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17 **JANE DOE**

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **COUNTY OF LOS ANGELES**

BC 683524

20 JANE DOE,

21 Plaintiff,

22 vs.

23 UBER TECHNOLOGIES, INC.,

24 Defendant.

Case No.:

**JURY TRIAL DEMANDED**

**COMPLAINT**

25 Plaintiff Jane Doe, by and through her undersigned counsel, Wigdor LLP and Girard  
26 Bengali, APC, as and for her Complaint against Defendant Uber Technologies, Inc. ("Uber," the  
27 "Company" or "Defendant"), hereby alleges as follows:  
28

**PRELIMINARY STATEMENT**

1  
2           1.       Uber, the corporation behind the largest ridehailing app, has made it clear that  
3 across the board, it will stop at no lengths to make a profit. To that end, Uber knowingly places  
4 its female employees and female passengers in harm's way. In the name of the bottom line, Uber  
5 has proven repeatedly that it turns a blind eye to gender discrimination, internally towards female  
6 employees, and externally towards female passengers.  
7

8           2.       Earlier this year, media outlets reported that for years, Uber's sexist work culture  
9 was a poorly kept secret among technology-based employees. The issues of gender-based  
10 harassment and sexist hostile work environments rose to the forefront when, in February 2017,  
11 Susan Fowler ("Fowler"), a former engineer at Uber, posted an exposé of her time as an  
12 employee of the Company. Fowler detailed how she was sexually harassed by her male  
13 supervisor. Sadly, when she complained about her treatment, Uber insulated her male harasser  
14 from any consequences due to his ability to create earnings for the Company and marginalized  
15 Fowler's complaints.  
16

17           3.       Since Fowler's exposé, numerous other female employees have come forward to  
18 tell substantially similar stories of Uber's toxic misogynistic workplace. Notably, it appears that  
19 Uber executives at the highest levels have ratified sex-based discrimination.  
20

21           4.       It should come as no surprise that Uber's corporate culture has spilled over into  
22 the way the Company treats its passengers, especially its female passengers. To be clear, the  
23 number of reported sexual assaults and rapes of female passengers by male Uber drivers has sky-  
24 rocketed in the last several years. Rather than taking steps to address violence against female  
25 passengers, Uber has shamelessly opted to continue its strategy of "growth at any cost," and  
26 attempts to silence media coverage of the violent attacks.  
27  
28

1           5.       Uber’s response has been nonexistent both on *ex ante* and *ex post* levels. For  
2 example, background checks have not improved – they continue to be outsourced to private  
3 companies that, by law, have limitations on how far back into an individual’s history they can  
4 reach – and this has led to thousands of drivers with violent criminal records slipping through the  
5 cracks. Rather than using police-level background checks, Uber hires private companies that, by  
6 law, look back no more than seven years into a potential employee’s record. Moreover, Uber  
7 does not *once* require that prospective drivers meet with Uber before being approved to drive.  
8

9           6.       Disturbingly, drivers continue to operate under Uber’s control but with minimal  
10 monitoring, including no way for Uber to know if a driver has driven wildly off-route absent a  
11 passenger flagging such an issue.  
12

13           7.       “Profits over safety” has been at work at Uber for years, and female passengers  
14 and female employees alike continue to pay the price for Uber’s ruthless pursuit of income.  
15 Unfortunately, the model of “profits over safety” is also responsible for the tragedy at the center  
16 of this litigation.  
17

18           8.       Uber markets itself extensively as the best option for a safe ride home after a  
19 night of drinking, where a safe ride is always within reach and where drunk-driving is a thing of  
20 the past.  
21

22           9.       But what Uber does not share with passengers is that making the choice to hail a  
23 ride after drinking also puts them in peril from Uber drivers themselves. By marketing heavily  
24 toward people who have been drinking, especially younger women, while claiming that  
25 passenger safety is its #1 priority, Uber is instead putting these women at risk.  
26  
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1           10. Plaintiff Jane Doe is a female Uber passenger that the Company failed to protect.  
2 In Long Beach, California on November 11, 2016, Ms. Doe was raped by an Uber driver named  
3 Iosefo Auvaa (“Auvaa”).

4           11. The Uber app was used to arrange a ride to take Ms. Doe home.

5           12. In the evening of November 10, 2016, Ms. Doe and one of her female friends  
6 went out to grab drinks at two local establishments. While out with her friend, Ms. Doe  
7 consumed numerous alcoholic drinks.  
8

9           13. Realizing that she was too inebriated to drive home safely, Ms. Doe made what  
10 she believed to be “the safe choice” to hail a ride from Uber. Early in the morning on November  
11 11, 2016, at approximately 1:00 a.m., Ms. Doe used the app on her cell phone to order a ride  
12 home.  
13

14           14. Shortly after requesting the ride, Ms. Doe received a confirmation text from the  
15 app informing her that her driver, Auvaa, was on his way to pick her up.

16           15. After Ms. Doe entered the backseat of the car, she gave Auvaa the address of her  
17 home. Driving from her pickup location to her home should have taken approximately ten to  
18 fifteen minutes.  
19

20           16. Alcohol consumption caused Ms. Doe to “black out” shortly after providing  
21 Auvaa with her home address. When Ms. Doe awoke, she found herself in an isolated location  
22 with Auvaa on top of her and in the process of ripping her clothes from her body. A combination  
23 of trauma and inebriation cause Ms. Doe to lose consciousness again.  
24

25           17. At the conclusion of the assault, Auvaa dropped off Ms. Doe at her home between  
26 the hours of 3:00 and 4:00 a.m.  
27  
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1           18.     Later that morning, Ms. Doe awoke between 7:00 and 8:00 a.m., and was  
2 instantly overcome by the horrible trauma of the previous night. She found blood covering her  
3 shoes and was in a great deal of pain, so she immediately asked her mother to take her to the  
4 local hospital.

5           19.     At the hospital, doctors performed a rape kit analysis that confirmed Ms. Doe's  
6 terrible recollection of Auvaa's sexual assault.

7           20.     While Ms. Doe remained under medical care, the authorities were alerted and Ms.  
8 Doe reported to the police what Auvaa had done to her.

9           21.     Subsequently, the Long Beach Police Department performed an investigation into  
10 Ms. Doe's claims.

11           22.     Luckily, the police promptly located Auvaa, who was at a car wash, presumably to  
12 destroy any evidence of his crime. Ms. Doe's cell phone was discovered in Auvaa's back pocket.

13           23.     On November 15, 2016, Auvaa was charged with "Rape by use of drugs" and the  
14 court set bail at \$100,000.

15           24.     Shortly after Auvaa was booked, Ms. Doe discovered that Auvaa had been  
16 previously charged for committing violent crimes.

17           25.     In October of 2006, Auvaa was charged with two counts, including "Annoying or  
18 molesting a child under 18" as well as "Domestic battery."

19           26.     Separately, in or around December 2009, a California court had granted a  
20 temporary restraining order against Auvaa in connection with allegations of sexual abuse of a  
21 minor family member.

1           27.     Uber’s background check into Auvaa either failed to discover these egregious  
2 charges, or willfully chose to risk passengers’ lives in exchange for the additional profit one  
3 more driver could potentially have provided.

4           28.     Because Auvaa was acting as an agent of Uber at the time he raped Ms. Doe, Uber  
5 is liable for his actions.

6           29.     Indeed, because Uber is a common carrier, it had an affirmative duty to protect  
7 Ms. Doe from harm, including an intentional sexual assault committed by her driver.

8           30.     As detailed herein, Uber’s negligence, fraud, misleading statements and other  
9 unlawful actions caused Plaintiff’s rape and sexual assault, which humiliated, degraded, violated  
10 and robbed Plaintiff of her dignity.

11           31.     The attack on Plaintiff has caused her to suffer both physical and psychological  
12 harm from which she may never fully recover.<sup>1</sup>

### 13                                   **JURISDICTION AND VENUE**

14           32.     The California Superior Court has jurisdiction in this matter pursuant to  
15 California Constitution Article VI, Section 10, which grants the Superior Court “original  
16 jurisdiction in all causes except those given by statute to other trial courts.” The statutes under  
17 which this action is brought do not specify any other specific basis for jurisdiction.

18           33.     The California Superior Court also has jurisdiction in this matter because both the  
19 individual and aggregate monetary damages sought herein exceed the minimal jurisdictional  
20 limits of the Superior Court and will be established at trial, according to proof.

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21           <sup>1</sup>     See Rebecca M. Loya, *Rape as an Economic Crime: The Impact of Sexual Violence on Survivors*  
22 *Employment and Economic Well-Being*, J. INTERPERSONAL VIOLENCE (Nov. 6, 2014). According to studies, sexual  
23 assault and the related trauma response can disrupt survivors’ employment in several ways, including time off  
24 diminished performance, job loss, and inability to work. These outcomes can have long term impacts on the  
25 financial well-being of survivors, limiting long-term economic stability. *Id.*

1           34.     The California Superior Court also has jurisdiction over Defendant because it is a  
2 corporation with sufficient minimum contacts in California, is a citizen of California, or  
3 otherwise intentionally availed itself of the California market so as to render the exercise of  
4 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
5 substantial justice.

6           35.     Venue is proper in the Superior Court of California, County of Los Angeles  
7 pursuant to Code of Civil Procedure Section 395(a) and Code of Civil Procedure Section 395.5,  
8 in that liability arose there because at least some of the acts and omissions that are the subject  
9 matter of this Complaint occurred therein and/or Defendant either is found, maintains offices,  
10 transacts business, exists, and/or has an agent therein.

