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

9 JANE DOE PW 005, an individual,

10 Plaintiff,

11 v.

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

14 Defendants.

Case No. _____

**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 LYFT'S DRIVERS**
6. **VICARIOUS LIABILITY FOR SEXUAL
HARASSMENT**
7. **INTENTIONAL MISREPRESENTATION**
8. **NEGLIGENT MISREPRESENTATION**
9. **NEGLIGENT INFLECTION OF
EMOTIONAL DISTRESS**
10. **BREACH OF CONTRACT**
11. **STRICT PRODUCT LIABILITY –
DESIGN DEFECT**
12. **STRICT PRODUCT LIABILITY-
FAILURE TO WARN**

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1 JANE DOE PW 005, (“Plaintiff”) alleges causes of action against LYFT, INC. (“LYFT”), a
2 corporation with its principal place of business in San Francisco, California, and DOES 1 through
3 50, inclusive, and each of them, and complains and alleges as follows:

4 **FACTUAL OVERVIEW OF ALLEGATIONS**

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

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

19 3. On or around October 9, 2021, Plaintiff used her own LYFT account to hail a ride.
20 During that ride, a LYFT driver exposed himself to Plaintiff and masturbated in her presence. The
21 incident was reported immediately to the police. These events have had a devastating effect on
22 Plaintiff. Unfortunately, there have been many other victims who like Plaintiff, have been
23 traumatized after they simply contracted with LYFT for a safe ride home.

24 4. Passengers pay LYFT a fee in exchange for safe passage to their destination. LYFT’s
25 public representations state that “safety is our top priority” and “it is our goal to make every ride
26 safe, comfortable and reliable.” Sadly, LYFT’s priority is not passenger safety. Profits are LYFT’s
27 priority. As a result, Plaintiff and other female passengers continue to be attacked by sexual
28 predators driving for LYFT.

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

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

11 **INADEQUATE SAFETY PRECAUTIONS AND INADEQUATE SCREENING**

12 7. Even today, the hiring of LYFT drivers occurs without any real screening. Potential
13 drivers merely fill out a form online. There is no interview either in person or through online
14 platforms such as Skype or Zoom. There is no adequate background check and no biometric
15 fingerprinting. Almost all online applicants become drivers. Once a LYFT applicant becomes a
16 driver, LYFT fails to utilize its own technology, including in-car cameras and GPS tracking, to
17 ensure that drivers keep the camera running during the entire ride and that the driver remains on
18 course to the passenger's destination. LYFT does not have a zero-tolerance policy for sexual
19 misconduct and has allowed drivers who have been reported for misconduct to continue driving.
20 LYFT does not require non-harassment training, nor does it adequately investigate passenger
21 complaints of sexually inappropriate behavior or serious sexual assaults. Shockingly, a chatroom of
22 rideshare drivers exists where they openly discuss and brag about the access that they have to "hot"
23 young women. Notwithstanding LYFT's history of hiring sexual predators who have assaulted
24 LYFT passengers, and notwithstanding the obvious and open subculture of LYFT drivers who
25 harbor a sexual motivation for driving young female passengers, LYFT does nothing to warn its
26 female passengers about this very serious and real danger.

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1 **LYFT'S FINANCIAL MODEL**

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

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

12 **LYFT'S CONTROL OVER ITS DRIVERS**

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

16 11. LYFT collects a percentage fee for every ride. LYFT does not charge drivers a fee
17 to become a LYFT driver and LYFT does not charge drivers to use the LYFT App.

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

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

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

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

26 16. LYFT also allows for passengers to provide comments to LYFT regarding their
27 experience with LYFT DRIVER. These comments are not shared with other passengers. Passengers
28 are not provided with any information regarding their driver other than a photograph, and other basic

1 information about the car. Passengers are not informed about prior complaints concerning particular
2 drivers.

