

1 Adam B. Wolf (SBN 215914)
Tracey Cowan (SBN 250053)
2 **PEIFFER WOLF CARR KANE CONWAY & WISE LLP**
4 Embarcadero Center, Suite 1400
3 San Francisco, California 94111
Telephone: (415) 426-5641
4 Facsimile: (415) 402-0058
Email: awolf@peifferwolf.com
5 Email: tcowan@peifferwolf.com

6 *Attorneys for Plaintiff*

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

10 JANE DOE PW 002, an individual,

11 Plaintiff,

12 v.

13 LYFT, INC., a Delaware Corporation; and
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
ASSAULT**
7. **VICARIOUS LIABILITY FOR SEXUAL
BATTERY**
8. **INTENTIONAL MISREPRESENTATION**
9. **NEGLIGENT MISREPRESENTATION**
10. **NEGLIGENT INFLECTION OF
EMOTIONAL DISTRESS**
11. **BREACH OF CONTRACT**
12. **STRICT PRODUCT LIABILITY –
DESIGN DEFECT**
13. **STRICT PRODUCT LIABILITY-
FAILURE TO WARN**

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JANE DOE PW 002, (“Plaintiff”) alleges causes of action against LYFT, INC. (“LYFT”), a corporation with its principal place of business in San Francisco, California, and DOES 1 through 50, inclusive, and each of them, and complains and alleges as follows:

FACTUAL OVERVIEW OF ALLEGATIONS

1. LYFT 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 that LYFT drivers were sexually assaulting and raping female passengers. Since 2015, sexual predators driving for LYFT have continued to assault and rape LYFT’s female passengers. For five years, LYFT has known of the ongoing sexual assaults and rapes by LYFT drivers upon LYFT passengers. Complaints to LYFT by female passengers who have been attacked by LYFT drivers, combined with subsequent criminal investigations by law enforcement, clearly establish that LYFT has been fully aware of these continuing attacks by sexual predators driving for LYFT.

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

3. On or around July 3, 2019, Plaintiff was assaulted by a LYFT driver. These events have had a devastating effect on Plaintiff. The trauma of the assault caused and continues to cause excruciating pain and suffering and has had a catastrophic impact on Plaintiff’s life and well-being. Unfortunately, there have been many other sexual assault victims who like Plaintiff, have been attacked and traumatized after they simply contracted with LYFT for a safe ride.

4. Passengers pay LYFT a fee in exchange for safe passage to their destination. LYFT’s public representations state that “safety is our top priority” and “it is our goal to make every ride safe, comfortable and reliable.” Sadly, LYFT’s priority is not passenger safety. Profits are LYFT’s priority. As a result, Plaintiff and other female passengers continue to be attacked by sexual 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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9. LYFT also has a high turnover among its drivers because they are not well paid and often move on to other jobs. As a result, and in order to keep the number of drivers on the road at a maximum level, LYFT's business model is designed to accept as many new drivers as possible and to keep as many existing drivers working for LYFT as possible. Unfortunately, LYFT prioritizes profits over passenger safety. That is why LYFT corporate management has made deliberate decisions to adopt inadequate initial screening procedures, inadequate safety monitoring, and has failed to warn passengers of the dangers of riding with LYFT.

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

28 19. The ongoing sexual attacks by LYFT drivers are and have long been known to LYFT.

1 Prior to Plaintiff's assault, LYFT has known that a consequence of its business model has been
2 exposing women, who are using the business for a safe ride home, to drivers that may take advantage
3 of their vulnerable position. Despite being a company that holds itself out to the public as being
4 engaged in the safe transportation of its passengers from place to place for compensation, LYFT has
5 failed to take any reasonable precautions to attempt to prevent harm to its 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 with the expectation that they will not be
23 harassed, propositioned, kidnapped, attacked, stalked, raped, or worse, by LYFT's drivers.

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

1 and assault passengers while LYFT profits from their actions. At the time of Plaintiff's attack,
2 LYFT's guidelines for their drivers made no mention of sexual harassment or assault guidelines.

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

6 **LYFT'S BACKGROUND CHECKS**

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

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

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

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

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

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

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

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

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

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

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

26 **THE ATTACK UPON PLAINTIFF**

27 36. On July 3, 2019, Plaintiff ordered a LYFT to get her safely to her Air BNB. Plaintiff
28 was visiting Louisville, KY from OH and consistently used LYFT during her visit for transportation.

