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**7. Send a copy of this completed form to the AAA together with:**

- A clear, legible copy of the contract containing the parties' agreement to arbitrate disputes;
- The proper filing fee (filing fee information can be found in the Costs of Arbitration section of the Consumer Arbitration Rules); and
- A copy of the court order, if arbitration is court-ordered.

**8. Send a copy of the completed form and any attachments to all parties and retain a copy of the form for your records.**

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To file online, visit **www.adr.org** and click on **File or Access Your Case** and follow directions. To avoid the creation of duplicate filings, the AAA requests that the filing documents and payment be submitted together. When filing electronically, no hard copies are required.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

Pursuant to New Jersey Statutes § 2A:23B-1 et seq, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the New Jersey Arbitration Act, and to all consumer arbitrations conducted in New Jersey. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

## **EXHIBIT A**

### **Lyft AAA Arbitration Demand**

#### **Nature of Dispute/Claims and Relief Sought by Claimant**

This is a tort action involving Lyft's intentional misclassification of its drivers, failure to institute appropriate safety measures and training for these drivers, misrepresentations regarding the safety of its platform, and the violent attack the Claimant Christy Macek ("Claimant") suffered at the hands of a Lyft Driver, which caused her substantial damages.

#### **I. LYFT'S HISTORY OF VIOLENCE**

Lyft, Inc. is a transportation company headquartered in San Francisco, California and is one of the fastest growing companies in the United States. As early as 2015, Lyft became aware of significant safety issues on its platform, which were resulting in physical assaults against both drivers and passengers alike. Complaints to Lyft by riders who have been attacked by Lyft's drivers, combined with subsequent criminal investigations by law enforcement, clearly establish that Lyft has been fully aware of continuing attacks against Lyft's client-riders for many years.

Notwithstanding its knowledge, Lyft has long failed to exhibit transparency about the rate of violence on its platform. It has spent years inaccurately peddling itself as a safe employment and transportation option—substantially misleading the public and the Claimant. This lack of transparency and covering up of the true risk to riders has in large part contributed to Claimant's damages. Highlighting this lapse, earlier this year, Lyft agreed to pay \$25 million to settle a shareholder suit alleging that Lyft hid from the public that safety concerns on the platform pose an "existential threat" to the company's business.

In 2021, Lyft released its "Community Safety Report" (the "Report") that purported to provide transparency regarding the prevalence of violence and sexual assault on the platform between 2017-2019. However, the Report was woefully inadequate and designed to obscure safety issues rather than reveal them. As an example, Lyft specifically noted in the Report, p. 4, that it had information regarding non-fatal instances of physical violence associated with the use of the platform, yet intentionally failed to address these attacks in the Report. Instead, it merely stated that 10 of those attacks resulted in death. As Claimant's case shows, there can be extreme and long-lasting impacts from a physical assault even if it does not cause the death of the victim. Given that Lyft has this information but made the calculated decision not to disclose it, the logical conclusion is that revealing the prevalence of physical violence during Lyft rides to the public would grievously harm the company's bottom line. Moreover, in a clear indication that Lyft's safety policies and procedures are not working, the Report revealed a *65% increase in sexual assault* in 2019. Given that sexual assault is only one kind of violence, it stands to reason that violence in general has skyrocketed on Lyft's platform.

#### **II. LYFT PRIORITIZES PROFITS OVER RIDER SAFETY**

The key to Lyft's business model is getting as many new drivers on the road as possible, and as many rides booked as possible. The more drivers, the more rides, the more money Lyft makes. Unfortunately, Lyft prioritizes profits over rider safety, hurrying drivers onto the road without proper screening, training, or supervision. More careful training and supervision would result in fewer drivers and lower profits. That is why Lyft corporate management in San Francisco has made deliberate decisions to adopt inadequate initial screening procedures for drivers,

inadequate safety monitoring, and has failed to warn existing and potential riders of the dangers of working for Lyft.

The reality is in stark contrast to the ‘woke’ image that Lyft portrays. Rather than the “safe, progressive alternative” to its competitors that Lyft spends millions of dollars marketing, Lyft has a serious safety problem and has been dismissive of reports of physical assault on the platform. Moreover, Lyft has for years intentionally misclassified all of its driver-employees as independent contractors rather than employees, seeking to avoid its liability for attacks on riders like Claimant by drivers who were working for Lyft at the time of the assault. Not only are these attacks readily foreseeable for Lyft, Lyft does everything in its power to place the risk solely on their own client-riders.

#### A. Inadequate Safety Measures

Lyft’s safety measures are terribly inadequate. The primary safety features offered are as follows: 1) a button in the Lyft App to contact emergency services, 2) a “No-Match Guarantee,” that ensures a rider will not be matched with a driver they have previously rated 3 stars or below, and 3) a “Critical Response Line,” that allows users to fill out a form if they have been in an accident. However, the majority of the so-called “protections” Lyft provides are not designed with the intention of preventing attacks and in practice have served only as a means of keeping Lyft apprised of attacks after they occur. Moreover, even when Riders notify Lyft of an attack, Lyft fails to offer any them any meaningful redress and will often not cooperate with law enforcement absent a subpoena, warrant, or court order.