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

7 **NO MONITORING OF RIDES**

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

- 13 • Adopt a zero-tolerance policy for improper conduct and inform all drivers of the
14 policy;
- 15 • Maintain a surveillance camera and rules requiring its continuing operation
16 during all rides and have footage saved and accessible for download for up to 72
hours after each ride;
- 17 • Inform drivers that if they turn off the surveillance system during a LYFT ride,
18 they will never drive for LYFT again;
- 19 • Inform their drivers that they may not leave the car and accompany a passenger
20 to their home or to any other location outside the vehicle, other than to provide
temporary and time-limited assistance to a passenger; and
- 21 • Modify the functionality of the app so that LYFT can determine immediately if a
22 driver deviates from these protocols.
- 23 • Monitor rides and implement a system whereby passengers are required to
24 confirm their intention to terminate a ride before reaching their destination.
- 25 • Monitor rides and implement a system whereby passengers are required to
26 confirm their intention to change their destination or their intention to deviate
significantly from the assigned route.

27 19. The ongoing sexual attacks by LYFT drivers are and have long been known to LYFT.
28 Prior to Plaintiff's assault, LYFT has known that a consequence of its business model has been

1 exposing women, who are using the business for a safe ride home after a night of drinking, to drivers
2 that may take advantage of their vulnerable position. Despite being a company that holds itself out
3 to the public as being engaged in the safe transportation of its passengers from place to place for
4 compensation, LYFT has failed to take any reasonable precautions to attempt to prevent harm to its
5 passengers.

6 20. At the time of the actions alleged in this complaint LYFT was aware of the
7 established occurrence of sexual assault of its female passengers by its drivers but failed to take any
8 reasonable action to protect its passengers from these assaults and violations.

9 **MISREPRESENTATIONS AS TO SAFETY**

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

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

25 23. Further, LYFT does not report statistics about sexual harassment or sexual assault by
26 its drivers. LYFT does not disclose its policies or procedures on dealing with sexual assault by its
27 drivers. LYFT does not properly train its customer service representatives on how to deal with
28 serious allegations of driver misconduct. As a result, passengers who report sexual abuse by a driver

have been later matched with the same driver, and dangerous drivers continue to drive with LYFT and assault passengers while LYFT profits from their actions. At the time of Plaintiff's attack, LYFT's guidelines for their drivers made no mention of sexual harassment or assault guidelines.

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

LYFT'S BACKGROUND CHECKS

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

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

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

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

29. For example, most prospective taxi drivers are required by the taxicab companies to undergo criminal background checks that require the driver to submit fingerprints through a technology called “Live Scan.” The fingerprint images are used to automatically search against all other fingerprint images in government criminal record databases, including databases maintained by state law enforcement and the Federal Bureau of Investigation (FBI). The FBI’s database includes

1 criminal record information from all 50 states, including sex offender registries. If a person has a
2 criminal history anywhere in the U.S., it will register as a match.

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

7 31. Because of the unique identifying characteristics of fingerprints, the Live Scan
8 process provides assurance that the person whose criminal history has been run is, in fact, the
9 applicant. This would ensure that a convicted rapist or sexual predator could not use a false
10 identification to become a LYFT driver.

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

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

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

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

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36. On October 9, 2021, Plaintiff ordered a ride to work from her home using her own

37. The LYFT application assigned the ride to "Sameh" ("LYFT DRIVER"), who drove

39. Defendant LYFT collected a fee for the LYFT trip that resulted in the sexual assault.

tiff.

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

41. LYFT is legally responsible for the harm to Plaintiff under a number of legal theories

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42. Defendant LYFT (“DEFENDANT”) is a Delaware Corporation with its principal

1 43. Plaintiff is an adult woman who is a resident of Virginia. The assault occurred in
2 Newport News, Virginia. Plaintiff was a LYFT passenger who was sexually harassed by LYFT
3 DRIVER who drove her to work in Newport News on October 9, 2021.

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

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

46. 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.

JURISDICTION AND VENUE

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

48. Venue is proper in this Court pursuant to *California Code of Civil Procedure* §395 in that Defendant LYFT resides in and maintains its principal place of business in San Francisco, San Francisco County, California. Further, LYFT's negligent conduct, its breaches of contract express, and implied covenants and the conduct giving rise to Plaintiff's punitive damages claims, all occurred in San Francisco.

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

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

FIRST CAUSE OF ACTION

(GENERAL NEGLIGENCE)

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

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

1 53. LYFT has been on notice that its drivers have been sexually harassing, sexually
2 assaulting, and raping its passengers since 2015. LYFT was aware or should have been aware that
3 some LYFT drivers would continue to assault, sexually molest, sexually assault and/or rape their
4 vulnerable LYFT patrons and passengers.

