber rides in 2018 alone.⁶⁰ Tony West, Uber’s Chief Legal Officer, said in response to that report, the “numbers are jarring and hard to digest.”⁶¹

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

111. Uber has also provided inadequate background checks and screening of its drivers. Among other things, it does not fingerprint its drivers, it does not run the applicant drivers against all available public databases, and it does not do international background checks.

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

113. Uber has successfully persuaded lawmakers in several states, including California, to keep background check requirements for its drivers limited.

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

115. Even where authorized to do so, Uber generally does not perform driver background checks and instead outsource the checks to a third-party vendor that often limits the extent of its background check and that does not verify the information provided by the applicant is accurate or complete. The turnaround time for an Uber background check is often under 36 hours.

⁶⁰ New York Times, “Uber says 3,045 sexual assaults were reported in U.S. rides last year,” December 5, 2019.

⁶¹ *Id.*

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

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

118. Unfortunately, an Uber driver sexually assaulting a passenger is not an isolated or rare occurrence. A safety report Uber released in December 2019, showed there were thousands of sexual assaults during Uber rides in 2018 alone.⁶² Tony West, Uber’s Chief Legal Officer, said in response to that report, the “numbers are jarring and hard to digest.”⁶³

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⁶² New York Times, “Uber says 3,045 sexual assaults were reported in U.S. rides last year,” December 5, 2019.

⁶³ *Id.*

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

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

DELAYED DISCOVERY AND FRAUDULENT CONCEALMENT

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

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

129. A reasonable investigation by Plaintiffs at the time of their sexual assault would not have revealed the factual basis of their causes of action against Uber. This is because Uber, through marketing and more, took actions to conceal that its drivers regularly and frequently assaulted women. This is also because Uber has publicly claimed that it does not control its drivers and that its drivers are not Uber employees. As such, despite reasonable diligence, Plaintiffs were unable to discover Uber’s negligent or wrongful conduct, which brought about or contributed to bringing about the sexual assault suffered.

130. Furthermore, the running of any statute of limitations has been equitably tolled by reason of Uber’s intentional representations and fraudulent concealment and conduct.

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

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

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

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

CAUSES OF ACTION

COUNT ONE– GENERAL NEGLIGENCE

(As to all Plaintiffs)

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

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

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

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

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

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

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

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

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

1 144. Uber does not have a consistent, reliable system for addressing passenger reports of
2 sexual assault by its drivers and continues to let dangerous predators drive for and earn money for
3 Uber.

4 145. For the above reasons and others, Uber breached its duty of reasonable care to
5 Plaintiffs.

6 146. As a legal and direct result of Uber’s aforementioned conduct and omissions,
7 Plaintiffs were kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked,
8 harassed, and/or otherwise attacked by an Uber Driver, which humiliated, degraded, violated, and
9 robbed Plaintiffs of their dignity and personal safety. The assaults on Plaintiffs caused them to suffer
10 psychological and physical harm from which some or all may never fully recover.

11 147. As a direct and legal result of Uber’s general negligence, Plaintiffs suffered damages,
12 both economic and general, non-economic damages, according to proof.

13 **COUNT TWO – NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

14 *(As to all Plaintiffs)*

15 148. Plaintiffs hereby incorporate by reference the preceding causes of action and factual
16 allegations.

17 149. Uber engaged and retained or otherwise employed Uber drivers who sexually
18 assaulted, stalked, harassed, kidnapped, physically assaulted, raped, and/or otherwise attacked
19 Plaintiffs as described above.

20 150. Uber did not interview, check the references of, provide training to, or advise the
21 Uber drivers of any anti-sexual assault policies when hiring them. Uber had no reasonable basis for
22 believing Uber drivers in general were fit to drive vulnerable women around, particularly at night,
23 and failed to use reasonable care in determining whether each driver was fit for the task. Uber
24 should have known of the unfitness of the Uber drivers involved in the assaults described herein but
25 failed to use reasonable care to discover their unfitness and incompetence.

