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ENDORSED
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San Francisco County Superior Court

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Deputy Clerk

7 *Attorneys for Plaintiff*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN FRANCISCO**

10 ALISON TURKOS, an individual,

11 Plaintiff,

12 v.

13 LYFT, INC.; a Delaware Corporation; and
DOES 1 through 50, Inclusive,

14 Defendants.

Case No. CGC-19-579280

**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 FOR ASSAULT
WITH A DEADLY WEAPON, SEXUAL
ASSAULT, AND SEXUAL BATTERY**
6. **VICARIOUS LIABILITY FOR HUMAN
TRAFFICKING**
7. **VICARIOUS LIABILITY FOR FALSE
IMPRISONMENT**
8. **INTENTIONAL MISREPRESENTATION**
9. **NEGLIGENT MISREPRESENTATION**
10. **NEGLIGENT INFLECTION OF
EMOTIONAL DISTRESS**
11. **BREACH OF CONTRACT**

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26 ALISON TURKOS ("Plaintiff") alleges causes of action against LYFT, INC. ("LYFT"), a
27 corporation with its principal place of business in San Francisco, California, and DOES 1 through
28 50, inclusive, and each of them, and complains and alleges as follows:

BY FAX

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1 **FACTUAL OVERVIEW OF ALLEGATIONS**

2 1. LYFT is a transportation company headquartered in San Francisco, California and
3 is one of the fastest growing companies in the United States. At least as early as 2015, LYFT
4 became aware that LYFT drivers were sexually assaulting and raping female passengers. Since
5 2015, sexual predators driving for LYFT have continued to assault and rape LYFT’s female
6 passengers. For four years, LYFT has known of the ongoing sexual assaults and rapes by LYFT
7 drivers upon LYFT passengers. Complaints to LYFT by female passengers who have been
8 attacked by LYFT drivers, combined with subsequent criminal investigations by law enforcement,
9 clearly establish that LYFT has been fully aware of these continuing attacks by sexual predators
10 driving for LYFT.

11 2. LYFT’s response to this sexual predator crisis amongst LYFT drivers has been
12 appallingly inadequate. LYFT continues to hire drivers without performing adequate background
13 checks. LYFT continues to allow culpable drivers to keep driving for LYFT. And, perhaps most
14 importantly, LYFT has failed to adopt and implement reasonable driver monitoring procedures
15 designed to protect the safety of its passengers. As a consequence, LYFT passengers continue to
16 be victims of sexual assaults and rapes by LYFT drivers.

17 3. Late one evening in [REDACTED] 2017¹, Plaintiff ALISON TURKOS was kidnapped
18 at gunpoint by her LYFT driver, driven across state lines to an isolated park, and subjected to a
19 brutal gang rape by the LYFT driver and two other men who cheered each other on and high fived
20 each other as they took turns raping Ms. TURKOS. Plaintiff reported to LYFT that her driver had
21 taken her 80 minutes outside of her route and across state lines. A rape kit was performed on
22 ALISON two days after the attack, confirming evidence of semen from two men on the clothing
23 ALISON wore the night she was kidnapped and gang raped. The rape was reported to the police
24 and the investigation was eventually transferred to the Federal Bureau of Investigation. These
25 events have had a devastating effect on Plaintiff. The trauma of the kidnapping and rape caused
26

27 ¹ Due to an ongoing criminal investigation, law enforcement has requested that certain
28 information, such as the date of the attack, be kept confidential. LYFT’s counsel has been notified
of the date of the incident.

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1 and continues to cause excruciating pain and suffering and has had a catastrophic impact on
2 ALISON's life and well-being. Unfortunately, there have been many other sexual assault victims
3 who, like Plaintiff, have been attacked and traumatized after simply contracting with LYFT for a
4 safe ride home.

5 4. Passengers pay LYFT a fee in exchange for safe passage to their destination.
6 LYFT's public representations state that "safety is our top priority" and "it is our goal to make
7 every ride safe, comfortable and reliable." Sadly, LYFT's priority is not passenger safety. Profits
8 are LYFT's priority. As a result, Plaintiff and other female passengers continue to be attacked by
9 sexual predators driving for LYFT.

10 5. When faced with this sexual predator crisis, there are a number of potential safety
11 procedures that a reasonable transportation company would implement in order to address this
12 dangerous situation. Yet, LYFT corporate management has failed to implement the most obvious
13 and straightforward safety procedures in order to address the growing problem of sexual assault by
14 those LYFT drivers who are sexual predators.

15 6. Corporate decision-making with respect to passenger safety issues is centered at
16 LYFT's corporate headquarters in San Francisco. Decisions with respect to the vetting of LYFT
17 drivers and the supervision of LYFT driver's *vis a vis* the safety of its passengers are made and
18 implemented in its San Francisco headquarters. LYFT's contract with LYFT customers specifies
19 that the agreement should be governed by California law.

20 **INADEQUATE SAFETY PRECAUTIONS AND INADEQUATE SCREENING**

21 7. Even today, the hiring of LYFT drivers occurs without any real screening.
22 Potential drivers merely fill out a form online. There is no interview either in person or through
23 online platforms such as Skype. There is no adequate background check and no biometric
24 fingerprinting. Almost all online applicants become drivers. Once a LYFT applicant becomes a
25 driver, LYFT fails to utilize its own technology, including in-car cameras and GPS tracking, to
26 ensure that drivers keep the camera running during the entire ride and that the driver remains on
27 course to the passenger's destination. LYFT knows or should know, that many assaults occur
28 when drivers deviate from the route to the requested destination or when the driver ends the ride or

1 turns off the app before the passenger destination is reached. Yet LYFT does not use the
2 technology it has available to it to check in with passengers if the driver deviates from the
3 intended route or ends the ride before the passenger reaches their destination. LYFT does not
4 have a zero-tolerance policy for sexual misconduct and has allowed drivers who have been
5 reported for misconduct to continue driving. LYFT does not require non-harassment training, nor
6 does it adequately investigate or address passenger complaints of sexually inappropriate behavior
7 or serious sexual assaults. Shockingly, a chatroom of rideshare drivers exists where they openly
8 discuss and brag about the access that they have to “hot” young women. Notwithstanding LYFT’s
9 history of hiring sexual predators who have assaulted LYFT passengers, and notwithstanding the
10 obvious and open subculture of LYFT drivers who harbor a sexual motivation for driving young
11 female passengers, LYFT does nothing to warn its female passengers about this very serious and
12 real danger.

13 LYFT’S FINANCIAL MODEL

14 8. The key to LYFT’s business model is getting as many new LYFT drivers on the
15 road as possible. The more drivers, the more rides, the more money LYFT makes. Unfortunately,
16 more careful screening and supervision would result in fewer drivers and lower profits.