5 54. Since learning of the sexual misconduct perpetrated by its drivers, LYFT never
6 adapted or improved its safety procedures in any meaningful way.

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

10 56. LYFT is very well aware of the dangers its drivers pose yet induces vulnerable
11 women like the Plaintiff to enter LYFT cars. In doing so, LYFT fails to warn of the dangers of
12 sexual harassment and assault by LYFT's drivers.

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

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

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

3 60. LYFT does not have a consistent, reliable system for addressing passenger reports of
4 sexual harassment or assault by its drivers and continues to let dangerous predators drive for and
5 earn money for LYFT.

6 61. For the above reasons and others, LYFT breached its duty of reasonable care towards
7 Plaintiff.

8 62. LYFT's breach was the legal cause of Plaintiff's harassment, which humiliated,
9 degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on
10 Plaintiff caused Plaintiff to suffer both psychological and physical harm from which she may never
11 fully recover.

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

14 **SECOND CAUSE OF ACTION**

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

16 64. The preceding paragraphs of this Complaint are incorporated by reference.

17 65. Defendant LYFT and DOES 1 through 50, inclusive, hired LYFT DRIVER.

18 66. LYFT did not interview, check the references of, provide training to, or advise LYFT
19 DRIVER of any anti-sexual assault policies when hiring him. LYFT had no reasonable basis for
20 believing that LYFT DRIVER was fit to drive vulnerable passengers and failed to use reasonable
21 care in determining whether he was fit for the task. LYFT should have known of LYFT DRIVER's
22 unfitness but failed to use reasonable care to discover his unfitness and incompetence.

23 67. Despite failing to reasonably endeavor to investigate LYFT DRIVER's
24 incompetence for transporting vulnerable passengers in a moving vehicle, LYFT employed LYFT
25 DRIVER.

26 68. LYFT knew or should have known that assigning the task of transporting vulnerable
27 passengers to an inadequately screened driver created an unreasonable risk of harm to LYFT's
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1 passengers, including Plaintiff, particularly when LYFT had been on notice of the string of sexual
2 harassment and assaults committed by LYFT's drivers.

3 69. LYFT failed to employ measures to adequately supervise its drivers.

4 70. LYFT failed to adequately record, investigate, and respond to passenger reports of
5 unsafe conduct such as sexual harassment and sexual assault by LYFT drivers.

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

8 72. LYFT DRIVER was and/or became unfit to perform the work for which he was
9 HIRED as he improperly and illegally took advantage of LYFT's passenger Plaintiff when she
10 attempted to use the service for a safe ride to work, thereby causing her psychological and physical
11 harm.

12 73. Because of LYFT DRIVER's unfitness to perform the task of transporting Plaintiff,
13 Plaintiff was sexually harassed, which humiliated, degraded, violated, and robbed Plaintiff of her
14 dignity and personal safety.

15 74. LYFT's and DOES 1 through 50's, inclusive, negligence in hiring, retaining, and or
16 supervising caused Plaintiff's sexual harassment, which humiliated, degraded, violated, and robbed
17 Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer
18 both psychological and physical harm from which she may never fully recover.

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

21 **THIRD CAUSE OF ACTION**

22 **(LYFT - COMMON CARRIER NEGLIGENCE)**

23 76. The preceding paragraphs of this Complaint are incorporated by reference.

24 77. At the time that Plaintiff was harassed, LYFT was a common carrier as it provided
25 transportation to the general public.

26 78. LYFT provides transportation through a digital application made available to the
27 general public for the purpose of transporting its users, the passengers, from place to place for profit.
28 LYFT has widely offered its services to the general public and charges standard fees for its services

1 through its application. LYFT does not allow discrimination against passengers on the basis of race,
2 color, national origin, religion, gender, gender identity, physical or mental disability, medical
3 condition, marital status, age, or sexual orientation. Any member of the public can use LYFT's
4 services for transportation.

5 79. As a common carrier, LYFT must carry its passengers, including Plaintiff, safely.

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

9 81. LYFT must use reasonable skill to provide everything necessary for safe
10 transportation, in view of the transportation used and the practical operation of the business.

11 82. Despite complaints to LYFT of sexual assaults committed by LYFT drivers and
12 lawsuits against LYFT for sexual assault, LYFT has failed to implement safety precautions that
13 would address the sexual harassment and assault problem.

