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CLERK OF THE COURT
BY: SANDRA L. SCHIRO
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7 *Attorneys for Plaintiff*

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

9 **COUNTY OF SAN FRANCISCO**

10 MARY ESPINOSA, an individual,

11 Plaintiff,

12 v.

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

14 Defendants.

Case No. CGC-19-578282

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

1. GENERAL NEGLIGENCE
2. NEGLIGENT HIRING, RETENTION,
AND SUPERVISION
3. COMMON CARRIER NEGLIGENCE
4. NEGLIGENT FAILURE TO WARN
5. VICARIOUS LIABILITY FOR SEXUAL
ASSAULT
6. VICARIOUS LIABILITY FOR SEXUAL
BATTERY
7. VICAROUS LIABILITY FOR FALSE
IMPRISONMENT
8. INTENTIONAL MISREPRESENTATION
9. NEGLIGENT MISREPRESENTATION
10. NEGLIGENT INFLECTION OF
EMOTIONAL DISTRESS
11. BREACH OF CONTRACT
12. PUNITIVE DAMAGES

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

FACTUAL OVERVIEW OF ALLEGATIONS

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

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

17 3. On May 8, 2018, Plaintiff was sexually assaulted by a LYFT driver while the driver
18 was driving for LYFT. These events have had a debilitating effect on plaintiff. The trauma of the
19 sexual assault caused and continues to cause excruciating pain and suffering and has had a
20 catastrophic impact on plaintiff's life and well-being. Unfortunately, there have been many other
21 sexual assault victims who like Plaintiff, have been attacked and traumatized after they simply
22 contracted with LYFT for a safe ride home.

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

28 5. When faced with this sexual predator crisis, there are a number of potential safety

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

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

10 **INADEQUATE SAFETY PRECAUTIONS AND INADEQUATE SCREENING**

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

26 **LYFT'S FINANCIAL MODEL**

27 8. The key to LYFT's business model is getting as many new LYFT drivers on the
28 road as possible. The more drivers, the more rides, the more money LYFT makes. Unfortunately,

1 more careful screening and supervision would result in fewer drivers and lower profits.

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

9 **LYFT's CONTROL OVER ITS DRIVERS**

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

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

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

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

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

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

23 16. LYFT also allows for passengers to provide comments to LYFT regarding their
24 experience with the LYFT driver. These comments are not shared with other passengers.
25 Passengers are not provided with any information regarding their driver other than a photograph,
26 and other basic information about the car. Passengers are not informed about prior complaints
27 concerning particular drivers.

28 17. Within the app, LYFT does not tell passengers whether their comments regarding

1 drivers are shared with drivers, resulting in a ride share culture where passengers are fearful that
2 giving honest negative feedback could negatively impact their passenger star rating – or result in
3 retaliation from the driver.

4 NO MONITORING OF RIDES

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

- 10 • Adopt a zero-tolerance policy for improper conduct and inform all drivers
11 of the policy;
- 12 • Maintain a surveillance camera and rules requiring its continuing operation
13 during all rides;
- 14 • Inform drivers that if they turn off the surveillance system during a LYFT
15 ride, they will never drive for LYFT again;
- 16 • Inform their drivers that they may not leave the car and accompany a
17 passenger to their home or to any other location outside the vehicle, other
18 than to provide temporary and time-limited assistance to a passenger;
- 19 • Modify the functionality of the app so that LYFT can determine
20 immediately if a driver deviates from these protocols;

21 19. The ongoing sexual attacks by LYFT drivers are and have long been known to
22 LYFT. Prior to Plaintiff's sexual assault, LYFT has known that a consequence of its business
23 model has been exposing women, who are using the business for a safe ride to their destination, to
24 drivers that may take advantage of their vulnerable position. Despite being a company that holds
25 itself out to the public as being engaged in the safe transportation of its passengers from place to
26 place for compensation, LYFT has failed to take any reasonable precautions to attempt to prevent
27 harm to its passengers.

28 20. At the time of the actions alleged in this complaint LYFT was aware of the

1 established occurrence of sexual assault of its female passengers by its drivers but failed to take
2 any reasonable action to protect its passengers from these assaults and violations.