17 9. LYFT also has a high turnover among its drivers because they are not well paid and
18 often move on to other jobs. As a result, and in order to keep the number of drivers on the road at
19 a maximum level, LYFT’s business model is designed to accept as many new drivers as possible
20 and to keep as many existing drivers working for LYFT as possible. Unfortunately, LYFT
21 prioritizes profits over passenger safety. That is why LYFT corporate management has made
22 deliberate decisions to adopt inadequate initial screening procedures, inadequate safety
23 monitoring, and has failed to warn passengers of the dangers of riding with LYFT.

24 LYFT’S CONTROL OVER ITS DRIVERS

25 10. LYFT exercises significant control over its drivers. LYFT executives set all of the
26 fare rates. Drivers have no input on the fares charged and no ability to negotiate fares with
27 customers. Fees are standardized based on mileage and or ride time, similar to taxis.

28 11. LYFT collects a percentage fee for every ride. LYFT does not charge drivers a fee

1 to become a LYFT driver and LYFT does not charge drivers to use the LYFT App.

2 12. LYFT drivers are prohibited from answering passenger inquiries about booking
3 rides outside of the LYFT App.

4 13. LYFT has the power to terminate drivers with or without cause.

5 14. LYFT drivers are expected to accept all ride requests while they are logged into the
6 App. Drivers who reject or cancel too many ride requests risk facing discipline, including
7 suspension or termination.

8 15. LYFT provides its drivers with and requires them to use and display LYFT
9 branding materials in order to make their drivers easily identifiable as LYFT drivers.

10 16. LYFT also allows for passengers to provide comments to LYFT regarding their
11 experience with LYFT DRIVER. These comments are not shared with other passengers.
12 Passengers are not provided with any information regarding their driver other than a photograph,
13 and other basic information about the car. Passengers are not informed about prior complaints
14 concerning particular drivers.

15 17. Within the app, LYFT does not tell passengers whether their comments regarding
16 drivers are shared with drivers, resulting in a ride share culture where passengers are fearful that
17 giving honest negative feedback could negatively impact their passenger star rating – or result in
18 retaliation from the driver.

19 **NO MONITORING OF RIDES**

20 18. Given LYFT’s knowledge of the sexual assaults and rapes of its passengers by
21 LYFT drivers, the company should have implemented a monitoring system in order to protect its
22 passengers. As a technology company with access to a state-of-the-art in-app tracking system, as
23 well as a camera within the required mobile device, LYFT could take the following steps towards
24 the elimination of the sexual assaults by LYFT drivers:

- 25
- 26 • Adopt a zero-tolerance policy for improper conduct that drivers are required
27 to agree to before being allowed to drive;
 - 28 • Maintain a surveillance camera and rules requiring its continuing operation
during all rides and have footage saved and accessible for download for up

1 to 72 hours after each ride;

- 2 • Inform drivers that if they turn off the surveillance system during a LYFT
- 3 ride, they will never drive for LYFT again;
- 4 • Inform their drivers that they may not leave the car and accompany a
- 5 passenger to their home or to any other location outside the vehicle, other
- 6 than to provide temporary and time-limited assistance to a passenger;
- 7 • Modify the functionality of the app so that LYFT can determine
- 8 immediately if a driver deviates from these protocols; and
- 9 • Monitor rides and implement a system whereby passengers are required to
- 10 confirm their intention to terminate a ride before reaching their destination;
- 11 • Monitor rides and implement a system whereby passengers are required to
- 12 confirm their intention to change their destination or their intention to
- 13 deviate significantly from the assigned route.

14 19. The ongoing sexual attacks by LYFT drivers are and have long been known to
15 LYFT. Prior to Plaintiff's kidnapping and rape, LYFT had known that a consequence of its
16 business model has been exposing women, who were using the business for a safe ride home to
17 drivers who may take advantage of their vulnerable position. Despite being a company that holds
18 itself out to the public as being engaged in the safe transportation of its passengers from place to
19 place for compensation, LYFT has failed to take any reasonable precautions to attempt to prevent
20 harm to its passengers.

21 20. At the time of the actions alleged in this complaint LYFT was aware of the
22 established occurrence of its drivers sexually assaulting its female passengers but failed to take
23 any reasonable action to protect its passengers from these assaults and violations.

24 **MISREPRESENTATIONS AS TO SAFETY**

25 21. In addition to inadequate background check procedures, LYFT affirmatively induces
26 passengers, particularly young, unaccompanied, intoxicated, and/or vulnerable women, to use its
27 services with the expectation of safety, while LYFT simultaneously knows that sexual abuse of its
28 passengers has been prevalent.

1 22. In February 2015, LYFT’s website posted a blog post announcing it had partnered
2 with It’s On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft
3 passengers during the Spring Break season, “making it easier to get a safe ride home even if
4 you’re in a new city.” In November 2016, LYFT’s website posted a blog post entitled “Get Home
5 Safely with Lyft,” again touting its partnership with It’s On Us, and offering college students free
6 LYFT rides so that they “don’t need to worry about finding a safe ride after going out.” The
7 insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault.
8 Nowhere on LYFT’s website does LYFT discuss the occurrence or risk of sexual assault by
9 LYFT’s drivers. As a result, many women, like Plaintiff, enter LYFT cars unaccompanied and
10 after drinking with the expectation that they will not be harassed, propositioned, kidnapped,
11 attacked, stalked, raped, or worse, by LYFT’s drivers.

12 23. Further, LYFT does not report statistics about sexual harassment or sexual assault
13 by its drivers. LYFT does not disclose its policies or procedures on dealing with sexual assault by
14 its drivers. LYFT does not properly train its customer service representatives on how to deal with
15 serious allegations of driver misconduct. As a result, passengers who report sexual abuse by a
16 driver have been later matched with the same driver, and dangerous drivers continue to drive with
17 LYFT and assault passengers while LYFT profits from their actions.

18 24. LYFT actively resisted and continues to resist law enforcement’s efforts to
19 investigate the crimes of the LYFT driver who kidnapped ALISON at gunpoint and facilitated her
20 gang rape. Upon information and belief, after Plaintiff reported this driver to LYFT and law
21 enforcement contacted LYFT about this driver in relation to an investigation of Plaintiff’s
22 allegations of kidnapping, human trafficking and rape, LYFT continued to allow this driver to
23 continue driving for LYFT under a different name, endangering the safety of countless
24 unsuspecting passengers.

25 25. In short, LYFT fails to follow reasonable safety procedures and intentionally
26 induces passengers to use LYFT’s services while in a vulnerable state. As a result, Plaintiff and
27 women like her are attacked, sexually assaulted, and raped by LYFT’s drivers.