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12  
13                               **PARTIES**

14           36.     Jane Doe is an adult woman who is a citizen of and resides in Long Beach,  
15 California.

16           37.     Defendant Uber Technologies, Inc. is a Delaware Corporation with its principal  
17 place of business located at 1455 Market Street, San Francisco, California 94103, that operates  
18 throughout the United States.

19  
20                               **BACKGROUND AND FACTUAL ALLEGATIONS**

21           **I.     Uber Technologies, Inc.**

22           38.     Launched in San Francisco in June 2010, Uber calls itself a “transportation  
23 network company.” In the industry called “ridehailing,” Uber connects drivers and members of  
24 the public through a downloadable smartphone application (“app”) called “Uber.” Consumers  
25 who have downloaded the app use it to make a ride request. They are matched with an Uber  
26 driver who picks them up and drives them to a destination. App users must pay for the ride  
27  
28

1 through the app with a credit card. Uber pays the driver a share of the fare collected, and retains  
2 the remainder. Uber's sole source of revenue is from charges to passengers for rides taken.

3 39. As detailed *infra*, Uber's business model requires an enormous pool of drivers in  
4 order to provide rides to consumers quickly and efficiently. To accomplish this, Uber solicits and  
5 retains thousands of non-professional drivers.

6 40. Uber expanded nationally by entering cities and ignoring long-standing legal and  
7 regulatory authority for taxi and limousine services. Such laws exist for many of the safety  
8 concerns raised by this lawsuit. By flouting safety regulations, and by hiring non-professional  
9 drivers, Uber dominated the vehicle-for-hire market in a fraction of the time it would have taken  
10 had it entered the transportation market through traditional methods.

11 41. "Profits over safety" quickly became the operating model for Uber's expansion.

## 12 **II. Why Drivers Are Transportation Agents for Uber**

13 42. Uber is a common carrier and its drivers are agents that provide a service to Uber.

14 43. Uber provides rides to members of the public for a fee. Uber does this as an  
15 enterprise engaged in "selling rides" in the same way that a private taxi service sells rides.

16 44. When Uber agrees with a passenger via the app to carry out a contract of  
17 transportation, drivers are the individuals who pick up the passenger at a certain location and  
18 transport the passenger to a certain location. The fact that Uber utilizes software to contract with  
19 consumers does not alter the essence of its business enterprise – namely, that of a transportation  
20 provider.  
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1           45.     When drivers perform the transport, they are the legal “agents” of Uber. At all  
2 times, Uber is the “principal” in the relationship. Use of an app to organize the ride does nothing  
3 to alter the agent/principal relationship. In fact, the app is simply a modern version of the  
4 traditional method where consumers had to telephone a taxi company in order to arrange for their  
5 ride.

6           46.     Similarly, consumers can, and often do in large cities, use the app to order an  
7 Uber when they are on the street. Using the app eliminates a person from raising their arm in a  
8 traditional street “hail” but, effectively, the Uber app is no different from hailing a taxi, but for  
9 the fact that the passenger has a credit card account on file with Uber and the monetary  
10 transaction takes place via the app.

11           47.     In sum, Uber’s self-serving claim that it operates as a “technology” company and  
12 not as a traditional taxi service, does nothing to disassociate the essence of its business services  
13 as anything outside of a taxi service.

14           48.     When drivers perform the transportation, they are acting at all times pursuant to  
15 Uber’s control and serve to carry out the performance on behalf of Uber. In connection with this,  
16 all money is exchanged between passengers and Uber, and all agreements about the  
17 transportation service flow between passengers and Uber.

18           49.     At no time do passengers personally contract with drivers for transport in  
19 exchange for a fee. Uber, not its drivers, is the sole decision-maker when it comes to pricing,  
20 rates, fares, or payments provided.

21           50.     Passengers pay Uber; Uber pays drivers.

22           51.     Because Uber is a transportation company that provides rides to the general public  
23 for a fee, it is subject to the laws governing common carriers.

1           52.     When drivers carry out a contract of transportation for Uber, Uber is under a non-  
2 delegable duty to transport passengers safely.

3           53.     At all times, drivers, whether labeled “agents” or “employees” of Uber, also are  
4 held to transport passengers according to a higher standard of care.

5           54.     Uber, as a common carrier in California, is required to use the highest care and the  
6 vigilance of a very cautious person.

7           55.     Furthermore, it must do all that human care, vigilance, and foresight reasonably  
8 can do under the circumstances to avoid harm to its consumers.

9           56.     In connection with this duty of care, Uber is required to, but does not, make  
10 policy decisions at all levels of Uber’s management to ensure that the highest care is exercised  
11 with respect to Uber’s transportation of consumers.  
12

13  
14 **III.   Drivers Are Employees**

15           57.     Uber employs its drivers in traditional at-will relationships, in which the  
16 Company has the discretion to fire its drivers for any reason and at any time.

17           58.     Drivers are not charged a fee by Uber to apply to become employees.

18           59.     Drivers are not charged a fee to download the app to receive notifications of rides  
19 mediated by Uber.  
20

21           60.     Furthermore, fare prices for rides are set exclusively by Uber executives. Drivers  
22 have no input on fares charged to consumers. Drivers are not permitted to negotiate with  
23 consumers on fares charged.  
24

25           61.     However, Uber can and does directly modify charges to consumers if Uber  
26 determines that a driver has taken a circuitous route to a destination.  
27  
28

1           62.     Uber takes a fee ranging between twenty percent (20%) and thirty percent (30%)  
2 of every ride charged to a consumer.

3           63.     Uber controls its drivers' contacts with its consumer base, and considers its  
4 consumer list to be proprietary information. To that end, drivers are not permitted to answer  
5 passenger inquiries about booking future rides outside of the Uber app.

6           64.     Uber requires its drivers to accept all ride requests when the drivers are logged  
7 into the app. Drivers who reject too many ride requests risk facing discipline, including  
8 suspension or termination.

9           65.     Consumers give feedback on rides they have taken, and rate drivers on a scale  
10 from 1-5 stars. These ratings are used by Uber to discipline and terminate drivers.

11           66.     Despite the above facts, as a matter of policy, Uber claims that drivers are not at-  
12 will employees, but rather independent contractors. The value of classifying drivers as  
13 independent contractors is an integral part of the ridehailing company's business model, and has  
14 saved Uber millions of dollars.

15  
16  
17 **IV.    Uber Misleads Consumers About Insurance Coverage For Rides**

18           67.     Uber knowingly has and continues to mislead consumers, including Plaintiff,  
19 about insurance coverage relating to rides facilitated through the app.

20           68.     The consequence is significant. Because Uber refuses to commercially insure  
21 drivers, and Uber's drivers are not commercially licensed nor insured, a substantial deficit of  
22 appropriate coverage exists. In contrast, regulated taxi and limousine companies are forced to  
23 comply with commercial insurance minimums imposed by local and state legislation that exists  
24 to protect individual consumers.  
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1           69.     Uber’s refusal to insure drivers is a cost-saving measure, but it is also a reflection  
2 of the Company’s intentional decision to distance itself from potential liability, given its intimate  
3 knowledge of the risks and potential dangers associated with allowing non-professional drivers  
4 access to transport individual consumers without any oversight.

5           70.     Based on the allegations herein and the known risks and harm to female  
6 passengers at the hands of their Uber drivers, the Company’s failure to provide adequate  
7 insurance coverage is abhorrent.

8           71.     Uber deceives consumers by failing to disclose its policies regarding insurance  
9 coverage of its drivers. As a result, consumers are misled into believing that the types of  
10 insurance policies that underwrite most for-hire transportation providers, including taxis and  
11 black car companies, also protect them when they use the Uber app.

12           72.     Consumers are deceived by Uber about coverage for the different stages of a ride,  
13 specifically, before, during and after the ride, as well as whether coverage exists by way of the  
14 driver’s own personal, non-commercial insurance policy, or supplemental excess coverage  
15 offered by Uber only for certain stages of a ride.

16           73.     For example, over the last several years, as part of the “Safety” page, Uber has  
17 posted different messages to consumers about insurance coverage, primarily drawing attention to  
18 the fact that during a ride on the app, Uber provides drivers a “one million dollar liability  
19 policy.”

20           74.     This claim is misleading and false in a number of ways, however, based on Uber’s  
21 classification of drivers as independent contractors, Uber’s classification of periods before,  
22 during and after a “ride,” and how Uber’s insurance coverage interacts with a driver’s insurance.

1           75. In the Uber ridehailing context, there are three distinct periods for purposes of  
2 insurance coverage.

- 3           • ***Period 1*** covers the time when an Uber driver is on the app  
4 and waiting for a ride request. During Period 1, Uber does  
5 not provide any collision coverage and drastically lowers  
6 the liability coverage – creating a “gap” in coverage.
- 7           • In ***Period 2***, the point in time when a driver accepts a ride  
8 request on the app and is en route to the passenger, Uber  
9 provides additional insurance coverage.
- 10          • ***Period 3*** is identified as beginning when the passenger gets  
11 into the Uber driver’s vehicle. Uber provides coverage at  
12 this time. However, from the moment a driver turns off the  
13 app, regardless if he is still in transport or the consumer is  
14 in the vehicle, Uber’s insurance policies may no longer  
15 provide coverage. Unquestionably, there is a multitude of  
16 scenarios during which liability could arise yet no coverage  
17 is available, through Uber or the driver’s own policy.

18           76. Indeed, many Uber drivers were surprised to learn that their personal insurers  
19 disclaimed coverage once the insurer found out that the driver was providing transportation for  
20 Uber.