3 MISREPRESENTATIONS AS TO SAFETY

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

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

19 23. Further, LYFT does not report statistics about sexual harassment or sexual assault
20 by its drivers. LYFT does not disclose its policies or procedures on dealing with sexual assault by
21 its drivers. LYFT does not properly train its customer service representatives on how to deal with
22 serious allegations of driver misconduct. As a result, passengers who report sexual abuse by a
23 driver have been later matched with the same driver, and dangerous drivers continue to drive with
24 LYFT and assault passengers while LYFT profits from their actions. At the time of Plaintiff's
25 sexual assault, LYFT's guidelines for their drivers made no mention of sexual harassment or
26 assault guidelines.

27 24. In short, LYFT fails to follow reasonable safety procedures and intentionally
28 induces passengers to use LYFT's services while in a vulnerable state. As a result, Plaintiff and

1 women like her are attacked, sexually assaulted, and raped by LYFT's drivers.

2 LYFT'S BACKGROUND CHECKS

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

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

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

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

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

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

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

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

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

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

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

24 **THE SEXUAL ASSAULT UPON PLAINTIFF**

25 36. On the evening of May 8, 2018, Plaintiff ordered a LYFT

26 37. The LYFT application assigned the ride to "Frank" ("LYFT DRIVER").

27 38. LYFT DRIVER picked Plaintiff up and drove her home. -The ride lasted
28 approximately 10 minutes. During the entirety of the ride, LYFT DRIVER was eyeing Plaintiff in

1 the rearview mirror. After arriving at her home, as Plaintiff was taking off her seatbelt, LYFT
2 DRIVER abruptly reached over and unbuckled Plaintiff's seatbelt, reached across her, holding her
3 down, and began to roughly and forcibly kiss Plaintiff, holding her against her will.

4 39. Plaintiff was terrified of how this might escalate, so she exited the vehicle and ran
5 into her house. Plaintiff was left upset and frightened by this incident, and was scared that LYFT
6 DRIVER might come back since he knew where she lived.

7 40. Defendant LYFT collected and retained a fee for the LYFT trip that resulted in the
8 sexual assault of Plaintiff.

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

13 42. LYFT is legally responsible for the harm to Plaintiff under a number of legal
14 theories including vicarious liability for the intentional acts of its employees (battery and false
15 imprisonment) basic negligence for failing to act with reasonable care when faced with multiple
16 and ongoing attacks by its drivers, breach of the non-delegable duty of a transportation company
17 to provide safe passage to its passengers, punitive damages for the conscious disregard of the
18 safety of its female passengers, intentional and negligent misrepresentations and breaches of
19 contract, and express and implied covenants arising out of its commercial contracts with its
20 passengers, including Plaintiff.

21 PARTIES

22 43. Defendant LYFT ("DEFENDANT") is a Delaware Corporation with its principal
23 place of business at 185 Berry Street, San Francisco, California. San Francisco is the center of
24 Corporate decision-making with respect to the hiring and supervision of LYFT drivers, safety
25 precautions, passenger safety, as well as decision-making with respect to LYFT's response to the
26 ongoing sexual attacks upon LYFT passengers.

27 44. Plaintiff, an adult woman and resident of Florida, was a LYFT passenger who was
28 sexually assaulted by the LYFT driver who drove her home in Miami on the night of May 8, 2018.

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

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

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

27 **JURISDICTION AND VENUE**

28 48. The San Francisco Superior Court has jurisdiction over LYFT because it is a

1 corporation with its principal place of business is located in San Francisco, in the State of
2 California, LYFT is authorized to do business in the State of California and registered with the
3 California Secretary of State. LYFT has its primary place of business in San Francisco and
4 intentionally avails itself of the benefits and protection of California law such that the exercise of
5 jurisdiction over it by the California courts is consistent with traditional notions of fair play and
6 substantial justice. And, LYFT’s user agreement states, “this Agreement shall be governed by the
7 laws of the State of California....” Damages in this case exceed \$25,000.