28 ////

LYFT'S BACKGROUND CHECKS

1
2 26. LYFT relies on a quick, name-based background check process to screen its
3 applicant drivers and has continuously refused to adopt an industry-standard, fingerprint-based
4 background check qualification process.

5 27. LYFT's background check process requires drivers to submit personal identifiers
6 (driver's license and social security number) through an online webpage. LYFT, in turn, provides
7 this information to third party vendors to perform a basic, name-based background check.

8 28. Neither LYFT nor the third-party vendors it uses for background checks verifies
9 that the information provided by applicants is accurate or complete. The turnaround time for a
10 LYFT background check is typically between 3-5 days.

11 29. The difference between name-based background checks and fingerprint-based
12 background checks is significant. While a name-based background check searches the applicant's
13 reported name against various databases and compares records that have the same name, a
14 fingerprint-based background check (or biometric check) uses the fingerprints of the individual to
15 match against a law enforcement database, comparing records that have the same print, even if the
16 names are different.

17 30. For example, most prospective taxi drivers are required by the taxicab companies to
18 undergo criminal background checks that require the driver to submit fingerprints through a
19 technology called "Live Scan." The fingerprint images are used to automatically search against all
20 other fingerprint images in government criminal record databases, including databases maintained
21 by state law enforcement and the Federal Bureau of Investigation (FBI). The FBI's database
22 includes criminal record information from all 50 states, including sex offender registries. If a
23 person has a criminal history anywhere in the U.S., it will register as a match.

24 31. Fingerprints are not only a highly accurate way to confirm an individual's identity,
25 they are also universally used among state and federal government agencies. This allows for the
26 highest levels of information-sharing among all relevant agencies – an element that is lacking
27 when fingerprints are not used to verify identities.

28 32. Because of the unique identifying characteristics of fingerprints, the Live Scan

1 process provides assurance that the person whose criminal history has been run is, in fact, the
2 applicant. This would ensure that a convicted rapist or sexual predator could not use a false
3 identification to become a LYFT driver.

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

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

17 35. LYFT has refused to adopt fingerprint-based biometric checks and has in fact spent
18 millions of dollars lobbying against local regulations requiring these checks.

19 36. Despite advertising to passengers that "Your safety is important" and "Safety is our
20 top priority," LYFT's background check process is designed for speed, not safety. In refusing to
21 adopt reasonable safety procedures, LYFT makes clear that its priority is profit, not passenger
22 safety.

23 **THE ATTACK UPON PLAINTIFF**

24 37. Late one night in [REDACTED] 2017, Plaintiff ALISON TURKOS ordered a ride using
25 the LYFT app in order to get safely home.

26 38. The LYFT application assigned the ride to Raggie ("LYFT DRIVER"), who
27 kidnapped ALISON at gunpoint and drove her across state lines to a park, where at least two men
28 raped ALISON repeated for twenty-two minutes. ALISON remembers the men cheering and high

1 fiving each other as they continued to rape her. Their attack was so brutal that the next day
2 ALISON experienced severe vaginal pain and bleeding. Her body was so exhausted from the
3 attack and resulting trauma that ALISON could not even leave her bed or raise her arms.

4 39. Due to the severe trauma, it took ALISON some time to piece together the brutal
5 reality of what had happened to her. When she looked at her LYFT account, she realized that
6 what should have been a 3-mile, 15-minute ride, was in fact an 18-mile, 79-minute ride all the way
7 to New Jersey and then back to Brooklyn. ALISON reported this to LYFT wondering how this
8 could have happened. A LYFT representative or an automated response apologized for the
9 “inconvenience” of the trip and refunded only part of the ride.

10 40. In light of the persistent vaginal pain and bleeding, ALISON realized that
11 something much worse had to have happened than her LYFT DRIVER just going far off course.
12 It was at that point she realized she had been kidnapped and raped.

13 41. ALISON reported the rape to the police. A rape kit was administered by hospital
14 personnel. The results of the rape kit identified evidence of semen from at least two men on the
15 clothing she wore the night of the attack.

16 42. The NYPD opened an investigation. As part of that investigation, ALISON was
17 asked to ride along in the back of a police car and retrace the route that was taken the night of her
18 attack in an effort to help her recover a more detailed memory of what happened to her that fateful
19 night.

20 43. As she rode in the back of the police car the night of the reenactment, the horrible
21 memories she had blocked from her mind came flooding back and she remembered the terrifying
22 details of how she was held at gunpoint by the driver, taken across state lines and repeatedly raped
23 in the back of the car by at least two other men.

24 44. The investigation was transferred to the FBI, which is currently investigating this
25 incident as a human trafficking case.

26 45. Throughout the investigation by the NYPD and the FBI, LYFT has been wholly
27 uncooperative.

28 46. By failing to take reasonable steps to confront the problem of multiple rapes and

1 sexual assaults of LYFT passengers by LYFT drivers, LYFT has acted in conscious disregard of
2 the safety of its passengers, including Plaintiff, and has breached its duty of reasonable care and
3 has breached the implied and express covenants arising from its contract with its passengers.

4 47. LYFT is legally responsible for the harm to Plaintiff under a number of legal
5 theories including vicarious liability for the intentional acts of its employees (battery, rape, false
6 imprisonment and in this case human trafficking), basic negligence for failing to act with
7 reasonable care when faced with multiple and ongoing attacks by its drivers, breach of the non-
8 delegable duty of a transportation company to provide safe passage to its passengers, punitive
9 damages for the conscious disregard of the safety of its female passengers, intentional and
10 negligent misrepresentations and breaches of contract, and express and implied covenants arising
11 out of its commercial contracts with its passengers, including Plaintiff.

12 PARTIES

13 48. Defendant LYFT (“DEFENDANT”) is a Delaware Corporation with its principal
14 place of business at 185 Berry Street, San Francisco, California. San Francisco is the center of
15 Corporate decision-making with respect to the hiring and supervision of LYFT drivers, safety
16 precautions, passenger safety, as well as decision-making with respect to LYFT’s response to the
17 ongoing sexual attacks upon LYFT passengers.

18 49. Plaintiff, an adult woman and resident of New York, was a LYFT passenger who
19 LYFT DRIVER kidnapped and took across state lines where she was gang raped late one night in
20 [REDACTED] 2017.

21 50. The true names and capacities, whether individual, plural, corporate, partnership,
22 associate, or otherwise, of DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore
23 sues said Defendants by such fictitious names. The full extent of the facts linking such fictitiously
24 sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and thereon alleges,
25 that each of the Defendants designated herein as a DOE was, and is, negligent, or in some other
26 actionable manner, responsible for the events and happenings hereinafter referred to, and thereby
27 negligently, or in some other actionable manner, legally caused the hereinafter described injuries
28 and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to amend this Complaint

1 to show the Defendants' true names and capacities after the same have been ascertained.