Even today, the hiring of Lyft drivers occurs without any real screening. Potential drivers merely fill out a form online. There is no interview either in person or through online platforms such as Skype or Zoom. There is no adequate background check and no biometric fingerprinting. Almost all online applicants become drivers. Once a Lyft applicant becomes a driver, Lyft fails to utilize its own technology, including in-car cameras and GPS tracking, to ensure that drivers keep the camera running during the entire ride and that the driver remains on course to the passenger’s destination. Lyft does not have a zero-tolerance policy for driver misconduct and has allowed drivers who have been reported for misconduct to continue driving. Lyft does not require non-harassment training, nor does it adequately investigate passenger complaints of inappropriate behavior or serious assaults. Notwithstanding Lyft’s history of hiring violent predators who have assaulted Lyft passengers, Lyft does nothing to warn its female and other vulnerable passengers about this very serious and real danger. Lyft has the capability to monitor its drivers in real time through its app and mandated dashcams, but declines to do so. If all Lyft rides were filmed—just as taxicab rides have been filmed for decades—many assaults would likely never occur. Moreover, Lyft has the ability to conduct more substantial driver background checks, notify riders of known threats, or even simply institute a zero tolerance policy for drivers with negative reviews. It takes none of these precautions, despite knowing of the high risk to riders of physical harm. At the same time, Lyft refuses to let its riders carry personal protection or self-defense tools, claiming that doing so will violate its own terms of service. Lyft therefore increases the risk of harm to its riders without taking reasonable precautions to safeguard them. In short, rather than taking reasonable precautions in support of its rider clients, Lyft has intentionally and systematically failed to protect them. Claimant’s survival story is merely one example of an epidemic of Lyft riders who have been the victim of violent crime in the course of merely trying to get from one place to another.

#### B. Willful Misclassification

Lyft exercises substantial control over Lyft drivers, such as Claimant's assailant. Thus, under any relevant test, Lyft is the assailant's employer and thus owes Claimant very specific and statute-mandated duties. Lyft failed to uphold its responsibilities to provide Claimant a safe ride as a common carrier.

Lyft misclassifies its drivers as independent contractors—not employees—with the purpose of denying both the drivers and Lyft's riders basic protections under the law, including protection from and remedies for physical assault. In its annual report for 2019, Lyft noted that various Drivers had challenged their classification as independent contractors, and although Lyft pledged "to defend itself vigorously in these matters," it has long been aware that its drivers should be properly classified as employees under prevailing case law. See Lyft, Inc., *Annual Report 2019*, 104 (2020). Nevertheless, Lyft has persisted in intentionally misclassifying its Lyft Drivers as independent contractors for the express purpose of realizing substantial cost-savings/Rather than protecting riders like Claimant, who fuel and support its business, Lyft opted to protect its own bottom line at the expense of the riders' safety.

Due to Lyft's intentional refusal to take reasonable precautions to prevent assaults and to implement an effective safety program, Claimant's risk of suffering physical assault at the hands of a Lyft driver was markedly heightened. Meanwhile, Lyft collected a fee for the trip that resulted in Claimant's violent physical assault. By failing to take reasonable steps to confront the problem of multiple violent assaults of Lyft passengers by Lyft drivers, Lyft has acted in conscious disregard of the safety of its passengers, including Claimant, and has breached its duty of reasonable care and has breached the implied and express covenants arising from its contract with its passengers.

Lyft is legally responsible for the harm to Claimant under a number of legal theories including vicarious liability for the intentional acts of its employee, basic negligence for failing to act with reasonable care when faced with multiple and ongoing attacks by its drivers, breach of the non-delegable duty of a transportation company to provide safe passage to its passengers, punitive damages for the conscious disregard of the safety of its vulnerable passengers, intentional and negligent misrepresentations and breaches of contract, and express and implied covenants arising out of its commercial contracts with its passengers, including Claimant.

### **III. THE ATTACK**

Claimant Christy Macek lives in Flat Rock, Michigan. She has a seizure disability which prevents her from driving, so she relies on rideshare services like those provided by Lyft. On April 8, 2021, Claimant needed a few items from the corner store, so ordered a Lyft. She wanted to arrange a round trip but could not figure out how to do so on the Lyft application. When her driver, a man named "Don," picked her up, she asked him for assistance arranging the round trip. He rudely refused and further informed her he would not be able to bring her home because he had other rides. Not wanting to be stranded at the store, Ms. Macek asked him to cancel the ride and let her out, as they were still in her neighborhood. Don again rudely refused. Ms. Macek had to ask him three times to let her out of the car before he would stop. When he finally did, he intentionally stopped in a curve where there were many sharp rocks and no safe place for her to exit the car. He continued to rudely berate her, shouting obscenities.

Claimant managed to get out of the car, but Don did as well. He walked around and punched Ms. Macek in the face, causing her to fall and hit a rock. He then started walking towards her again in a threatening manner before apparently thinking better of it and taking off.

Ms. Macek filed a report with the Flat Rock Police Department, as well as reporting the incident with Lyft. The police uncovered that the car was registered to a name of someone who doesn't exist. They also found that the attack was captured on local security cameras. Ms. Macek was transported to Beaumont Hospital in Trenton, where she was treated for a concussion. Ms. Macek has been traumatized by the incident, which caused her to experience severe anxiety and depression. She has needed ongoing therapy to deal with her trauma, and has been diagnosed with PTSD as a result of her attack. As someone who is dependent on rideshare services to get around, she now experiences a great deal of helplessness and stress on a regular basis.

#### **IV. CLAIMS AND RELIEF SOUGHT**

Claimant seeks compensation for her financial, physical, and emotional damages flowing from her attack, as a result of Lyft's negligent and reckless refusal to institute reasonable safety measures, as well as its intentional misrepresentation of pertinent facts relating to the safety of using its service.

Claimant seeks additional compensation for her damages arising from Lyft's illegal scheme to deprive her of appropriate remedies by misclassifying her assailant as an independent contractor in violation of relevant state law.