

1 JEANNE M. CHRISTENSEN (NY SBN 2622124)

(Admitted *pro hac vice*)

2 Kenneth D. Walsh (NY SBN 5044086)

(Admitted *pro hac vice*)

3 **WIGDOR LLP**

85 Fifth Avenue, Fifth Floor

4 New York, NY 10003

5 Tel.: (212) 257-6800

Fax: (212) 257-6845

6 [jchristensen@wigdorlaw.com](mailto:jchristensen@wigdorlaw.com)

7 [kwalsh@wigdorlaw.com](mailto:kwalsh@wigdorlaw.com)

8 JAMIE C. COUCHE (SBN 252001)

**ANDERSON & POOLE, P.C.**

9 601 California Street, Suite 1300

10 San Francisco, CA 94108

Tel.: (415) 956-6413

11 Fax: (415) 956-6416

12 [jcouche@adplaw.com](mailto:jcouche@adplaw.com)

13 Attorneys for Plaintiffs

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA

16 JANE DOE 1, JANE DOE 2, JANE DOE  
17 3, JANE DOE 4, JANE DOE 5, JANE  
18 DOE 6, JANE DOE 7, JANE DOE 8, and  
19 JANE DOE 9, *on behalf of themselves*  
*individually and on behalf of a proposed*  
*Class of similarly-situated individuals,*

20 Plaintiffs,

21 vs.

22 UBER TECHNOLOGIES, INC.,

23 Defendant.  
24  
25  
26  
27  
28

Case No.: 4:17-cv-06571 (YGR)

**AMENDED CLASS ACTION  
COMPLAINT SEEKING INJUNCTIVE  
AND DECLARATORY RELIEF;  
COMPLAINT FOR DAMAGES**

**JURY TRIAL DEMANDED**

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1 Plaintiffs Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, Jane Doe 6, Jane  
 2 Doe 7, Jane Doe 8 and Jane Doe 9, individually and on behalf of all others similarly situated  
 3 individuals (“Jane Does” or “Plaintiffs”), by and through undersigned counsel Wigdor LLP and  
 4 Anderson & Poole, P.C., as and for their Amended Class Action Complaint against Defendant  
 5 Uber Technologies, Inc. (“Uber,” the “Company” or “Defendant”), hereby allege as follows:  
 6

7 **I. UBER’S MESSAGE TO WOMEN: YOU ARE SECOND-CLASS CITIZENS**

8 1. In this watershed moment following the emergence of the #MeToo movement and  
 9 the collective realization about the level of violence women experience, Uber had a meaningful  
 10 opportunity to rise to the occasion when this action was filed.

11 2. Plaintiffs challenged Uber to reckon with the truth that its systemic protocols were  
 12 responsible for immeasurable damages suffered by innocent female passengers and to rectify its  
 13 wrongs in a transparent and responsible manner.  
 14

15 3. Shamefully, Uber opted to confront the fact that it is knowingly facilitating  
 16 heinous crimes of sexual assault and rape by male drivers on innocent female passengers by  
 17 doing nothing.  
 18

19 4. By doing nothing, Uber *has* made a choice. Uber *has* decided that women are  
 20 second-class citizens, and that their pain and suffering from rapes and sexual assaults at the  
 21 hands of Uber’s drivers is meaningless.

22 5. By doing nothing, Uber *has* decided that the perpetuation of criminal acts against  
 23 women is tolerable provided Uber reduces its losses and increases revenue.  
 24

25 6. By doing nothing, Uber *has* decided that its planned IPO in 2019 is vastly more  
 26 important than investing resources that can make rides safer and prevent one more female  
 27 passenger from enduring rape or sexual assault.  
 28

1           7. By doing nothing, Uber *has* decided that it is willing to gamble that investors will  
2 not care that drivers have the ability to rape female passengers with impunity.

3           8. Since Uber launched in 2010, thousands of female passengers have endured  
4 unlawful conduct by their Uber drivers, including rape, sexual assault, kidnapping, physical  
5 violence and gender-motivated harassment.<sup>1</sup> As the number of drivers increase, the number of  
6 reported sexual assaults and rapes of female passengers by male Uber drivers has sky-rocketed.

7           9. For years, Uber has known about the magnitude of this problem and the number  
8 of women who have experienced sexual harassment and gender-based violence.<sup>2</sup> Uber should  
9 have made drastic changes to the way that it does business and invested money in preventing  
10 future attacks.  
11

12           10. Instead, Uber has done everything possible to continue allowing these crimes to  
13 happen and is therefore complicit in, and a facilitator of, the illegal crimes engaged in by its  
14 drivers across the country on a regular basis.  
15

16           **A. Uber Believes That Female Passengers Think Rape During An Uber Ride Is**  
17           **A Foreseeable, Likely Event**

18           11. In gutless fashion, Uber responded to this lawsuit by attempting to force Jane  
19 Does, and all other similarly harmed women passengers, to cede their right to the public court  
20 system and force them into the soundless halls of arbitration.<sup>3</sup>  
21

---

22  
23 <sup>1</sup> Although the Complaint refers to female passengers, inherent in the allegations is the fact that a small  
24 percentage of male passengers also have experienced physical, sexual or other gender-motivated harassment at the  
25 hands of Uber drivers. Use of the phrases “female passengers” or “female riders” is inclusive of all passengers that  
26 have experienced the type of harm alleged herein.

27 <sup>2</sup> See Charlie Warzel & Johana Bhuiyan, *Internal Data Offers Glimpse at Uber Sex Assault Complaints*,  
28 BUZZFEED, March 6, 2016, available at <https://www.buzzfeed.com/charliewarzel/internal-data-offers-glimpse-at-uber-sex-assault-complaints>. Shockingly, many of the safety measures suggested in this lawsuit are the same  
suggestions included in a lawsuit filed against Uber by a female rape victim in January 2015 – more than three years  
ago – that Uber has ignored. See *Doe v. Uber Technologies Inc.*, No. 3:15-cv-424 (SI) (complaint filed N.D. Cal.,  
Jan. 29, 2015).

<sup>3</sup> After this action was filed, Uber filed a motion claiming that Jane Doe 1 and 2, and by extension, all  
potential Class members, are obligated contractually to litigate their claims in private arbitration. See Dkt. No. 34.

1           12.     Uber can hide for years in arbitration, allowing the horror stories of violent gender  
2 aggression to be silenced, while the harm increases.

3           13.     The danger of allowing Uber to hide from accountability for the illegal or  
4 dangerous activity of its drivers is obvious.

5           14.     It is tragic for Uber to suggest that female passengers knowingly and intentionally  
6 agreed to arbitrate their claims arising from potential felonies or misdemeanors for crimes of  
7 rape, sexual assault, sexual battery, kidnapping or other statutory sexual crimes, including  
8 gender-motivated violence.  
9

10           15.     **Uber’s cowardly argument is that women across this country understand**  
11 **and “accept” that use of the app would reasonably lead to their harm for the felony crime**  
12 **of rape.**  
13

14           16.     Such an explanation reveals the depth of Uber’s depravity towards women  
15 everywhere.

16           17.     Plaintiffs and members of the proposed Class never agreed to such a provision  
17 because they did not contractually agree to condone criminal activity as part of their use of an  
18 app, including harm flowing from that activity.  
19

20           18.     As the controller of all aspects of its enterprise, it is reasonable to believe that  
21 Uber knew the risk of rape and sexual assaults that female passengers faced.

22           19.     To suggest that thousands of female passengers appreciated and accepted this risk  
23 is unforgiveable.  
24

25           20.     Forcing Jane Does and countless other women out of court would not only help  
26 shield serial predators from state criminal charges, but also could shield Uber from its complicity  
27 in and facilitation of such criminal and illegal conduct.  
28

1           21. To promote its anticipated success of the 2019 IPO, Uber is desperate to conceal  
2 the documents and information that inevitably will result from the continued litigation of this  
3 action.

4           22. Uber wants to prevent investors from knowing about the depth and frequency that  
5 these heinous crimes occur in cities throughout the U.S.

6           23. Uber worries that investors may pause before investing in a company that fosters  
7 and ratifies the ability of criminals to prey on young innocent victims that pay Uber for a “safe  
8 ride” home.  
9

10           24. Outside of public scrutiny, Uber can conceal documents, such as records it  
11 maintains or fails to maintain of reports of sexual abuse by drivers from passengers, the  
12 investigations Uber has taken or failed to take in connection with these reports, discipline  
13 imposed or not imposed on drivers for their sexual assaults or gender-motivated violent conduct,  
14 documents showing whether Uber reports or fails to report such individuals to authorities, and  
15 what action Uber has or has not taken to prevent these horrific incidents from continuing to  
16 occur.  
17

18  
19           **B. Thousands Of Passengers Are Transported By Uber Without The Use Of**  
20           **Their Own App – These Passengers Have No Agreement With Uber**

21           25. Uber knows that thousands of passengers in Uber vehicles have not ordered the  
22 ride using their own app. For example, four friends can take an Uber ride from one place to  
23 another with the use of just one person’s app. Whether or not the other three passengers have an  
24 Uber account is of no issue because their account was not used to order the ride. Uber could  
25 never force the three friends into arbitration for any harm suffered during that ride.

26           26. Similarly, individuals order rides for friends using their accounts and never take  
27 the ride with them. As alleged in the facts in the complaint, *Doe v. Uber Technologies Inc.*, No.  
28



1 3:15-cv-424 (SI) (complaint filed N.D. Cal., January 29, 2015), the victim’s friend ordered her a  
 2 ride home after dinner using the friend’s app. During the ride, she was raped and sexually  
 3 assaulted. Because she had no agreement with Uber for that ride, Uber could not force her to  
 4 litigate her claims in its preferred forum, arbitration.

5 27. Similarly, Jane Doe 6 and countless female passengers that qualify as potential  
 6 Class members in this action will be individuals subjected to harm from sexually motivated  
 7 gender violence by drivers that is independent of their use of the app or whether they have an  
 8 Uber account.

9 28. Uber cannot force its contract of adhesion on female passengers who never agreed  
 10 to any terms with Uber, much less failed to knowingly and intentionally agreed to arbitrate any  
 11 claims arising from potential felonies or misdemeanors for crimes of rape, sexual assault, sexual  
 12 battery, kidnapping or other statutory sexual crimes.

13 **C. Uber Must Take Action to Remedy This Foreseeable Harm**

14 29. As detailed herein, Uber gives male drivers the power to criminally rape and  
 15 sexually assault women, and a permission slip to engage in such acts until they are caught.

16 30. This is no longer an issue of “rogue” drivers who act unlawfully. Uber has  
 17 created a system for bad actors to gain access to vulnerable victims, and they are taking  
 18 advantage of the opportunity.

19 31. To skirt state and local regulatory scrutiny, Uber labels itself a “technology  
 20 platform” company rather than a “transportation” company. This self-serving guise has added to  
 21 Uber’s ability to avoid spending more money on driver screening both before and after hiring,  
 22 and to avoid regulatory measures directed at safety during rides.

1           32. Because of this lack of regulatory oversight, Uber understands that responsibility  
2 for preventing harm against female passengers begins and ends with the Company itself. Its  
3 silent cowardice in the face of such responsibility speaks volumes.

4           33. No longer willing to tolerate Uber's indifference, Plaintiffs, victims of sexual  
5 violence, including rape and sexual assault, at the hands of their Uber drivers, bring this action  
6 on behalf of all female consumers<sup>4</sup> in the U.S. to force Uber to take immediate and substantive  
7 actions to reduce this senseless violence. Each week, women continue to experience gender-  
8 motivated harassment at the hands of the agents that Uber has tasked with the responsibility of  
9 transporting passengers safely from one destination to another.

10           34. Worse, these women paid money to Uber for what they were told was a "safe  
11 ride."

12           35. Only through court intervention will Uber cease and desist from making more  
13 women pay the price for its shameful failure to act.

14           **D. Uber Disingenuously And Inaccurately Advertises "We Do The Right  
15 Thing. Period."**

16           36. As part of recent leadership changes, Uber's new Chief Executive Officer  
17 introduced changes to the Company's defined cultural values. One of the new goals is "**We do  
18 the right thing. Period.**"

19           37. Because Uber knowingly has worked to silence passenger complaints about driver  
20 conduct and done everything possible to contain negative information, drastic changes are  
21 needed before Uber can claim that it is doing "the right thing." To begin, Uber must engage in  
22 transparency and release such basic information as the following:

---

23           <sup>4</sup> The terms "passengers" and "consumers" are used interchangeably in the context of this Amended  
24 Complaint.

- In the last year, how many reports from passengers does Uber receive about alleged rapes, sexual assaults and gender-motivated harassment inflicted by Uber drivers?
- What does Uber do with these reports and what protocols exist for accurately and quickly assessing the veracity of the complaints?
- How many internal investigations were conducted in the last six to twelve months about alleged rapes, sexual assaults, and gender-motivated harassment as a result of passenger complaints?
- In the last year, for example, what changes, if any, has Uber implemented as a direct result of internal investigations?
- What systemic protocols are currently under evaluation in order to increase passenger safety?
- Why does Uber represent to consumers that individuals can assess the risks associated with taking rides with drivers who are not professionally licensed, when Uber fails to disclose the data necessary for consumers to make such determinations?

38. As part of its business model, Uber has opted to protect the brand at the expense of passengers' safety. For any meaningful change to occur, Uber must be transparent about data regarding reported violence by drivers.

39. Uber's history of obstruction to block the release of such data has not gone unnoticed. Recently, a San Francisco judge sanctioned Uber for the Company's failure to comply with a search warrant for records on a driver suspected of sexually battering a female passenger. The judge stated:

"The reputation of Uber for cooperating with law enforcement is horrific. The fact that Uber resists search warrants gives me grave concern that there is an ulterior motive here and not any desire to cooperate."

1           40. The case involved charges against a 42-year-old Uber driver, Leonid Beker  
 2 (“Beker”), for an attack on a female passenger in May 2017. According to the charges, Beker  
 3 stopped the car, got in the back seat and restrained and attacked his female victim. The attack  
 4 went on for more than ten minutes before Beker stopped. Uber argued that it should not have to  
 5 turn over even 90 days of Beker’s driving records because, while it was “very committed to  
 6 safety,” providing Beker’s driving records might cause law enforcement to “call passengers and  
 7 ask if they’d had a bad experience with an Uber driver.” Senselessly, Uber said it should not  
 8 have to turn over records for rides with two to five star ratings because it was “unlikely a sexual  
 9 assault victim would give a good review.” Without any rational basis, Uber said that records for  
 10 rides involving male passengers were not relevant.  
 11

12           41. If Uber was sincere about doing “**the right thing**,” it would not be resisting court  
 13 orders for the production of information on file about drivers charged with rape, sexual assault or  
 14 gender-motivated harassment.  
 15

16           **E. Thousands Of Women Are At Risk**

17           42. Because of Uber’s failure to prioritize the safety of female passengers, thousands  
 18 of women are at risk of being trapped in a vehicle and subjected to sexual harm at the hands of  
 19 Uber drivers who have a duty to ensure their safe transport.<sup>5</sup>  
 20

21           43. The risk that drivers may subject vulnerable female passengers to sexual, physical  
 22 or gender-motivated harm is substantial. There is an inherent risk in getting into a car with a  
 23 stranger, where a passenger has no idea whether or not the driver plans to bring her to her  
 24

---

25  
 26 <sup>5</sup> Although the tragedy received minimal press in the U.S., on December 16, 2017, an Uber driver in Beirut,  
 27 Lebanon, raped and strangled to death a 30-year-old British woman, Rebecca Dykes. The victim, an employee with  
 28 the British Embassy in Beirut, pioneered work to improve the lives of Syrian and Palestinian refugees and Lebanese  
 host communities. Government officials at the highest levels in Lebanon and Britain honored Ms. Dykes at official  
 ceremonies. The Uber driver, Tarek Hawshieh, confessed to the rape and murder. See  
<https://www.lebanonews.net/En/2017/12/19/rebecca-dykes-uber-driver-confesses-killing-british-diplomat-beirut/>.