2 51. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
3 mentioned, each of the defendants herein was the agent, servant, licensee, employee, assistant,
4 consultant, or alter ego, of each of the remaining defendants, and was at all times herein
5 mentioned acting within the course and scope of said relationship when Plaintiff was injured as set
6 forth herein. Plaintiff is informed and believes that each and every defendant, when acting as a
7 principal, was negligent in the selection, hiring, supervision or retention of each and every other
8 defendant as an agent, servant, employee, assistant, or consultant. Plaintiff is further informed and
9 believes, and thereon alleges, that at all times herein mentioned, each business, public entity or
10 corporate employer, through its officers, directors, supervisors and managing agents, and each
11 individual defendant, had advance knowledge of the wrongful conduct, psychological profile, and
12 behavior propensity of said agents, servants, licensees, employees, assistants, consultants, and
13 alter egos, and allowed said wrongful conduct to occur and continue to occur, thereby ratifying
14 said wrongful conduct, and, after becoming aware of their wrongful conduct, each public entity,
15 and corporate defendant by and through its officers, directors, supervisors and managing agents,
16 and each individual defendant, authorized and ratified the wrongful conduct herein alleged.

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

19 JURISDICTION AND VENUE

20 53. The San Francisco Superior Court has jurisdiction over LYFT because it is a
21 corporation with its principal place of business is located in San Francisco, in the State of
22 California, and LYFT is authorized to do business in the State of California and registered with the
23 California Secretary of State. LYFT has its primary place of business in San Francisco and
24 intentionally avails itself of the benefits and protection of California law such that the exercise of
25 jurisdiction over it by the California courts is consistent with traditional notions of fair play and
26 substantial justice. And, LYFT's user agreement states, "this Agreement shall be governed by the
27 laws of the State of California...." Damages in this case exceed \$25,000.

28 54. Venue is proper in this Court pursuant to *California Code of Civil Procedure* §395

1 in that Defendant LYFT resides in and maintains its principal place of business in San Francisco,
2 San Francisco County, California. Further, LYFT's negligent conduct, its breaches of contract
3 express, and implied covenants and the conduct giving rise to Plaintiff's punitive damages claims,
4 all occurred in San Francisco.

5 55. All executive decision making of the part of LYFT regarding hiring policies,
6 handling of complaints regarding drivers, driver termination policies, training of drivers and
7 standard operating procedures relating to drivers occurred in San Francisco.

8 56. All executive decision making on the part of LYFT regarding its marketing
9 campaigns and representations to passengers regarding its safety occurred in San Francisco.

10 **FIRST CAUSE OF ACTION**

11 **(GENERAL NEGLIGENCE)**

12 57. The preceding paragraphs of this Complaint are incorporated by reference.

13 58. By providing transportation to the general public using its application and network
14 of drivers, LYFT owed a duty to act with due and reasonable care towards the public and in
15 particular its own passengers, including Plaintiff.

16 59. LYFT has been on notice that its drivers have been sexually harassing, sexually
17 assaulting, and raping its passengers since at least 2015. LYFT was aware or should have been
18 aware that some LYFT drivers would continue to kidnap, assault, sexually molest, sexually assault
19 and/or rape their vulnerable LYFT patrons and passengers.

20 60. Since learning of the sexual assaults perpetrated by its drivers, LYFT never adapted
21 or improved its safety procedures in any meaningful way.

22 61. LYFT does not require video monitoring of its drivers that cannot be turned off, nor
23 does it provide emergency notification to LYFT and the authorities when a driver drastically veers
24 off course from the passenger's destination or abruptly cancels the ride.

25 62. Nor does it check in with passengers when a driver terminates a ride early or
26 significantly deviates from the intended route to the passenger's destination as LYFT DRIVER did
27 when driving ALISON the night she was brutally kidnapped and raped.

28 63. LYFT did not monitor ALISON's ride and as such took no action when LYFT

1 DRIVER drove 79 minutes off course. No system was in place and no effort was made to ensure
2 ALISON was safe or to alert authorities that ALISON was being taken somewhere she did not
3 request to go and might be in danger.

4 64. LYFT is very well aware of the dangers that at least some of its drivers pose yet
5 induces women like the Plaintiff to enter LYFT cars while intoxicated and unaccompanied. In
6 doing so, LYFT fails to warn of the dangers of sexual assault by LYFT's drivers.

7 65. LYFT does not require any sexual harassment/assault training of its drivers nor
8 have any policies in place for immediate termination if a driver engages in sexual misconduct.

9 66. LYFT does not cooperate with the police when a driver commits an illegal sexual
10 attack on its passengers. Despite having the express right to disclose driver information at
11 LYFT's sole discretion, LYFT requires that extensive standards be met before the company will
12 even consider law enforcement requests for information. Even after a report of sexual assault or
13 rape has been made, LYFT generally requires a subpoena before it will release information. Of
14 hundreds of law enforcement requests for information in 2017, the company fully complied with
15 only a fraction. LYFT's policy of noncooperation discourages police agencies from making
16 recommendations to District Attorney's offices to file complaints against LYFT drivers, and
17 provides LYFT's predatory drivers with tacit assurance that their illegal attacks will not be
18 detected by law enforcement.

19 67. In the current instance, LYFT has refused to cooperate with law enforcement,
20 including the Federal Bureau of Investigation. Upon information and belief, LYFT continued to
21 allow LYFT DRIVER to drive for LYFT despite reports made by Plaintiff and law enforcement
22 about LYFT DRIVER being a dangerous predator.

23 68. Even worse, LYFT allowed LYFT DRIVER to continue driving after being on
24 notice of the serious allegations being investigated, exhibiting a callous disregard for the safety of
25 other passengers. His well documented 79-minute detour from the intended route alone should
26 have been grounds enough to terminate him as a driver. Putting profits ahead of passenger safety,
27 LYFT chose not to do so and continued to employ LYFT DRIVER as a driver.

28 69. When hiring new drivers, LYFT does not verify driver identities with biometric

1 background checks.² LYFT does not correct for false negatives created by its name-based
2 screening procedures. LYFT does not provide industry-standard background checks which would
3 provide the most comprehensive means of screening applicant drivers. LYFT does not invest in
4 continuous monitoring of its drivers and is not immediately alerted when one of its drivers is
5 implicated in criminal acts.

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

9 71. For the above reasons and others, LYFT breached its duty of reasonable care
10 towards Plaintiff.

11 72. LYFT's breach was the legal cause of Plaintiff's kidnapping and rape, which
12 humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The
13 depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from
14 which she may never fully recover.

15 73. As a direct and legal cause of LYFT's general negligence, Plaintiff has suffered
16 damages, both economic and general, non-economic damages according to proof.