26 151. Despite failing to reasonably endeavor to investigate the incompetence of Uber
27 drivers, including the ones who harmed Plaintiffs, for transporting vulnerable and or intoxicated
28 women late at night in a moving vehicle, Uber hired said drivers to do exactly that.

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

153. Uber failed to employ measures to adequately supervise its drivers.

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

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

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

157. Because of the Uber drivers’ unfitness to perform the task of transporting Plaintiffs, Plaintiffs were sexually assaulted, harassed, sexually battered, raped, falsely imprisoned, and/or otherwise attacked which humiliated, degraded, violated, and robbed Plaintiffs of their dignity and personal safety.

158. Uber’s negligence in hiring, retaining, and or supervising Uber drivers, including the drivers who harmed Plaintiffs, caused Plaintiffs to be kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by their Uber drivers, which humiliated, degraded, violated, and robbed Plaintiffs of their dignity and personal safety. The depraved attacks on Plaintiffs caused Plaintiffs to suffer both physical and or psychological harm from which some may never fully recover.

159. As a direct and legal result of Defendants’ negligent supervision, hiring, and retention of Uber drivers, including the drivers who harmed Plaintiffs, Plaintiffs have suffered damages, both economic and general, non-economic damages according to proof.

COUNT THREE – COMMON CARRIER NEGLIGENCE

(As to all Plaintiffs)

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3 160. Plaintiffs hereby incorporate by reference the preceding causes of action and factual
4 allegations.

5 161. At the time Plaintiffs were falsely imprisoned and sexually assaulted, Uber was a
6 common carrier as it provided transportation to the general public.

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

14 163. As a common carrier, Uber must carry its passengers, including Plaintiffs, safely.

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

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

21 166. Despite complaints to Uber of sexual assaults committed by Uber drivers and
22 lawsuits against Uber for sexual assault, Uber has failed to implement safety precautions that would
23 adequately address its sexual assault problem.

24 167. Uber does not provide a consistent and reliable way for passengers to report sexual
25 abuse and rape.

26 168. Uber does not warn passengers of the dangers of riding with Uber and fails to warn
27 passengers of past complaints regarding Uber drivers.

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

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

171. Uber has not exercised reasonable care to protect its passengers from harassment, assault, and rape by Uber’s drivers.

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

173. Uber failed to safely transport Plaintiffs.

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

175. Uber failed to take reasonable precautions to protect its vulnerable female passengers, including Plaintiffs, from the foreseeable and known risk of sexual assault, harassment and/or rape by its drivers. If Uber had used the highest degree of care, Uber could have prevented or reduced the likelihood of the sexual assault of its passengers, including Plaintiffs.

176. As a legal and direct result of the aforementioned conduct and omissions of Uber, Plaintiffs were kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked by an Uber driver, which humiliated, degraded, violated, and robbed Plaintiffs of their dignity and personal safety. The depraved attack on Plaintiffs caused Plaintiffs to suffer both physical and or psychological harm from which some or all may never fully recover.

177. As a direct and legal result of Uber’s negligence as a common carrier, Plaintiffs have suffered damages, both economic and general, non-economic damages according to proof.

COUNT FOUR – NEGLIGENT FAILURE TO WARN

(As to all Plaintiffs)

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

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

3 180. In operating its business, Uber knew and had reason to know that its passengers were
4 at risk of sexual assault and abuse by Uber’s drivers since at least 2014. Since then, Uber has
5 received frequent passenger complaints about driver misbehavior, has been notified of police
6 investigations of drivers’ criminal conduct while acting within their capacity as Uber drivers, and
7 has been the subject of numerous civil suits alleging the sexual harassment and sexual assault of
8 Uber’s passengers by Uber’s drivers.

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

14 182. Uber itself represented to its passengers that riding with Uber is safe, implying it is
15 free of risk from sexual assault.

16 183. Uber did not warn that its criminal background checks of Uber drivers were limited,
17 nor did it warn that it sometimes allows drivers to continue driving for Uber even after a passenger
18 report to Uber she was sexually assaulted.