21           77. It is an industry standard for most personal insurance policies to disclaim  
22 coverage when a driver is “working.” If an Uber driver disclosed to his insurer that he was  
23 driving for Uber as a means of earning income, almost all insurers would require that driver to  
24 purchase commercial coverage – regardless of the driver’s status as a non-commercially licensed  
25 driver.

26           78. Recently, some insurance companies have responded to the ridehailing industry  
27 and have started to offer a hybrid insurance policy to cover Period 1 and other gaps in coverage.  
28

1           79. For instance, Erie Insurance allegedly offers policies that cover driving for  
2 personal or business use, and during every part of a ridehailing trip, specifically, before, during  
3 and after the ride.

4           80. Upon information and belief, this insurance is available to Uber drivers in  
5 Pennsylvania only.

6           81. Other insurers offer policies specifically intended to cover the gap in coverage  
7 during Period 1, and other policies are designed to provide primary coverage whether or not a  
8 driver has a passenger in the vehicle.

9           82. But, for drivers who transport passengers in states that do not offer these new  
10 hybrid policies, their only option to protect themselves is to purchase a commercial policy that  
11 can cost as much as ten times the cost of personal insurance.

12           83. Importantly, Uber does not require drivers to cover insurance gap periods,  
13 including Period 1 or events immediately after a ride is over but relating to the consumer's ride,  
14 referred to as the "time after drop off."

15           84. For rapes, sexual assaults or other gender-motivated violence that takes place  
16 when the driver turns off his app or exits the vehicle and commits the violence outside the  
17 vehicle, on the street or even several hundred feet from the vehicle, Uber's policies state that the  
18 Company is not responsible for harm during this "gap."

19           85. As such, passengers blindly request transportation using the app without knowing  
20 whether their driver is adequately insured.

1           86.     Moreover, when a driver accepts a passenger via a “street hail,” specifically, when  
2 an individual is picked up on the street without using the app, despite the Uber sign in the vehicle  
3 and other indicators that the driver works for Uber, there is no insurance coverage offered by  
4 Uber at any moment during Periods 1-3.

5           87.     Many regulated taxi companies in cities throughout the country must purchase  
6 specific insurance to cover street hails based on the realistic expectation that drivers will be  
7 induced to pick up passengers off the street for cash. Similarly, taxi and private for-hire car  
8 companies are required under state and local laws to employ only commercially licensed drivers,  
9 and by definition, these employers are required to provide insurance coverage for any period  
10 during the transport of a passenger.  
11

12           88.     Due to this systemic and serious problem that Uber knowingly fails to correct,  
13 more than thirty states have issued public consumer warnings about the lack of insurance  
14 coverage involved with rides on the Uber app.  
15

16           89.     By way of example only, such states include Kentucky, “What You Need to Know  
17 About Ridesharing Programs;”<sup>2</sup> and Connecticut (“Consumer Alert: Drivers who work for  
18 transportation network companies (TNC) may not be covered by their personal automobile  
19 insurance policies while driving for hire. This is due to a common exclusion in most personal  
20 auto policies for claims arising while driving for hire, a practice sometimes referred to as livery  
21 service.... while every personal automobile insurance policy differs, nearly all contain exclusions  
22 for livery. If a policy contains a livery exclusion, this means that the policy generally will not  
23 provide coverage for liability incurred while driving passengers in exchange for remuneration,  
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27           <sup>2</sup>     See <http://insurance.ky.gov/Documents/caridesharing071117.pdf>.  
28

1 other than an expense-sharing arrangement, such as a carpool.”), as well as Maine, New  
2 Hampshire, New Jersey, Rhode Island, Washington and the District of Columbia.

3 **V. Inadequate and Careless Background Checking Process: Wilful Blindness in Hiring**  
4 **and Supervising Drivers**

5 90. Uber, from the highest executive levels, including directors, officers, and  
6 managing agents, makes an intentional decision to look the other way when hiring and  
7 supervising drivers. As a calculated cost-cutting device, Uber uses a procedure to review a  
8 potential driver’s background that is inherently flawed. Specifically, the background checking  
9 methods used by Uber cannot assure passengers that the driver behind the wheel does not have a  
10 history of violence or other background information that would cause a reasonable company to  
11 make further inquiries into a potential driver’s history.  
12

13 91. To become a driver for Uber, individuals apply through Uber’s website. The  
14 application process is entirely online and involves filling out a few short forms and uploading  
15 photos of a driver’s license, vehicle registration, and proof of insurance. Drivers need not show  
16 that they own the vehicle that will be used to transport rides.  
17

18 92. At no point does Uber verify that the person applying to be the driver is uploading  
19 his or her own personal documents, including his or her own profile photo which can be used to  
20 verify the accountholder. As a result, numerous drivers have registered to drive on the Uber app  
21 by using falsified identities, false social security numbers, false driver’s licenses and false  
22 photos.  
23

24 93. In September 2016, Uber announced the introduction of “Real-Time ID Check” a  
25 new security feature where drivers are periodically prompted to take a photo of themselves using  
26 their app (a “selfie”) as a condition of accepting and continuing ride requests.  
27  
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1           94. Facial recognition technology is used to analyze the selfie and verify that the  
2 driver using the app at that time is the same person whose photo is registered on file.

3           95. Uber states that if the facial recognition technology does not match the selfie to  
4 the profile picture on the driver's Uber account, the account will be suspended pending  
5 investigation.

6           96. However, the Real-Time ID Check feature does not prevent a driver from setting  
7 up an account using someone else's identity, but uploading their own photo, which would then  
8 bypass the sporadic selfie check.

9           97. In addition, it has been reported that hackers have been able to bypass facial  
10 recognition software by using composites of images from sources with resolutions as low as  
11 those available on Facebook or other social media websites.

12           98. Until as recently as 2015, Uber used Accurate Background, Inc. ("Accurate"),  
13 formerly known as Hirease, LLC ("Hirease"), a private background check company.

14           99. Upon information and belief, the Company used Accurate at the time Auva  
15 signed up to drive for Uber.

16           100. Accurate did not perform stringent background checks. Drivers were not required  
17 to submit fingerprints for comparison against Department of Justice ("DOJ") and Federal Bureau  
18 of Investigation ("FBI") databases. Rather, Accurate simply ran potential drivers' social security  
19 numbers through records databases similar to those held by credit agencies, which only go back  
20 for a period of seven years and do not capture all arrests and/or convictions.

21           101. As such, if a potential driver was convicted of a violent crime ten years prior to  
22 applying to become an Uber driver, the Company would have no way of knowing such a fact.  
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1           102. Uber simply looks the other way when it comes to any acts that may have  
2 occurred beyond the arbitrary seven-year cut-off.

3           103. Moreover, through these procedures, Uber fails to conduct a seven-year review of  
4 any information for drivers who have resided in the U.S. for less than that time. Uber simply  
5 ignores any period beyond what records it can obtain in the U.S. By way of example only, if an  
6 Uber driver moves to a city in the U.S. from another country, such as Canada, the United  
7 Kingdom or France, and has resided here for only a few years, the only records reviewed by  
8 Uber pertain to records available in the U.S. No steps are taken to inquire about the potential  
9 driver's history from his or her former country.  
10

11           104. Indeed, if a potential driver knows that he will be unable to pass even the lenient  
12 existing background checks, that potential driver could simply ask a friend to share their  
13 information and thus gain access to driving on the platform.  
14

15           105. Shockingly, Uber fails to implement stricter background checks for its potential  
16 drivers to whom Uber passengers will later entrust their lives and well-being, despite knowing  
17 that job applicants frequently submit false information to their employers, especially online. In  
18 fact, on its website at the time, Hirease acknowledged that many job applicants lie about  
19 information they submit to an employer, and that "40% of resumes contain material lies or  
20 omissions about education, past employment or qualifications."  
21

22           106. Hirease also has recognized the importance of background checks to weed out  
23 applicants with criminal backgrounds. As Hirease stated, "10% of job applicants have a criminal  
24 record." Nonetheless, Uber does not require fingerprint background checks for its applicants,  
25 which would turn up a person's criminal history beyond the seven-year period.  
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1           107. Moreover, if a driver commits a crime and is convicted of it after Accurate ran its  
2 initial background check, Uber will not be notified.

3           108. Upon information and belief, beginning in 2015, Uber has started using Checkr,  
4 Inc. (“Checkr”) to conduct background checks. Unfortunately, Checkr operates in substantially  
5 the same manner as Hirease and Accurate.  
6

7 **VI. Uber’s Deficient Background Checks Exposed by Massachusetts and Maryland**  
8 **Regulators**

9           109. The faulty and defective quality of Uber’s screening of drivers’ histories was  
10 recently exposed by the state of Massachusetts and Maryland.

11 **A. Massachusetts Exposes More Than 8000 Drivers with Criminal Histories**

12           110. In January 2017, pursuant to an agreement between Uber, Lyft (a ridehailing app  
13 similar to Uber) and the State of Massachusetts, Uber and Lyft drivers were subjected to state-  
14 run background checks. Notably, this additional screening was intended for drivers that had  
15 passed Uber’s background test already.  
16

17           111. According to media reports, approximately 70,789 Uber and Lyft drivers applied  
18 to the newly formed Transportation Network Division for a Massachusetts state license and thus  
19 had background checks run on them.