1 destination, if the driver has a gun in the car or if the driver will make demands beyond those of  
2 the agreed upon payment in exchange for “safe” passage.

3 44. In the U.S., Uber operates in 257 cities. In 2015, the company estimated that more  
4 327,000 Uber drivers worked throughout the U.S. In May 2017, Uber claimed that it completed  
5 5 billion rides worldwide. Estimates place the number of rides daily in excess of 1 million.

6 45. Uber drivers are free to veer off-route, park in secluded and remote places, lock  
7 car doors and engage in heinous violence as described by the Plaintiffs in this action.  
8 Alternatively, some Uber drivers have dropped female passengers off, only to follow them into  
9 their homes and commit rape and other sexual assaults out of public view. Since a driver may be  
10 technically “off app” in these situations, Uber disclaims all responsibility for the driver’s  
11 conduct.  
12

13 46. It is precisely this risk that forms the basis for laws across the U.S. that require  
14 drivers for private transportation carriers to be held to a higher “duty of care.” Taxi drivers and  
15 black car drivers are under a non-delegable duty to transport passengers safely during a ride.  
16

17 47. In California, for example, common carriers are required to use the highest care  
18 and vigilance of a “very cautious person,” and do “all that human care, vigilance, and foresight  
19 reasonably can do under the circumstances to avoid harm to passengers” when transporting  
20 passengers for a fee. This is why state and local regulations require strict monitoring of criminal  
21 backgrounds of drivers working in the taxi and limousine business. This also is why many cities  
22 require taxis to be equipped with tracking devices or dash cameras and audio devices to allow the  
23 monitoring of rides.  
24

25 48. When Uber drivers perform transportation services through the app, they are  
26 agents of Uber and perform services that are no different from those performed by taxi drivers or  
27  
28

1 black car drivers. The law requires that drivers adhere to a higher standard of care and that they  
 2 must be carefully scrutinized and monitored before they are tasked with the responsibility of  
 3 caring for the safety of passengers, especially women.

4 49. Despite the exponential increase in reported sexual harassment and assaults to  
 5 Uber by the women who use its app, nothing has been done to decrease the apparent and known  
 6 risk of such incidents from taking place. To the contrary, Uber counts on female consumer usage  
 7 increasing, and targets marketing ads towards young women travelling alone, knowing that its  
 8 profits come at the price of these women's vulnerabilities and personal safety.  
 9

10 50. Uber could take a number of various steps to reduce drastically harm to female  
 11 passengers. These safety measures include:

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

- 1           h.     Utilize Live Scan, a fingerprint-based background check  
2               for drivers administered through the Department of Justice  
3               and Federal Bureau of Investigation (“FBI”) databases for  
             all current and prospective Uber drivers;
- 4           i.     Perform thorough character checks on prospective drivers  
5               that go beyond mere criminal background checks, such as  
6               by interacting with people who may personally know an  
             applicant, in order to learn about the person’s reputation  
             and background;
- 7           j.     Make high resolution driver photos available for all  
8               consumers nationwide to view on their phones to guard  
             against identity fraud;
- 9           k.     Disable sharing of driver profiles by associating each  
10            profile with a particular phone, facial recognition software  
11            “fingerprint” and/or fingerprint, verified at the in-person  
12            screening interview;
- 13          l.     Engage professional, trained, third-party investigators to  
14            perform audits of all current driver employment  
15            applications and other required documentation to identify  
             inaccurate, outdated or forged information;
- 16          m.     Require all Uber drivers nationwide to install GPS tracking  
17            systems in their cars (rather than simply relying on phones  
18            and apps, which can be turned on and off), which  
             immediately trigger alarms if they are deactivated or  
             malfunction;
- 19          n.     Disable child-lock features on passenger doors of Uber  
20            vehicles;
- 21          o.     Include in-app panic buttons in the U.S.-based apps that  
22            send messages to Uber consumer support, local police, and  
23            a designated safety contact to quickly report an escalating  
24            safety situation, such as aggressive driving, a possible  
             abduction, or an assault;
- 25          p.     Employ teams of experts dedicated to investigating  
26            complaints against Uber drivers of a violent or sexual  
             nature; and
- 27          q.     Create a separate online form to report complaints of a  
28            violent or sexual nature against Uber drivers.



1           51. These proposed safety measures are reasonable and necessary. Had these  
2 measures been in place, thousands of women would have been spared the pain and humiliation  
3 that they suffered at the hands of their Uber drivers.

4           52. Uber's goal of dominating and controlling the ridehailing market at the expense of  
5 consumer safety is a calculated decision made by senior executives that continues through the  
6 present.

7  
8           53. Court orders are needed to force change that Uber should have taken voluntarily,  
9 long before many gender-motivated acts of violence were inflicted on female passengers across  
10 the U.S. Each day and week that passes without change is a guarantee by Uber of harm to untold  
11 numbers of women who are transported by Uber drivers from one place to another for a fee paid  
12 to Uber.

13  
14 **II. JURISDICTION AND VENUE**

15           54. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
16 1332(d)(2), because the proposed Class has more than 100 members, the Class contains at least  
17 one member of diverse citizenship from Defendant, and the amount in controversy exceeds \$5  
18 million.

19  
20           55. The Court has personal jurisdiction over Defendant because Defendant is  
21 authorized to and conducts substantial business in California, generally, and in this District  
22 specifically. Defendant has its headquarters in this District, and Defendant's policies, practices  
23 and protocols relating to the issues in the case were made and acted upon within this District.

24  
25           56. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1), because  
26 Defendant resides in this judicial district, and pursuant to 28 U.S.C. § 1391(b)(2), because a  
27  
28



1 substantial part of the events giving rise to this action occurred in this District as Defendant's  
2 policies and practices were made and acted upon within this District.

3 57. To the extent there is any contractual or other impediment to pursuit of these  
4 claims on a class action basis, Plaintiffs specifically allege, and will prove, if necessary, that any  
5 bar to class action proceedings is unconscionable, unfair, against public policy, and  
6 unenforceable.  
7

8 **III. PARTIES**

9 58. Jane Doe 1 is an adult woman who is a citizen of and resides in Miami, Florida.

10 59. Jane Doe 2 is an adult woman who is a citizen of and resides in Los Angeles,  
11 California.

12 60. Jane Doe 3 is an adult woman who is a citizen of and resides in San Francisco,  
13 California.

14 61. Jane Doe 4 is an adult woman who is a citizen of and resides in Des Moines,  
15 Iowa.  
16

17 62. Jane Doe 5 is an adult woman who is a citizen of and resides in California.

18 63. Jane Doe 6 is an adult woman who is a citizen of and resides in New York, New  
19 York.  
20

21 64. Jane Doe 7 is an adult woman who is a citizen of and resides in Brooklyn, New  
22 York.

23 65. Jane Doe 8 is an adult woman who is a citizen of and resides in Ann Arbor,  
24 Michigan.  
25

26 66. Jane Doe 9 is an adult woman who is a citizen of and resides in Pittsburgh,  
27 Pennsylvania.  
28

1           67. Defendant Uber Technologies, Inc. is a Delaware corporation with its principal  
2 place of business located at 1455 Market Street, San Francisco, California 94103.

3           68. Defendant Uber Technologies, Inc. operates in cities throughout the United States.

4 **IV. BACKGROUND AND FACTUAL ALLEGATIONS**

5 **A. Relevant Entities and the Individual Plaintiffs**

6           1. Uber Technologies, Inc.

7  
8           69. Launched in San Francisco in June 2010, Uber calls itself a “transportation  
9 network company.” In the industry called “ridehailing,” Uber connects drivers and members of  
10 the public through a downloadable smartphone application (“app”) called “Uber.” Consumers  
11 who have downloaded the app use it to make a ride request. They are matched with an Uber  
12 driver who picks them up and drives them to a destination. App users must pay for the ride  
13 through the app with a credit card. Uber pays the driver a share of the fare collected, and retains  
14 the remainder. Uber’s sole source of revenue is from charges to passengers for rides taken.  
15

16           70. As detailed *infra*, Uber’s business model requires an enormous pool of drivers in  
17 order to provide rides to consumers quickly and efficiently. To accomplish this, Uber solicits and  
18 retains thousands of non-professional drivers.  
19

20           71. Uber expanded nationally by entering cities and ignoring long-standing legal and  
21 regulatory authority for taxi and limousine services. Such laws exist for many of the safety  
22 concerns raised by this lawsuit. By flouting safety regulations, and by hiring non-professional  
23 drivers, Uber dominated the vehicle-for-hire market in a fraction of the time it would have taken  
24 had it entered the transportation market through traditional methods.  
25

26           72. “Profits over safety” quickly became the operating model for Uber’s expansion.  
27  
28

2. Uber Drivers Are Transportation Agents for Uber

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

74. Uber provides rides to members of the public for a fee. Uber does this as an enterprise engaged in “selling rides” in the same way that a private taxi service sells rides.

75. When Uber agrees with a passenger via the app to carry out a contract of transportation, drivers are the individuals who pick up the passenger at a certain location and transport the passenger to a certain location. The fact that Uber utilizes software to contract with consumers does not alter the essence of its business enterprise – namely, that of a transportation provider.

76. When drivers perform the transport, they are the legal “agents” of Uber. At all times, Uber is the “principal” in the relationship. Use of an app to organize the ride does nothing to alter the agent/principal relationship. In fact, the app is simply a modern version of the traditional method where consumers had to telephone a taxi company in order to arrange for their ride.

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

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

1           79. When drivers perform the transportation, they are acting at all times pursuant to  
2 Uber's control and serve to carry out the performance on behalf of Uber. In connection with this,  
3 all money is exchanged between passengers and Uber, and all agreements about the  
4 transportation service flow between passengers and Uber.

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

8           81. Passengers pay Uber; Uber pays drivers.

9           82. Because Uber is a transportation company that provides rides to the general public  
10 for a fee, it is subject to the laws governing common carriers.

11           83. When drivers carry out a contract of transportation for Uber, Uber is under a non-  
12 delegable duty to transport passengers safely.

13           84. At all times, drivers, whether labeled "agents" or "employees" of Uber, also are  
14 held to transport passengers according to a higher standard of care.

15           85. Uber, as a common carrier in California, is required to use the highest care and the  
16 vigilance of a very cautious person.

17           86. Furthermore, it must do all that human care, vigilance, and foresight reasonably  
18 can do under the circumstances to avoid harm to passengers.

19           87. In connection with this duty of care, Uber is required to, but does not, make  
20 policy decisions at all levels of Uber's management to ensure that the highest care is exercised  
21 with respect to Uber's transportation of consumers.

22                           3. Jane Doe 1

23           88. Jane Doe 1 is an adult woman who resides in Miami, Florida.

1           89.     On the evening of October 14, 2016, Ms. Doe 1 and a female friend ordered an  
2 Uber to travel from Ms. Doe 1's home in South Miami to nearby Coral Gables, Florida.

3           90.     Ms. Doe 1 had just recently downloaded the Uber app, and this was her first ride  
4 using Uber.

5           91.     Ms. Doe 1 and her friend took an Uber ride to a restaurant in Coral Gables.  
6 During the evening, Ms. Doe 1 had two drinks. Despite having consumed only two drinks, at  
7 some point, she began to feel sick and light-headed. Ms. Doe 1's friend consumed alcoholic  
8 drinks during the evening.

9           92.     In the early hours of October 15, 2016, Ms. Doe 1 and her friend were picked up  
10 by Uber driver Nimer Abdallah ("Abdallah") to transport them from Coral Gables back to Ms.  
11 Doe 1's home in South Miami.

12           93.     This ride was ordered using the Uber app installed on Ms. Doe 1's iPhone, which  
13 had the "Touch ID" unlock function enabled.

14           94.     Unbeknownst to Ms. Doe 1 when she got into the car, Abdallah had previously  
15 been charged with a felony in Miami, Florida.

16           95.     Ms. Doe 1 has limited recollection, if any, of the 20-minute ride. When Abdallah  
17 arrived at their destination, Ms. Doe 1 was barely conscious. Although Ms. Doe 1's friend did  
18 not ask for help, Abdallah threw Ms. Doe 1 over his shoulder and carried her upstairs to her sixth  
19 floor apartment. Abdallah proceeded to enter the apartment and carried Ms. Doe 1 into her  
20 bedroom.

21           96.     Ms. Doe 1's friend saw Abdallah sprawled on top of Ms. Doe 1 on her bed,  
22 kissing her. When the friend demanded that Abdallah leave the apartment, his only response was  
23 to invite her to join them on Ms. Doe 1's bed. Her friend became so frightened that she locked  
24

1 herself in the bathroom of the apartment, terrified. She passed out in the bathroom for the rest of  
2 the night.

3 97. When Ms. Doe 1 woke the next morning, she was alarmed to discover that she  
4 was not wearing pants or underwear, and was lying in a horizontal position across the foot of her  
5 bed.

6 98. Ms. Doe 1 was further distressed to find discharge from her vaginal area and what  
7 appeared to be semen stains on her comforter, close to where she had been lying.

8 99. Upon learning from her friend that Abdallah had entered the apartment and  
9 carried her into the bedroom, Ms. Doe 1 became concerned that she had been sexually assaulted.

10 100. She searched, unsuccessfully, for any trace of a used condom.

11 101. Ms. Doe 1 reported the incident to the police, who took her statement, a copy of  
12 her Uber receipt, clothing and the bedding with suspicious staining, as well as surveillance  
13 footage from her apartment complex showing Abdallah dragging Ms. Doe 1 from his car and  
14 carrying her into the apartment building.

15 102. On or about October 17, 2016, as part of an official police photo line-up, Ms. Doe  
16 1's friend successfully identified Abdallah as their Uber driver.

17 103. That same day, Ms. Doe 1 was treated at a rape treatment center at a local  
18 hospital, where a rape kit and examination was performed, and samples were collected for STD  
19 and toxicology tests.

20 104. On or about October 18, 2016, Abdallah was arrested and charged with two  
21 counts of Sexual Battery.

1           105. During police questioning, Abdallah admitted to removing Ms. Doe 1's pants and  
2 underwear, kissing her breasts, digitally penetrating her vagina, and inserting his penis into her  
3 vagina.

4           106. Abdallah furthermore confessed to the police that "he was wrong for what he  
5 did," and according to the police report admitted that he was aware that the victim had been  
6 drinking before he assaulted her.

7           107. The case is pending in the Circuit Court of Miami-Dade County, Florida.

8           108. Abdallah subsequently posted bond and has been released.

9           109. Ms. Doe 1 contacted Uber regarding the incident, and she was informed that Uber  
10 would be "taking the appropriate action here."  
11

12           110. To this day, Uber has not confirmed that Abdallah has been deactivated from  
13 driving for Uber.  
14

15           111. Uber did, however, offer to refund Ms. Doe 1 \$9.51 for her ride with Abdallah.

16           112. Uber never bothered to contact Jane Doe 1 about the sexual assault again.