17 **SECOND CAUSE OF ACTION**

18 **(NEGLIGENT HIRING, SUPERVISION, AND RETENTION)**

19 74. The preceding paragraphs of this Complaint are incorporated by reference.

20 75. Defendant LYFT and DOES 1 through 50, inclusive hired LYFT DRIVER.

21 76. LYFT did not interview, check the references of, provide training to, or advise
22 LYFT DRIVER of any anti-sexual assault policies when hiring him. LYFT had no reasonable
23 basis for believing that LYFT DRIVER was fit to drive vulnerable women around at night and
24 _____

25 ² Plaintiff acknowledges New York is an exception, as the city of New York indeed requires Lyft
26 drivers to have a TLC license, which indeed requires fingerprint background checks. Plaintiff is
27 not alleging that in in this instance, a more thorough background check would have kept her from
28 being kidnapped and gang raped. LYFT's general policy of not performing more thorough
background checks and its affirmative efforts to avoid having to do so in other cities and states is
being alleged in this complaint as one of the many ways LYFT has prioritized profits over
passenger safety.

1 failed to use reasonable care in determining whether he was fit for the task. LYFT should have
2 known of LYFT DRIVER's unfitness but failed to use reasonable care to discover his unfitness
3 and incompetence.

4 77. Despite failing to reasonably endeavor to investigate LYFT DRIVER's
5 incompetence for transporting vulnerable and intoxicated women late at night in a moving vehicle,
6 LYFT employed LYFT DRIVER.

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

11 79. LYFT failed to employ measures to adequately supervise its drivers.

12 80. LYFT failed to adequately record, investigate and respond to passenger reports of
13 unsafe conduct such as sexual harassment and sexual assault by LYFT drivers.

14 81. LYFT was negligent in failing to terminate drivers it knew or reasonably should
15 have known were a threat to passengers, particularly vulnerable female passengers traveling alone.

16 82. LYFT DRIVER was and/or became unfit to perform the work for which he was
17 hired as he improperly and illegally took advantage of LYFT's passenger Plaintiff when she
18 attempted to use the service for a safe ride home, thereby causing her serious psychological and
19 physical harm.

20 83. Because of LYFT DRIVER's unfitness to perform the task of transporting Plaintiff,
21 Plaintiff was kidnapped, sexually assaulted, battered, and raped, which humiliated, degraded,
22 violated, and robbed Plaintiff of her dignity and personal safety.

23 84. LYFT's and DOES 1 through 50's, inclusive, negligence in hiring, retaining, and or
24 supervising caused Plaintiff's sexual assault and rape, which humiliated, degraded, violated, and
25 robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused
26 Plaintiff to suffer both psychological and physical harm from which she may never fully recover.

27 85. As a direct and legal result of LYFT's general negligence, Plaintiff has suffered
28 damages, both economic and general, non-economic damages according to proof.

THIRD CAUSE OF ACTION

(LYFT - COMMON CARRIER NEGLIGENCE)

1
2
3 86. The preceding paragraphs of this Complaint are incorporated by reference.

4 87. At the time of Plaintiff’s rape, LYFT was a common carrier as it provided
5 transportation to the general public.

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

13 89. As a common carrier, LYFT must carry its passengers, including Plaintiff, safely.

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

18 91. LYFT must use reasonable skill to provide everything necessary for safe
19 transportation, in view of the transportation used and the practical operation of the business.

20 92. Despite complaints to LYFT of sexual assaults committed by LYFT drivers and
21 lawsuits against LYFT for sexual assault, LYFT has failed to implement safety precautions that
22 would address the sexual assault problem.

23 93. LYFT does not provide a consistent and reliable way for passengers to report
24 sexual abuse and rape.

25 94. LYFT does not warn passengers of the dangers of riding with LYFT and fails to
26 warn passengers of past complaints regarding LYFT drivers.

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

1 96. LYFT knows that its female passengers are in a uniquely vulnerable situation
2 enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

3 97. LYFT has not exercised reasonable care to protect its passengers from harassment,
4 assault, and rape by LYFT’s drivers.

5 98. LYFT has not exercised the utmost degree of care in order to protect its passengers
6 from the danger posed by sexual predators who drive for LYFT. If LYFT had used the highest
7 degree of care, LYFT could have prevented or dramatically reduced the likelihood of the sexual
8 assault of its passengers, including Plaintiff.

9 99. LYFT failed to safely transport Plaintiff.

10 100. LYFT failed to use the utmost care and vigilance to protect Plaintiff from its own
11 driver who kidnapped, sexually assaulted, battered, penetrated and raped Plaintiff while she was
12 being transported by LYFT.

13 101. LYFT failed to take reasonable precautions to protect its vulnerable female
14 passengers, including Plaintiff, from the foreseeable and known risk of sexual assault, harassment
15 and/or rape by its drivers. If LYFT had used the highest degree of care, LYFT could have
16 prevented or reduced the likelihood of the sexual assault of its passengers, including Plaintiff.

17 102. As a legal and direct result of the aforementioned conduct and omission of
18 Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was kidnapped, sexually assaulted,
19 battered, and raped by multiple men, which humiliated, degraded, violated, and robbed Plaintiff of
20 her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer serious
21 psychological and physical harm from which she may never fully recover.

22 103. As a direct and legal result of LYFT’s negligence, Plaintiff has suffered damages,
23 both economic and general, non-economic damages according to proof.

24 **FOURTH CAUSE OF ACTION**

25 **(NEGLIGENT FAILURE TO WARN)**

26 104. The preceding paragraphs of this Complaint are incorporated by reference.

27 105. LYFT’s conduct created a risk of physical or emotional harm to its passengers,
28 including Plaintiff.

1 106. In operating its business, LYFT knew and had reason to know that its passengers
2 were at risk of sexual assault and abuse by LYFT’s drivers since at least as early as 2015. Since
3 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been
4 notified of police investigations of the criminal conduct of drivers acting within their capacity as
5 LYFT drivers, and has been the subject of numerous civil suits alleging the sexual harassment and
6 sexual assault of LYFT’s passengers by LYFT’s drivers.

7 107. Despite the knowledge of the danger its enterprise creates, LYFT did not alert its
8 passengers, including Plaintiff, to the risk of sexual assault by LYFT drivers. In fact, LYFT
9 continued to market itself as a service that provides “safe” rides, even to unaccompanied and/or
10 intoxicated passengers.

11 108. In February 2015, LYFT’s website posted a blog post announcing it had partnered
12 with It’s On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft
13 passengers during the Spring Break season, “making it easier to get a safe ride home even if
14 you’re in a new city.” In November 2016, LYFT’s website posted a blog post entitled “Get Home
15 Safely with Lyft,” again touting its partnership with It’s On Us and offering college students free
16 LYFT rides so that they “don’t need to worry about finding a safe ride after going out.” The
17 insinuation of these articles is that LYFT prevents, and does not create, the risk of sexual assault.
18 Nowhere on LYFT’s website does LYFT discuss the occurrence or risk of sexual assault by
19 LYFT’s drivers.