20           112. In April 2017, the Massachusetts Department of Public Utilities announced that  
21 more than 8,000 Uber and Lyft drivers failed the state screening even though these drivers  
22 already had passed background checks at Uber and Lyft.  
23

24           113. Alarminglly, the state rejected 8,206 of the drivers. Among those rejected, it was  
25 reported that **1,599 drivers were found to have a history of violent crime**, and incredibly, Uber  
26 and Lyft background checks had **failed to identify 51 registered sex offenders**.  
27  
28

1                    **B.     Maryland Exposes Uber’s Deficient Background Screening**

2                    114.     In December 2016, the Maryland Public Service Commission (“Maryland PSC”)  
3 approved alternative background checks for Uber and Lyft drivers after both companies claimed  
4 that their background screening processes were more comprehensive than fingerprint-based  
5 checks.

6                    115.     Maryland PSC’s more stringent requirements included an annual background  
7 check for each driver; a requirement that a Transportation Network Company (any company that  
8 provides a ridehailing service similar to Uber and Lyft) must provide written confirmation that  
9 they have verified the identity of the driver; and extending the background check to the  
10 applicant’s entire adult life, going beyond the seven years that Uber’s commercial background  
11 checks currently review.

12                    116.     Figures released by Maryland PSC in April 2017 show that since implementing  
13 the state’s expanded background checks of 70,991 Uber applicants, **4,310 applications were**  
14 **rejected**, for reasons that include criminal convictions. Upon information and belief, these  
15 criminal convictions were not caught by Uber’s “more comprehensive” background checks.

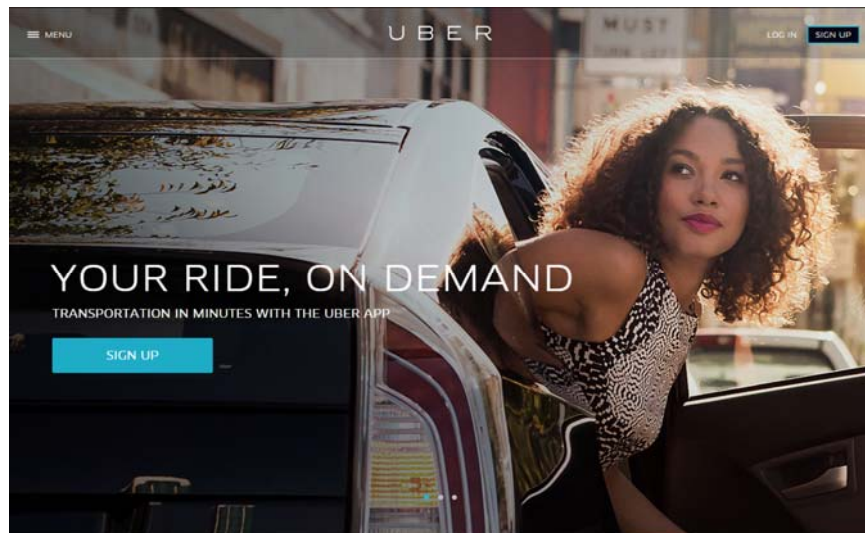
16                    117.     Shockingly, in October 2017, Maryland PSC reported that in the last six months,  
17 nearly 15% of new ridehailing drivers in Maryland were cast out and banned from driving in  
18 Maryland as a result of the state’s own screening of drivers, even though these drivers had passed  
19 the background checks of Uber and Lyft. Importantly, Maryland PSC reported that in 95% of the  
20 cases where drivers were rejected, the individuals were drivers for Uber. Maryland PSC stated  
21 that at least 460 drivers were banned because of “disqualifying criminal histories.”  
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1 **VII. Material Misrepresentations to Passengers that Uber Provides the “Safest Rides on**  
2 **the Road”**

3 118. The application process to become an Uber driver is simple, fast and designed to  
4 allow the Company to hire as many drivers as possible while incurring minimal associated costs.  
5 Such cost saving, however, is at the expense of passengers, especially female passengers.

6 119. Indeed, in a complaint filed by the District Attorney of San Francisco and the  
7 District Attorney of Los Angeles, *The People of the State of California v. Uber Technologies,*  
8 *Inc.*, Case No. 14-cv-543120-CGC (Superior Court of the State of California, filed August 18,  
9 2015), it was alleged that Uber’s security screening is so deficient that, upon information and  
10 belief, individuals *passed* Uber’s screening process and were found driving for Uber with the  
11 following felony convictions: (1) second degree murder; (2) lewd and lascivious acts against a  
12 child under the age of 14; (3) sexual exploitation of children; (4) kidnapping for ransom with a  
13 firearm; (5) assault with a firearm; (6) grand theft; (7) robbery; (8) identity theft; (9) burglary;  
14 and (10) taking a vehicle without consent. In addition, a number of Uber drivers, upon  
15 information and belief, had previously been convicted of driving under the influence and driving  
16 with a suspended license and yet still passed Uber’s purportedly strict background checks.

17 120. Rather than notify passengers of these failures, Uber fills its website with pictures  
18 of smiling young women entering and exiting vehicles, which are meant to appear “safe.”  
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1           121. In fact, Uber has misrepresented to consumers, on a global scale, on its website,  
2 the following:

3                   **Wherever you are around the world, Uber is committed to**  
4                   **connecting you to the safest ride on the road.** That means  
5                   setting the strictest safety standards possible, and then working  
6                   hard to improve them every day. The specifics vary depending on  
7                   what local governments allow, but within each city we operate, we  
8                   aim to go above and beyond local requirements to ensure your  
9                   comfort and security – **what we are doing in the US is an**  
10                   **example of our standards around the world.**

11 (emphasis added).

12           122. Today, Uber continues to declare that it is “dedicated to keeping people safe on  
13 the road. Our technology enables us to focus on rider safety before, during, and after every trip.”

14           123. Until October 2014, Uber represented on its site that “Every ridesharing and  
15 livery driver is thoroughly screened through a rigorous process we’ve developed using industry-  
16 leading standards. This includes a three step criminal background screening for the U.S. – **with**  
17 **county, federal and multi-state checks that go back as far as the law allows** – and ongoing  
18 reviews of drivers’ motor vehicle records throughout their time on Uber.”

19           124. However, because Uber disclaims day-to-day supervision of its drivers, it cannot  
20 be aware of how often drivers pick up passengers while the drivers *themselves* are intoxicated or  
21 under the influence of other drugs. This is problematic for many obvious reasons, not least  
22 because Uber drivers can convey a passenger to a destination, stop for a few drinks and/or some  
23 illicit substances, and then turn the app back on and continue driving, putting the passenger in  
24 unnecessary danger.



1           125. In fact, upon information and belief, nothing stands in the way of an Uber driver,  
2 looking to earn as much as possible, from keeping his app signed in and accepting rides for a 24-  
3 hour shift, which would also be incredibly dangerous to passengers.

4           126. Although Uber attempts to distance itself from situations in which it would  
5 potentially incur liability, a consumer would need to sift through pages of text and click through  
6 multiple links in order to even find the following section in which Uber unbelievably tries to  
7 disclaim responsibility for negligent and harmful conduct by its own drivers:  
8

9                     You understand, therefore, that by using the application and the  
10                    service, **you may be exposed to transportation that is**  
11                    **potentially dangerous, offensive, harmful to minors, unsafe or**  
12                    **otherwise objectionable**, and that you use the application and the  
13                    service at your own risk.

14                   (emphasis added).

15           127. Ms. Doe was a victim of “unsafe,” “dangerous” and “offensive” conduct by her  
16 Uber driver.

#### 17 **VIII. Uber Targets Intoxicated Passengers**

18           128. Uber’s advertising campaigns make the assertion that it provides the best option  
19 for a safe ride home after a night of drinking. Indeed, the Company commissioned a report with  
20 Mothers Against Drunk Driving (“MADD”) where it declared: “When empowered with more  
21 transportation options like Uber, **people are making better choices that save lives**” (emphasis  
22 added).

23           129. Uber further claimed that “Uber and MADD are working toward a world where a  
24 safe ride is always within reach and where drunk-driving is a thing of the past.”  
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1           130. The report and others have been widely publicized by Uber and its press team,  
2 correlating the existence of Uber drivers and vehicles in a city with diminished drunk driving  
3 rates.

4           131. Uber’s marketing campaign has expanded to include discounts for Uber users to  
5 purchase the “Breathometer,” a smartphone breathalyzer, and the companies have partnered to  
6 provide rewards in exchange for continued use.  
7

8           132. What Uber has not shared with passengers is that making the choice to hail a ride  
9 after drinking also puts those same passengers in peril from the Uber drivers themselves. By  
10 marketing heavily toward young women who have been drinking while claiming that passenger  
11 safety is its #1 priority, Uber is instead putting these women at risk.  
12

13           133. Although Uber advertises that it is committed to providing consumers with the  
14 “safest ride on the road,” the reality is that at the hands of an Uber driver, Plaintiff was subjected  
15 to traumatic and harrowing sexual violence that no person should be forced to endure.  
16

17 **IX. Jane Doe**

18           134. Jane Doe resides in Long Beach, CA.

19           135. In the evening of November 10, 2016, Ms. Doe and one of her female friends  
20 went out to grab drinks at two local establishments. While out with her friend, Ms. Doe  
21 consumed numerous alcoholic drinks.

22           136. Realizing that she was too inebriated to drive home safely, Ms. Doe made what  
23 she believed to be “the safe choice” to hail a ride from Uber. Early in the morning on November  
24 11, 2016, at approximately 1:00 a.m., Ms. Doe used the app on her cell phone to order a ride  
25 home.  
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1           137. Shortly after requesting the ride, Ms. Doe received a confirmation text from the  
2 driver, Auvaa, that he was on his way to pick her up.