17                           4. Jane Doe 2  
18

19           113. Jane Doe 2 is an adult woman who resides in Los Angeles, California.

20           114. On the evening of January 18, 2017, Ms. Doe 2 was with friends at a restaurant in  
21 Silver Lake, California.

22           115. Although she only had a few alcoholic beverages, she became intoxicated very  
23 quickly.  
24

25           116. The group returned to one person's home.

26           117. Later, Ms. Doe 2 requested an Uber from the app on her phone to take her  
27 approximately two miles to her residence.  
28

1           118. She was picked up by an Uber driver, Miguel Last Name Unknown (“Miguel  
2 LNU”).

3           119. Ms. Doe 2 sat in the backseat and proceeded to fall asleep.

4           120. When she awakened, to her horror, Ms. Doe 2 saw that Miguel LNU was in the  
5 backseat and his mouth was on her vulva.

6           121. Ms. Doe 2 was able to see that the car was parked in a park and that it was raining  
7 heavily. The driver then proceeded to Ms. Doe 2’s residence, and followed her into her home.

8           122. Although she was in and out of consciousness, Miguel LNU forced her to engage  
9 in intercourse against her will and then left. Ms. Doe 2 passed out.

10           123. A few hours later, Miguel LNU began texting and calling Ms. Doe from various  
11 phone numbers, leaving messages that he wanted to see her.

12           124. Ms. Doe 2 does not know how Miguel LNU obtained her phone number, as Uber  
13 purportedly uses a cell phone number masking system for drivers and passengers to contact each  
14 other.

15           125. The following morning Ms. Doe 2 woke up disoriented and confused.

16           126. Ms. Doe 2 found a used condom in her toilet and as a result, went to a medical  
17 clinic for STD testing.

18           127. What happened to Ms. Does 1 and 2 is happening to women across the U.S.  
19 Shockingly, it is happening with greater frequency. Upon information and belief, more than  
20 1000 passengers have experienced rapes, sexual assaults and gender-motivated harassment by  
21 their Uber drivers.  
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1           128. Hundreds of incidents of such violence have been reported in the last several  
 2 years such that it is impossible to set forth each reported attack by an Uber driver against a  
 3 female passenger in this Complaint.<sup>6</sup>

4                               5.     Jane Doe 3

5           129. Jane Doe 3 is a 26-year old adult woman living in San Francisco, California.

6           130. On December 1, 2017, Ms. Doe 3 was at her office's holiday party in San  
 7 Francisco, California, where she had a few drinks.

8           131. After the holiday party, Ms. Doe 3 requested an Uber from the app on her phone  
 9 to take her to her residence. The ride should have taken approximately 12 minutes.

10           132. She was picked up by an Uber driver, Salah Alobadi ("Alobadi").

11           133. Ms. Doe 3 rode in the back seat of the Uber and did not talk to Alobadi for the  
 12 entire ride.

13           134. When she reached her destination, Alobadi offered to help Ms. Doe 3 get into her  
 14 apartment. She said no and refused him.

15           135. When Ms. Doe 3 reached her apartment building and put in the code to enter, she  
 16 was shocked to find Alobadi right behind her.

17           136. When the door buzzed her in, Alobadi pushed himself into the foyer and held her  
 18 in a bear hug as he groped her and attempted to force himself on her. In shock, Ms. Doe 3 was  
 19 helpless to stop Alobadi from following her up a flight of stairs to her apartment.

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21  
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23  
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26  
27           <sup>6</sup> See <http://www.whosdrivingyou.org/rideshare-incidents#sexualassaults>. This frequently updated site  
 28 provides a list of sexual assaults and harassment by drivers for Uber. During an approximate 12-week period in 2017, the site reported that 92 individual incidents of sexual assaults were reported in the media.

1           137. In front of her apartment door that displayed her apartment number, Alobadi  
2 forced himself on Ms. Doe 3 again, placing her in a tight bear hug, groping her and putting his  
3 hands up her dress.

4           138. As Alobadi became more aggressive, Ms. Doe 3 managed to punch him in the  
5 stomach hard enough that she was able to get into her apartment. She immediately locked the  
6 door and all of her windows.

7           139. Ms. Doe 3 contacted Uber the following morning. On a call that Uber said was  
8 recorded, Uber refunded her \$17.81 for the ride that was supposed to be 12 minutes but was  
9 logged as taking 24 minutes. Upon information and belief, Alobadi kept the app on during the  
10 incident.  
11

12           140. On Ms. Doe 3's call with Uber, the representative claimed that Uber took her  
13 claim "very seriously" and that the driver would be "suspended immediately."  
14

15           141. Uber had no advice or response to Ms. Doe 3's questions about her fear that  
16 Alobadi knew where she lived and would come back to hurt her.

17           142. On December 3, 2016, Ms. Doe 3 filed a police report with the San Francisco  
18 Police Department, and later positively identified Alobadi in a line-up.  
19

20           143. Based on publically available documents, Alobadi's name, date of birth and  
21 personal address match the name, date of birth and personal address of another individual named  
22 Alobadi that is listed as a Registered Sex Offender in Berkley, California. Moreover, the  
23 photograph of Alobadi in the sex offender registry depicts the same Alobadi that Ms. Doe 3  
24 identified in the police line-up.  
25

26           144. To this day, Ms. Doe 3 has no idea whether Uber has deactivated Alobadi from  
27 the app or whether he continues to drive for Uber.  
28

1           145. She continues to fear that Alobadi will attempt to assault her again at her  
2 apartment.

3           146. Uber never bothered to contact Ms. Doe 3 about the sexual assault again.

4                       6.     Jane Doe 4

5           147. Jane Doe 4 is a 42-year old adult woman living in Des Moines, Iowa.

6           148. On December 23, 2017, Ms. Doe 4 was at a bar roughly five to six miles from her  
7 home. After a few drinks, Ms. Doe 4 decided to request an Uber to go home.

8           149. She was picked up by an Uber driver named Gary Howard (“Howard”), who  
9 asked that she sit in the front seat of the vehicle.

10          150. Howard took Ms. Doe 4 home without incident.

11          151. When Ms. Doe 4 requested another Uber to return back to the bar, she quickly  
12 received a notification that her ride was outside. Ms. Doe 4 was surprised to notice Howard  
13 waiting for her again.

14          152. When Howard told Ms. Doe 4, “you must really like me, you requested me  
15 twice,” she explained to him that she did not request him again.

16          153. Throughout the ride back to the bar, Howard began asking her strange questions  
17 that made Ms. Doe 4 uncomfortable.

18          154. At one point, Ms. Doe 4 looked away and, upon returning to look at Howard, was  
19 shocked to find that he had his penis out.

20          155. Ms. Doe 4 told Howard to stop, to which his only response was, “I thought this is  
21 what you wanted.”

22          156. Ms. Doe 4 panicked and asked that Howard take her back home.

23          157. Howard grabbed Ms. Doe 4’s knee and began attempting to kiss her.

1           158. Eventually he stopped and Ms. Doe 4 realized it would be better to go to a public  
2 area rather than her home, and asked Howard to resume driving to the bar.

3           159. At this, Howard removed his penis from his pants again and began masturbating,  
4 even though Ms. Doe 4 kept protesting and threatened to call the police.

5           160. When they finally arrived at her destination, Ms. Doe 4 was furious at the  
6 possibility Howard could do this again to more unsuspecting women, so she grabbed his phone,  
7 threw it on the ground away from him, and took the broken pieces into the bar.

8           161. Howard followed Ms. Doe 4 in to the bar, but she gave the broken phone pieces to  
9 the bartender, who called the police. The police are currently investigating the incident.

10           162. When Ms. Doe 4 contacted Uber to complain the following day, the Uber  
11 representative informed Ms. Doe 4 that Uber would investigate the incident.

12           163. Upon pressing Uber further for information about Howard, Ms. Doe 4 learned that  
13 his license plate was actually registered in Wisconsin, approximately three hours away from  
14 where she was sexually assaulted.

15           164. Uber ultimately refunded Ms. Doe 4 \$9.60 for the ride and deactivated Howard  
16 from the Uber app.

17           165. Uber never bothered to contact Jane Doe 4 about the sexual assault again.

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21           7.     Jane Doe 5

22           166. Jane Doe 5 is a 33-year-old adult woman, currently living in California.

23           167. On October 29, 2016, while working in New Jersey for a year, Ms. Doe 5 was out  
24 with a girlfriend at a bar in New Brunswick, New Jersey.

25           168. Despite having consumed only several drinks, Ms. Doe 5 began to feel  
26 disorientated and requested an Uber to pick her up from a bar.  
27  
28

1           169. She was picked up by an Uber driver named Josef Last Name Unknown (“Josef  
2 LNU”).

3           170. Ms. Doe 5 got into the backseat of Josef LNU’s vehicle, and subsequently  
4 blacked out.

5           171. The duration of the ride should have been approximately 34-40 minutes, from the  
6 bar to Ms. Doe 5’s home.

7           172. Two and a half hours after picking Ms. Doe 5 up, Josef LNU brought her home.

8           173. Ms. Doe 5’s boyfriend saw Josef LNU attempting to take her out of the backseat  
9 of the vehicle, and approached him, as he could see she was not awake.

10           174. Josef LNU then closed the doors and drove off with Ms. Doe 5 still in the  
11 backseat of his vehicle.

12           175. Josef LNU proceeded to drop Ms. Doe 5 one block away from her home, on the  
13 side of the street. Her boyfriend took her home, and she awoke the next morning with no  
14 recollection of the previous night.

15           176. When Ms. Doe 5 complained to Uber, the Company responded by telling her she  
16 would not be paired with this driver anymore, but have yet to refund her for the ride or take any  
17 other action. Upon information and belief, Josef LNU is still driving for Uber.

18           177. Although Ms. Doe 5 filed a police report immediately, Uber has refused to  
19 cooperate with the investigation.

20           178. Uber never bothered to contact Jane Doe 5 about the incident again.

21                       8.     Jane Doe 6

22           179. Jane Doe 6 is a 31-year-old adult woman, currently living in New York.

23           180. On December 16, 2017, Ms. Doe 6 went to a holiday party with a friend.

1           181. Throughout the course of the night, Ms. Doe 6 became intoxicated under the  
2 influence of alcohol.

3           182. At approximately 1:00 a.m., Ms. Doe 6's friend ordered an Uber from his phone  
4 to take Ms. Doe 6 from the friend's home in West Hollywood, California to her home in  
5 Pasadena, California.

6           183. Ms. Doe 6 did not order the Uber she took on the night at issue using her own  
7 phone or Uber account.<sup>7</sup>

8           184. Although Ms. Doe 6 went in and out of consciousness during the course of her  
9 ride, she remembers portions of the ride, including vomiting on the side of the road.

10           185. At one point when Ms. Doe 6 awoke from unconsciousness, her Uber driver was  
11 sexually assaulting her.

12           186. The receipt for Ms. Doe 6's ride indicates that her Uber driver took a route that  
13 did not match any route he should have taken had he driven straight from the point of origin to  
14 Ms. Doe 6's home.

15           187. The receipt for Ms. Doe 6's December 16, 2017 Uber ride further indicates that  
16 she was dropped off one block south of her home.

17           188. Approximately one week after she was sexually assaulted by her Uber driver, Ms.  
18 Doe 6 filed a police report.

19           189. Police officers informed Ms. Doe 6 that, if she was able to get her Uber driver on  
20 a recording admitting what he did to her, they would press charges against the driver.

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27           <sup>7</sup> Although Ms. Doe 6 used her friend's Uber account to order the Uber ride described herein, when creating  
28 her own Uber account, Ms. Doe 6 was unaware of the existence of Uber's Terms and Conditions and Privacy Policy,  
and she never received or read any such document, including any arbitration agreement.

1           190. Using the Uber app on her friend's phone, Ms. Doe 6 contacted Uber, explaining  
2 that she had forgotten something in the car, at which point Uber connected Ms. Doe 6 with the  
3 Uber driver who had sexually assaulted her.

4           191. Ms. Doe 6 contacted the Uber driver who sexually assaulted her, and learned that  
5 his name is "Armen."

6           192. On or about December 23, 2017, the Uber driver who sexually assaulted Ms. Doe  
7 6 was arrested and charged with digital penetration and oral copulation.

8           193. Notwithstanding the arrest of the Uber driver who sexually assaulted Ms. Doe 6,  
9 the District Attorney has not yet pressed charges against him because the District Attorney is  
10 waiting for Uber to comply with a warrant and provide additional information regarding the  
11 driver.  
12

13           194. Uber never bothered to contact Ms. Doe 6 about the sexual assault.  
14

15                       9.     Jane Doe 7

16           195. Jane Doe 7 is a 21-year-old adult woman, currently living in New York.  
17

18           196. On or about July 17, 2017, Ms. Doe 7 was out at a restaurant in Manhattan, New  
19 York. Ms. Doe 7 does not recall whether she had anything to drink during the course of her time  
20 at the restaurant, but believes it is probable that she did.

21           197. At approximately 1:00 a.m., Ms. Doe 7 ordered an Uber Pool to take her from the  
22 restaurant in Manhattan, New York to her home in Brooklyn, New York.

23           198. Shortly thereafter, Ms. Doe 7's Uber driver arrived, and she got in the backseat of  
24 his car.  
25

26           199. Ms. Doe 7 fell asleep during the course of the trip, but awoke when the car  
27 stopped outside of her home.  
28

1           200. When Ms. Doe 7 attempted to exit the vehicle, the driver stated, “I need one  
2 minute,” got into the backseat of the car, began groping Ms. Doe 7 over her clothes and forcibly  
3 attempted to kiss her.

4           201. Ms. Doe 7 continued attempting to leave the vehicle, but the driver hindered her  
5 from doing so, repeatedly stating, “I need one minute, I need to kiss you.”

6           202. Ms. Doe 7 eventually grabbed her purse, hit the driver in the face, opened the  
7 door to the vehicle and fled.  
8

9           203. By the time Ms. Doe 7 made it to her door, the driver had returned behind the  
10 wheel of his car, made a U-turn and parked in front of Ms. Doe 7’s home, yelling at her while she  
11 fumbled for her keys to open her front door.  
12

13           204. Upon entering her home, Ms. Doe 7 immediately contacted Uber to complain  
14 about the incident. Uber emailed Ms. Doe 7, stating that someone would call her the following  
15 morning.  
16

17           205. The following morning, Ms. Doe 7 spoke with someone at Uber who informed  
18 her that she would no longer be paired with the driver who sexually assaulted her.

19           206. When Ms. Doe 7 asked whether the driver who sexually assaulted her would be  
20 terminated, the male representative from Uber stated that he could not disclose that information  
21 because it was confidential.

22           207. The weekend after Ms. Doe 7 was sexually assaulted by her Uber driver, she went  
23 to the police station to file a police report.  
24

25           208. At the police station, Ms. Doe 7 was redirected to the SVU, where officers took  
26 down her statement, but told her that there was not much they could do about the incident.  
27  
28



1           209. Uber has not terminated the driver who sexually assaulted Ms. Doe 7, and he  
2 continues to drive for Uber to this day.

3           210. Uber never bothered to contact Ms. Doe 7 about the sexual assault again.

4                           10. Jane Doe 8

5           211. Jane Doe 8 is a 19-year-old college student in Ann Arbor, Michigan. She was 18  
6 years old at the time of the incident described herein.

7           212. In August 2016, after purchasing a bicycle at Wal-Mart, Ms. Doe 8 ordered an  
8 Uber using the Uber app to bring her back to her college campus. As it was a hot August day,  
9 Ms. Doe 8 was wearing shorts and a tank top.