14 83. LYFT does not provide a consistent and reliable way for passengers to report sexual
15 harassment, abuse, and rape.

16 84. LYFT does not warn passengers of the dangers of riding with LYFT and fails to warn
17 passengers of past complaints regarding LYFT drivers.

18 85. LYFT does not have an effective program in place to deal with the sexual predator
19 crisis posed by some of its drivers.

20 86. LYFT knows that its female passengers are in a uniquely vulnerable situation
21 enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

22 87. LYFT has not exercised reasonable care to protect its passengers from harassment,
23 assault, and rape by LYFT's drivers.

24 88. LYFT has not exercised the utmost degree of care in order to protect its passengers
25 from the danger posed by sexual predators who drive for LYFT. If LYFT had used the highest
26 degree of care, LYFT could have prevented or dramatically reduced the likelihood of the sexual
27 harassment and assault of its passengers, including Plaintiff.

28 89. LYFT failed to safely transport Plaintiff.

1 90. LYFT failed to use the utmost care and vigilance to protect Plaintiff from its own
2 driver who sexually harassed Plaintiff while she was being transported by LYFT.

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

7 92. As a legal and direct result of the aforementioned conduct and omission of
8 Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually harassed, which
9 humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The sexual
10 harassment on Plaintiff caused her to suffer both psychological and physical harm from which she
11 may never fully recover.

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

14 **FOURTH CAUSE OF ACTION**
15 **(NEGLIGENT FAILURE TO WARN)**

16 94. The preceding paragraphs of this Complaint are incorporated by reference.

17 95. LYFT's conduct created a risk of physical or emotional harm to its passengers,
18 including Plaintiff.

19 96. In operating its business, LYFT knew and had reason to know that its passengers
20 were at risk of sexual harassment, assault, and abuse by LYFT's drivers since as early as 2015. Since
21 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been notified
22 of police investigations of the criminal conduct of drivers acting within their capacity as LYFT
23 drivers, and has been the subject of numerous civil suits alleging the sexual harassment and sexual
24 assault of LYFT's passengers by LYFT's drivers.

25 97. Despite the knowledge of the danger its enterprise creates, LYFT did not alert its
26 passengers, including Plaintiff, to the risk of sexual harassment and assault by LYFT drivers. In fact,
27 LYFT continued to market itself as a service that provides "safe" rides, even to unaccompanied
28 and/or intoxicated passengers.

1 98. 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 passengers
3 during the Spring Break season, “making it easier to get a safe ride home even if you’re in a new
4 city.” In November 2016, LYFT’s website posted a blog post entitled “Get Home Safely with Lyft,”
5 again touting its partnership with It’s On Us and offering college students free LYFT rides so that
6 they “don’t need to worry about finding a safe ride after going out.” The insinuation of these articles
7 is that LYFT prevents, and does not create, the risk of sexual assault. Nowhere on LYFT’s website
8 does LYFT discuss the occurrence or risk of sexual assault by LYFT’s drivers.

9 99. LYFT itself represented to its passengers that riding with LYFT is safe, implying it’s
10 free of risk from sexual harassment and assault.

11 100. Defendant LYFT had reason to know that passengers would be unaware of the risk
12 of sexual harassment and assault by LYFT drivers.

13 101. A warning to its passengers that they were at risk of sexual harassment and assault
14 by LYFT drivers would have reduced the risk of harm to passengers, including Plaintiff, who could
15 have arranged for alternative transportation or taken additional safety precautions and avoided the
16 assault she suffered at the hands of her Lyft driver.

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 sexually harassed, which
19 humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved
20 attack on Plaintiff caused Plaintiff to suffer serious psychological harm from which she may never
21 fully recover.

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

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27 **FIFTH CAUSE OF ACTION**
28 **(VICARIOUS LIABILITY/LIABILITY FOR THE TORTS OF LYFT’S DRIVERS)**

1 104. Plaintiff incorporates by reference the preceding paragraphs.

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

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

9 107. LYFT profits from transporting vulnerable passengers. LYFT encourages such
10 passengers to use its services. At the same time, LYFT does not take reasonable steps to protect its
11 passengers or warn them of the dangers of riding with LYFT. LYFT, and not the victims of LYFT's
12 negligence, should bear the costs of injuries that result from torts such as sexual harassment, assault,
13 kidnapping, and rape.