1 37. The LYFT application assigned the ride to "Robert" ("LYFT DRIVER"), who drove
2 Plaintiff to her destination.

3 38. During the ride, the LYFT DRIVER asked if it was okay if he went through a fast-
4 food drive through. The LYFT DRIVER then started asking Plaintiff if she was currently seeing
5 anyone and if she had ever been sexual with anyone.

6 39. After pulling up directions on her phone, Plaintiff realized the LYFT DRIVER was
7 driving the opposite direction of her drop off location. The LYFT DRIVER drove Plaintiff around
8 for 48 minutes. During the ride, the LYFT DRIVER reached over to the passenger seat where
9 Plaintiff was sitting and grabbed Plaintiff's leg, arm, and hands. Plaintiff was scared but tried to
10 remain calm to avoid a confrontation.

11 40. When they reached Plaintiff's destination, the LYFT DRIVER would not let her out
12 of the car. The LYFT DRIVER told Plaintiff she could not leave the car until she gave him a hug.
13 He held the door handle closed to keep her from opening the door. She finally complied and gave
14 him a hug, so he would allow her to leave.

15 41. Plaintiff reported the incident to Lyft the next day.

16 42. The LYFT application assigned the ride to "Brian" ("LYFT DRIVER"), who drove
17 Plaintiff to her home. During the ride, LYFT DRIVER repeatedly made comments about the
18 Plaintiff's appearance and asked her to get a hotel room with him so they could "party." At the end
19 of the ride, LYFT DRIVER reached into the back seat and grabbed Plaintiff's genitals under her
20 shorts against her will.

21 43. Defendant LYFT collected a fee for the LYFT trip that resulted in the sexual assault
22 of Plaintiff.

23 44. By failing to take reasonable steps to confront the problem of multiple rapes and
24 sexual assaults of LYFT passengers by LYFT drivers, LYFT has acted in conscious disregard of the
25 safety of its passengers, including Plaintiff, and has breached its duty of reasonable care and has
26 breached the implied and express covenants arising from its contract with its passengers.

27 45. LYFT is legally responsible for the harm to Plaintiff under a number of legal theories
28 including vicarious liability for the intentional acts of its employees, basic negligence for failing to

1 act with reasonable care when faced with multiple and ongoing attacks by its drivers, breach of the
2 non-delegable duty of a transportation company to provide safe passage to its passengers, punitive
3 damages for the conscious disregard of the safety of its female passengers, intentional and negligent
4 misrepresentations and breaches of contract, and express and implied covenants arising out of its
5 commercial contracts with its passengers, including Plaintiff.

6 **PARTIES**

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

12 47. Plaintiff is an adult woman who is a resident of Ohio. The assault occurred in
13 Louisville, Kentucky, and at the time of the assault, Plaintiff was a resident of Ohio. Plaintiff was
14 a LYFT passenger who was assaulted by LYFT DRIVER who drove her to her destination in
15 Louisville on July 3, 2019.

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

25 49. Plaintiff is informed and believes, and on that basis alleges, that at all times herein
26 mentioned, each of the defendants herein was the agent, servant, licensee, employee, assistant,
27 consultant, or alter ego, of each of the remaining defendants, and was at all times herein mentioned
28 acting within the course and scope of said relationship when Plaintiff was injured as set forth herein.

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

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

14 **JURISDICTION AND VENUE**

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

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

28 53. All executive decision making of the part of LYFT regarding hiring policies,

1 handling of complaints regarding drivers, driver termination policies, training of drivers and
2 standard operating procedures relating to drivers occurred in San Francisco.

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

5 **FIRST CAUSE OF ACTION**

6 **(GENERAL NEGLIGENCE)**

7 55. The preceding paragraphs of this Complaint are incorporated by reference.

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

11 57. LYFT has been on notice that its drivers have been sexually harassing, sexually
12 assaulting, and raping its passengers since 2015. LYFT was aware or should have been aware that
13 some LYFT drivers would continue to assault, sexually molest, sexually assault and/or rape their
14 vulnerable LYFT patrons and passengers.

15 58. Since learning of the sexual misconduct perpetrated by its drivers, LYFT never
16 adapted or improved its safety procedures in any meaningful way.