10           213. When the Uber driver arrived, Ms. Doe 8 placed the bicycle in the backseat of the  
11 car as instructed by the Uber driver, which required that she sit in the front seat.

12           214. After driving for a few minutes, the Uber driver began asking Ms. Doe 8 personal  
13 and inappropriate questions.

14           215. When Ms. Doe 8 told her Uber driver that she was originally from Georgia and  
15 attended private school, the Uber driver stated, "I heard private school girls are wild," and  
16 proceeded to ask Ms. Doe 8 whether she had a boyfriend and whether she had ever had sex. The  
17 Uber driver offered Ms. Doe 8 a relationship, stating that he was divorced and that he loved her  
18 skin.

19           216. The Uber driver began rubbing Ms. Doe 8's leg, beginning at her knee and  
20 reaching up to her thigh, which prompted Ms. Doe 8 to move closer to the window in an effort to  
21 distance herself from the Uber driver. As the Uber driver attempted to rub Ms. Doe 8's thigh, he  
22 stated that his wife did not satisfy him and asked whether Ms. Doe 8 had ever been satisfied.

1           217. The Uber driver then began rubbing Ms. Doe 8's arms and shoulders, at which  
2 point she asked the driver to stop the vehicle so that she could get out and walk back to campus.

3           218. The Uber driver did not stop the car and insisted upon taking Ms. Doe 8 to her  
4 destination.

5           219. Before arriving at Ms. Doe 8's destination, the Uber driver asked if he could kiss  
6 Ms. Doe 8. Ms. Doe 8 clearly and firmly stated "no."

7           220. Moments later, upon arriving at campus, the Uber driver insisted on kissing Ms.  
8 Doe 8, stating, "I have to kiss you," and forcibly grabbed and kissed her.

9           221. After forcibly grabbing and kissing her, the Uber driver offered to take Ms. Doe 8  
10 back to the Wal-Mart from which he had picked her up for free so that he could spend more time  
11 with her, but she declined and walked back to her dorm room.

12           222. Ms. Doe 8 immediately called Uber to complain that she had been sexually  
13 assaulted by her Uber driver.

14           223. Shortly thereafter, a female Uber representative called Ms. Doe 8 back, taking  
15 down the details of the incident, refunding her the amount for the ride and stating that Uber  
16 would investigate the incident.

17           224. Ms. Doe 8 also filed a police report and served as a witness at her Uber driver's  
18 criminal trial. In approximately December 2016 or January 2017, Ms. Doe 8's Uber driver was  
19 tried and convicted of sexual assault.

20           225. Uber never bothered to contact Jane Doe 8 about the sexual assault again.

21                   11. Jane Doe 9

22           226. Jane Doe 9 is an adult woman who lives in Pittsburgh, Pennsylvania.

1           227. At approximately 2:00 a.m. on October 15, 2017, Ms. Doe 9 ordered an Uber  
2 using the app on her phone to take her from a bar in downtown Pittsburgh to her home,  
3 approximately six miles away.

4           228. Before she had a chance to see what the Uber driver who would be picking her up  
5 looked like, Ms. Doe 9's phone died.

6           229. Nevertheless, shortly thereafter, a black car pulled up with an Uber sign in the  
7 front window, and the driver stated that he was there to pick up Ms. Doe 9.

8           230. The Uber driver asked Ms. Doe 9 for her address and he entered it into his phone.

9           231. However, after entering Ms. Doe 9's address into his phone, the Uber driver  
10 began driving on the highway in the wrong direction. Ms. Doe 9 informed the Uber driver that  
11 he was driving the wrong direction and began to panic.

12           232. The Uber driver told Ms. Doe 9 not to panic and began touching her legs, putting  
13 his hand down her shirt and feeling her breasts. He continued to do this for approximately eight  
14 minutes, during which time Ms. Doe 9 pleaded for the Uber driver to take her home.

15           233. The Uber driver pulled off the highway, pulled into the parking lot of the  
16 apartment complex in which he lived, got out of his vehicle and told Ms. Doe 9 to get out of the  
17 vehicle as well.

18           234. When Ms. Doe 9 refused to get out of the vehicle, the Uber driver opened her  
19 door and tried to pull her out. During this time, Ms. Doe 9 continued to scream and plead with  
20 the Uber driver.

21           235. A neighbor in the apartment complex witnessed the incident and asked whether  
22 everything was alright. Although the Uber driver told the neighbor not to worry, Ms. Doe 9  
23 shook her head to indicate that everything was not alright.

1           236. The neighbor took Ms. Doe 9 out of the car and brought her inside his apartment  
2 to safety.

3           237. Although Ms. Doe 9 was initially hysterical and continued to feel unsafe, she  
4 eventually gathered her thoughts, called the police and the Uber driver who sexually assaulted  
5 her was arrested. At a November 15, 2017 preliminary hearing, the Uber driver was charged  
6 with kidnapping, indecent assault, false imprisonment and harassment.

7           238. The Uber driver further disclosed that he was not actually logged into to the Uber  
8 app as a driver at the time he picked up Ms. Doe 9, but rather, he saw her downtown and that she  
9 looked intoxicated, so he picked her up.

10           239. Additionally, upon restarting her phone, Ms. Doe 9 saw that she had two  
11 voicemails and a cancelled ride from her actual Uber driver.

12           240. When Ms. Doe 9 called Uber to complain about this incident, Uber refunded her  
13 \$5 for the cancellation and told her they would investigate.

14           241. The following day, Uber called Ms. Doe 9 stating that the Uber driver who  
15 sexually assaulted her had been terminated and was no longer affiliated with the company. In an  
16 email the same day, Uber claimed that it was reviewing Ms. Doe 9's report and that the company  
17 would update her regarding its investigation.

18           242. Uber never bothered to contact Jane Doe 9 about the sexual assault again.

19           **B. Relevant Social Climate**

20                   1. #MeToo Campaign

21           243. Several months ago, in response to well-publicized charges by women against  
22 Harvey Weinstein and his film company, The Weinstein Company, a campaign on Twitter using  
23 the hashtag “#MeToo” began circulating. The movement was intended as a means for  
24  
25  
26  
27  
28

1 individuals to share stories about sexual harassment and its prevalence for women in all walks of  
 2 life, in a multitude of contexts.

3 244. The #MeToo campaign has resulted in thousands of individuals sharing stories  
 4 about sexual assault, including rape, and other gender-motivated harassment. In weeks, as a  
 5 direct result of shared information on #MeToo, a number of influential and powerful men have  
 6 been outed for claims of sexual misconduct.

7 245. Hundreds, if not thousands, of #MeToo tweets report sexual assaults, including  
 8 rapes, and other gender-motivated harassment, experienced by female passengers at the hands of  
 9 their Uber drivers, detailing incidents from several years ago through the present.  
 10

11 246. Indeed, the sheer volume of reports makes it impossible to list each tweet herein.  
 12 By way of example only, all of the following tweets were posted in October 2017:  
 13

- 14 • “I was tired & snoozed off in an @Uber. I woke up in fear.  
 15 The car was parked in an alley. The driver was in the  
 16 backseat next to me. #MeToo.”
- 17 • “Hey @Uber think your driver could take the title of dirty  
 18 video he was watching before he picked me up off his  
 19 screen during a ride? #MeToo.” (the screen shot showed a  
 20 video about “big titties.” On the Uber driver’s dash).
- 21 • “A few years ago, I was in an Uber arriving at my  
 22 apartment when the driver made inappropriate comments  
 23 and grabbed at my crotch. #MeToo.”
- 24 • “This @Uber driver today pulled out his Man part (one  
 25 eyed snake) and thought I didn’t see him so upset here’s the  
 26 video #MeToo.” (Las Vegas).
- 27 • “Client sexually assaulted, harassed and threatened by  
 28 Chicago Uber driver.”
- “When a 50-year-old male Uber driver rubbed my leg and  
 tell me its ‘sexy’ when I was in a black dress on the way to  
 my hostess job.”

- “One of my more recent #MeToo stories was when my @Uber driver started calling and texting me after my ride. I blocked him. Horrified.”

247. New reports by female passengers about Uber drivers emerge daily. Importantly, these women are located in cities across the U.S.

## 2. Terrorist Attack in Manhattan on October 31, 2017

248. On the afternoon of October 31, 2017, in lower Manhattan, a 29-year-old man driving a rental truck intentionally drove into a crowded pedestrian and cyclist path, killing eight people, and seriously injuring more than eleven others.

249. That day, the New York Police Department apprehended the person believed to have committed the heinous killings, and identified the arrested driver as Sayfullo Saipov.

250. Shortly after Mr. Saipov’s arrest, Uber released a public statement disclosing that Mr. Saipov was a driver for Uber on October 31, 2017. According to Uber, Mr. Saipov passed Uber’s background check to become an Uber driver and had been actively driving on the Uber app for more than six months. Upon information and belief, Mr. Saipov drove for Uber in at least two states: Florida and New Jersey.

251. On October 31, 2017, Uber said that it had banned Mr. Saipov from the app.

252. Uber claimed that it was assisting law enforcement and said it was “horrified by this senseless act of violence.”

253. Incredulously, for the last six years, Uber has issued the same public statement each time a report of violence surfaces in the media, including after a driver in Kalamazoo, Michigan went on a shooting spree while on the Uber app and shot at and murdered individuals in the process of picking up passengers.

254. Despite Uber’s purported “horror” at these events, it has failed to change.

1           **C.     Uber’s Inadequate And Careless Background Checking Process: Willful**  
2           **Blindness In Hiring And Supervising Drivers**

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

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

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

22           258. In September 2016, Uber announced the introduction of “Real-Time ID Check” a  
23 new security feature where drivers are periodically prompted to take a photo of themselves using  
24 their app (a “selfie”) as a condition of accepting and continuing ride requests.  
25

26           259. Facial recognition technology is used to analyze the selfie and verify that the  
27 driver using the app at that time is the same person whose photo is registered on file.  
28

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

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

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

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

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

20           265. As such, if a potential driver was convicted of a violent crime ten years prior to  
21 applying to become an Uber driver, the Company would have no way of knowing such a fact.

22           266. Uber simply looks the other way when it comes to any acts that may have  
23 occurred beyond the arbitrary seven-year cut-off.  
24

25           267. Moreover, through these procedures, Uber fails to conduct a seven-year review of  
26 any information for drivers who have resided in the U.S. for less than that time. Uber simply  
27 ignores any period beyond what records it can obtain in the U.S. By way of example only, if an  
28



1 Uber driver moves to a city in the U.S. from another country, such as Canada, the United  
2 Kingdom or France, and has resided here for only a few years, the only records reviewed by  
3 Uber pertain to records available in the U.S. No steps are taken to inquire about the potential  
4 driver's history from his or her former country.

5         268. Indeed, if a potential driver knows that he will be unable to pass even the lenient  
6 existing background checks, that potential driver could simply ask a friend to share their  
7 information and thus gain access to driving on the platform.

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

14         270. Hirease also has recognized the importance of background checks to weed out  
15 applicants with criminal backgrounds. As Hirease stated, "10% of job applicants have a criminal  
16 record." Nonetheless, Uber does not require fingerprint background checks for its applicants,  
17 which would reveal a person's criminal history beyond the seven-year period.

18         271. Moreover, if a driver commits a crime and is convicted of it after Accurate ran its  
19 initial background check, Uber will not be notified.

20         272. Upon information and belief, beginning in 2015, Uber has started using Checkr,  
21 Inc. ("Checkr") to conduct background checks. Unfortunately, Checkr operates in substantially  
22 the same manner as Hirease and Accurate.

**D. Uber's Deficient Background Checks Exposed By Massachusetts, Maryland And Colorado Regulators**

273. The faulty and defective quality of Uber's screening of drivers' histories was recently exposed by the states of Massachusetts, Maryland and Colorado.

**1. Massachusetts Exposes More Than 8,000 Uber Drivers with Criminal Histories**

274. In January 2017, pursuant to an agreement between Uber, Lyft (a ridehailing service similar to Uber) and the State of Massachusetts, Uber and Lyft drivers were subjected to state-run background checks. Notably, this additional screening was intended for drivers that had passed Uber's background test already.

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

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

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

**2. Maryland Exposes Uber's Deficient Background Screening**

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

1           279. Maryland PSC's more stringent requirements included: an annual background  
 2 check for each driver; a requirement that a Transportation Network Company (any company that  
 3 provides a ridehailing service similar to Uber and Lyft) must provide written confirmation that  
 4 they have verified the identity of the driver; and extending the background check to the  
 5 applicant's entire adult life, going beyond the seven years that Uber's commercial background  
 6 checks currently review.

7  
 8           280. Figures released by Maryland PSC in April 2017 show that since implementing  
 9 the state's expanded background checks of 70,991 Uber applicants, **4,310 applications were**  
 10 **rejected**, for reasons that include criminal convictions. Upon information and belief, these  
 11 criminal convictions were not caught by Uber's "more comprehensive" background checks.

12  
 13           281. Shockingly, in October 2017, Maryland PSC reported that in the last six months,  
 14 nearly 15% of new ridehailing drivers in Maryland were cast out and banned from driving in  
 15 Maryland as a result of the state's own screening of drivers, even though these drivers had passed  
 16 the background checks of Uber and Lyft. Importantly, Maryland PSC reported that in 95% of the  
 17 cases where drivers were rejected, the individuals were drivers for Uber. Maryland PSC stated  
 18 that at least 460 drivers were banned because of "disqualifying criminal histories."

19  
 20                               3.       Colorado Penalizes Uber \$8.9 Million For Allowing Drivers with  
 21                               Criminal Backgrounds to Drive on the App

22           282. On November 20, 2017, the Colorado Public Utilities Commission ("Colorado  
 23 PUC") issued an \$8.9 million fine against Uber for allowing employees with serious criminal or  
 24 motor vehicle offenses to work for the company as drivers. The Colorado PUC said it found that  
 25 nearly 60 Uber drivers were allowed to work in Colorado despite having previous felony  
 26 convictions:  
 27  
 28

1 “We have determined that Uber had background check information  
2 that should have disqualified these drivers under the law, but they  
3 were allowed to drive anyway. These actions put the safety of  
4 passengers in extreme jeopardy.”

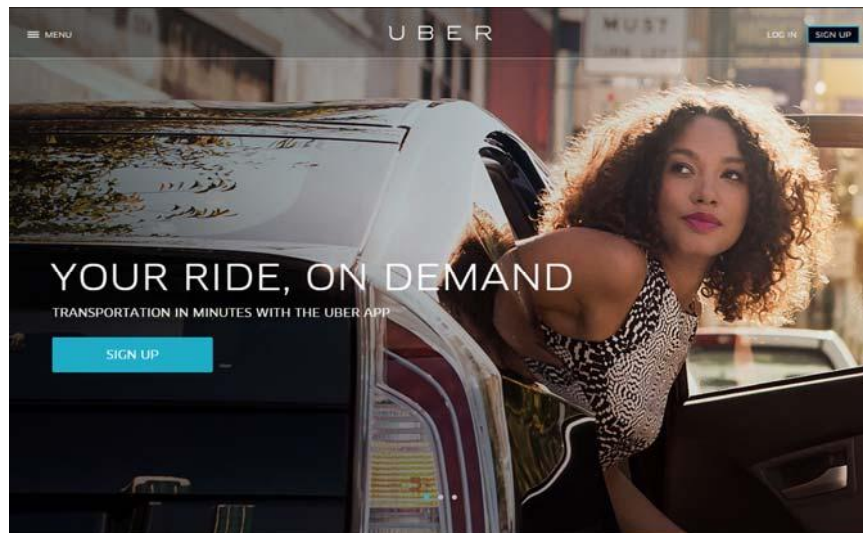
5 283. The Colorado PUC said it also found felony convictions that Uber failed to catch  
6 and “in other cases, we could not confirm criminal background checks were even conducted by  
7 Uber.”