20 109. LYFT itself represented to its passengers that riding with LYFT is safe, implying
21 that it’s free of risk from sexual assault.

22 110. Defendant LYFT had reason to know that passengers would be unaware of the risk
23 of sexual assault by LYFT drivers.

24 111. A warning to its passengers that they were at risk of sexual assault by LYFT drivers
25 would have reduced the risk of harm to passengers, including Plaintiff, who could have arranged
26 for alternative transportation or taken additional safety precautions and avoided the assault she
27 suffered at the hands of her LYFT driver.

28 112. As a legal and direct result of the aforementioned conduct and omission of

1 Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was kidnapped, sexually assaulted,
2 battered, and raped by multiple men, which humiliated, degraded, violated, and robbed Plaintiff of
3 her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer serious
4 psychological and physical harm from which she may never fully recover.

5 113. As a direct and legal result of Defendant LYFT's failure to warn, Plaintiff has
6 suffered damages, both economic and general, non-economic damages according to proof.

7 **VICARIOUS LIABILITY/LIABILITY FOR THE TORTS OF LYFT'S DRIVERS**

8 114. Plaintiff incorporates by reference the preceding paragraphs.

9 115. LYFT is vicariously liable for the torts of its drivers through the theories of
10 *respondeat superior*, nondelegable duties, agency, and ostensible agency. LYFT's liability for the
11 acts of its drivers is not contingent upon the classification of its drivers as employees.

12 116. Under the doctrine of *respondeat superior*, LYFT is responsible for the torts of its
13 employees committed within the scope of employment. The modern rationale for the theory is
14 that an employer who profits from an enterprise which, through the torts of his employees, causes
15 harm to others should bear the costs of the injury instead of the innocent injured Plaintiff.

16 117. LYFT profits from transporting vulnerable passengers late at night. LYFT
17 encourages intoxicated passengers to use its services. At the same time, LYFT does not take
18 reasonable steps to protect its passengers or warn them of the dangers of riding with LYFT.
19 LYFT, and not the victims of LYFT's negligence, should bear the costs of injuries that result from
20 torts such as sexual assault, kidnapping, and rape.

21 118. LYFT drivers are employees. LYFT reserves the right to control the activities of
22 LYFT drivers. LYFT controls the prices charged to customers, controls contact with the customer
23 base, controls the ability of a driver to see where he will be driving before he accepts a ride, and
24 reserves the right to terminate drivers with or without cause.

25 119. LYFT DRIVER's kidnapping, assault and rape of Plaintiff occurred within the
26 scope of LYFT DRIVER's employment and/or authority. The kidnapping, assault and rape of
27 intoxicated and unaccompanied women who have been placed in an improperly screened LYFT
28 driver's car with little to no supervision is incidental to and a foreseeable result of the act of

1 transporting passengers.

2 120. LYFT may maintain that its drivers are contractors and not employees.
3 Nevertheless, whether LYFT DRIVERS are characterized as contractors, employees or agents,
4 LYFT has a non-delegable duty to transport its passengers safely.

5 121. The doctrine of nondelegable duty recognizes when one party owes a duty to
6 another which, for public policy reasons, cannot be delegated. It operates to ensure that when a
7 harm occurs the injured party will be compensated by the party whose activity caused the harm
8 and who may therefore properly be held liable for the acts of his agent, whether the agent was an
9 employee or an independent contractor. The doctrine recognizes that an entity may not delegate
10 its duties to a contractor in order to evade its own responsibilities. This is especially so when
11 allowing delegation would incentivize the employers to hire incompetent contractors in order to
12 further the employer's pecuniary interests.³

13 122. In advertising to passengers that LYFT provides them a safe ride to their
14 destinations and by profiting off of women who use LYFT for that very purpose and are attacked,
15 LYFT has a duty to its passengers that cannot be delegated. To allow LYFT to delegate the
16 liability for the assaults by its drivers to anyone else would encourage LYFT to continue to utilize
17 the cheapest, fastest, and most haphazard safety procedures. LYFT would be disincentivized from
18 hiring only competent drivers, since the more drivers LYFT has, the more money LYFT makes.

19 123. Further, LYFT drivers act as agents of and operate as extensions of LYFT. LYFT
20 drivers represent LYFT's business and further LYFT's pecuniary interests.

21 124. LYFT drivers display the LYFT logo when interacting with passengers, and in
22 many cases LYFT drivers are the only people with whom LYFT's passengers have direct contact.
23 LYFT drivers provide the service that LYFT claims to provide – transportation.

24 125. By allowing LYFT drivers to represent LYFT's business, LYFT creates the
25

26 _____
27 ³ See, for example, Barry v. Raskov, 232 Cal. App. 3d 447, 454 (Ct. App. 1991), where the court
28 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.

1 impression that its drivers, including LYFT DRIVER, were LYFT's employees and/or agents.

2 126. Plaintiff reasonably believed that LYFT DRIVER was an employee or agent of
3 LYFT, and, relying on this belief, hired LYFT DRIVER and suffered harm as a result of her
4 contact with LYFT DRIVER.

5 127. For these reasons and others, LYFT is vicariously liable for the tortious acts of its
6 drivers, regardless of whether LYFT's drivers are employees, agents, apparent agents, or
7 contractors of LYFT.

8 **FIFTH CAUSE OF ACTION**

9 **(VICARIOUS LIABILITY FOR ASSAULT WITH A DEADLY WEAPON,**
10 **SEXUAL ASSAULT AND SEXUAL BATTERY)**

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

13 129. At the time of Plaintiff's kidnapping and rape, LYFT DRIVER intended to cause
14 harmful and offensive contact with Plaintiff, and placed Plaintiff in reasonable apprehension of
15 imminent harmful and offensive contact. He intentionally and recklessly did acts which placed
16 Plaintiff in apprehension of imminent harm, including but not limited to: kidnapping her at
17 gunpoint and forcing her to engage in violent sexual intercourse with strange men despite her lack
18 of consent.

19 130. LYFT DRIVER also made harmful and offensive sexual contact with the Plaintiff.
20 Plaintiff did not consent to the contact. Plaintiff was harmed and offended by LYFT DRIVER's
21 contact with her. LYFT DRIVER intentionally and recklessly did acts which resulted in harmful
22 contact with Plaintiff's person, including but not limited to forcefully raping her and forcing her to
23 engage in violent sexual intercourse with strange men despite her lack of consent.