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

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

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

25 62. LYFT does not cooperate with the police when a driver commits an illegal sexual
26 attack on its passengers. Despite having the express right to disclose driver information at LYFT's
27 sole discretion, LYFT requires that extensive standards be met before the company will even
28 consider law enforcement requests for information. Even after a report of sexual assault has been

1 made, LYFT generally requires a subpoena before it will release information. Of hundreds of law
2 enforcement requests for information in 2017, the company fully complied with only a fraction.
3 LYFT's policy of noncooperation discourages police agencies from making recommendations to
4 District Attorney's offices to file complaints against LYFT drivers, and provides LYFT's predatory
5 drivers with tacit assurance that their illegal attacks will not be detected by law enforcement.

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

12 64. LYFT does not have a consistent, reliable system for addressing passenger reports of
13 sexual harassment or assault by its drivers and continues to let dangerous predators drive for and
14 earn money for LYFT.

15 65. For the above reasons and others, LYFT breached its duty of reasonable care towards
16 Plaintiff.

17 66. LYFT's breach was the legal cause of Plaintiff's harassment and assault, which
18 humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The depraved
19 attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from which she
20 may never fully recover.

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

23 **SECOND CAUSE OF ACTION**

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

25 68. The preceding paragraphs of this Complaint are incorporated by reference.

26 69. Defendant LYFT and DOES 1 through 50, inclusive hired LYFT DRIVER.

27 70. LYFT did not interview, check the references of, provide training to, or advise LYFT
28 DRIVER of any anti-sexual assault policies when hiring him. LYFT had no reasonable basis for

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

4 71. Despite failing to reasonably endeavor to investigate LYFT DRIVER's
5 incompetence for transporting vulnerable passengers in a moving vehicle, LYFT employed LYFT
6 DRIVER.

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

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

12 74. 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 75. LYFT was negligent in failing to terminate drivers it knew or reasonably should have
15 known were a threat to passengers, particularly vulnerable female passengers traveling alone.

16 76. 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 psychological and physical
19 harm.

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

23 78. LYFT's and DOES 1 through 50's, inclusive, negligence in hiring, retaining, and or
24 supervising caused Plaintiff's sexual harassment and assault, which humiliated, degraded, violated,
25 and 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 79. 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.

1 **THIRD CAUSE OF ACTION**

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

3 80. The preceding paragraphs of this Complaint are incorporated by reference.

4 81. At the time that Plaintiff was harassed and assaulted, LYFT was a common carrier
5 as it provided transportation to the general public.

6 82. 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 profit.
8 LYFT has widely offered its services to the general public and charges standard fees for its services
9 through its application. LYFT does not allow discrimination against passengers on the basis of race,
10 color, national origin, religion, gender, gender identity, physical or mental disability, medical
11 condition, marital status, age, or sexual orientation. Any member of the public can use LYFT's
12 services for transportation.

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

14 84. 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 Plaintiff.

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

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

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

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

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

28 90. LYFT knows that its female passengers are in a uniquely vulnerable situation

1 enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

2 91. LYFT has not exercised reasonable care to protect its passengers from harassment,
3 assault, and rape by LYFT's drivers.

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

8 93. LYFT failed to safely transport Plaintiff.

9 94. LYFT failed to use the utmost care and vigilance to protect Plaintiff from its own
10 driver who sexually harassed and assaulted Plaintiff while she was being transported by LYFT.

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

15 96. As a legal and direct result of the aforementioned conduct and omission of
16 Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually assaulted and harassed
17 which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The
18 sexual harassment and assault on Plaintiff caused her to suffer both psychological and physical harm
19 from which she may never fully recover.

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

22 **FOURTH CAUSE OF ACTION**

23 **(NEGLIGENT FAILURE TO WARN)**

24 98. The preceding paragraphs of this Complaint are incorporated by reference.

25 99. LYFT's conduct created a risk of physical or emotional harm to its passengers,
26 including Plaintiff.

27 100. In operating its business, LYFT knew and had reason to know that its passengers
28 were at risk of sexual harassment, assault, and abuse by LYFT's drivers since as early as 2015. Since

1 2015, LYFT has received frequent passenger complaints about driver misbehavior, has been notified
2 of police investigations of the criminal conduct of drivers acting within their capacity as LYFT
3 drivers, and has been the subject of numerous civil suits alleging the sexual harassment and sexual
4 assault of LYFT's passengers by LYFT's drivers.