8 **E. Uber Makes Material Misrepresentations To Passengers That It Provides The**  
9 **“Safest Rides On The Road”**

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

13 285. Indeed, in a complaint filed by the District Attorney of San Francisco and the  
14 District Attorney of Los Angeles, *The People of the State of California v. Uber Technologies,*  
15 *Inc.*, Case No. 14-cv-543120-CGC (Superior Court of the State of California, filed August 18,  
16 2015), it was alleged that Uber’s security screening is so deficient that, upon information and  
17 belief, individuals *passed* Uber’s screening process and were found driving for Uber with the  
18 following felony convictions: (1) second degree murder; (2) lewd and lascivious acts against a  
19 child under the age of 14; (3) sexual exploitation of children; (4) kidnapping for ransom with a  
20 firearm; (5) assault with a firearm; (6) grand theft; (7) robbery; (8) identity theft; (9) burglary;  
21 and (10) taking a vehicle without consent. In addition, a number of Uber drivers, upon  
22 information and belief, have previously been convicted of driving under the influence and  
23 driving with a suspended license and yet still passed Uber’s purportedly strict background  
24 checks.  
25  
26  
27  
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286. Rather than notify passengers of these failures, Uber fills its website with pictures of smiling young women entering and exiting vehicles, which are meant to appear “safe.”









287. In fact, Uber has misrepresented to consumers, on a global scale, on its website, the following:

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

(emphasis added).

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

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

290. However, because Uber disclaims day-to-day supervision of its drivers, it cannot be aware of how often drivers pick up passengers while the drivers *themselves* are intoxicated or

1 under the influence of other drugs. This is problematic for many obvious reasons, not least  
 2 because Uber drivers can transport a passenger to a destination, stop for a few drinks and/or  
 3 some illicit substances, and then turn the app back on and continue driving, putting the passenger  
 4 in unnecessary danger.

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

8 292. Although Uber attempts to distance itself from situations in which it would  
 9 potentially incur liability, a consumer would need to sift through pages of text and click through  
 10 multiple links in order to even find the following section in which Uber unbelievably tries to  
 11 disclaim responsibility for negligent and harmful conduct by its own drivers:  
 12

13  
 14 You understand, therefore, that by using the application and the  
 15 service, **you may be exposed to transportation that is**  
 16 **potentially dangerous, offensive, harmful to minors, unsafe or**  
 17 **otherwise objectionable**, and that you use the application and the  
 18 service at your own risk.

19 (emphasis added).

20 293. Jane Does were victims of “unsafe,” “dangerous” and “offensive” conduct by  
 21 their Uber drivers.

22 **F. The Number Of Reported Incidents Of Sexual And Other Assaults By Uber**  
 23 **Drivers, Largely Against Female Passengers, Reveals Systemic Deficiencies**  
 24 **Regarding Uber’s Safety Measures Concerning Drivers**

25 294. Sadly, the details about what happened to the individual Jane Doe plaintiffs are  
 26 not anomalies. Rather, a litany of incidents regarding sexual assaults, and physical assaults, by  
 27 Uber drivers on passengers, shows a pattern of similarly heinous, but avoidable attacks.  
 28



295. Upon information and belief, hundreds of sexual assaults by Uber drivers against Uber passengers, almost all women, have been reported in the media. Indeed, the website [www.whosdrivingyou.com](http://www.whosdrivingyou.com), an online database dedicated to promoting public awareness about the health and safety risks surrounding ridehailing services such as Uber, reports hundreds of alleged sexual assaults by ridehailing drivers.<sup>8</sup>

296. By way of example only, and to provide an overview, a few examples are set forth below:

- a. In October 2017, in San Antonio, Texas, an Uber driver was arrested for the alleged sexual assault of a female passenger. The Uber driver subsequently informed reporters as he was being taken into custody that “she was drunk.”<sup>9</sup>
- b. On or around September 4, 2017, Ismael D. Moussaoui, a Seattle-based Uber driver, was charged with second-degree rape for allegedly attacking a 23-year-old woman.<sup>10</sup>
- c. In August 2017, a Massachusetts Uber driver admitted to exposing himself to multiple young girls and was sentenced to two and a half years in jail. The driver was charged with six counts of open and gross lewdness, six counts of accosting and annoying a person of the opposite sex, operating a motor vehicle to endanger, failure to stop for police and resisting arrest. In addition to jail, the court ordered that Griffin was barred from employment with any ridehailing or taxi company.<sup>11</sup>
- d. Also in August 2017, in New York City, rather taking a female passenger to her home, an Uber driver allegedly took the woman to his own home apartment and sexually assaulted her.<sup>12</sup>

<sup>8</sup> <http://www.whosdrivingyou.org/rideshare-incidents#sexualassaults>.

<sup>9</sup> <https://www.mysanantonio.com/news/local/crime/article/Woman-seeks-more-than-1-million-from-Uber-and-12559733.php>.

<sup>10</sup> <http://www.kentreporter.com/news/uber-driver-faces-rape-charge-after-kent-attack-of-woman/>.

<sup>11</sup> <https://www.bostonglobe.com/metro/2017/08/15/former-uber-driver-sentenced-for-indecent-exposure-incidents/cEvVEbzWMYsOUm6tDvaPaK/story.html>.

<sup>12</sup> <https://www.dnainfo.com/new-york/20170821/flushing/uber-driver-sexually-assaults-woman-asleep>.

- e. In late June 2017, an Uber driver was charged with allegedly raping an unconscious female passenger at a motel in North Hollywood, with the Los Angeles Police Department indicating their belief that there could be other alleged victims from unreported incidents.<sup>13</sup>
- f. In March 2017, an Orange County, California Uber driver was charged with raping a female passenger in his vehicle while driving the woman home from a company gathering in Newport Beach, California.<sup>14</sup>
- g. In January 2017, a student at a university in Kansas City, Missouri was raped by her Uber driver. Not only had the Uber driver previously been convicted of a felony, attempted first-degree murder with intent to kill, but Uber had also received and responded to a “Serious Incident Report” the previous month from a woman in St. Louis, Missouri who reported that the Uber driver in question had assaulted her, warning the Company that “it is not safe to allow your riders to ride with him!!”<sup>15</sup>
- h. In the summer of 2016, a Drexel University student reported publicly that she was sexually assaulted by an Uber driver.<sup>16</sup>
- i. On or around August 22, 2015, Efren Madrigal, a newly minted Uber driver who had been on the road for only three days, was accused of raping a passenger in New Jersey.<sup>17</sup>
- j. In August 2015, when a female Uber passenger in Dallas alleged that her driver had raped her, it was discovered that her Uber driver had been convicted of a number of felonies, yet was still approved to drive for Uber. Uber later issued details regarding the investigation it undertook of the driver and admitted to improperly permitting him to drive.<sup>18</sup>

<sup>13</sup> <https://www.nbclosangeles.com/news/local/Uber-Driver-Charged-With-Raping-Unconscious-Passenger-431185903.html>.

<sup>14</sup> <http://www.latimes.com/local/lanow/la-me-ln-uber-oc-charged-20170426-story.html>.

<sup>15</sup> See *Doe v. Uber Technologies, Inc.*, Case No. 1716-CV12741 (filed in the Circuit Court of Jackson County, Missouri, at Kansas City, June 27, 2017).

<sup>16</sup> [http://www.philly.com/philly/news/20160727\\_Uber\\_driver\\_charged\\_in\\_rape\\_gets\\_up\\_to\\_15\\_years\\_in\\_jail.html](http://www.philly.com/philly/news/20160727_Uber_driver_charged_in_rape_gets_up_to_15_years_in_jail.html)

<sup>17</sup> <http://www.nydailynews.com/news/national/uber-driver-25-accused-raping-woman-nj-apartment-article-1.2340882>

<sup>18</sup> <http://dfw.cbslocal.com/2015/08/01/uber-driver-arrested-for-alleged-sexual-assault-in-dallas/>.

- 1 k. On April 30, 2015, a female Uber passenger in New York  
2 City alleged that she was sexually assaulted and groped by  
3 her Uber driver.<sup>19</sup>
- 4 l. In late April 2015, a University of Southern California  
5 (“USC”) student accused an Uber driver of raping her  
6 while she was unconscious, unaware, and unable to consent  
7 to any sexual acts. Ironically, in March 2015, USC had  
8 issued a crime alert about an alleged sexual assault and  
9 recommended that students use Uber to stay safe. That  
10 language was excluded from the campus alert sent out after  
11 the April 2015 incident.<sup>20</sup>
- 12 m. Also in late April 2015, two women were allegedly  
13 assaulted in Madison, Wisconsin by their Uber driver(s).<sup>21</sup>
- 14 n. On February 6, 2015, in Philadelphia, Pennsylvania, a  
15 female passenger alleges that she was raped and kidnapped  
16 by her Uber driver. According to a police report, the Uber  
17 driver held her down, ripped her pants, raped her, and then  
18 held her captive, continuing to drive her around for nearly  
19 two hours, refusing to let her out of the car. Uber claims  
20 that it was unaware of any such incident until forty days  
21 after the victim first reported the alleged sexual assault.  
22 Indeed, the Uber driver remained on the road, continuing to  
23 drive for Uber, for the duration of that time.<sup>22</sup>
- 24 o. In December 2014, an Uber driver in Los Angeles allegedly  
25 attempted to grab and kiss a female passenger, who  
26 happened to be South African singer/songwriter Nikki  
27 Williams, on her driveway.<sup>23</sup>
- 28 p. On December 6, 2014, in Boston, Massachusetts, an Uber  
driver allegedly pulled up to a residence and picked up a  
young woman waiting for the pre-arranged driver.<sup>24</sup>
- q. In September 2014, an Uber driver in Orlando, Florida was  
arrested after a female passenger accused him of grabbing  
her breast and fondling it in an aggressive manner.<sup>25</sup>

<sup>19</sup> <http://newyork.cbslocal.com/2015/04/30/uber-driver-assault-allegation/>.

<sup>20</sup> <http://www.laweekly.com/news/usc-student-says-she-was-raped-by-an-uber-driver-5530844>.

<sup>21</sup> [http://host.madison.com/wsj/news/local/crime\\_and\\_courts/second-uber-driver-accused-of-inappropriate-contact-with-female-passenger/article\\_d5dd2615-38b5-5ed7-879a-5108bf3ba60f.html](http://host.madison.com/wsj/news/local/crime_and_courts/second-uber-driver-accused-of-inappropriate-contact-with-female-passenger/article_d5dd2615-38b5-5ed7-879a-5108bf3ba60f.html).

<sup>22</sup> <https://www.phillymag.com/news/2016/03/29/uber-rape-lawsuit-philadelphia/>.

<sup>23</sup> <http://www.dailymail.co.uk/news/article-2882282/Pop-star-Nikki-Williams-accuses-Uber-driver-sexual-harassment.html>.

<sup>24</sup> <http://www.wbur.org/news/2014/12/24/uber-driver-held-without-bail>.

1           r.       On August 14, 2014, an Uber driver in Washington, D.C.  
2               was accused of sexually assaulting a passenger in the back  
3               of his Uber car.<sup>26</sup>

4           s.       In December 2012, in Washington D.C., an Uber driver  
5               allegedly grabbed a 20-year-old female passenger from  
6               behind as she exited the car, knocked her to the ground  
7               causing her head to hit the concrete, and then raped her.<sup>27</sup>

8           297.   Following such instances of heinous sexual assault, Uber routinely offers its  
9               scripted but hollow public statement, “**Nobody should have to go through what this woman**  
10              **reported to police.**” Incredulously, Uber has issued this same statement countless times over  
11              the last seven years, yet reports of violence against female passengers are increasing at a  
12              shocking pace.

13           298.   Indeed, since the commencement of this action on November 13, 2017, there have  
14              been a number of reports of sexual assaults by Uber drivers. By way of example only:

15           a.       On or about November 19, 2017, a man posing as an Uber  
16               driver sexually assaulted a woman on the campus of  
17               American University in Washington, D.C.<sup>28</sup>

18           b.       On or about November 25, 2017, an Uber driver stopped  
19               his car during a trip and proceeded to hold down and rape a  
20               young woman in Manassas, Virginia.<sup>29</sup>

21           c.       On or about December 11, 2017, an Uber driver was  
22               charged with raping a 16-year-old girl in Atlanta,  
23               Georgia.<sup>30</sup>

24           <sup>25</sup> <https://www.washingtonpost.com/news/post-nation/wp/2014/09/25/uber-driver-arrested-for-groping-a-woman-because-she-was-asking-for-that>.

25           <sup>26</sup> <https://www.washingtoncitypaper.com/news/city-desk/blog/13068874/uber-driver-charged-with-sexually-assaulting-passenger-in-d-c>.

26           <sup>27</sup> [http://dcist.com/2012/12/uber\\_customer\\_accuses\\_driver\\_of\\_rap.php](http://dcist.com/2012/12/uber_customer_accuses_driver_of_rap.php).

27           <sup>28</sup> [https://www.washingtonpost.com/local/public-safety/uber-driver-sexually-assaulted-woman-at-american-university-police-say/2017/11/20/c47f6882-cdf1-11e7-81bc-c55a220c8cbe\\_story.html](https://www.washingtonpost.com/local/public-safety/uber-driver-sexually-assaulted-woman-at-american-university-police-say/2017/11/20/c47f6882-cdf1-11e7-81bc-c55a220c8cbe_story.html).

28           <sup>29</sup> <https://www.nbcwashington.com/news/local/Va-Man-Charged-with-Sexual-Assault-and-Abduction--460568523.html>.

<sup>30</sup> <http://www.11alive.com/article/news/crime/uber-driver-charged-in-horriying-beyond-words-rape-of-16-year-old-girl/85-499477414>.

- d. An Uber driver was charged with sexually assaulting a woman in the back seat of his vehicle on December 27, 2017 in Virginia.<sup>31</sup>
- e. Throughout December 2017 and January 2018, an Uber driver allegedly “hunted” intoxicated women using the Uber app, raping, assaulting and robbing at least four young, female passengers in San Luis Obispo, California.<sup>32</sup>
- f. In early February 2018, at Virginia Commonwealth University in Richmond, Virginia, a woman reported that she was sexually assaulted by an Uber driver on the school’s campus.<sup>33</sup>

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

300. Such tragic incidents, while avoidable, are no surprise given Uber’s hollow commitment to consumer safety.

#### **G. Uber Targets Intoxicated Passengers**

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

302. Uber further claimed that “Uber and MADD are working toward a world where a safe ride is always within reach and where drunk-driving is a thing of the past.”

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<sup>31</sup> [https://www.washingtonpost.com/local/public-safety/uber-driver-arrested-for-sexual-assault-in-virginia-police-say/2018/01/04/dfbdd7ba-f19f-11e7-8a8c-dbf716bd4a6\\_story.html](https://www.washingtonpost.com/local/public-safety/uber-driver-arrested-for-sexual-assault-in-virginia-police-say/2018/01/04/dfbdd7ba-f19f-11e7-8a8c-dbf716bd4a6_story.html).