3           138. After Ms. Doe entered the backseat of the car, she gave Auvaa the address of her  
4 home. Driving from her pickup location to her home should have taken approximately ten to  
5 fifteen minutes.

6           139. Alcohol consumption caused Ms. Doe to “black out” shortly after providing  
7 Auvaa with her home address. When Ms. Doe awoke, she found herself in an isolated location  
8 with Auvaa on top of her and in the process of ripping her clothes from her body. A combination  
9 of trauma and inebriation cause Ms. Doe to lose consciousness again.

10           140. At the conclusion of the assault, Auvaa dropped off Ms. Doe at her home between  
11 the hours of 3:00 and 4:00 a.m.

12           141. Later that morning, Ms. Doe awoke between 7:00 and 8:00 a.m., and was  
13 instantly overcome by the horrible trauma of the previous night. She found blood covering her  
14 shoes and was in a great deal of pain, so she immediately asked her mother to take her to the  
15 local hospital.

16           142. At the hospital, doctors performed a rape kit analysis that confirmed Ms. Doe’s  
17 terrible recollection of Auvaa’s sexual assault.

18           143. While Ms. Doe remained under medical care, the authorities were alerted and Ms.  
19 Doe reported to the police what Auvaa had done to her.

20           144. Subsequently, the Long Beach Police Department performed an investigation of  
21 Ms. Doe’s claims.

22           145. Luckily, the police promptly located Auvaa, who was at a car wash, presumably to  
23 destroy any evidence of his crime. Ms. Doe’s cell phone was discovered in Auvaa’s back pocket.

1           146. On November 15, 2016, Auvaa was charged with “Rape by use of drugs” and the  
2 court set bail at \$100,000.

3           147. Shortly after Auvaa was booked, Ms. Doe discovered that Auvaa had been  
4 previously charged for committing violent crimes.

5           148. In October of 2006, Auvaa was charged with two counts, including “Annoying or  
6 molesting a child under 18” as well as “Domestic battery.”

7           149. Separately, in or around December 2009, a California court had granted a  
8 temporary restraining order against Auvaa in connection with allegations of sexual abuse of a  
9 minor family member.

10           150. Uber’s background check into Auvaa either failed to discover these egregious  
11 charges, or willfully chose to risk passengers’ lives in exchange for the additional profit one  
12 more driver could potentially have provided.

13           151. Because Auvaa was acting as an agent of Uber at the time he raped Ms. Doe, Uber  
14 is liable for his actions.

15           152. Indeed, because Uber is a common carrier, it had an affirmative duty to protect  
16 Ms. Doe from harm, including an intentional sexual assault committed by her driver.

17           153. As detailed herein, Uber’s negligence, fraud, misleading statements and other  
18 unlawful actions caused Plaintiff’s rape and sexual assault, which humiliated, degraded, violated  
19 and robbed Plaintiff of her dignity.

1 **X. Terms and Conditions of the App**

2 **A. Consumers Are Not Required to or Asked to Read the Terms and Conditions**  
3 **of the App**

4 154. At all relevant times, including when Ms. Doe downloaded the Uber app in or  
5 around 2013, when a prospective passenger signs up for Uber’s services, she is prompted to enter  
6 information into a few screens.

7 155. On the first screen, she is prompted to enter an email, a mobile phone number,  
8 and a password. There is “helper text” at the bottom of the screen that provides an explanation  
9 for why the information sought in the form is needed, stating: “We use your email and mobile  
10 number to send you ride confirmations and receipts.”  
11

12 156. On the second screen, she is then also prompted to enter a full name and a photo.  
13 The helper text on this screen states: “Your name and photo helps your driver identify you at  
14 pickup.”  
15

16 157. On the final screen, she is prompted to enter a credit card number. The helper text  
17 on this screen states: “By creating an Uber account, you agree to the Terms & Conditions and  
18 Privacy Policy.”

19 158. Importantly, there is no indication to the prospective passenger that the text of  
20 “Terms & Conditions and Privacy Policy” is a link that can be clicked and that will lead to the  
21 full text of the Terms and Conditions.  
22

23 159. There is no information about the “Terms & Conditions and Privacy Policy” on  
24 the prospective passenger’s screen and no prompt is provided to suggest that she should open  
25 any link.  
26  
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1           160. Indeed, the text “Terms & Conditions and Privacy Policy” is in a lighter, lower  
2 contrast font as compared to the other helper text, further obscuring its significance.

3           161. The helper text on each of the three screens is in an identical location – toward the  
4 bottom of the screen.

5           162. On each screen, the prospective passenger merely needs to enter information into  
6 the fields, and then to select the “Next” button at the top of the screen.

7           163. To advance past the final screen, where the credit card number is entered, again,  
8 there is no requirement to review the Terms & Conditions and Privacy Policy.

9           164. Instead, the button at the top of the screen merely says “Done” and only indicates  
10 advancing through the process for each screen.

11  
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13       **B. Passengers Did Not Agree to the Terms and Conditions**

14           165. At no point did Ms. Doe assent or agree to the Terms and Conditions to the app.

15           166. There is no statement that clicking “Done” signifies assent to the purported  
16 contract implied in the Terms and Conditions.

17           167. Once the prospective consumer advances through the third screen, where she has  
18 entered her credit card number, she has created an account with Uber and the application is  
19 complete.

20           168. There is no indication that by selecting the “Done” button on the final screen, the  
21 prospective consumer is also assenting to the Terms and Conditions, or even any clear indication  
22 that selecting “Next” is the final step to account creation.

23           169. At no point prior to November 2016 was Ms. Doe required to open a link to the  
24 Terms and Conditions.

1           170. At no point prior to November 2016 was Ms. Doe required to view the Terms and  
2 Conditions.

3           171. At no point prior to November 2016 was Ms. Doe required to check a box that  
4 says “I Agree” to the Terms and Conditions.

5           172. At no point prior to November 2016 was Ms. Doe required to indicate that she  
6 had assented to the Terms and Conditions.

7           173. At no point prior to November 2016 was Ms. Doe required to affirm that she had  
8 even read the Terms and Conditions.

9           174. The full text of the Terms and Conditions are never provided to the prospective  
10 consumer during the process of signing up for an account.

11           175. The Terms and Conditions are never emailed to the prospective consumer, at  
12 account creation or otherwise.

13           176. The Terms and Conditions are never mailed to the prospective consumer, at  
14 account creation or otherwise.

15           177. During the account creation process, the prospective consumer can only click  
16 through an optional link to view the Terms and Conditions through the screen on which the credit  
17 card number is entered.

18           178. Once the account is created, to access the Terms and Conditions within the app, a  
19 consumer is required to click first on a menu button, sift through multiple pages and links in  
20 order to find a “Legal” link under the menu sidebar.

21           179. Once in the “Legal” section, a consumer can access some version of Uber’s Terms  
22 and Conditions.

1           180. After clicking on “Terms & Conditions” in the app, the default set of terms and  
2 conditions that comes up is for Australia.

3           181. The font in which the Terms and Conditions are printed is microscopic.

4           182. The default Terms and Conditions consist of 4,604 words and 68 paragraphs of  
5 legalese.

6           183. To access Terms and Conditions that would purportedly bind individuals in  
7 countries other than Australia, one must identify and then use a drop-down menu to find the  
8 relevant country.

9           184. There is no direct link to Uber’s Terms and Conditions on the homepage of the  
10 Company’s website.

11           185. In order to find the Terms and Conditions, one must first click on a sidebar  
12 labeled “Menu.” The Terms and Conditions are not available through links such as “About Us,”  
13 “Safety” or “Help Center.”

14           186. Indeed, typing in “Terms and Conditions” into the search field in “Help Center”  
15 only yields the result of “Gift Cards Terms and Conditions.”

16           187. In order to find the Terms and Conditions, a prospective user must sift through  
17 multiple pages and links in order to find the “Legal” link under the “Menu” sidebar.

18           188. The Terms and Conditions to which a prospective consumer in the United States  
19 would be bound has an arbitration provision that, upon a recent revision of the Terms and  
20 Conditions, is now highlighted in the first section, but has previously been buried as far down as  
21 numbered item 6 – “Dispute Resolution.”  
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1           189. When viewing the Terms and Conditions in the app, a user must scroll through  
2 approximately seven (7) full pages of microscopic text to reach the “Dispute Resolution”  
3 provision.

4           **C.     Because Passengers Never Assented to the Terms and Conditions, They are**  
5           **Not Binding**

6           190. Based on the foregoing, Ms. Doe was not provided conspicuous notice of the  
7 existence of alleged contract terms when she downloaded the app.

8           191. At all relevant times, Ms. Doe was not required to, and nor did she, review the  
9 Terms and Conditions of the app.

10          192. Similarly, Ms. Doe was not required to, and nor did she, click the link and review  
11 the provisions located within the “Terms & Conditions and Privacy Policy.”

12          193. Ms. Doe was not required to check a box that affirmed that she “agreed” to the  
13 Terms and Conditions when she downloaded the app.

14          194. Uber failed to properly notify its consumers, including Ms. Doe, when  
15 modifications were made to the Terms and Conditions. Through her continued use of the app,  
16 Ms. Doe was not required to, and nor did she, affirmatively agree to the Terms and Conditions of  
17 the app.

18          195. At all relevant times, Uber never mailed or emailed Ms. Doe a copy of the Terms  
19 and Conditions.

20           **D.     Uber Retained the Right to Unilaterally Change the Terms and Conditions of**  
21           **the App**

22          196. At all relevant times, including when Plaintiff downloaded the app, the Terms and  
23 Conditions contained language purporting to grant Uber the unilateral right to modify the  
24 agreement.  
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1           197. Pursuant to the Terms and Conditions, Uber provided itself with the exclusive  
2 ability to alter allegedly binding agreement terms and simultaneously removed any obligation to  
3 send notice to consumers regarding modifications.