19 184. Uber had reason to know that passengers would be unaware of the risk of sexual
20 assault by Uber drivers.

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

25 186. Plaintiffs would not have ridden alone in an Uber had Uber provided an adequate
26 warning regarding the risk of being kidnapped, sexually assaulted, sexually battered, raped, falsely
27 imprisoned, stalked, harassed, and/or otherwise attacked by an Uber driver.

28 187. As a legal and direct result of Uber’s aforementioned conduct and omissions,
Plaintiffs were kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked,

1 harassed, and/or otherwise attacked by an Uber driver, which humiliated, degraded, violated, and
2 robbed Plaintiffs of their dignity and personal safety. The depraved attacks on Plaintiffs caused
3 Plaintiffs to suffer both physical and or psychological harm from which some or all may never fully
4 recover.

5 188. As a direct and legal result of Defendants' negligent failure to warn, Plaintiffs have
6 suffered damages, both economic and general, non-economic damages, according to proof.

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8 **COUNT FIVE – VICARIOUS LIABILITY/**

9 **LIABILITY FOR THE TORTS OF UBER'S DRIVERS**

10 *(As to all Plaintiffs)*

11 189. Plaintiffs hereby incorporate by reference the preceding causes of action and factual
12 allegations.

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

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

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

26 193. Uber drivers are employees and agents of Uber. Uber reserves the right to control
27 the activities of Uber drivers. Uber controls the prices charged to customers, controls contact with
28 the customer base, controls the ability of a driver to see where he will be driving before he accepts
a ride, and reserves the right to terminate drivers with or without cause.

1 194. The kidnapping, sexually assault, sexually battery, rape, falsely imprisonment,
2 stalking, harassment, and/or other attack Plaintiffs suffered was perpetrated by Uber Drivers within
3 the scope of their employment and authority. The kidnapping, sexual assault and/or rape of
4 intoxicated and unaccompanied women who have been placed in an improperly screened Uber
5 driver's car with little to no supervision is incidental to and a foreseeable result of the act of
6 transporting passengers.

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

10 196. The doctrine of nondelegable duty recognizes that for public policy reasons, certain
11 duties cannot be delegated to a third party. It operates to ensure that when a harm occurs the injured
12 party will be compensated by the party whose activity caused the harm and who may therefore
13 properly be held liable for the acts of his agent, whether the agent was an employee or an
14 independent contractor. The doctrine recognizes that an entity may not delegate its duties to a
15 contractor in order to evade its own responsibilities. This is especially so when allowing delegation
16 would incentivize the employers to hire incompetent contractors in order to further the employer's
17 pecuniary interests.⁶⁴

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

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

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28 ⁶⁴ See, for example, *Barry v. Raskov* (Ct. App. 1991) 232 Cal. App. 3d 447, 454, where the court recognized that allowing a 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.

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

200. By allowing Uber drivers to represent Uber’s business, Uber creates the impression that its drivers, including Uber Driver, were Uber’s employees and/or agents.

201. Plaintiffs reasonably believed that their Uber driver was an employee or agent of Uber, and, relying on this belief, got in a vehicle with him in exchange for a fee and suffered harm as a result of their contact with the driver.

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

203. As a direct and legal result of the Uber driver’s tortious conduct, Plaintiffs were kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked which humiliated, degraded, violated, and robbed Plaintiffs of their dignity and personal safety. The depraved attacks on Plaintiffs caused Plaintiffs to suffer both physical and psychological harm from which some or all may never fully recover.

204. As a direct and legal result of Uber Drivers’ tortious conduct for which Uber is legally liable, Plaintiffs have suffered economic and general, non-economic damages according to proof.