14 108. LYFT drivers are employees. LYFT reserves the right to control the activities of
15 LYFT drivers. LYFT controls the prices charged to customers, controls contact with the customer
16 base, controls the ability of a driver to see where he will be driving before he accepts a ride, and
17 reserves the right to terminate drivers with or without cause.

18 109. LYFT DRIVER's sexual harassment of Plaintiff occurred within the scope of LYFT
19 DRIVER's employment and/or authority. The harassment and assault of unaccompanied women
20 who have been placed in an improperly screened LYFT driver's car with little to no supervision is
21 incidental to and a foreseeable result of the act of transporting passengers.

22 110. LYFT may maintain that its drivers are contractors and not employees. Nevertheless,
23 whether LYFT DRIVERS are characterized as contractors, employees or agents, LYFT has a non-
24 delegable duty to transport its passengers safely.

25 111. The doctrine of nondelegable duty recognizes when one party owes a duty to another
26 which, for public policy reasons, cannot be delegated. It operates to ensure that when a harm occurs
27 the injured party will be compensated by the party whose activity caused the harm and who may
28 therefore properly be held liable for the acts of his agent, whether the agent was an employee or an

1 independent contractor. The doctrine recognizes that an entity may not delegate its duties to a
2 contractor in order to evade its own responsibilities. This is especially so when allowing delegation
3 would incentivize the employers to hire incompetent contractors in order to further the employer's
4 pecuniary interests.¹

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

12 113. Further, LYFT drivers act as agents of and operate as extensions of LYFT. LYFT
13 drivers represent LYFT's business and further LYFT's pecuniary interests.

14 114. LYFT drivers display the LYFT logo when interacting with passengers, and in many
15 cases LYFT drivers are the only people with whom LYFT's passengers have direct contact. LYFT
16 drivers provide the service that LYFT claims to provide transportation.

17 115. By allowing LYFT drivers to represent LYFT's business, LYFT creates the
18 impression that its drivers, including LYFT DRIVER, were LYFT's employees and/or agents.

19 116. Plaintiff reasonably believed that LYFT DRIVER was an employee or agent of
20 LYFT, and, relying on this belief, hired LYFT DRIVER, and suffered harm as a result of her contact
21 with LYFT DRIVER.

22 117. For these reasons and others, LYFT is vicariously liable for the tortious acts of its
23 drivers, regardless of whether LYFT's drivers are employees, agents, apparent agents, or contractors
24 of LYFT.

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27 ¹ See, for example, *Barry v. Raskov* (Ct. App. 1991) 232 Cal. App. 3d 447, 454, 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.

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1 124. At the time that Plaintiff was sexually harassed, she had downloaded the LYFT
2 application and had an account with LYFT.

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

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

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

12 128. LYFT made these representations to Plaintiff and the general public despite knowing
13 that it had chosen not to take the measures necessary to provide a safe ride home, and that, as a
14 result, continued sexual harassment and assault of its passengers by its drivers was a foreseeable
15 occurrence. LYFT made these representations in order to induce women like the Plaintiff into using
16 LYFT's services and to derive profit from women like Plaintiff.

17 129. In getting into the LYFT Plaintiff ordered, Plaintiff reasonably relied on LYFT's
18 representations that it would get her safely to her destination.

19 130. In trusting and relying on LYFT's representations, Plaintiff was placed in a uniquely
20 vulnerable position that was taken advantage of by LYFT's employee LYFT DRIVER who sexually
21 harassed Plaintiff against her will.

22 131. As a legal result of LYFT's intentional misrepresentation, Plaintiff was harassed
23 which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The
24 depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from
25 which she may never fully recover.

26 132. As a legal result of LYFT's intentional misrepresentation, Plaintiff has suffered
27 damages, both economic and general, non-economic damages according to proof.
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EIGHTH CAUSE OF ACTION
(NEGLIGENT MISREPRESENTATION)

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

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

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

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

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

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

139. In getting into the LYFT Plaintiff ordered, Plaintiff reasonably relied on LYFT's representations that it would get her safely home.

140. In trusting and relying on LYFT's representations, Plaintiff was placed in a uniquely vulnerable position that was taken advantage of by LYFT's employee, LYFT DRIVER, who sexually harassed Plaintiff against her will.