4           198. Instead, Uber simply included a provision in the Terms and Conditions that  
5 contractual changes are effective once posted on its website, <http://www.uber.com/legal>.  
6

7           199. In the Terms and Conditions, Uber requires arbitration for any claims that arise  
8 out of the use of the app. It excludes from arbitration claims any brought “to prevent the actual  
9 or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks,  
10 trade secrets, patents or other intellectual property rights.”

11           200. Upon information and belief, Uber’s arbitration provision excludes the types of  
12 claims Uber is most likely to bring against others, while requiring arbitration for the types of  
13 claims most likely to be brought against Uber.  
14

15           201. Recovery is also severely limited by Uber’s Terms and Conditions.

16           202. According to the Terms and Conditions, Uber’s liability for any and all damages  
17 and losses incurred cannot exceed \$500.  
18

19 **XI. The Number of Reported Incidents of Sexual and Other Assaults by Uber Drivers,**  
20 **Largely Against Female Passengers, Indicates Systemic Deficiencies Regarding**  
21 **Uber’s Safety Measures Concerning Drivers**

22           203. Sadly, the case herein is not an anomaly. Rather, a litany of incidents regarding  
23 sexual assaults, and physical assaults, by Uber drivers on passengers, shows a pattern of  
24 similarly heinous, but avoidable attacks.

25           204. Upon information and belief, hundreds of sexual assaults by Uber drivers against  
26 Uber passengers, almost all women, have been reported in the media. By way of example only,  
27 and to provide an overview, a few examples are set forth below:  
28

1           205. On November 14, 2017, a class action complaint was filed in the U.S. District  
2 Court, Northern District of California against Uber, alleging claims for injunctive and  
3 declaratory relief on behalf of a proposed Class of female passengers that have experienced rape,  
4 sexual assault or gender-motivated harassment at the hands of their Uber drivers. *See Doe I, et*  
5 *al. v. Uber Technologies, Inc.*, Case No. 3:17-cv-06571.

6           206. On or around September 4, 2017, Ismael D. Moussaoui, a Seattle-based Uber  
7 driver, was charged with second-degree rape for allegedly attacking a 23-year-old woman. In  
8 court documents, prosecutors alleged that “The defendant used his position as a car service  
9 driver to prey on the victim...[he] sexually assaulted the victim in the backseat of his car. The  
10 victim was able to fight him off and was left on the side of a road screaming and partially  
11 clothed.”

12           207. In August 2017, a Massachusetts Uber driver admitted to exposing himself to  
13 multiple young girls and was sentenced to two and a half years in jail. The driver, Paul Griffin  
14 (“Griffin”), aged 29, was charged with six counts of open and gross lewdness, six counts of  
15 accosting and annoying a person of the opposite sex, operating a motor vehicle to endanger,  
16 failure to stop for police and resisting arrest. In addition to jail, the court ordered that Griffin  
17 was barred from employment with any ridehailing or taxi company.

18           208. An Orange County, California Uber driver was charged with raping a female  
19 passenger in his vehicle in March 2017 while driving the woman home from a company  
20 gathering in Newport Beach.

21           209. Unsurprisingly, Uber offered its scripted but hollow public statement, “**Nobody**  
22 **should have to go through what this woman reported to police.**” Incredulously, Uber has  
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1 issued this same statement countless times over the last seven years, yet reports of violence  
2 against female passengers are increasing at a shocking pace.

3         210. In the summer of 2016, a Drexel University student reported publicly that she was  
4 sexually assaulted by an Uber driver. The young woman stated she and a friend were out at the  
5 Philadelphia Museum of Art and called an Uber Pool to head home. A young man was sharing  
6 their ride and was sitting in the back seat. Her friend was dropped off first and, although her  
7 apartment was just four blocks away, the Uber driver claimed that he “took a wrong turn” and  
8 dropped off the male passenger first. Thereafter, the Uber driver started touching her. The  
9 woman said she was “pressed up against the corner of the car” and saying “please stop, please  
10 stop.” When the car stopped at a light, she luckily was able to maneuver the locks and escape  
11 into the street where she called for help.  
12

13  
14         211. On or around August 22, 2015, Efren Madrigal (“Madrigal”), a newly minted  
15 Uber driver who had been on the road for only three days, was accused of raping a passenger in  
16 New Jersey. The female passenger and a friend had initially invited Madrigal in to play cards  
17 and chat after he picked them up through Uber and dropped them off at the victim’s home. The  
18 friendly encounter rapidly became dangerous, however, as Madrigal allegedly then proceeded to  
19 assault the woman who had ridden with him. Uber stated that the incident was “deplorable” and  
20 that Madrigal was blocked “as soon as [Uber was] made aware of the allegations.”  
21

22         212. In August 2015, a female Uber passenger in Dallas alleged that her driver had  
23 raped her. It was discovered that her Uber driver had been convicted of a number of felonies but  
24 was approved to drive for Uber. The driver allegedly followed her into her apartment and raped  
25 her there. Uber later issued details regarding the investigation it undertook of the driver and  
26 admitted to improperly permitting him to drive.  
27  
28

1           213. On April 30, 2015, a female Uber passenger in New York City alleged that she  
2 was sexually assaulted and groped by her Uber driver. After falling asleep during the ride, she  
3 claims that she awoke to her driver caressing her face, after which he grabbed her face and  
4 leaned in for a kiss. Fortunately, she was able to escape, but stated that “If I hadn’t pushed him  
5 away, then I’m pretty certain he would have done more.”

6           214. In late April 2015, a University of Southern California (“USC”) student accused  
7 an Uber driver of raping her while she was unconscious, unaware, and unable to consent to any  
8 sexual acts. Ironically, in March 2015, USC had issued a crime alert about an alleged sexual  
9 assault and recommended that students use Uber to stay safe. That language was excluded from  
10 the campus alert sent out after the April 2015 incident.

11           215. Also in late April 2015, two women were allegedly assaulted in Madison,  
12 Wisconsin by their Uber driver(s).

13           216. On February 6, 2015, in Philadelphia, Pennsylvania, a female passenger alleges  
14 that she was raped and kidnapped by her Uber driver. According to a police report, the Uber  
15 driver held her down, ripped her pants, raped her, and then held her captive, continuing to drive  
16 her around for nearly two hours, refusing to let her out of the car. Uber claims that it was  
17 unaware of any such incident until forty days after the victim first reported the alleged sexual  
18 assault. Indeed, the Uber driver remained on the road, continuing to drive for Uber, for the  
19 duration of that time.

20           217. In December 2014, an Uber driver in Los Angeles allegedly attempted to grab and  
21 kiss a female passenger, who happened to be South African singer/songwriter Nikki Williams, on  
22 her driveway. Ms. Williams was able to fight him off and run inside her house.

1           218. Furthermore, on August 14, 2014, an Uber driver in Washington, D.C. was  
2 accused of sexually assaulting a passenger in the back of his Uber car. The passenger accused  
3 the driver of touching her while she was asleep in the car.

4           219. Likewise, in September 2014, an Uber driver in Orlando, Florida was arrested  
5 after a female passenger accused him of grabbing her breast and fondling it in an aggressive  
6 manner. The driver was accused of repeatedly commenting on her appearance before stopping  
7 the car and shoving his hand in her tank top to fondle her breast.  
8

9           220. Moreover, on December 6, 2014 in Boston, Massachusetts, Uber driver Alejandro  
10 Done (“Done”) allegedly pulled up to a residence and picked up a young woman waiting for the  
11 pre-arranged driver. The woman had been out with friends and decided to use a car service to get  
12 home. Done picked up the woman and allegedly drove to a location that she was not familiar  
13 with, pulled over to a secluded area and jumped in the backseat, struck her with his hands,  
14 strangled her, locked the car doors so that she could not escape, and sexually assaulted the  
15 woman. In October 2015, Done pleaded guilty to aggravated rape, kidnapping and assault and  
16 battery of his female Uber passenger. He was sentenced to serve 10 to 12 years.  
17

18           221. In Washington D.C., in December 2012, an Uber driver allegedly grabbed a 20-  
19 year-old female passenger from behind as she exited the car, knocked her to the ground causing  
20 her head to hit the concrete, and then raped her.  
21

22           222. The above examples are just a sampling of the number of accusations of violent  
23 and aggressive behavior made against Uber drivers by unsuspecting female passengers.  
24

25           223. Such tragic incidents, while avoidable, are no surprise given Uber’s hollow  
26 commitment to consumer safety.  
27  
28

1 **XII. Uber's Perpetration of Fraud and Misleading Advertising**

2 224. This lawsuit seeks to compensate Ms. Doe for the sexual assault that she suffered  
3 due to Uber's inadequate and disingenuous "commitment to safety."

4 225. Uber, in line with its slogan of "Expanding Globally," aggressively and  
5 intentionally disregarded years of policy and regulation controlling taxi and transportation  
6 infrastructures around the country.

7  
8 226. Had Uber not sacrificed passenger safety for the sake of profit and expansion, and  
9 actually cared about who it was employing to drive its vehicles, rather than being preoccupied  
10 with racing to control its share of the taxi market, at the expense of existing taxi companies and  
11 consumers, Plaintiff would not have been harmed.

12  
13 227. Uber has, and continues to, knowingly mislead the public about the safety and  
14 security measures it employs to ensure even basic levels of consumer safety.