24 131. As a result, Plaintiff was raped, which humiliated, degraded, violated, and robbed
25 Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to
26 suffer severe psychological and physical harm from which she may never fully recover.

27 132. LYFT DRIVER committed these tortious and wrongful acts while acting in the
28 course and scope of his employment with LYFT as an employee/agent of LYFT. Therefore,

1 LYFT is liable for LYFT DRIVER's assault of Plaintiff and is responsible for damages caused by
2 said conduct under the principles of vicarious liability, including the doctrine of *respondeat*
3 *superior*. Even if LYFT DRIVER had not been an employee, LYFT's duty to provide
4 transportation free of assault is nondelegable and LYFT is liable for LYFT DRIVER's actions,
5 because to allow LYFT to delegate its duty of providing the safe transportation it promises would
6 incentivize LYFT to create a greater risk of harm to the public.

7 133. Under the theories of *respondeat superior*, nondelegable duty, agency, and
8 ostensible agency, LYFT is liable for the tortious acts of LYFT DRIVER.

9 134. As a legal result of LYFT DRIVER's kidnapping, sexual assault, and rape, Plaintiff
10 has suffered economic and general, non-economic damages according to proof.

11 SIXTH CAUSE OF ACTION

12 (VICARIOUS LIABILITY FOR HUMAN TRAFFICKING)

13 135. The preceding paragraphs of this Complaint are re-alleged and incorporated by
14 reference.

15 136. LYFT DRIVER threatened Plaintiff with a firearm when she attempted to get out
16 of his car. LYFT DRIVER then brought Plaintiff to a place where she was raped by several
17 unidentified men.

18 137. Consequently, LYFT DRIVER used force to compel Plaintiff to engage in sexual
19 activity against her will by instilling fear in Plaintiff that, if she did not comply with LYFT
20 DRIVER'S demands, LYFT DRIVER would inflict serious physical injury or death on Plaintiff.

21 138. As a result of LYFT DRIVER'S threats of violence, which occurred in the course
22 and scope of LYFT DRIVER'S employment, Plaintiff was sexually trafficked, which robbed
23 Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused her to suffer
24 both psychological and physical harm from which she may never fully recover.

25 139. As a legal result of LYFT DRIVER'S sex trafficking, Plaintiff has suffered
26 damages, both economic and general, non-economic damages according to proof.

27 140. LYFT is vicariously liable for the torts of its drivers under the theory of *respondeat*
28 *superior*, the nondelegable duty doctrine, agency, and ostensible agency.

SEVENTH CAUSE OF ACTION

(VICARIOUS LIABILITY FOR FALSE IMPRISONMENT)

141. The preceding paragraphs are incorporated by reference.

142. At the time of the above described LYFT ride and accompanying sexual assault, Plaintiff was held against her will at gunpoint and by force and was physically prevented from escaping as LYFT DRIVER drove her over state lines in order to assault and exploit her.

143. As such, Plaintiff was falsely imprisoned against her will and in violation of her rights.

144. As a legal result of LYFT's False Imprisonment, Plaintiff has suffered damages, both economic and general, non-economic damages according to proof.

145. LYFT is vicariously liable for the torts of its driver under the theory of *respondeat superior*, the nondelegable duty doctrine, agency, and ostensible agency.

EIGHTH CAUSE OF ACTION

(INTENTIONAL MISREPRESENTATION)

146. The preceding paragraphs of this Complaint are re-alleged and incorporated by reference.

147. At the time of Plaintiff's rape, Plaintiff had downloaded the LYFT application and had an account with LYFT.

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

149. LYFT made intentional misrepresentations of fact to Plaintiff known by Defendant to be false including the false statement that Defendant would provide Plaintiff with a safe ride to her destination.

150. LYFT made these intentional misrepresentations of material fact in order to induce young women, including Plaintiff, into using LYFT's services.

151. LYFT made these representations to Plaintiff and the general public despite

1 knowing that it had chosen not to take the measures necessary to provide a safe ride home, and
2 that, as a result, continued sexual assault of its passengers by its drivers was a foreseeable
3 occurrence. LYFT made these representations in order to induce women like the Plaintiff into
4 using LYFT's services and to derive profit from women like Plaintiff.

5 152. In getting into the LYFT she had ordered, Plaintiff reasonably relied on LYFT's
6 representations that it would get her safely home.

7 153. In trusting and relying on LYFT's representations, Plaintiff was placed in a
8 uniquely vulnerable position that was taken advantage of by LYFT's employee LYFT DRIVER
9 who kidnapped, sexually molested, assaulted, sexually penetrated, raped, and exploited Plaintiff
10 against her will.

11 154. As a legal result of LYFT's intentional misrepresentation, Plaintiff was kidnapped,
12 sexually assaulted, raped, and exploited, which humiliated, degraded, violated, and robbed
13 Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to
14 suffer severe psychological and physical harm from which she may never fully recover.

15 155. As a legal result of LYFT's intentional misrepresentation, Plaintiff has suffered
16 damages, both economic and general, non-economic damages according to proof.

17 NINTH CAUSE OF ACTION

18 (NEGLIGENT MISREPRESENTATION)

19 156. The preceding paragraphs of this Complaint are re-alleged and incorporated by
20 reference.

21 157. LYFT represented to Plaintiff and the general public that safety is LYFT's top
22 priority and it is LYFT's goal to make every ride safe, comfortable, and reliable. At the time of
23 the assault alleged herein, LYFT knew that a number of its drivers had previously preyed on
24 vulnerable female passengers by sexually molesting, assaulting and/or raping them.

25 158. LYFT continued to represent that its services were safe in order to further LYFT's
26 own pecuniary interests.

27 159. In representing to intoxicated and vulnerable passengers that its services were safe,
28 LYFT had a duty to provide correct and accurate information about the actual safety of its

1 services.

2 160. LYFT knew or should have known that it could not provide the safe ride that it
3 represented it could.

4 161. Knowing of the incidence of sexual assault of its passengers by its drivers and
5 knowing that LYFT had not implemented adequate precautions, LYFT had no reasonable grounds
6 for believing that it could provide Plaintiff and other similarly vulnerable female passengers a safe
7 ride home as represented.

8 162. In getting into the LYFT she had ordered, Plaintiff reasonably relied on LYFT's
9 representations that it would get her safely home.

10 163. In trusting and relying on LYFT's representations, Plaintiff was placed in a
11 uniquely vulnerable position that was taken advantage of by LYFT's employee, LYFT DRIVER,
12 who sexually molested, assaulted, penetrated, and subjected Plaintiff to violent assault by several
13 men against Plaintiff's will.

14 164. As a legal result of Defendant LYFT's aforementioned conduct, Plaintiff was
15 kidnapped, sexually assaulted, and repeatedly raped, which humiliated, degraded, violated, and
16 robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused
17 Plaintiff to suffer severe psychological and physical harm from which she may never fully
18 recover.