<sup>32</sup> <https://www.mercurynews.com/2018/01/22/uber-driver-allegedly-hunted-intoxicated-women-sexually-assaulted-four-students/>.

<sup>33</sup> [http://www.richmond.com/news/local/central-virginia/woman-reports-uber-driver-sexually-assaulted-her-on-vcu-campus/article\\_523154be-1175-5d13-b5c7-0db0e0553a4d.html](http://www.richmond.com/news/local/central-virginia/woman-reports-uber-driver-sexually-assaulted-her-on-vcu-campus/article_523154be-1175-5d13-b5c7-0db0e0553a4d.html).

1           303. 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           304. 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           305. Uber's ads include the following:

- 8           •       **"You drink. We drive."**  
9  
10          •       **"Because nobody wants to be the designated driver."**

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

15          307. Although Uber advertises that it is committed to providing consumers with the  
16 "safest ride on the road," the reality is that at the hands of an Uber driver, Plaintiffs and similarly  
17 situated members of the Class were subjected to traumatic and harrowing sexual violence that no  
18 person should be forced to endure.

19           **H.     Uber Misleads Consumers About Insurance Coverage**

20          308. Uber knowingly has and continues to mislead consumers, including Plaintiffs and  
21 Class members, about insurance coverage relating to rides facilitated through the app.

22          309. The consequence is significant. Because Uber refuses to commercially insure  
23 drivers, and Uber's drivers are not commercially licensed nor insured, a substantial deficit of  
24 appropriate coverage exists. In contrast, regulated taxi and limousine companies are forced to  
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1 comply with commercial insurance minimums imposed by local and state legislation that exists  
2 to protect individual consumers.

3 310. Uber's refusal to insure drivers is a cost-saving measure, but it is also a reflection  
4 of the Company's intentional decision to distance itself from potential liability, given its intimate  
5 knowledge of the risks and potential dangers associated with allowing non-professional drivers  
6 access to transport individual consumers without any oversight.  
7

8 311. Based on the allegations herein and the known risks and harm to female  
9 passengers at the hands of their Uber drivers, the Company's failure to provide adequate  
10 insurance coverage is abhorrent.

11 312. Uber deceives consumers by failing to disclose its policies regarding insurance  
12 coverage of its drivers. As a result, consumers are misled into believing that the types of  
13 insurance policies that underwrite most for-hire transportation providers, including taxis and  
14 black car companies, also protect them when they use the Uber app.  
15

16 313. Consumers are deceived by Uber about coverage for the different stages of a ride,  
17 specifically, before, during and after the ride, as well as whether coverage exists by way of the  
18 driver's own personal, non-commercial insurance policy, or supplemental excess coverage  
19 offered by Uber only for certain stages of a ride.  
20

21 314. For example, over the last several years, as part of the "Safety" page, Uber has  
22 posted different messages to consumers about insurance coverage, primarily drawing attention to  
23 the fact that during a ride on the app, Uber provides drivers a "one million dollar liability  
24 policy."  
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1           315. This claim is misleading and false in a number of ways, however, based on Uber's  
 2 classification of drivers as independent contractors, Uber's classification of periods before,  
 3 during and after a "ride," and how Uber's insurance coverage interacts with a driver's insurance.

4           316. In the Uber ridehailing context, there are three distinct periods for purposes of  
 5 insurance coverage.

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

21           317. Indeed, many Uber drivers were surprised to learn that their personal insurers  
 22 disclaimed coverage once the insurer found out that the driver was providing transportation for  
 23 Uber.

24           318. It is an industry standard for most personal insurance policies to disclaim  
 25 coverage when a driver is "working." If an Uber driver disclosed to his insurer that he was  
 26 driving for Uber as a means of earning income, almost all insurers would require that driver to  
 27 purchase commercial coverage – regardless of the driver's status as a non-commercially licensed  
 28 driver.



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

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

6           321. Upon information and belief, this insurance is available to Uber drivers in  
7 Pennsylvania only.

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

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

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

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

21           326. As such, passengers blindly request transportation using the app without knowing  
22 whether their driver is adequately insured.  
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1           327. 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           328. 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           329. 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           330. By way of example only, such states include Kentucky, “What You Need to Know  
17 About Ridesharing Programs;”<sup>34</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,  
24  
25  
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27

28 <sup>34</sup> See <http://insurance.ky.gov/Documents/caridesharing071117.pdf>.

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 **I. Uber Drivers Are Uber Employees**

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

6 332. Drivers are not charged a fee by Uber to apply to become employees.

7 333. Drivers are not charged a fee to download the app to receive notifications of rides  
8 mediated by Uber.

9 334. Furthermore, fare prices for rides are set exclusively by Uber executives. Drivers  
10 have no input on fares charged to consumers. Drivers are not permitted to negotiate with  
11 consumers on fares charged.

12 335. However, Uber can and does directly modify charges to consumers if Uber  
13 determines that a driver has taken a circuitous route to a destination.

14 336. Uber takes a fee ranging between twenty percent (20%) and thirty percent (30%)  
15 of every ride charged to a consumer.

16 337. Uber controls its drivers’ contacts with its consumer base, and considers its  
17 consumer list to be proprietary information. To that end, drivers are not permitted to answer  
18 passenger inquiries about booking future rides outside of the Uber app.

19 338. Uber requires its drivers to accept all ride requests when the drivers are logged  
20 into the app. Drivers who reject too many ride requests risk facing discipline, including  
21 suspension or termination.

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

1           340. Despite the above facts, as a matter of policy, Uber claims that drivers are not at-  
2 will employees, but rather independent contractors. The value of classifying workers as  
3 independent contractors is an integral part of the ridehailing company's business model, and has  
4 saved Uber millions of dollars.

5           **J. Uber's Perpetration Of Fraud And Misleading Advertising**

6           341. This lawsuit seeks to compensate Jane Does for the rapes, sexual assaults, sexual  
7 battery, kidnapping, and other gender-motivated violence that they suffered due to Uber's  
8 inadequate and disingenuous "commitment to safety." Importantly, Plaintiffs also seek  
9 injunctive and declaratory relief on behalf of a Class of passengers that have suffered harm  
10 because of Uber's safety failures and misleading and false representations about the safety  
11 guaranteed to passengers when taking rides ordered on the app.

12           342. Uber, in line with its slogan of "Expanding Globally," aggressively and  
13 intentionally disregarded years of policy and regulation controlling taxi and transportation  
14 infrastructures around the country.

15           343. Had Uber not sacrificed passenger safety for the sake of profit and expansion, and  
16 actually cared about whom it was employing to drive its vehicles, rather than being preoccupied  
17 with racing to control its share of the taxi market, at the expense of existing taxi companies and  
18 consumers, Plaintiffs herein and proposed Class members would not have been harmed.

19           344. Uber has, and continues to, knowingly mislead the public about the safety and  
20 security measures it employs to ensure even basic levels of consumer safety.

21           345. Passengers, including Plaintiffs, reasonably relied on Uber's representations and  
22 promises about its safety and security measures, including its driver screening, background check  
23 procedures, ongoing monitoring of driver conduct while driving for Uber, and insurance  
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1 coverage in place for rides on the app. Uber's passengers, including Plaintiffs, utilized Uber's  
2 taxi services as a result of this reliance.

3 346. Had Uber knowingly provided truthful and accurate data about its procedures as  
4 compared to the stringent methods used by licensed taxi and for-hire car companies throughout  
5 the U.S., including its comparatively deficient driver screening and background check  
6 procedures, monitoring of driver conduct while driving for Uber and insurance coverage in place  
7 for rides on the app, reasonable consumers, including passengers, Plaintiffs and Class members,  
8 would not have downloaded the Uber app or purchased rides on the app for transport.  
9

10 347. Uber engaged in these misleading and false advertisements and representations at  
11 all times during the Class period, including by making such representations on multiple media  
12 platforms, including its website, paid internet ads, magazines, newspapers, billboards and the  
13 sides of buses.  
14

15 348. Uber engaged in its intentional misrepresentations for the express purpose of  
16 protecting its brand, its reputation and to increase profits by increasing the number of rides and  
17 rides requested as a result of consumers reliance on the false information.  
18

19 349. For instance, after visiting Uber's website before signing up for the Uber app,  
20 Plaintiffs were aware of Uber's multiple promises to consumers that consumer safety was a  
21 priority. Among those statements, *inter alia*, were the following:

- 22 • "Wherever you are around the world, Uber is committed to  
23 connecting you to the safest ride on the road. That means  
24 setting the strictest safety standards possible, then working  
25 hard to improve them every day. The specifics vary  
26 depending on what local governments allow, but within  
27 each city we operate, we aim to go above and beyond local  
28 requirements to ensure your comfort and security - what  
we're doing in the US is an example of our standards  
around the world."

- “From the moment you request a ride to the moment you arrive, the Uber experience has been designed from the ground up with your safety in mind.”
- “Making cities better is at the heart of everything we do. It’s much more than improving the way people get around. It’s celebrating what makes those cities special, caring about the people who make them great, and being responsible citizens. That’s why we work hard to keep our streets safe for everyone, whether they’re on foot, on a bike, or in another car.”

350. In deciding to download the Uber app, Class members, including Plaintiffs, relied on advertisements that recommended taking Uber over driving while intoxicated.

351. Class members, including Plaintiffs, relied on these representations and rode in vehicles driven by Uber drivers as a result. Uber knew that its representations and promises about passenger safety were false and misleading, yet continued to allow its passengers to believe in the truth of its representations and promises, and to profit from its passengers’ reliance on such representations and promises.

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

353. For instance, according to media accounts, in Colorado, Uber persuaded lawmakers to ease drivers’ background checks in a bill legalizing ridehailing companies, including abolishing FBI background checks and fingerprint checks.

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

1           355. In California, Uber is alleged to have helped defeat a law that would have  
2 required drivers to undergo a background check by the state's Justice Department, as is required  
3 of taxi drivers.

4           356. In addition, Uber has been repeatedly sued for its deceptive practices regarding  
5 background checks. For instance, as referenced above, the district attorneys of San Francisco  
6 and Los Angeles filed suit against Uber alleging that the Company had misled consumers about  
7 its background checks by misrepresenting the extent to which Uber screens its potential drivers.  
8

9           357. The foregoing negligent and fraudulent behavior on the part of Uber demonstrates  
10 that the Company must take immediate action to improve the safety of its consumers, which has  
11 sadly played a narrow role thus far in Uber's quest to "expand" globally and reap profits.  
12

13           **K. Time's Up For Forced Arbitration On Survivors Of Sexual Violence**

14           358. Uber is frantic to deny Jane Does and thousands of female victims their right to  
15 access our judicial system, as demonstrated by Uber's recent shameful attempt to force this  
16 action into arbitration immediately.

17           359. Forcing women into private arbitration prevents survivors of sexual harassment,  
18 sexual assault, battery, gender-motivated violence and rape from getting the justice they deserve.  
19 Forced arbitration prevents sexual violence survivors, like Jane Does, from discussing their cases  
20 publically, presenting their claims to a jury of their peers and, consequently, exposing evidence  
21 that Uber desperately wants to keep secret.<sup>35</sup>  
22  
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26 <sup>35</sup> Recognizing this truth, a bipartisan group of Members of Congress introduced legislation to prevent forced  
27 arbitration of sexual harassment claims. See S.2203, *Ending Forced Arbitration of Sexual Harassment Act of 2017*,  
28 a bill to amend Title 9 of the United States Code. On this issue, former Fox News anchor Gretchen Carlson stated,  
"Forced arbitration is a harasser's best friend ... It keeps harassment complaints and settlements secret. It allows  
harassers to stay in their jobs, even as victims are pushed out or fired. *It silences other victims who may have stepped  
forward if they had known.*"



1           360. By forcing victims into forced arbitration, Uber wants to prevent other female  
 2 passengers who will be subject to the cruelty of rape, sexual assault and battery, from finding  
 3 about what happened to Jane Does. Failing to tell female passengers about the seriousness of the  
 4 problem benefits only Uber's bottom line.

5           361. Because forced arbitration protects serial predators, such as the drivers involved  
 6 in the claims in this action, it protects Uber.

7           362. Uber's self-serving quest to mute the horrific stories of what happened to Jane  
 8 Does must be halted.

9           363. Fortunately, as detailed below, Jane Does are not subject to the grossly  
 10 unconscionable and unfair terms in the app that disproportionately favor Uber and harm  
 11 passengers, including the term relating to forced arbitration.

12           364. Pursuant to California Supreme Court decisions, Uber cannot cause consumers to  
 13 waive a statutory right to seek public injunctive relief in any forum. Such a provision is contrary  
 14 to California public policy and unenforceable under California law.

15           365. Further, many consumers are passengers in rides ordered by other persons, such  
 16 as friends, co-workers, significant others, or spouses. As such, those consumers do not agree to  
 17 any terms and conditions as to Uber when they take those rides.

18                               1.       Uber Believes That Female Passengers Think Rape During An  
 19   Uber Ride Is A Foreseeable, Likely Event

20           366. In gutless fashion, Uber responded to this lawsuit by attempting to force Jane  
 21 Does 1 and 2 and all other similarly harmed women passengers to cede their right to access the  
 22 public court system and force them into the soundless halls of arbitration.<sup>36</sup>

23  
 24  
 25  
 26  
 27  
 28           <sup>36</sup> After this action was filed, Uber filed a motion claiming that Jane Does 1 and 2, and by extension, potential  
 Class members, are obligated contractually to litigate their claims in private arbitration. See Dkt. No. 34.



1           367. Uber can hide for years in arbitration, allowing the horror stories of violent gender  
2 aggression to be silenced while the harm increases.

3           368. The danger of allowing Uber to hide from accountability for the illegal or  
4 dangerous activity of its drivers is obvious.

5           369. It is tragic for Uber to suggest that female passengers knowingly and intentionally  
6 agreed to arbitrate their claims arising from potential felonies or misdemeanors for crimes of  
7 rape, sexual assault, sexual battery, kidnapping or other statutory sexual crimes.

8           370. Uber's cowardly argument is that women across this country understand and  
9 "accept" that use of the app would reasonably lead to their harm for the felony crime of rape.  
10

11           371. Such an expectation reveals the depth of Uber's depravity toward women  
12 everywhere.  
13

14           372. Plaintiffs and members of the proposed Class never agreed to such a provision  
15 because they did not contractually agree to condone criminal activity as part of their use of app,  
16 including harm flowing from that activity.

17           373. As the corporate entity in a position of power and the controller of all aspects of  
18 Uber's structure and enterprise, it is reasonable to believe that Uber knew the risk of rape and  
19 sexual assaults that female passengers faced.  
20

21           374. To suggest that thousands of female passengers appreciated and accepted this risk  
22 is unforgiveable.

23           375. Forcing Jane Does and countless other women out of court would not only help  
24 shield serial predators from state criminal charges, but also could shield Uber from its complicity  
25 and facilitation of such criminal and illegal conduct.  
26  
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1           376. Not all victims of criminal sexual assaults report such incidents to the police. Not  
 2 all police reports of criminal sexual assault make their way to districts attorneys, and the ultimate  
 3 decisions whether or not to prosecute various sexual crimes do not reflect on whether the victim  
 4 was in fact harmed by a perpetrator.