COUNT SIX – VICARIOUS LIABILITY FOR SEXUAL ASSAULT

(As to all Plaintiffs)

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

206. At the times each Plaintiff was sexually assaulted, the Uber Driver involved intended to cause harmful and offensive contact with Plaintiffs and Plaintiffs were in reasonable apprehension of imminent, harmful, and offensive contact. The Uber drivers involved in each assault intentionally and recklessly did acts which placed Plaintiffs in apprehension of imminent harm, including being sexual assaulted, battered and/ or raped.

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213. As a result of the respective Uber Driver’s sexual battery of the above-listed Plaintiffs, which occurred while in the course and scope of Uber drivers’ employment, Plaintiffs were humiliated, degraded, violated, and robbed of their dignity and personal safety. The depraved attacks on Plaintiffs caused Plaintiffs to suffer both physical and psychological harm from which some or all may never fully recover.

214. As a legal result of the sexual battery committed by the Uber driver involved in each instance, and Uber’s liability and vicarious liability for the same, Plaintiffs have suffered damages, both economic and general, non-economic damages according to proof.

COUNT EIGHT– FALSE IMPRISONMENT

(As to all Plaintiffs)

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

216. At the time of the Uber rides and accompanying sexual assaults, the above-listed Plaintiffs were held against their will by force and were physically prevented from escaping.

217. As such, said Plaintiffs were falsely imprisoned in violation of their rights.

218. As a legal result of each respected Uber driver’s false imprisonment, which occurred while in the course and scope of his employment, Plaintiffs were robbed of their dignity and personal safety. The false imprisonment of Plaintiffs caused Plaintiffs to suffer psychological harm from which some may never fully recover.

219. As a legal result of the Uber drivers’ false imprisonment of Plaintiffs and Uber’s liability and vicarious liability for the same, Plaintiffs have suffered damages, both economic and general, non-economic damages according to proof.

COUNT NINE– INTENTIONAL MISREPRESENTATION

(As to all Plaintiffs)

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

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221. At the time Plaintiffs were kidnapped, sexually assaulted, sexually battered, falsely imprisoned, stalked, harassed, and/or otherwise attacked, they had downloaded the Uber application and had an account with Uber.

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

223. Uber made intentional misrepresentations of fact to all users of the Uber app, including Plaintiffs, which were known by Uber to be false including the false statements Uber made, stating it would provide Plaintiffs with a safe ride to their destinations.

224. These representations regarding safety were made to Uber customers, including Plaintiffs, through periodic emails Uber sent to its customers, social media advertisements, and Uber's own website and app. Plaintiffs relied upon several advertisements and statements wherein Uber proclaimed it would provide a safe ride. Plaintiffs read Uber's self-promoting statements regarding safety both before and after Plaintiffs were sexually assaulted, harassed, sexually battered, falsely imprisoned, and/or otherwise attacked by their Uber drivers.

225. Prioritizing profits over passenger safety, Uber made these intentional misrepresentations of material fact to induce women, including Plaintiffs, into using Uber's services.

226. Uber made these representations to Plaintiffs and the general public despite knowing it had chosen not to take the measures necessary to provide a safe ride to her intended destination and as a result, continued sexual assault of its passengers by its drivers was a foreseeable occurrence.

227. Uber made these representations to induce women, like Plaintiffs, into using Uber's services and to derive profit from women like Plaintiffs.

228. In ordering and getting into an Uber vehicle, Plaintiffs reasonably relied on Uber's representations that it would get them safely to their destination.

229. In trusting and relying on Uber's representations, Plaintiffs were placed in a uniquely vulnerable position that was taken advantage of by Uber drivers who kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or otherwise attacked Plaintiffs.

1 kidnapped, sexually assaulted, sexually battered, raped, falsely imprisoned, stalked, harassed, and/or
2 otherwise attacked Plaintiffs.

3 240. As a legal result of Uber’s aforementioned conduct, Plaintiffs were sexually
4 assaulted, harassed, sexually battered, raped, falsely imprisoned, stalked, kidnapped, and/or
5 otherwise attacked by their Uber driver, which humiliated, degraded, violated, and robbed them of
6 their dignity and personal safety. The depraved attacks on Plaintiffs caused them to suffer both
7 physical and psychological harm from which some may never fully recover.