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

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

17 103. LYFT itself represented to its passengers that riding with LYFT is safe, implying it's
18 free of risk from sexual harassment and assault.

19 104. Defendant LYFT had reason to know that passengers would be unaware of the risk
20 of sexual harassment and assault by LYFT drivers.

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

25 106. As a legal and direct result of the aforementioned conduct and omission of
26 Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually harassed and assaulted,
27 which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The
28 depraved attack on Plaintiff caused Plaintiff to suffer serious psychological and physical harm from

1 which she may never fully recover.

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

4 **FIFTH CAUSE OF ACTION**

5 **(VICARIOUS LIABILITY/LIABILITY FOR THE TORTS OF LYFT'S DRIVERS)**

6 108. Plaintiff incorporates by reference the preceding paragraphs.

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

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

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

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

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

27 114. LYFT may maintain that its drivers are contractors and not employees.
28 Nevertheless, whether LYFT DRIVERS are characterized as contractors, employees or agents,

1 LYFT has a non-delegable duty to transport its passengers safely.

2 115. The doctrine of nondelegable duty recognizes when one party owes a duty to another
3 which, for public policy reasons, cannot be delegated. It operates to ensure that when a harm occurs
4 the injured party will be compensated by the party whose activity caused the harm and who may
5 therefore properly be held liable for the acts of his agent, whether the agent was an employee or an
6 independent contractor. The doctrine recognizes that an entity may not delegate its duties to a
7 contractor in order to evade its own responsibilities. This is especially so when allowing delegation
8 would incentivize the employers to hire incompetent contractors in order to further the employer's
9 pecuniary interests.¹

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

17 117. Further, LYFT drivers act as agents of and operate as extensions of LYFT. LYFT
18 drivers represent LYFT's business and further LYFT's pecuniary interests.

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

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

24 120. Plaintiff reasonably believed that LYFT DRIVER was an employee or agent of
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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.

1 LYFT, and, relying on this belief, hired LYFT DRIVER and suffered harm as a result of her contact
2 with LYFT DRIVER.

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

6 **SIXTH CAUSE OF ACTION**

7 **(VICARIOUS LIABILITY FOR SEXUAL ASSAULT)**

8 122. The preceding paragraphs of this Complaint are re-alleged and incorporated by
9 reference.

10 123. At the time that Plaintiff was sexually assaulted, LYFT DRIVER intended to cause
11 harmful and offensive contact with Plaintiff, and placed Plaintiff in reasonable apprehension of
12 imminent harmful and offensive contact. He intentionally and recklessly did acts which placed
13 Plaintiff in apprehension of imminent harm.

14 124. As a result, Plaintiff was assaulted, which humiliated, degraded, violated, and robbed
15 Plaintiff of her dignity and personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer
16 both psychological and physical harm from which she may never fully recover.

17 125. LYFT DRIVER committed these tortious and wrongful acts while acting in the
18 course and scope of his employment with LYFT as an employee/agent of LYFT. Therefore, LYFT
19 is liable for LYFT DRIVER's assault of Plaintiff and is responsible for damages caused by said
20 conduct under the principles of vicarious liability, including the doctrine of *respondeat superior*.
21 Even if LYFT DRIVER had not been an employee, LYFT's duty to provide transportation free of
22 assault is nondelegable and LYFT is liable for LYFT DRIVER's actions, because to allow LYFT to
23 delegate its duty of providing the safe transportation it promises would incentivize LYFT to create
24 a greater risk of harm to the public.

25 126. Under the theories of *respondeat superior*, nondelegable duty, agency, and ostensible
26 agency, LYFT is liable for the tortious acts of LYFT DRIVER.

27 127. As a legal result of LYFT DRIVER's sexual assault, Plaintiff has suffered economic
28 and general, non-economic damages according to proof.

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1 to be false including the false statement that Defendant would provide Plaintiff with a safe ride to
2 her destination.

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

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

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

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

15 141. As a legal result of LYFT's intentional misrepresentation, Plaintiff was sexually
16 assaulted and harassed which humiliated, degraded, violated, and robbed Plaintiff of her dignity and
17 personal safety. The depraved attack on Plaintiff caused Plaintiff to suffer both psychological and
18 physical harm from which she may never fully recover.

