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18 Attorneys for Plaintiffs,
19 **JANE DOE 1 and JANE DOE 2**

20 UNITED STATES DISTRICT COURT

21 NORTHERN DISTRICT OF CALIFORNIA

22 JANE DOE 1 and JANE DOE 2, *on behalf*
23 *of themselves individually and on behalf of*
24 *a proposed Class of similarly-situated*
25 *individuals,*

26 Plaintiffs,

27 vs.

28 UBER TECHNOLOGIES, INC.,

Defendant.

Case No.:

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

JURY TRIAL DEMANDED

Plaintiffs Jane Doe 1 and Jane Doe 2, individually and on behalf of all others similarly situated individuals (“Plaintiffs”), by and through undersigned counsel Wigdor LLP and

1 Anderson & Poole, P.C., as and for their Class Action Complaint against Defendant Uber
2 Technologies, Inc. (“Uber,” the “Company” or “Defendant”), hereby allege as follows:

3 **I. Uber’s Message To Women: Our Profits Over Your Safety**

4 1. Uber will stop at no lengths to make a profit.

5 2. Since Uber launched in 2010, thousands of female passengers have endured
6 unlawful conduct by their Uber drivers including rape, sexual assault, physical violence and
7 gender-motivated harassment.¹ Recently, the number of reported sexual assaults and rapes of
8 female passengers by male Uber drivers has sky-rocketed.

9 3. On notice of the magnitude of the number of passengers who have experienced
10 sexual harassment and gender-based violence,² Uber should have made drastic changes to the
11 way that it screens and monitors drivers, as well as advancing safety measures on its app and in
12 vehicles, and disclosed the truth to consumers about its insurance coverage during rides.

13 4. Instead, over the last seven years, Uber has done everything possible to continue
14 using low-cost, woefully inadequate background checks on drivers and has failed to monitor
15 drivers for any violent or inappropriate conduct after they are hired. Nothing meaningful has
16 been done to make rides safer for passengers – especially women.

17 5. This is no longer an issue of “rogue” drivers who act unlawfully. Uber has
18 created a system for bad actors to gain access to vulnerable victims. Specifically, drivers have
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25 ¹ Although the Complaint refers to female passengers, inherent in the allegations is the fact that male
26 passengers also have experienced physical, sexual or other gender-motivated harassment at the hands of Uber
drivers. Use of the phrases “female passengers” or “female passengers” is inclusive of all passengers that have
experienced the type of harm alleged herein.

27 ² 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>.

1 the means and opportunity to veer off route without detection, trap passengers inside their
2 vehicles and commit physical and sexual violence without witnesses.

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

7
8 7. Because of this lack of regulatory oversight, Uber understands that responsibility
9 for preventing harm against female passengers begins and ends with the Company itself. Its
10 silent cowardice in the face of such responsibility speaks volumes.

11 8. No longer willing to wait for Uber to do something when it is clear that the
12 Company will take no action, Plaintiffs, victims of sexual violence, including rape and sexual
13 assault, at the hands of their Uber drivers bring this action on behalf of all female consumers³ in
14 the U.S. to force Uber to take immediate and substantive actions to reduce this senseless
15 violence. Each week, women continue to experience gender-motivated harassment at the hands
16 of the agents that Uber has tasked with the responsibility of transporting passengers safely from
17 one destination to another.
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20 9. Worse, these women paid money to Uber for what they were told was a “safe
21 ride.”

22 10. Only through court intervention will Uber cease and desist from making women
23 pay the price for its shameful failure to act.
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28 ³ The terms “passengers” and “consumers” are used interchangeably in the context of this Complaint.

1 **II. Thousands Of Women At Risk**

2 11. Because of Uber’s failure to prioritize the safety of female passengers, thousands
3 of women are at risk of being trapped in a vehicle and subjected to sexual harm at the hands of
4 an Uber driver who has a duty to ensure their safe transport.

5 12. The risk that drivers may subject vulnerable female passengers to sexual, physical
6 or gender-motivated harm is substantial. There is an inherent risk in getting into a car with a
7 stranger, where a passenger has no idea whether the driver plans to bring her to her destination, if
8 the driver has a gun in the car, or if the driver will make demands beyond those of the agreed
9 upon payment in exchange for “safe” passage.