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

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

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

18 **FIRST CAUSE OF ACTION**

19 **(GENERAL NEGLIGENCE)**

20 52. The preceding paragraphs of this Complaint are incorporated by reference.

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

24 54. LYFT has been on notice that its drivers have been sexually harassing, sexually
25 assaulting, and raping its passengers since 2015. LYFT was aware or should have been aware that
26 some LYFT drivers would continue to assault, sexually molest, sexually assault and/or rape their
27 vulnerable LYFT patrons and passengers.

28 55. Since learning of the sexual assaults perpetrated by its drivers, LYFT never adapted

1 or improved its safety procedures in any meaningful way.

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

5 57. LYFT is very well aware of the dangers its drivers pose yet induces women like the
6 Plaintiff to enter LYFT cars while intoxicated. In doing so, LYFT fails to warn of the dangers of
7 sexual assault by LYFT's drivers.

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

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

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

26 61. LYFT cultivates an environment that encourages its passengers to ignore signs of
27 danger.

28 62. LYFT does not have a streamlined process to address passenger reports of sexual

1 assault by its drivers and continues to let dangerous predators drive for and earn money for LYFT.

2 63. For the above reasons and others, LYFT breached its duty of reasonable care
3 towards Plaintiff.

4 64. LYFT's breach was the legal cause of Plaintiff's sexual assault which humiliated,
5 degraded, violated, and robbed Plaintiff of her dignity and personal safety. The sexual assault on
6 Plaintiff caused Plaintiff to suffer both psychological and physical harm from which she may
7 never fully recover.

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

10 **SECOND CAUSE OF ACTION**

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

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

13 67. Defendant LYFT and DOES 1 through 50, inclusive hired the LYFT DRIVER.

14 68. LYFT's hiring of the LYFT DRIVER was mostly automated, after the LYFT
15 DRIVER merely filled out some short forms online, uploaded photos of a driver's license, vehicle
16 registration and proof of vehicle insurance.

17 69. At the time LYFT DRIVER applied to drive for LYFT, LYFT was not performing
18 adequate background checks for its drivers. After minimal information was provided to LYFT,
19 LYFT DRIVER was hired and engaged as a LYFT driver.

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

26 71. Despite failing to reasonably endeavor to investigate LYFT DRIVER's
27 incompetence for transporting vulnerable and intoxicated women late at night in a moving vehicle,
28 LYFT employed LYFT DRIVER.

1 LYFT's services for transportation.

2 80. As a common carrier, LYFT must carry its passengers, including Plaintiff, safely.

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

7 82. LYFT must use reasonable skill to provide everything necessary for safe
8 transportation, in view of the transportation used and the practical operation of the business.

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

12 84. LYFT does not provide a consistent and reliable way for passengers to report
13 sexual abuse and rape.

14 85. LYFT does not warn passengers of the dangers of riding with LYFT and fails to
15 warn passengers of past complaints regarding LYFT drivers.

16 86. LYFT does not have an effective program in place to deal with the sexual predator
17 crisis posed by some of its drivers.

18 87. LYFT knows that its female passengers are in a uniquely vulnerable situation
19 enclosed in a moving vehicle and that a subset of its drivers are sexual predators.

20 88. LYFT has not exercised reasonable care to protect its passengers from harassment,
21 assault, and rape by LYFT's drivers.

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

26 90. LYFT failed to safely transport Plaintiff.

27 91. LYFT failed to use the utmost care and vigilance to protect Plaintiff from its own
28 driver who sexually assaulted Plaintiff while she was being transported by LYFT.

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

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

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

12 **FOURTH CAUSE OF ACTION**
13 **(NEGLIGENT FAILURE TO WARN)**

14 95. The preceding paragraphs of this Complaint are incorporated by reference.

15 96. LYFT’s conduct created a risk of physical or emotional harm to its passengers,
16 including Plaintiff.

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

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

27 99. In February 2015, LYFT’s website posted a blog post announcing it had partnered
28 with It’s On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft

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

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

10 101. Defendant LYFT had reason to know that passengers would be unaware of the risk
11 of sexual assault by LYFT drivers.