15 228. Passengers, including Plaintiff, reasonably relied on Uber's representations and  
16 promises about its safety and security measures, including its driver screening, background check  
17 procedures, ongoing monitoring of driver conduct while driving for Uber, and insurance  
18 coverage in place for rides on the app. Uber's passengers, including Plaintiff, utilized Uber's  
19 taxi services as a result of this reliance.  
20

21 229. Had Uber knowingly provided truthful and accurate data about its procedures as  
22 compared to the stringent methods used by licensed taxi and for-hire car companies throughout  
23 the U.S., including its comparatively deficient driver screening, background check procedures,  
24 monitoring of driver conduct while driving for Uber and insurance coverage in place for rides on  
25 the app, reasonable consumers, passengers and Plaintiff would not have downloaded the app or  
26 purchased rides on the app for transport.  
27  
28

1           230.    Uber engaged in these misleading and false advertisements and representations at  
2 all times, including by making such representations on multiple media platforms, including its  
3 website, paid internet ads, magazines, newspapers, billboards and the sides of buses.

4           231.    Uber engaged in its intentional misrepresentations for the express purpose of  
5 protecting its brand, its reputation and to increase profits by increasing the number of rides and  
6 rides requested as a result of consumers reliance on the false information.

7           232.    For instance, after visiting Uber’s website before signing up for the Uber app,  
8 Plaintiff was aware of Uber’s multiple promises to consumers that consumer safety was a  
9 priority. Among those statements, *inter alia*, were the following:  
10

- 11           •       “Wherever you are around the world, Uber is committed to  
12 connecting you to the safest ride on the road. That means  
13 setting the strictest safety standards possible, then working  
14 hard to improve them every day. The specifics vary  
15 depending on what local governments allow, but within  
16 each city we operate, we aim to go above and beyond local  
17 requirements to ensure your comfort and security - what  
18 we’re doing in the US is an example of our standards  
19 around the world.”
- 20           •       “From the moment you request a ride to the moment you  
21 arrive, the Uber experience has been designed from the  
22 ground up with your safety in mind.”
- 23           •       “Making cities better is at the heart of everything we do.  
24 It’s much more than improving the way people get around.  
25 It’s celebrating what makes those cities special, caring  
26 about the people who make them great, and being  
27 responsible citizens. That’s why we work hard to keep our  
28 streets safe for everyone, whether they’re on foot, on a  
bike, or in another car.”

29           233.    In deciding to download the Uber app, Plaintiff relied on advertisements that  
30 recommended taking Uber over driving while intoxicated.



1           234. Plaintiff relied on these representations and rode in vehicles driven by Uber  
2 drivers as a result. Uber knew that its representations and promises about passenger safety were  
3 false and misleading, yet continued to allow its passengers to believe in the truth of its  
4 representations and promises, and to profit from its passengers' reliance on such representations  
5 and promises.

6           235. Unsurprisingly, in the U.S., despite its proclamations that consumer safety is its  
7 top priority, Uber has actively pushed back against legislation and other measures requiring  
8 strong background checks for its drivers out of the public's view.

9           236. For instance, according to media accounts, in Colorado, Uber persuaded  
10 lawmakers to ease drivers' background checks in a bill legalizing ridehailing companies,  
11 including abolishing FBI background checks and fingerprint checks.

12           237. Similarly, media reports indicate that in Illinois, Uber lobbied Governor Pat  
13 Quinn to veto a bill that would have forced Uber to strengthen background checks.

14           238. In California, Uber is alleged to have helped defeat a law that would have  
15 required drivers to undergo a background check by the state's Justice Department, as is required  
16 of taxi drivers.

17           239. In addition, Uber has been repeatedly sued for its deceptive practices regarding  
18 background checks. For instance, as referenced above, the district attorneys of San Francisco  
19 and Los Angeles filed suit against Uber alleging that the Company had misled consumers about  
20 its background checks by misrepresenting the extent to which Uber screens its potential drivers.

1 **XIII. Plaintiff Seeks Immediate Injunctive Relief Ordering Uber to Affirmatively**  
2 **Overhaul Its Woefully Inadequate Safety Measures, So That No Woman Has to Ever**  
3 **Endure What She Experienced**

4 240. The foregoing negligent and fraudulent behavior on the part of Uber demonstrates  
5 that the Company must take immediate action to improve the safety of its consumers, which has  
6 sadly played second-fiddle thus far in the Company's quest to "expand" globally and reap  
7 profits.

8 241. Accordingly, Uber must promptly implement the following improved safety  
9 measures:

- 10 a. Bar registered sex offenders or individuals with assault or  
11 rape convictions (no time limit) from becoming Uber  
12 drivers;
- 13 b. Require all Uber drivers nationwide to undergo in-person  
14 screening interviews and vehicle examinations;
- 15 c. Install tamper-proof video cameras in all Uber vehicles  
16 which immediately set off alarms if they are disabled or  
17 malfunction;
- 18 d. Perform national criminal background checks of all drivers  
19 every six months;
- 20 e. Voluntarily submit driver information to states that wish to  
21 conduct their own screening through state maintained  
22 criminal databases, such as in Maryland and Massachusetts;
- 23 f. Require drivers to inform Uber within 24 hours if they have  
24 been indicted or charged on any felony involving physical  
25 force, violence or weapons, including kidnapping, or  
26 misdemeanors involving physical or sexual conduct;
- 27 g. Require drivers to inform Uber within 24 hours of physical  
28 restraining orders issued in domestic violence matters;
- h. Utilize Live Scan, a fingerprint-based background check  
for drivers administered through the DOJ and FBI  
databases for all current and prospective Uber drivers;

- i. Perform thorough character checks on prospective drivers that go beyond mere criminal background checks, such as by interacting with people who may personally know an applicant, in order to learn about the person's reputation and background;
- j. Make high resolution driver photos available for all consumers nationwide to view on their phones to guard against identity fraud;
- k. Disable sharing of driver profiles by associating each profile with a particular phone, facial recognition software "fingerprint" and/or fingerprint, verified at the in-person screening interview;
- l. Engage professional, trained, third-party investigators to perform audits of all current driver employment applications and other required documentation to identify inaccurate, outdated or forged information;
- m. Require all Uber drivers nationwide to install GPS tracking systems in their cars (rather than simply relying on phones and apps, which can be turned on and off), which immediately trigger alarms if they are deactivated or malfunction;
- n. Disable child-lock features on passenger doors of Uber vehicles;
- o. Include in-app panic buttons in the U.S.-based apps that send messages to Uber consumer support, local police, and a designated safety contact to quickly report an escalating safety situation, such as aggressive driving, a possible abduction, or an assault;
- p. Employ teams of experts dedicated to investigating complaints against Uber drivers of a violent or sexual nature; and
- q. Create a separate online form to report complaints of a violent or sexual nature against Uber drivers.

242. These proposed safety measures are reasonable and necessary (and some have even been partially implemented since a prior lawsuit seeking similar injunctive relief was

1 instituted<sup>3</sup>), and many would likely have prevented Ms. Doe's sexual assault. As such, these  
2 changes must be fully implemented without delay, so that other female passengers are not raped  
3 by their Uber drivers under similar circumstances.

4 **FIRST CAUSE OF ACTION**  
5 **(NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION,**  
6 **AND NEGLIGENT RETENTION)**

7 243. Plaintiff realleges and reasserts each of the preceding paragraphs as if fully set  
8 forth herein.

9 244. Uber owed Plaintiff and the general public a duty of reasonable care in the hiring,  
10 training and supervision of its drivers.

11 245. Uber did breach that duty of care in the hiring, retention and/or supervision of  
12 Auvaa, who was unfit to be a provider of transportation, and who was not adequately trained or  
13 supervised in his driving and conduct with passengers. Uber knew or should have known that  
14 Auvaa would be a danger to passengers and lead to a risk of the very type of danger and harm  
15 that occurred on November 10-11, 2016.

16 246. Uber knew or should have known that Auvaa would be likely to assault a female  
17 passenger, and in addition to the limited background check facilitated by Accurate and/or Checkr,  
18 further investigation of his background was required.

19 247. As a direct and proximate result of the negligence, carelessness, recklessness, and  
20 unlawfulness of Uber, Plaintiff sustained serious injuries.

21 248. Uber knew or should have known that its negligence and breach of duty of care  
22 would cause or had a substantial probability of causing severe emotional distress to Plaintiff,  
23 and, in fact, did cause her severe emotional distress.

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<sup>3</sup> See Doe v. Uber Technologies Inc., No. 3:15-cv-424 (SI) (complaint filed N.D. Cal. January 29, 2015).

249. Uber knew or reasonably should have known that Auvaa was unfit and employed him with a conscious disregard of the rights or safety of others, so as to warrant the imposition of punitive damages pursuant to California Civil Code Section 3294.

250. The conduct of Uber was also engaged in with fraud, oppression and/or malice, and was in conscious disregard of the rights and safety of others, including, but not limited to, Plaintiff herein, so as to warrant the imposition of punitive damages pursuant to California Civil Code Section 3294.

251. Accordingly, Plaintiff is entitled to recovery against Defendant in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**  
**(FRAUD)**

252. Plaintiff realleges and reasserts each of the preceding paragraphs as if fully set forth herein.

253. Defendant made intentional misrepresentations of fact to Plaintiff known by Defendant to be false, to wit, that Plaintiff would be safely taking an Uber ride with a driver whose background had been screened by Uber, and who would provide her with safe passage, but who, in reality, Defendant had not screened in any meaningful way, and who was a grave threat to Plaintiff's safety and well-being.