19 165. As a legal result of LYFT's Negligent Misrepresentation, Plaintiff has suffered
20 damages, both economic and general, non-economic damages according to proof.

21 **TENTH CAUSE OF ACTION**

22 **(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)**

23 166. Plaintiff hereby incorporates by reference the preceding causes of action and
24 factual allegations.

25 167. For several years prior to the rape of Plaintiff by a LYFT driver, LYFT was fully
26 aware that other female passengers had been sexually assaulted and raped by LYFT drivers. Since
27 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been
28 notified of police investigations of the criminal conduct of drivers acting within their capacity as

1 LYFT drivers, and has been the subject of numerous civil suits alleging the sexual harassment and
2 sexual assault of LYFT's passengers by LYFT's drivers.

3 168. LYFT made a conscious decision not to implement procedures that would
4 effectively screen its drivers and monitor its drivers in order to identify and terminate drivers who
5 were sexual predators.

6 169. Safety precautions such as enhanced background checks, biometric fingerprinting,
7 job interviews, electronic monitoring systems, monitoring systems to check in and verify a
8 passenger's safety when a driver prematurely terminates a ride or significantly deviates from the
9 intended route, warnings to passengers of the dangers of being attacked by LYFT drivers, and
10 cooperation with law enforcement when a driver attacks a passenger would have cost LYFT
11 money and reputational damage. Because of this, LYFT decided not to implement such
12 precautions and instead continues to place its passengers at greater risk of kidnapping, sexual
13 assault, and rape by LYFT's own drivers.

14 170. Additional safety precautions that LYFT chose not to make include but are not
15 limited to: ongoing monitoring of LYFT drivers and rides through available technology including
16 cameras and GPS; a zero tolerance policy for drivers who deviate from expected behavior by
17 leaving the vehicle with passengers, or by deviating substantially from the assigned route, a
18 warning system for when a driver significantly deviates from the intended route, a system for
19 checking in with and verifying a passenger's safety when a driver prematurely terminates a ride or
20 significantly deviates from the intended route ; a zero-tolerance program for sexual assault and
21 guidelines mandating immediate termination; a zero-tolerance policy for fraternizing with
22 passengers, creating and instituting a system encouraging customer reporting; and adequate
23 monitoring of customer complaints by well-trained and effective customer service representatives.
24 LYFT chose not to implement such precautions.

25 171. In failing to take these and other safety precautions designed to protect female
26 passengers from sexual predators driving for LYFT, LYFT breached its duty of reasonable care,
27 negligently inflicting emotional harm, and acted recklessly and in conscious disregard of the safety
28 of its female passengers, including Plaintiff.

1 172. As a direct and legal result of LYFT's negligent infliction of emotional distress,
2 Plaintiff has suffered damages, both economic and general, non-economic damages according to
3 proof.

4 **ELEVENTH CAUSE OF ACTION**

5 **(BREACH OF CONTRACT)**

6 173. Plaintiff hereby incorporates by reference all the preceding allegations.
7 Plaintiff entered into a contract with LYFT. The essence of this commercial transaction was the
8 payment of a fee to LYFT in exchange for safe and reasonable transportation to her destination.

9 174. As a result of the conduct, acts and omissions set forth above, LYFT breached its
10 contract with Plaintiff, including breaching implied covenants which would be inherent in such a
11 contract.

12 175. As a legal result of LYFT's Breach of Contract, Plaintiff has suffered damages,
13 both economic and general, non-economic damages according to proof.

14 **PUNITIVE DAMAGES**

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

17 177. As stated above, LYFT knew that it faced an ongoing problem of sexual predators
18 driving for LYFT and assaulting its passengers. At least as early as 2015 LYFT knew that its
19 drivers were sexually assaulting female passengers. Since 2015, LYFT has received frequent
20 passenger complaints about driver sexual misconduct, including sexual assault and rape, it has
21 been notified of police investigations of the criminal sexual conduct of drivers acting within their
22 capacity as LYFT drivers, and it has been the subject of numerous civil suits alleging the sexual
23 harassment and sexual assault of LYFT's passengers by LYFT's drivers.

24 178. Nevertheless, even though LYFT was fully aware of its sexual predator problem it
25 failed to take safety precautions to protect its passengers, including Plaintiff.

26 179. Safety precautions such as enhanced background checks, biometric fingerprinting,
27 job interviews, electronic monitoring systems, ongoing monitoring of LYFT drivers and rides
28 through available technology including cameras and GPS; a zero tolerance policy for drivers who

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

14 180. In the current instance, LYFT was put on notice that LYFT DRIVER was a
15 dangerous, armed, sexual predator, yet it nonetheless allowed LYFT DRIVER to continue driving
16 for LYFT, even allowing him to change his name on the App, endangering countless other
17 passengers who take LYFT with the expectation of a safe ride home.

18 181. As such LYFT acted, and continues to act, recklessly and in knowing, conscious
19 disregard of the safety of its passengers and the public safety.

20 182. As a result of LYFT's misconduct as stated above, Plaintiff prays for exemplary
21 damages to punish LYFT for its misconduct and to deter future misconduct.

22

23

PRAYER FOR RELIEF

24

WHEREFORE, Plaintiff prays judgment against all Defendants as follows:

25

1. For general damages (also known as non-economic damages), including but not
26 limited to, past and future pain and suffering, in an amount in excess of the jurisdictional minimum,
27 according to proof;

28

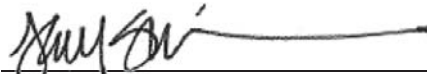
2. For special damages (also known as economic damages), including but not limited

1 to past and future hospital, medical, professional, and incidental expenses as well as past and future
2 loss of earnings, loss of opportunity, and loss of earning capacity, in excess of the jurisdictional
3 minimum, according to proof;

- 4 3. For exemplary and punitive damages according to proof;
- 5 4. For prejudgment interest, according to proof;
- 6 5. For costs of suit incurred herein, according to proof;
- 7 6. For such other and further relief as the Court may deem just and proper.

8
9 DATED: September 17, 2019

LEVIN SIMES ABRAMS LLP

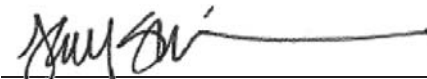
10
11 By: 
 12 _____
 13 Laurel L. Simes
 14 Meghan E. McCormick
 15 Attorneys for Plaintiff

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a trial by jury as to all causes of action.

18 DATED: September 17, 2019

LEVIN SIMES ABRAMS LLP

19
20 By: 
 21 _____
 22 Laurel L. Simes
 23 Meghan E. McCormick
 24 Attorneys for Plaintiff

25
26
27
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