5           377. Outside of public scrutiny, Uber can conceal documents about the claims in this  
 6 action, such as records Uber maintains or fails to maintain of reports of sexual abuse by drivers  
 7 from passengers, the investigations Uber has taken or failed to take in connection with these  
 8 reports, discipline imposed or not imposed on drivers for their sexual assaults or gender-  
 9 motivated violent conduct, documents showing whether or not Uber reports or fails to report  
 10 such individuals to authorities, and what action Uber has or has not taken to prevent these  
 11 horrific incidents from continuing to occur.

12  
 13  
 14                       2. Pursuant to Basic Contract Principles, Users of the Uber App Do  
 15                       Not Assent to Arbitrate Crimes of Rape, Sexual Assault, Sexual  
 16                       Battery or Gender-Motivated Violence

17           378. Under basic principles of contract interpretation, Plaintiffs and potential Class  
 18 members never agreed or intended to agree to arbitrate any claims with Uber, much less agreed  
 19 to arbitrate claims about harm inflicted as a result of the crimes of rape, sexual assault, sexual  
 20 battery, kidnapping, or other gender-motivated violence crimes.

21           379. Arbitration “is a matter of contract” that is enforceable only if the parties entered  
 22 into a valid agreement to arbitrate and if the dispute at issue comes within the scope of the  
 23 arbitration agreement.

24           380. Uber is a massive global entity that offers its app to the public for free, but on a  
 25 “take it or leave it” basis.  
 26  
 27  
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1           381. Its nature as a contract of adhesion is undeniable given that consumers cannot  
2 negotiate terms of the app, suggest revisions to the terms, refuse to some terms but not others or  
3 even request clarification.

4           382. Uber is the sole drafter of the terms of use for the app, and retains at all times the  
5 unilateral right to alter terms of the app. There is simply no way that a consumer could negotiate  
6 or bargain for terms and conditions.

7           383. Uber is the only party in possession of the information to make it aware of the  
8 substantial risk female passengers face from rape, sexual assault, sexual battery or other gender-  
9 motivated harms. Uber is the only party with knowledge of the number of reported sexual  
10 assault incidents and the frequency with which such incidents occur.

11           384. Plaintiffs and potential Class members could never have understood or reasonably  
12 anticipated that the terms of the app included harm from the criminal activities and violent  
13 conduct at the heart of this action.

14                               3.       Thousands Of Passengers Are Transported By Uber Without The  
15                               Use Of Their Own App – These Passengers Have No Agreement  
16                               With Uber

17           385. Uber knows that thousands of passengers in Uber vehicles have not ordered the  
18 ride using their own app. Multiple passengers are transported by Uber drivers from a ride placed  
19 on one individual's app. For example, four friends can be transported from one place to another  
20 with the use of just one friend's app. Whether the other three friends have an Uber account is of  
21 no issue because their account was not used to order the ride. Uber could never force the three  
22 friends into arbitration for any harm suffered during that ride.

23           386. Similarly, individuals order rides for friends using their Uber accounts and never  
24 take the ride with them. As alleged in the facts in the complaint, *Doe v. Uber Technologies Inc.*,  
25  
26  
27  
28

1 No. 3:15-cv-00424 (SI) (complaint filed N.D. Cal., January 29, 2015), the victim's friend  
2 ordered her a ride home after dinner using the friend's app. During the ride, Jane Doe was  
3 viciously raped and sexually assaulted. Because Jane Doe had no agreement with Uber for that  
4 ride, Uber could not force her to litigate her claims in a preferred forum.

5 387. In *Doe 1, et al., v. Uber Technologies Inc.*, No. 3:15-cv-04670 (SI) (complaint  
6 filed N.D. Cal., October 8, 2015), Jane Doe 2's factual allegations involved an Uber driver that  
7 transported her and a group of friends using a male friend's app, not Jane Doe 2's app. Jane Doe  
8 2's claims alleging sexual assault, battery and rape were not subject to arbitration because she did  
9 not use her app to order the ride. Further, as alleged in the complaint, the Uber driver's violent  
10 conduct occurred later that evening during a subsequent ride which no one ordered on the app.  
11 For this additional reason, Uber could not have subjected Jane Doe 2's claims to arbitration.  
12

13 388. Similarly, countless female passengers that qualify as potential Class members in  
14 this action will be individuals subjected to harm from gender-motivated sexual violence by  
15 drivers that is independent of their use of the app, or whether or not they have an Uber account.  
16 By way of example only, in this action, Ms. Doe 6's allegations involve harm she suffered from  
17 an Uber ride that she did not order.  
18

19 389. Uber cannot force its contract of adhesion on female passengers that never agreed  
20 to any terms with Uber, much less that they knowingly and intentionally agreed to arbitrate any  
21 claims arising from potential felonies or misdemeanors for crimes of rape, sexual assault, sexual  
22 battery, kidnapping or other statutory sexual crimes.  
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1           **L. Terms And Conditions Of The Uber App**

2                           1.       Consumers, Including Plaintiffs, Were Not Required to or Asked to  
3                                       Read the Terms and Conditions of the App

4           390.   Speedy and immediate access to Uber and to rides for transport is a critical feature  
5 of Uber’s brand. Uber wants drivers to sign up quickly and easily. The faster new drivers are on  
6 the road, the faster Uber earns more revenue.

7           391.   Similarly, Uber’s business model is based on consumers being able to quickly  
8 create accounts with Uber to start using the app within minutes.

9           392.   As part of Uber’s marketing towards new consumers, it claims on its site that  
10 when you sign up for an Uber account, you will receive “**Safe, reliable rides in minutes**.”<sup>37</sup>

11           393.   From its top leaders, Uber made a knowing and conscious decision not to require  
12 consumers to affirm that they reviewed the app’s terms and conditions of use or its privacy  
13 policy. After all, forcing consumers to actually scroll through pages and pages of small print  
14 legalese before entering their credit card information might dissuade some consumers from going  
15 through the process. Further, there is nothing speedy about reading a lengthy legal document and  
16 having to look up unfamiliar legal terms or references. A new account could never be created  
17 and a ride ordered in “minutes” if this were required.

18           394.   On purpose, Uber designed the app and sign up process so that the only real work  
19 a consumer needs to do is enter their credit card information and click “**Done**.”

20           395.   Uber cannot have it both ways. Uber wants to bully consumers and Plaintiffs to  
21 litigate their claims against the Company in arbitration when it knowingly permitted – in fact,  
22 wanted – consumers to be able to sign up for the app as fast as possible, and therefore required  
23 no assent or acknowledgement of terms of use to agree to Uber’s contract of adhesion.  
24  
25  
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27

28           <sup>37</sup>       See [www.get.uber.com](http://www.get.uber.com) (last accessed March 13, 2018).

1           396. Under well-settled principles, Uber cannot bind consumers to its own terms of use  
2 absent some affirmation from an individual user that she agreed to the provisions therein.

3           397. For purposes of this action, however, Uber’s attempt to coerce arbitration fails for  
4 several additional reasons. First, when Plaintiffs downloaded the app,<sup>38</sup> they never clicked on the  
5 hyperlink and never actually read the “Terms and Conditions and Privacy Policy” before or after  
6 they entered their credit card information and clicked the “Done” button to complete the app sign  
7 up.  
8

9           398. Ms. Does 1-5, 7-9 never read the hyperlink, much less the content about  
10 arbitration or language that the user is deemed to have accepted regarding the terms of use by  
11 visiting the website. Because Ms. Does 1-5, 7-9 were not required during their app account set  
12 up to assent that they had read the hyperlink or acknowledge that they had notice of the terms,  
13 Uber cannot enforce terms and conditions that Plaintiffs never agreed to.  
14

15           399. As set forth *supra*, Plaintiffs and Class members never agreed that use of the app  
16 or riding in an Uber vehicle would reasonably and foreseeably subject them to rape, sexual  
17 assault, sexual battery, kidnapping or other gender-motivated violence. Uber is barred from  
18 claiming that thousands of women agreed to this condition much less that they agreed to  
19 confidential arbitration for harm flowing from these criminal acts.  
20

21                               2.       Uber Designed its App so Consumers Could Quickly Scroll  
22                               Through and Enter Their Credit Card Information in Minutes

23           400. When individuals create an account to use the app, Uber’s terms of use are  
24 available via a hyperlink. Significantly, it is an optional link that individuals can bypass  
25 completely in order to set up an Uber account. To be clear, in order to set up an account,  
26  
27

28           <sup>38</sup> For Ms. Doe 6, who was not using the app when the harm occurred, such facts are not relevant.

1 consumers are not required to open the link, read even one word of the content or affirm that they  
2 have in fact read it, or acknowledged access to read it.

3 401. Uber designed the app to allow consumers the ability to ignore any terms of use in  
4 order to open an account as fast as possible.

5 402. Once prospective consumers open the Uber app on their phones, they are  
6 prompted to enter information into a few screens.

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

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

16 405. On the final screen, prospective consumers are prompted to enter a credit card  
17 number. The helper text on this screen states: “By creating an Uber account, you agree to the  
18 Terms & Conditions and Privacy Policy.”  
19

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

23 407. There is no information about the “Terms & Conditions and Privacy Policy” on  
24 the prospective consumer’s screen, and no prompt is provided to suggest that she should open  
25 any link.  
26  
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1           408. 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           409. The helper text on each of the three screens is in an identical location – towards  
4 the bottom of the screen.

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

7           411. 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           412. Instead, the button at the top of the screen merely says “Done” and only indicates  
10 advancing through the process for each screen.

11  
12                               3.     Jane Does Did Not Agree to the Terms and Conditions of the  
13                                       Uber App

14           413. At no point did Jane Does assent or agree to the Terms and Conditions to the app.

15           414. For purposes of Jane Does’ account sign up, and for all similarly situated  
16 consumers, there is no statement that clicking “Done” signifies assent to the purported contract  
17 implied in the Terms and Conditions.

18           415. Once Jane Does advanced through the third screen, where they entered their credit  
19 card number, they effectively created an account with Uber and the application is complete.

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

23           417. At no point prior to their harm, were Jane Does required to open a link to the  
24 Terms and Conditions.

25           418. At no point were Jane Does required to view the Terms and Conditions.



1           419. At no point were Jane Does required to check a box that says “I Agree” to the  
2 Terms and Conditions.

3           420. At no point were Jane Does required to indicate that they have assented to the  
4 Terms and Conditions.

5           421. At no point were Jane Does required to affirm that they had even read one word  
6 of the Terms and Conditions, much less required to scroll through the entire text.  
7

8           422. The full text of the Terms and Conditions are never provided to new account  
9 creators during the process of signing up for an account.

10          423. The Terms and Conditions were never emailed or mailed to Jane Does upon  
11 account creation or otherwise.

12          424. The only way for Jane Does to have accessed the Terms and Conditions would  
13 have been to click an optional link that is displayed on the screen on which the credit card  
14 number is entered. Upon information and belief, the pop up for the credit card information  
15 obscures the optional link on this screen anyway, thereby essentially vitiating it from the process.  
16

17          425. Even if Jane Does or other similarly situated new account creators wished to read  
18 the Terms and Conditions after their Uber account set up was complete, Uber intentionally  
19 designed the process to be onerous and encumbered, therefore dissuading consumers from  
20 attempting to read the terms of the adhesive agreement. Had Jane Does embarked on this  
21 unrequired process, they first had to click on a menu button, then scroll and sift through multiple  
22 pages and links in order to even locate a link called “Legal” that is under the menu sidebar.  
23

24          426. Once in the “Legal” section, depending on the month and year, Jane Does could  
25 have accessed some version of Uber’s Terms and Conditions.  
26  
27  
28

1           427. Regardless, when Jane Does or other similarly situated account creator actually  
2 made it to the “Legal” link, when they click it, the default set of Terms and Conditions that  
3 populates is for Australia – not the United States.

4           428. To access Terms and Conditions that would purportedly bind individuals in  
5 countries other than Australia, Jane Does would have had to scroll through a drop-down menu  
6 to find and select the United States.

7           429. The default Terms and Conditions consist of 4,604 words and 68 paragraphs of  
8 legalese.

9           430. The font in which the Terms and Conditions is printed is microscopic.

10           431. Notably, at all relevant times, Uber’s own site fails to include an accessible, direct  
11 link to the Terms and Conditions on its homepage.

12           432. Again, making the process as convoluted as possible, in order to find the Terms  
13 and Conditions on Uber’s website, one must first click on a sidebar labeled “Menu.” The Terms  
14 and Conditions are not available through links such as “About Us,” “Safety” or “Help Center.”

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

17           434. In order to find the Terms and Conditions, a consumer must sift through multiple  
18 pages and links in order to find the “Legal” link under the “Menu” sidebar.

19           435. The Terms and Conditions to which a prospective consumer in the United States  
20 would be bound in 2018 has an arbitration provision that, upon a recent revision of the Terms  
21 and Conditions, is now highlighted in the first section, but has previously been buried as far  
22 down as numbered item 6 – “Dispute Resolution.” Upon information and belief, Uber moved  
23 the provision forward in the text only within the last 12 months.

1           436. 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                           4.       Because Consumers Never Assented to the Terms and Conditions  
5                                       of the Uber App, They are Not Binding

6           437. Based on the foregoing, Jane Does failed to receive conspicuous notice of the  
7 existence of alleged contract terms when they downloaded the app.

8           438. At all relevant times, Jane Does were permitted to bypass review of the Terms and  
9 Conditions of the app, which they did.

10           439. Similarly, Jane Does were permitted to ignore the link located within the “Terms  
11 & Conditions and Privacy Policy,” which they did.

12           440. Jane Does were not required to check a box that affirmed that they “agreed” to the  
13 Terms and Conditions when they downloaded the app.

14           441. Uber failed properly to notify its consumers, including Jane Does, when  
15 modifications were made to the Terms and Conditions. Through their continued use of the app,  
16 Jane Does were not required to, and nor did they, affirmatively agree to modifications of the  
17 Terms and Conditions of the app.

18           442. At all relevant times, Uber never mailed or emailed Jane Does a copy of the  
19 Terms and Conditions.

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

22           443. At all relevant times, including when Plaintiffs downloaded the app, the Terms  
23 and Conditions contained language purporting to grant Uber the unilateral right to modify the  
24 agreement.  
25  
26  
27  
28

1           444. 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           445. 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>. As  
6 explained infra, the ability to locate this link on the app and the website is burdensome and  
7 confusing.  
8

9           446. In the Terms and Conditions, Uber requires arbitration for any claims that arise  
10 out of the use of the app. It excludes from arbitration claims brought “to prevent the actual or  
11 threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade  
12 secrets, patents or other intellectual property rights.”  
13

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

17           448. Recovery is also severely limited by Uber’s Terms and Conditions.

18           449. According to the Terms and Conditions, Uber’s liability for any and all damages  
19 and losses incurred cannot exceed \$500.  
20

## 21   **V. CLASS ACTION ALLEGATIONS**

22           450. Plaintiffs seek redress in their individual capacities and on behalf of a Class  
23 consisting of similarly situated consumers. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2) or (b)(3),  
24 Plaintiffs seek Class certification of a Class defined as follows:  
25

26                   All individuals in the U.S. who were transported by Uber drivers  
27                   and were subject to rape, sexual assault, sexual battery, kidnapping  
28                   or other gender-motivated violence or harassment by their Uber  
                    driver in the last four years.

1           451. Plaintiffs reserve the right to amend or modify the Class definition with greater  
2 specificity or subclass divisions after discovery.