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

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

18 **VICARIOUS LIABILITY/LIABILITY FOR THE TORTS OF LYFT’S DRIVERS**

19 104. Plaintiff incorporates by reference the preceding paragraphs.

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

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

27 107. LYFT profits from transporting vulnerable passengers late at night. LYFT
28 encourages intoxicated passengers to use its services. At the same time, LYFT does not take

1 reasonable steps to protect its passengers or warn them of the dangers of riding with LYFT.
2 LYFT, and not the victims of LYFT's negligence, should bear the costs of injuries that result from
3 torts such as sexual assault, kidnapping, and rape.

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

8 109. LYFT DRIVER's sexual assault of Plaintiff occurred within the scope of the LYFT
9 DRIVER's employment and/or authority. The kidnapping, assault and rape of intoxicated and
10 unaccompanied women who have been placed in an improperly screened LYFT driver's car with
11 little to no supervision is incidental to and a foreseeable result of the act of transporting
12 passengers.

13 110. LYFT may maintain that its drivers are contractors and not employees.
14 Nevertheless, whether the LYFT drivers are characterized as contractors, employees or agents,
15 LYFT has a non-delegable duty to transport its passengers safely.

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

24 112. In advertising to passengers that LYFT provides them a safe ride to their
25

26 ¹ See, for example, Barry v. Raskov, 232 Cal. App. 3d 447, 454 (Ct. App. 1991), where the court
27 recognized that allowing a broker to delegate the liability for the fraudulent torts of its contractor
28 property appraiser would incentivize the broker to hire potentially insolvent contractors, to the
detriment of the public.

1 destinations and by profiting off of women who use LYFT for that very purpose and are attacked,
2 LYFT has a duty to its passengers that cannot be delegated. To allow LYFT to delegate the
3 liability for the assaults by its drivers to anyone else would encourage LYFT to continue to utilize
4 the cheapest, fastest, and most haphazard safety procedures. LYFT would be disincentivized from
5 hiring only competent drivers, since the more drivers LYFT has, the more money LYFT makes.

6 113. Further, LYFT drivers act as agents of and operate as extensions of LYFT. LYFT
7 drivers represent LYFT’s business and further LYFT’s pecuniary interests.

8 114. LYFT drivers display the LYFT logo when interacting with passengers, and in
9 many cases LYFT drivers are the only people with whom LYFT’s passengers have direct contact.
10 LYFT drivers provide the service that LYFT claims to provide – transportation.

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

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

16 117. For these reasons and others, LYFT is vicariously liable for the tortious acts of its
17 drivers, regardless of whether LYFT’s drivers are employees, agents, apparent agents, or
18 contractors of LYFT.

19 **FIFTH CAUSE OF ACTION**

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

21 118. The preceding paragraphs of this Complaint are re-alleged and incorporated by
22 reference.

23 119. At the time that Plaintiff was sexually assaulted, the LYFT DRIVER intended to
24 cause harmful and offensive contact with Plaintiff, and placed Plaintiff in reasonable apprehension
25 of imminent harmful and offensive contact. He intentionally and recklessly did acts which placed
26 Plaintiff in apprehension of imminent harm, including but not limited to: forcibly kissing Plaintiff
27 against her will.

28 120. As a result, Plaintiff was sexually assaulted, which humiliated, degraded, violated,

1 and robbed Plaintiff of her dignity and personal safety. The sexual assault on Plaintiff caused
2 Plaintiff to suffer both psychological and physical harm from which she may never fully recover.

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

11 122. Under the theories of *respondeat superior*, nondelegable duty, agency, and
12 ostensible agency, LYFT is liable for the tortious acts of LYFT DRIVER.

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

15 SIXTH CAUSE OF ACTION

16 (VICARIOUS LIABILITY FOR SEXUAL BATTERY)

17 124. The preceding paragraphs of this Complaint are re-alleged and incorporated by
18 reference.

19 125. LYFT DRIVER made harmful and offensive contact with the Plaintiff. Plaintiff
20 did not consent to the contact. Plaintiff was harmed and offended by LYFT DRIVER's contact
21 with her. LYFT DRIVER intentionally and recklessly did acts which resulted in harmful contact
22 with Plaintiff's person, including but not limited to: forcibly kissing Plaintiff against her will.