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

21 **NINTH CAUSE OF ACTION**

22 **(NEGLIGENT MISREPRESENTATION)**

23 143. The preceding paragraphs of this Complaint are re-alleged and incorporated by
24 reference.

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

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

146. 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.

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

148. 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 home as represented.

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

150. 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 assaulted Plaintiff against her will.

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

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

TENTH CAUSE OF ACTION

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

153. Plaintiff hereby incorporates by reference the preceding causes of action and factual allegations.

154. For several years prior to the assault of Plaintiff by LYFT DRIVER, LYFT was fully aware that other female passengers had been sexually harassed, assaulted, and raped by LYFT drivers. Since 2015, LYFT has received frequent passenger complaints about driver misbehavior,

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

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

7 156. Safety precautions such as enhanced background checks, biometric fingerprinting,
8 job interviews, electronic monitoring systems, warnings to passengers of the dangers of being
9 attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a passenger
10 would have cost LYFT money and reputational damage. Because of this, LYFT decided not to
11 implement such precautions and instead continues to place its passengers at greater risk of sexual
12 harassment, assault and rape by LYFT's own drivers.

13 157. Additional safety precautions that LYFT chose not to make include but are not
14 limited to: ongoing monitoring of LYFT through available technology including cameras and GPS;
15 a zero tolerance policy for drivers who deviate from expected behavior by leaving the vehicle with
16 passengers, or by deviating substantially from the assigned route; a zero-tolerance program for
17 sexual assault and guidelines mandating immediate termination; creating and instituting a system
18 encouraging customer reporting; and adequate monitoring of customer complaints by well-trained
19 and effective customer service representatives. LYFT chose not to implement such precautions.

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

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

27 **ELEVENTH CAUSE OF ACTION**
28 **(BREACH OF CONTRACT)**

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

161. 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.

162. 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.

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

TWELFTH 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)**

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

165. LYFT manufactured and distributed the LYFT App.

166. 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.

167. Plaintiff was harmed.

168. 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.

THITEENTH CAUSE OF ACTION

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

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

170. LYFT manufactured and distributed the LYFT App.

171. The LYFT App presented potential risks of introducing each driver to a plaintiff

1 victim who, because of the nature of the nature of the ridesharing arrangement created and facilitated
2 by the LYFT App, could neither escape from the driver's vehicle nor control the place where the
3 driver would take the plaintiff victim; these are risks that were known or knowable at the time of
4 manufacture and distribution of the LYFT App.

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

7 173. Ordinary consumers such as the Plaintiff would not have recognized the potential
8 risks.

9 174. Defendant LYFT failed to adequately warn of the potential risks.

10 175. Plaintiff was sexually assaulted and harmed.

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

13 **PUNITIVE DAMAGES**

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

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

23 179. Nevertheless, even though LYFT was fully aware of its sexual predator problem it
24 failed to take safety precautions to protect its passengers.

25 180. Safety precautions such as enhanced background checks, biometric fingerprinting,
26 job interviews, electronic monitoring systems, ongoing monitoring of LYFT drivers and rides
27 through available technology including cameras and GPS; a zero tolerance policy for drivers who
28 deviate from expected behavior by leaving the vehicle with passengers, or by deviating substantially

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

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

14 182. As a legal result of the aforementioned negligent, reckless and grossly negligent
15 conduct of Defendants LYFT and DOES 1 through 50, inclusive, Plaintiff was sexually assaulted,
16 which humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety.

17 183. As a result of her sexual assault, Plaintiff suffered serious emotional distress.

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

20 **PRAYER FOR RELIEF**

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

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

25 2. For special damages (also known as economic damages), including but not limited
26 to past and future hospital, medical, professional, and incidental expenses as well as past and future
27 loss of earnings, loss of opportunity, and loss of earning capacity, in excess of the jurisdictional
28 minimum, according to proof;

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

DATED: August 31, 2022

PEIFFER WOLF CARR KANE CONWAY & WISE



Adam B. Wolf
Tracey Cowan
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

DATED: August 31, 2022

PEIFFER WOLF CARR KANE CONWAY & WISE



Adam B. Wolf
Tracey Cowan
Attorneys for Plaintiff