3           452. Excluded from the Class are: (i) any judge presiding over this action and their  
4 family members; (ii) Uber, its subsidiaries, successors or any entity in which Uber or its parent  
5 has a controlling interest, Uber's current or former employees, officers, directors; (iii) persons  
6 that properly exclude themselves from the Class; and (iv) the legal representatives, successors or  
7 assigns of any properly excluded persons.  
8

9           453. **Numerosity**. The potential Class members as defined are so numerous and  
10 diversely located throughout the U.S. that joinder of all Class members is impracticable. Class  
11 members are located throughout the U.S. Joinder is therefore not practicable. While the exact  
12 number of Class members is unknown because such information is in the exclusive control of  
13 Uber, upon information and belief, the Class is greater than 100 individuals.  
14

15           454. **Commonality**. There are questions of law and fact common to Plaintiffs and the  
16 Class that predominate over any questions affecting only individuals Class members. These  
17 common questions of law and fact include, *inter alia*, whether:  
18

- 19           • Uber violated the Unfair Competition Law, Cal. Bus. &  
20 Prof. Code § 17200, *et seq.*;
- 21           • Uber engaged in, and continues to engage in, unlawful,  
22 fraudulent and unfair practices that are substantially likely  
23 to mislead the public, and therefore members of the Class;
- 24           • Uber has engaged in and continues to engage in unlawful,  
25 fraudulent and unfair practices, including by representing to  
26 the public, and Class members, that it provides safe rides  
27 and adequately screens drivers when Uber knows that it  
28 fails to screen drivers in any meaningful way, thereby  
presenting grave threats to Class members' safety and well-being;

- Uber fraudulently and unfairly misrepresents to Class members that Uber had the ability to and would in fact accurately track the transport of Class members from where they were picked up to their destinations;
- Uber fraudulently and unfairly misrepresents to Class members that drivers are adequately insured or that Uber maintains proper and adequate insurance coverage for rides;
- Uber fraudulently and unfairly misrepresents to Class members that Uber would monitor the criminal backgrounds for drivers after they started driving for Uber in any meaningful way, thereby presenting grave threats to Class members' safety and well-being;
- Uber's deceptive conduct resulted in profits and pecuniary gain received from consumers, including Class members;
- Whether Class members are entitled to restitution under Cal. Bus. & Prof. Code. §§17200-17203;
- Whether Class members are entitled to declaratory and injunctive relief under Cal. Bus. & Prof. Code. §17204;
- Whether Plaintiffs and Class members are entitled to injunctive relief, attorneys fees' and costs under Cal. Civ. Code § 1780; and
- The nature of the relief, including equitable relief, to which Class members are entitled.

455. Thus, commonality of factual and legal issues is satisfied.

456. **Typicality**. Plaintiffs' claims are typical of the claims of the Class. Plaintiffs and Class members were exposed and subjected to Uber's uniform practices and policies surrounding its driver screening and monitoring procedures, as well as Uber's representations to the public and the Class about the safety of Uber's rides, including the safety of Uber's drivers, that have caused, and will continue to cause, irreparable harm but for immediate action by the Court.

1           457. **Adequacy of Representation.** Plaintiffs will fairly and adequately represent and  
 2 protect the interests of the Class members. Plaintiffs' counsel is competent and experienced in  
 3 litigating class actions.

4           458. **Superiority of Class Action.** A class action is superior to other available  
 5 methods for the fair and efficient adjudication of this controversy because joinder of all of the  
 6 Class members is impracticable. Furthermore, the adjudication of this controversy through a  
 7 class action will avoid the possibility of inconsistent and potentially conflicting adjudication of  
 8 the asserted claims. There will be no difficulty in the management of this action as a class  
 9 action.  
 10

11           459. **Injunctive and Declaratory Relief.** Uber's practices are uniform as to all Class  
 12 members. Uber has acted or refused to act on grounds that apply generally to the Class, so that  
 13 final injunctive relief or declaratory relief is appropriate with respect to the Class as a whole.  
 14

15                                   **FIRST CAUSE OF ACTION**  
 16                                   **(Unfair Fraudulent and Unfair Business Practices Act,**  
 17                                   **California Business and Professional Code §§ 17200, *et seq.*)**  
                                       ***On Behalf of Plaintiffs and Proposed Class Members***

18           460. Plaintiffs reallege and reassert each of the preceding paragraphs as if fully set  
 19 forth herein.

20           461. Uber has engaged in and continues to engage in unlawful, fraudulent and unfair  
 21 practices that are substantially likely to mislead the public and, therefore, members of the Class.  
 22

23           462. Uber made intentional misrepresentations of fact to Jane Does, known by Uber to  
 24 be false and substantially misleading, including that Uber would safely transport Plaintiffs  
 25 through Uber's driver agents. Uber made such false representations after failing to screen its  
 26 drivers in any meaningful way, thereby presenting grave threats to Plaintiffs' safety and well-  
 27 being.  
 28



1           463. Uber has engaged in, and continues to engage in, similar unlawful, fraudulent and  
2 unfair practices, including by representing to the public and Class members that it provides safe  
3 rides and adequately screens drivers when Uber knows that it fails to screen drivers in any  
4 meaningful way, thereby presenting grave threats to Class members' safety and well-being.

5           464. Uber further fraudulently and unfairly misrepresented to Plaintiffs that Uber  
6 would provide a safer ride home for Plaintiffs than had they driven home while intoxicated, and  
7 that it had the ability to and would in fact accurately track the transport of Plaintiffs from where  
8 they were picked up to their destinations. Uber has made and continues to make such false and  
9 unfair representations to the public, including Class members.  
10

11           465. Plaintiffs believe that Uber's fraudulent and deceptive conduct resulted in profits  
12 and pecuniary gain received from consumers, including Class members.  
13

14           466. The business acts and practices of Uber are unlawful, unfair and deceptive within  
15 the meaning of the consumer protection statutes because, *inter alia*, Uber engaged in fraud by  
16 intentionally misrepresenting that it provides safe rides and adequately screens drivers when  
17 Uber knows that it fails to screen drivers in any meaningful way, thereby presenting grave threats  
18 to Class members' safety and well-being, and otherwise engaged in acts that deceived, or were  
19 likely to deceive, the public.  
20

21           467. As a direct and proximate result of Uber's conduct, as set forth herein, Uber has  
22 received ill-gotten gains and/or profits, including, but not limited to, money. Therefore, Uber is  
23 and was unjustly enriched.  
24

25           468. Pursuant to Business & Professions Code § 17203, Plaintiffs and the Class request  
26 restitution and/or restitutionary disgorgement of all sums, including profits, obtained in violation  
27 of Business & Professions Code §§ 17200, *et seq.*  
28

1           469. Plaintiffs and the Class seek injunctive relief, restitution and restitutionary  
 2 disgorgement of ill-gotten gains from Uber as provided in Business & Professions Code § 17203.  
 3 Plaintiffs engaged counsel to prosecute this action.

4           470. Plaintiffs and the Class seek to enjoin Uber from engaging in these wrongful  
 5 practices, as alleged herein, in the future. There is no other adequate remedy at law and if an  
 6 injunction is not ordered, Plaintiffs and the Class will suffer irreparable harm.

7  
 8                               **SECOND CAUSE OF ACTION**  
 9                               **(Violation of the Consumer Legal Remedies Act (“CLRA”),**  
 10                               **Cal. Civ. Code § 1750, *et seq.*)**  
                               ***On Behalf of Plaintiffs and Proposed Class Members***

11           471. Plaintiffs reallege and reassert each of the preceding paragraphs as if fully set  
 12 forth herein.

13           472. Plaintiffs and each Class member is a consumer and Uber’s transportation  
 14 services are goods or services, as those terms are defined in Cal. Civ. Code § 1761.

15           473. Uber is a “person,” as that term is defined in Cal. Civ. Code § 1761(c).

16           474. Plaintiffs’ and each Class member’s transportation or ride through the use of the  
 17 Uber app constituted a “transaction,” as that term is defined in Cal. Civ. Code § 1761(e).

18           475. As detailed above, Uber has engaged in and continues to engage in business  
 19 practices in violation of Cal. Civ. Code § 1750, *et seq.*, by, *inter alia*, actively concealing and  
 20 failing to warn consumers about the inadequacy of its background screening of drivers, as well as  
 21 its failure to monitor conduct of Uber drivers after hire.

22           476. Uber also misleads consumers about the safety of its transport by falsely  
 23 suggesting that it has the ability to, and in fact does, monitor passengers’ transport during rides.

24           477. Uber also misleads passengers about the level of insurance that the Company has  
 25 that is applicable to cover passengers, the insurance Uber requires drivers to have, the insurance  
 26  
 27  
 28

1 coverage actually carried by drivers, as well as the circumstances in which Uber regularly  
2 disclaims insurance coverage.

3 478. Uber has actively concealed and failed to disclose this information knowing that  
4 such information is material to a reasonable consumer's decision to use the app for transport, and  
5 thereby misrepresented the safety of rides offered on the app.

6 479. Uber's business practices are unfair and/or deceptive and should be enjoined.

7 480. Uber has engaged in unfair or deceptive acts or practices intended to result in  
8 consumers using the app to arrange transport and consumers agreeing to pay Uber for the ride in  
9 violation of Cal. Civ. Code § 1770.

10 481. Uber knew and/or should have known that its concealment and/or omissions of  
11 material fact concerning its safety representations to consumers, including its screening of  
12 drivers, monitoring of drivers' conduct after hire, safety during transport, as well as applicable  
13 insurance coverage, were material and likely to mislead the public. Accordingly, Uber's conduct  
14 alleged herein violates the CLRA, including Cal. Civ. Code §§ 1770(a)(7) and (a)(9).

15 482. As a direct and proximate result of Uber's conduct, as set forth herein, Uber has  
16 received ill-gotten gains and profits. Therefore, Uber has been unjustly enriched.

17 483. There is no other adequate remedy at law, and Plaintiffs and the Class will suffer  
18 irreparable harm unless Defendant's conduct is enjoined.

19 484. Pursuant to Cal. Civ. Code §§ 1780(a) and (e), Plaintiffs and the Class seek an  
20 order enjoining Defendant's unlawful business practices as alleged herein.

21 485. On November 10, 2017, Plaintiffs notified Uber in writing that its conduct is in  
22 violation of the CLRA and demanded that Uber remedy the violations.

1           486. As Uber has failed to remedy its violations and provided notice to its affected  
 2 consumers within 30 days of the original Complaint in this action, Plaintiffs are entitled to  
 3 recover actual, punitive and statutory damages pursuant to the CLRA, Cal. Civ. Code § 1782(2),  
 4 including attorneys' fees and costs to the full extent allowed by law.

5           487. Additionally, under Cal. Civ. Code § 1021.5, Plaintiffs and the Class seek  
 6 reasonable attorneys' fees as this lawsuit seeks the enforcement of an important right affecting  
 7 the public interest and satisfies the statutory requirements for an award of attorneys' fees.  
 8

### 9                                   **THIRD CAUSE OF ACTION**

#### 10                                   **(Assault & Battery)**

11                                   ***On Behalf of Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4,***  
 12                                   ***Jane Doe 5, Jane Doe 6, Jane Doe 7, Jane Doe 8 and Jane Doe 9, Individually***

13           488. Plaintiffs reallege and reassert each of the preceding paragraphs as if fully set  
 14 forth herein.

15           489. The violent acts committed against Plaintiffs by Uber's drivers while they were  
 16 performing their job duties, including their rapes and sexual assaults of Plaintiffs, amounted to a  
 17 series of harmful and offensive contacts to Plaintiffs, and reasonable apprehension in Plaintiffs of  
 18 immediate harmful or offensive contact to Plaintiffs, all of which were done intentionally and  
 19 without Plaintiffs' consent.

20           490. Uber is liable for the actions of its agents and employees directly and under the  
 21 doctrine of respondent superior.

22           491. Defendant is a common carrier who must carry passengers safely. As a common  
 23 carrier, Defendant is vicariously liable for its employees' and agents' intentional and negligent  
 24 torts, whether or not such acts were committed within the scope of employment. Common  
 25 carriers must use the highest care and vigilance of a very cautious person. They must do all that  
 26 human care, vigilance and foresight reasonably can do under the circumstances to avoid harm to  
 27  
 28

1 passengers. While a common carrier does not guarantee the safety of its passengers, it must use  
2 reasonable skill to provide everything necessary for safe transportation, in view of the  
3 transportation used and practical operation of the business. Uber breached its duty of care in its  
4 actions towards Plaintiffs.

5 492. As a direct and proximate result of the aforementioned conduct, Plaintiffs have  
6 sustained and will sustain physical injury, pain and suffering, serious psychological and  
7 emotional distress, mental anguish, embarrassment and humiliation.

8 493. As a direct and proximate result of the aforementioned conduct, Plaintiffs have  
9 incurred medical expenses and other economic damages.

10 494. The conduct of Uber was engaged in with fraud, oppression and/or malice, and  
11 was in conscious disregard of the rights and safety of others, including, but not limited to,  
12 Plaintiffs herein, so as to warrant the imposition of punitive damages pursuant to Cal. Civ. Code  
13 § 3294.

14 495. Accordingly, Plaintiffs are entitled to recovery against Defendant in an amount to  
15 be determined at trial.

16  
17  
18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against  
20 Defendant, containing the following relief:

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

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

1 C. Enter a permanent injunction directing that Uber take all affirmative steps  
2 necessary to remedy the effects of the unlawful conduct alleged in this Complaint, and to prevent  
3 repeated occurrences in the future, including the issuance of an order directing that Uber must  
4 immediately implement stricter and more thorough screening of potential Uber drivers as well as  
5 subject existing Uber drivers to an immediate review of conduct engaged in by all drivers during  
6 the last 12 months; implement a policy to monitor driver conduct after they have been accepted  
7 to drive on the app; implement changes to provide a means to monitor rides during transport and  
8 centralize methods to quickly notify Uber when a driver has gone off the app during a ride or  
9 substantially driven off route during an ongoing ride; and, implement adequate insurance  
10 coverage for all stages of a ride and clearly inform the public about its insurance coverage  
11 policies;  
12

13  
14 D. An award of damages in an amount to be determined at trial, plus prejudgment  
15 interest, to compensate Plaintiffs for all physical, monetary and/or economic harm; for harm to  
16 their professional and personal reputations; for all non-monetary and/or compensatory harm,  
17 including, but not limited to, compensation for mental anguish and physical injuries; and, all  
18 other monetary and/or non-monetary losses suffered by Plaintiffs;  
19

20 E. An award of punitive damages;

21 F. An award of costs that Plaintiffs have incurred in this action, as well as Plaintiffs'  
22 reasonable attorneys' fees and expenses to the fullest extent permitted by law; and  
23

24 G. Such other and further relief as the Court may deem just and proper.  
25  
26  
27  
28


**JURY DEMAND**

Plaintiffs hereby demand a trial by jury on all issues of fact and damages stated herein.

Dated: March 15, 2018  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

By:   
Jeanne M. Christensen  
Kenneth D. Walsh

85 Fifth Avenue  
New York, NY 10003  
Tel.: (212) 257-6800  
Fax: (212) 257-6845  
[jchristensen@wigdorlaw.com](mailto:jchristensen@wigdorlaw.com)  
[kwalsh@wigdorlaw.com](mailto:kwalsh@wigdorlaw.com)

**ANDERSON & POOLE, P.C.**

Jamie C. Couche

601 California Street, Suite 1300  
San Francisco, CA 94108  
Tel.: (415) 956-6413  
Fax: (415) 956-6416  
[jcouche@adplaw.com](mailto:jcouche@adplaw.com)

*Counsel for Plaintiffs and the  
Proposed Class*