23 126. As a result of LYFT and LYFT DRIVER's sexual battery which occurred while in
24 the course and scope of the LYFT DRIVER's employment, Plaintiff was sexually assaulted, which
25 humiliated, degraded, violated, and robbed Plaintiff of her dignity and personal safety. The
26 depraved attack on Plaintiff caused Plaintiff to suffer both psychological and physical harm from
27 which she may never fully recover.

28 127. As a legal result of LYFT's Sexual Battery, Plaintiff has suffered damages, both

1 economic and general, non-economic damages according to proof.

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

4 **SEVENTH CAUSE OF ACTION**

5 **(VICARIOUS LIABILITY FOR FALSE IMPRISONMENT)**

6 129. The preceding paragraphs are incorporated by reference.

7 130. At the time of the above described LYFT ride and accompanying sexual assault,
8 Plaintiff was held against her will by force and was physically prevented from escaping, when
9 LYFT DRIVER forcibly prevented Plaintiff from escaping while he kissed her against her will.

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

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

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

16 **EIGHTH CAUSE OF ACTION**

17 **(INTENTIONAL MISREPRESENTATION)**

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

20 135. At the time that the Plaintiff was sexually assaulted, she had downloaded the LYFT
21 application and had an account with LYFT.

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

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

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

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

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

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

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

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

19 **NINTH CAUSE OF ACTION**

20 **(NEGLIGENT MISREPRESENTATION)**

21 144. The preceding paragraphs of this Complaint are re-alleged and incorporated by
22 reference.

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

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

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

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

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

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

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

15 152. As a legal result of Defendant LYFT's aforementioned conduct, Plaintiff was
16 sexually assaulted, 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.

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

21 **TENTH CAUSE OF ACTION**

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

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

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

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

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

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

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

20 159. 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.

24 160. 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.

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ELEVENTH CAUSE OF ACTION
(BREACH OF CONTRACT)

161. 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.

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
(PUNITIVE DAMAGES)

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

165. 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 assaulting female passengers. Since 2015, LYFT has received frequent passenger complaints about driver sexual misconduct, including sexual assault and rape, it has been notified of police investigations of the criminal sexual conduct of drivers acting within their capacity as LYFT drivers, and it has been the subject of numerous civil suits alleging the sexual harassment and sexual assault of LYFT’s passengers by LYFT’s drivers.

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

167. Safety precautions such as enhanced background checks, biometric fingerprinting, job interviews, electronic monitoring systems, warnings to passengers of the dangers of being attacked by LYFT drivers, and cooperation with law enforcement when a driver attacks a passenger would have cost LYFT money and reputational damage. Because of this, LYFT decided not to implement such precautions and instead has continued to place its passengers at

1 greater risk of kidnapping, sexual assault, rape, and forcible sodomy by LYFT’s own drivers.

2 168. As such LYFT acted recklessly and in knowing, conscious disregard of the safety
3 of its passengers and the public safety.

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

7 170. As a result of her sexual assault, Plaintiff suffered serious emotional distress.

8 171. As a result of LYFT’s misconduct as stated above, Plaintiff prays for exemplary
9 damages to punish LYFT for its misconduct and to deter future misconduct.

10 **PRAYER FOR RELIEF**

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

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

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

19 3. For exemplary and punitive damages according to proof;

20 4. For prejudgment interest, according to proof;

21 5. For costs of suit incurred herein, according to proof;

22 6. For such other and further relief as the Court may deem just and proper.

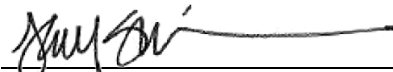
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24 DATED: August 8, 2019

LEVIN SIMES ABRAMS LLP

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By: 

Laurel L. Simes
Attorneys for Plaintiff

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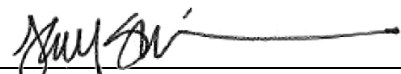
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DEMAND FOR JURY TRIAL

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

DATED: August 8, 2019

LEVIN SIMES ABRAMS LLP

By: 

Laurel L. Simes
Attorneys for Plaintiff

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