141. As a legal result of Defendant LYFT's aforementioned conduct, Plaintiff was sexually harassed which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused her to suffer both psychological harm from which she may never fully recover.

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

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

TENTH CAUSE OF ACTION
(BREACH OF CONTRACT)

150. Plaintiff hereby incorporates by reference all the preceding allegations.

Plaintiff entered into a contract with LYFT. The essence of this commercial transaction was the payment of a fee to LYFT in exchange for safe and reasonable transportation to her destination.

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

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

ELEVENTH CAUSE OF ACTION

**(STRICT PRODUCT LIABILITY BASED ON DESIGN DEFECT OF THE LYFT APP
AND FAILURE OF THE LYFT APP TO MEET MINIMUM REASONABLE CONSUMER
SAFETY EXPECTATIONS)**

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

154. LYFT manufactured and distributed the LYFT App.

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

156. Plaintiff was harmed.

157. LYFT App's failure to communicate with Plaintiff a true expectation of the lack of safety in use of the Lyft App was a substantial factor in causing harm to the Plaintiff.

TWELFTH CAUSE OF ACTION

(STRICT PRODUCT LIABILITY BASED ON FAILURE TO WARN OF THE RISKS POSED BY THE LYFT RIDESHARING APP)

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

159. LYFT manufactured and distributed the LYFT App.

160. The LYFT App presented potential risks of introducing each driver to a plaintiff victim who, because of the nature of the nature of the ridesharing arrangement created and facilitated by the LYFT App, could neither escape from the driver's vehicle nor control the place where the driver would take the plaintiff victim; these are risks that were known or knowable at the time of manufacture and distribution of the LYFT App.

161. The potential risks presented a substantial danger when the LYFT App was used or misused in an intended or reasonably foreseeable way.

162. Ordinary consumers such as the Plaintiff would not have recognized the potential risks.

163. Defendant LYFT failed to adequately warn of the potential risks.

164. Plaintiff was sexually harassed and harmed.

165. The lack of sufficient warnings was a substantial factor in causing the harm suffered by Plaintiff.

PUNITIVE DAMAGES

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

167. As stated above, LYFT knew that it faced an ongoing problem of sexual predators driving for LYFT and assaulting its passengers. As early as 2015 LYFT knew that its drivers were sexually harassing and assaulting female passengers. Since 2015, LYFT has received frequent passenger complaints about driver sexual misconduct, including sexual assault and rape, it has been

1 notified of police investigations of the criminal sexual conduct of drivers acting within their capacity
2 as LYFT drivers, and it has been the subject of numerous civil suits alleging the sexual harassment
3 and sexual assault of LYFT's passengers by LYFT's drivers.

4 168. Nevertheless, even though LYFT was fully aware of its sexual predator problem it
5 failed to take safety precautions to protect its passengers.

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

21 170. As such LYFT acted, and continues to act, recklessly and in knowing, conscious
22 disregard of the safety of its passengers and the public safety.

23 171. As a legal result of the aforementioned negligent, reckless and grossly negligent
24 conduct of Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually harassed,
25 which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety.

26 172. As a result of her sexual harassment, Plaintiff suffered serious emotional distress.

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

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against all Defendants as follows:

- 3 1. For general damages (also known as non-economic damages), including but not
4 limited to, past and future pain and suffering, in an amount in excess of the jurisdictional minimum,
5 according to proof;
- 6 2. For special damages (also known as economic damages), including but not limited
7 to past and future hospital, medical, professional, and incidental expenses as well as past and future
8 loss of earnings, loss of opportunity, and loss of earning capacity, in excess of the jurisdictional
9 minimum, according to proof;
- 10 3. For exemplary and punitive damages according to proof;
- 11 4. For prejudgment interest, according to proof;
- 12 5. For costs of suit incurred herein, according to proof;
- 13 6. For such other and further relief as the Court may deem just and proper.
- 14

15 DATED: August 31, 2022

PEIFFER WOLF CARR KANE CONWAY & WISE

16
17 

18 _____
19 Adam B. Wolf
20 Tracey Cowan
Attorneys for Plaintiff

21 **DEMAND FOR JURY TRIAL**

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

23 DATED: August 31, 2022

PEIFFER WOLF CARR KANE CONWAY & WISE

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26 _____
27 Adam B. Wolf
28 Tracey Cowan
Attorneys for Plaintiff