8 241. As a legal result of Uber’s negligent misrepresentations, Plaintiffs have suffered
9 damages, both economic and general, non-economic damages according to proof.

10 **COUNT ELEVEN – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
11 *(As to all Plaintiffs)*

12 242. Plaintiffs hereby incorporate by reference the preceding causes of action and factual
13 allegations.

14 243. For several years prior to each Plaintiff being sexually assaulted by an Uber driver,
15 Uber was fully aware that other female passengers had been sexually assaulted and raped by Uber
16 drivers. Since at least 2014, Uber has received frequent passenger complaints about driver
17 misbehavior, has been notified of police investigations of the criminal conduct of drivers acting
18 within their capacity as Uber drivers, and has been the subject of numerous civil suits alleging the
19 sexual harassment and sexual assault of Uber’s passengers by Uber’s drivers.

20 244. Uber made a conscious decision not to implement procedures that would effectively
21 screen its drivers and monitor its drivers to identify and terminate drivers who were sexual predators.

22 245. Safety precautions such as enhanced background checks, biometric fingerprinting,
23 job interviews, electronic monitoring systems, warnings to passengers of the dangers of being
24 attacked by Uber drivers, and cooperation with law enforcement when a driver attacks a passenger
25 would have cost Uber money and reputational damage. Because of this, Uber decided not to
26 implement such precautions and instead continues to place its passengers at greater risk of sexual
27 assault and rape by Uber’s own drivers.

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1 **COUNT THIRTEEN – STRICT PRODUCT LIABILITY BASED ON DESIGN DEFECT**
2 **OF THE UBER APP AND FAILURE OF THE UBER APP TO MEET MINIMUM**
3 **REASONABLE CONSUMER SAFETY EXPECTATIONS**

4 *(As to all Plaintiffs)*

5 253. Plaintiffs hereby incorporate by reference the preceding causes of action and factual
6 allegations.

7 254. Uber manufactured and distributed the Uber App.

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

11 256. The Uber App did not include safety features such as a GPS tracking system that
12 would alert Uber, to the early termination of a ride, substantial deviation from the intended route, or
13 a passenger continuing to travel in the Uber vehicle after the driver ended the ride in the app. It also
14 did not include the automatic activation of the camera in drivers’ smart phones when a ride is in
15 progress.

16 257. The Uber App also failed to communicate with Plaintiffs a true expectation of the
17 lack of safety in using Uber.

18 258. These flaws in the design of the Uber App, were a substantial factor in causing harm
19 to the Plaintiffs, which included being kidnapped, sexually assaulted, sexually battered, raped,
20 falsely imprisoned, stalked, harassed, and/or otherwise attacked by Uber Driver, which humiliated,
21 degraded, violated, and robbed Plaintiffs of their dignity and personal safety. The depraved attacks
22 on Plaintiffs caused Plaintiffs to suffer physical and or psychological harm from which they may
23 never fully recover.

24 259. As a legal result of Uber’s aforementioned acts and omissions, Plaintiffs have
25 suffered damages, both economic and general, non-economic damages, according to proof.
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1 **COUNT FOURTEEN – STRICT PRODUCT LIABILITY BASED ON FAILURE TO**
2 **WARN OF THE RISKS POSED BY THE UBER RIDESHARING APP**

3 *(As to all Plaintiffs)*

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

6 261. Uber manufactured and distributed the Uber App.

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

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

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

15 265. Defendant Uber failed to adequately warn consumers, including Plaintiffs, of these
16 potential risks.

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

24 267. As a legal result of Uber’s aforementioned acts and omissions, Plaintiffs have
25 suffered damages, both economic and general, non-economic damages according to proof.
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PUNITIVE DAMAGES

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2 268. Plaintiffs hereby incorporate by reference the preceding causes of action and factual
3 allegations.