254. Defendant made these misrepresentations to Plaintiff despite knowing that it had not adequately screened its drivers.

255. Defendant further fraudulently misrepresented to Plaintiff that the Company would provide a safer ride home for her than had she driven home while intoxicated, and that it

1 had the ability to and would in fact accurately track Plaintiff from where she was picked up to  
2 her destination.

3 256. Uber's false statements concerning its safety measures detailed herein were made  
4 knowingly, or with a willful, wanton and reckless disregard for the truth, and intended to deceive  
5 and defraud Plaintiff into agreeing to utilize Uber's services.  
6

7 257. Defendant made these misrepresentations with the intent to cause Plaintiff to rely  
8 on this false information and induce her into utilizing Uber's services, in spite of the concerns  
9 Plaintiff had about her safety.

10 258. Plaintiff actually and reasonably relied on the false facts and misrepresentations  
11 provided by Defendant when she agreed to utilize Uber's services, after being told that Uber had  
12 screened her driver and that he would provide her with safe transport.  
13

14 259. As a result of Defendant's deliberate misrepresentations of material facts, Plaintiff  
15 suffered significant damages.

16 260. Accordingly, Plaintiff is entitled to recovery against Defendant in an amount to be  
17 determined at trial.  
18

19 **THIRD CAUSE OF ACTION**  
20 **(BATTERY)**

21 261. Plaintiff realleges and reasserts each of the preceding paragraphs as if fully set  
22 forth herein.

23 262. The violent acts committed against Plaintiff by Defendant's employee while he  
24 was performing his job duties, including his rape and sexual assault of Plaintiff, amounted to a  
25 series of harmful and offensive contacts to Plaintiff, all of which were done intentionally and  
26 without Plaintiff's consent.  
27  
28

1           263. Defendant is liable for the actions of its agents and employees directly and under  
2 the doctrine of respondeat superior. Defendant is a common carrier who must carry passengers  
3 safely. As a common carrier, Defendant is vicariously liable for its employees' and agents'  
4 intentional and negligent torts, whether or not such acts were committed within the scope of  
5 employment. Common carriers must use the highest care and vigilance of a very cautious  
6 person. They must do all that human care, vigilance and foresight reasonably can do under the  
7 circumstances to avoid harm to passengers. While a common carrier does not guarantee the  
8 safety of its passengers, it must use reasonable skill to provide everything necessary for safe  
9 transportation, in view of the transportation used and practical operation of the business.  
10 Defendant breached its duty of care in its actions towards Plaintiff.  
11

12           264. As a direct and proximate result of the aforementioned conduct, Plaintiff has  
13 sustained and will sustain physical injury, pain and suffering, serious psychological and  
14 emotional distress, mental anguish, embarrassment and humiliation.  
15

16           265. As a direct and proximate result of the aforementioned conduct, Plaintiff has  
17 incurred medical expenses and other economic damages.  
18

19           266. The conduct of Uber was engaged in with fraud, oppression and/or malice, and  
20 was in conscious disregard of the rights and safety of others, including, but not limited to,  
21 Plaintiff herein, so as to warrant the imposition of punitive damages pursuant to California Civil  
22 Code Section 3294.  
23

24           267. Accordingly, Plaintiff is entitled to recovery against Defendant in an amount to be  
25 determined at trial.  
26  
27  
28

**FOURTH CAUSE OF ACTION**  
**(ASSAULT)**

268. Plaintiff realleges and reasserts each of the preceding paragraphs as if fully set forth herein.

269. The violent acts committed against Plaintiff by Defendant's employee while he performed his job duties, including his rape and sexual assault of Ms. Doe, amounted to a series of events creating a reasonable apprehension in Plaintiff of immediate harmful or offensive contact to Plaintiff's person, all of which were done intentionally and without Plaintiff's consent.

270. Defendant is liable for the actions of its agents and employees directly and under the doctrine of respondeat superior. Defendant is a common carrier who must carry passengers safely. As a common carrier, Defendant Uber is vicariously liable for its employees' and agents' intentional and negligent torts, whether or not such acts were committed within the scope of employment. Common carriers must use the highest care and have the vigilance of a very cautious person. They must do all that human care, vigilance and foresight reasonably can do under the circumstances to avoid harm to passengers. While a common carrier does not guarantee the safety of its passengers, it must use reasonable skill to provide everything necessary for safe transportation, in view of the transportation used and practical operation of the business. Defendant breached its duty of care in its actions towards Plaintiff.

271. As a direct and proximate result of the aforementioned conduct, Plaintiff has sustained and will sustain physical injury, pain and suffering, serious psychological and emotional distress, mental anguish, embarrassment and humiliation.

272. As a direct and proximate result of the aforementioned conduct, Plaintiff has incurred medical expenses and other economic damages.



1           273. The conduct of Uber was engaged in with fraud, oppression and/or malice, and  
2 was in conscious disregard of the rights and safety of others, including, but not limited to,  
3 Plaintiff herein, so as to warrant the imposition of punitive damages pursuant to California Civil  
4 Code Section 3294.

5           274. Accordingly, Plaintiff is entitled to recovery against Defendant in an amount to be  
6 determined at trial.  
7

8                                   **FIFTH CAUSE OF ACTION**  
9                                   **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

10          275. Plaintiff realleges and reasserts each of the preceding paragraphs as if fully set  
11 forth herein.

12          276. Defendant's employee, while carrying out his job duties, engaged in conduct  
13 toward Plaintiff that is extreme and outrageous so as to exceed the bounds of decency in a  
14 civilized society, namely, he violently raped and sexually assaulted an innocent woman who was  
15 a passenger in his Uber vehicle.  
16

17          277. Defendant is liable for the actions of its agents and employees directly and under  
18 the doctrine of respondeat superior. Defendant is a common carrier who must carry passengers  
19 safely. As a common carrier, Defendant is vicariously liable for its employees' and agents'  
20 intentional and negligent torts, whether or not such acts were committed within the scope of  
21 employment. Common carriers must use the highest care and vigilance of a very cautious  
22 person. They must do all that human care, vigilance, and foresight reasonably can do under the  
23 circumstances to avoid harm to passengers. While a common carrier does not guarantee the  
24 safety of its passengers, it must use reasonable skill to provide everything necessary for safe  
25  
26  
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1 transportation, in view of the transportation used and practical operation of the business.  
2 Defendant breached its duty of care in its actions towards Plaintiff.

3 278. By their actions and conduct, Defendant's employee intended to and did  
4 intentionally and recklessly cause Plaintiff to suffer severe emotional distress.

5 279. As a direct and proximate result of Defendant's employee's conduct, Plaintiff has  
6 suffered, and continues to suffer, severe emotional distress, for which she is entitled to an award  
7 of damages.  
8

9 280. The conduct of Uber was also engaged in with fraud, oppression and/or malice,  
10 and was in conscious disregard of the rights and safety of others, including, but not limited to,  
11 Plaintiff herein, so as to warrant the imposition of punitive damages pursuant to California Civil  
12 Code Section 3294.  
13

14 281. Accordingly, Plaintiff is entitled to recovery against Defendant in an amount to be  
15 determined at trial.

16 282. The aforementioned events took place due to the negligent acts and/or omissions  
17 of Defendant and its agent, servant, employee and or licensee, who acted within the scope of his  
18 authority, within the scope of and in furtherance of his employment, and in furtherance of his  
19 agency.  
20

21 283. By reason of Defendant's negligent conduct, Plaintiff suffered serious emotional  
22 distress.  
23

24 284. As a result of Defendant's negligent conduct, Plaintiff has suffered and continues  
25 to suffer injuries and damages.  
26  
27  
28

1           285. The conduct of Defendant was also engaged in with fraud, oppression and/or  
2 malice, and was in conscious disregard of the rights and safety of others, including, but not  
3 limited to, Plaintiff herein, so as to warrant the imposition of punitive damages pursuant to  
4 California Civil Code Section 3294.

5           286. Accordingly, Plaintiff is entitled to recovery against Defendant in an amount to be  
6 determined at trial.

7  
8                                   **PRAYER FOR RELIEF**

9           WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against  
10 Defendant, containing the following relief:

11           A. A declaratory judgment that the actions, conduct and practices of Defendant  
12 complained of herein violate the laws of the State of California and any other applicable  
13 jurisdiction within the United States of America;

14           B. An injunction and order permanently restraining Defendant from engaging in such  
15 unlawful conduct;

16           C. Enter a permanent injunction directing that Uber take all affirmative steps  
17 necessary to remedy the effects of the unlawful conduct alleged in this Complaint, and to prevent  
18 repeated occurrences in the future;

19           D. An award of damages in an amount to be determined at trial, plus prejudgment  
20 interest, to compensate Plaintiff for all physical, monetary and/or economic harm; for harm to  
21 her professional and personal reputations and loss of career fulfillment; for all non-monetary  
22 and/or compensatory harm, including, but not limited to, compensation for mental anguish and  
23 physical injuries; all other monetary and/or non-monetary losses suffered by Plaintiff;

24           E. An award of punitive damages;

1 F. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's  
2 reasonable attorneys' fees and expenses to the fullest extent permitted by law; and

3 G. Such other and further relief as the Court may deem just and proper.

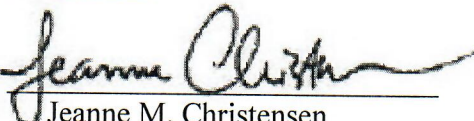
4 **JURY DEMAND**

5 Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

6  
7 Dated: November 15, 2017  
8 New York, New York


Respectfully submitted,

9 **WIGDOR LLP**

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