4 269. As stated above, Uber knew that it faced an ongoing problem of sexual predators
5 driving for Uber and assaulting its passengers. As early as 2014 Uber knew that its drivers were
6 sexually assaulting female passengers. Since 2014, Uber has received frequent passenger complaints
7 about driver sexual misconduct, including sexual assault and rape, it has been notified of police
8 investigations of the criminal sexual conduct of drivers acting within their capacity as Uber drivers,
9 and it has been the subject of numerous civil suits alleging the sexual harassment and sexual assault
10 of Uber’s passengers by Uber’s drivers.

11 270. Nevertheless, even though Uber was fully aware of its sexual predator problem it
12 failed to take safety precautions to protect its passengers.

13 271. Even after Uber was aware some Uber drivers were using driving for Uber as an
14 opportunity to get unsuspecting women into their vehicle and to sexually assault them, Uber and its
15 executing officers made the conscious decision not to implement more thorough vet its drivers
16 before and after hiring them.

17 272. The decision not to implement more thorough and persistent background checks was
18 driven by Uber Executives desire for rapid expansion and increased profits, because the more drivers
19 driving for Uber, the more money there was to be made.

20 273. Prioritizing profits over safety, Uber and its executive officers also made the
21 conscious decision not to warn its customers/users of the risk of being sexually assaulted even after
22 they were fully aware of this risk.

23 274. Safety precautions such as enhanced background checks, biometric fingerprinting,
24 job interviews, electronic monitoring systems, ongoing monitoring of Uber drivers and rides through
25 available technology including cameras and GPS; a zero tolerance policy for drivers who deviate
26 from expected behavior by leaving the vehicle with passengers, or by deviating substantially from
27 the assigned route, a warning system for when a driver significantly deviates from the intended route
28 or prematurely terminates a ride, a system for checking in with and verifying a passenger’s safety
when a driver prematurely terminates a ride or significantly deviates from the intended route ; a

1 zero-tolerance program for sexual assault and guidelines mandating immediate termination; a zero
2 tolerance policy for fraternizing with passengers, creating and instituting a system encouraging
3 customer reporting; and adequate monitoring of customer complaints by well-trained and effective
4 customer service representatives, warnings to passengers of the dangers of being attacked by Uber
5 drivers, and cooperation with law enforcement when a driver attacks a passenger would have cost
6 Uber money and reputational damage. Because of this, Uber, at the direction of its corporate
7 officers, decided not to implement such precautions and instead has continued to place its passengers
8 at greater risk of kidnapping, sexual assault, rape, and exploitation by Uber’s own drivers.

9 275. Prioritizing profits over passenger safety, Uber and its executive officers acted, and
10 continues to act, recklessly and in knowing, conscious disregard of the safety of its passengers,
11 including that of Plaintiffs, and the public.

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

16 277. The depraved attack on Plaintiffs caused Plaintiffs to suffer serious emotional
17 distress as well as physical and or psychological harm from which she may never fully recover.

18 278. As a result of Uber’s misconduct as stated above, Plaintiffs pray for exemplary
19 damages to punish Uber for its misconduct and to deter future misconduct.

20 **PRAYER FOR RELIEF**

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

- 24 a. For special damages, according to proof;
- 25 b. For past and future general damages, including physical pain, mental anguish,
26 disfigurement and physical impairment, according to proof;
- 27 c. For past and future lost earnings and/or earning capacity, according to proof;
- 28 d. For medical expenses, past and future, according to proof;

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- e. For punitive and exemplary damages, according to proof;
- f. For prejudgment interest from the date of each Plaintiffs' respective incidents to the date of judgment, as provided by law, according to proof at the time of trial;
- g. For costs of litigation incurred herein;
- h. For attorney's fees;
- i. For such other and further relief as this court may deem just and proper.

Dated: July 13, 2022

SLATER SLATER SCHULMAN LLP



By: _____
Michael W. Carney
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues so triable.

Dated: July 13, 2022

SLATER SLATER SCHULMAN LLP



By: _____
Michael W. Carney
Attorneys for Plaintiffs