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

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

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

3 16. When Uber drivers perform transportation services on the app, they are agents of
4 Uber and perform services that are no different from those performed by taxi drivers or black car
5 drivers. The law requires that they adhere to a higher standard of care and that they must be
6 carefully scrutinized and monitored before they are tasked with the responsibility of caring for
7 the safety of passengers, especially women.
8

9 17. Despite the exponential increase in reported sexual harassment and assaults to
10 Uber by the women who use its app, nothing has been done to decrease the apparent and known
11 risk of such incidents from taking place. To the contrary, Uber counts on female consumer usage
12 increasing, and targets marketing ads towards young women travelling alone, knowing that its
13 profits come at the price of these women's vulnerabilities and personal safety.
14

15 18. Uber could take a number of various steps to reduce drastically harm to female
16 passengers. These safety measures include:

- 17
- 18 a. Bar registered sex offenders or individuals with assault or
19 rape convictions (no time limit) from becoming Uber
20 drivers;
 - 21 b. Require all Uber drivers nationwide to undergo in-person
22 screening interviews and vehicle examinations;
 - 23 c. Install tamper-proof video cameras in all Uber vehicles
24 which immediately set off alarms if they are disabled or
25 malfunction;
 - 26 d. Perform national criminal background checks of all drivers
27 every six months;
 - 28 e. Voluntarily submit driver information to states that wish to
conduct their own screening through state maintained
criminal databases, such as in Maryland and Massachusetts;

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

1 safety situation, such as aggressive driving, a possible
2 abduction, or an assault;

3 p. Employ teams of experts dedicated to investigating
4 complaints against Uber drivers of a violent or sexual
5 nature; and

6 q. Create a separate online form to report complaints of a
7 violent or sexual nature against Uber drivers.

8 19. These proposed safety measures are reasonable and necessary. Although some
9 measures were taken after a prior lawsuit seeking injunctive relief was filed, as detailed herein,
10 Uber needs to address the substantial problems that remain.⁴

11 20. Had these measures been in place, thousands of women would have been spared
12 the pain and humiliation that they suffered at the hands of their Uber drivers.

13 21. Uber's goal of dominating and controlling the ridehailing market at the expense of
14 consumer safety is a calculated decision made by senior executives that continues through the
15 present.

16 22. Court orders are needed to force change that Uber should have taken voluntarily
17 and long before many gender-motivated acts of violence were inflicted on female passengers
18 across the U.S. Each day and week that passes without change is a guarantee by Uber of harm to
19 untold numbers of women who use its app.

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21 **JURISDICTION AND VENUE**

22 23. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §
23 1332(d)(2), because the proposed Class has more than 100 members, the Class contains at least
24 one member of diverse citizenship from Defendant, and the amount in controversy exceeds \$5
25 million.
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28 ⁴ See Doe v. Uber Technologies Inc., No. 3:15-cv-424 (SI) (complaint filed N.D. Cal. January 29, 2015).

1 24. The Court has personal jurisdiction over Defendant because Defendant is
2 authorized to and conducts substantial business in California, generally, and in this District
3 specifically. Defendant has its headquarters in this District, and Defendant's policies, practices
4 and protocols relating to the issues in the case were made and acted upon within this District.

5 25. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1), because
6 Defendant resides in this judicial district, and pursuant to 28 U.S.C. § 1391(b)(2), because a
7 substantial part of the events giving rise to this action occurred in this District as Defendant's
8 policies and practices were made and acted upon within this District.

9 26. To the extent there is any contractual or other impediment to pursuit of these
10 claims on a class action basis, Plaintiffs specifically allege, and will prove, if necessary, that any
11 bar to class action proceedings is unconscionable, unfair, against public policy, and
12 unenforceable.
13

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15 **PARTIES**

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

17 28. Jane Doe 2 is an adult woman who is a citizen of and resides in Los Angeles,
18 California.

19 29. Defendant Uber Technologies, Inc. is a Delaware Corporation with its principal
20 place of business located at 1455 Market Street, San Francisco, California 94103.

21 30. Defendant Uber Technologies, Inc. operates in cities throughout the United States.

22
23 **BACKGROUND AND FACTUAL ALLEGATIONS**

24
25 **I. Uber Technologies, Inc.**

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

6
7 32. As detailed *infra*, Uber’s business model requires an enormous pool of drivers in
8 order to provide rides to consumers quickly and efficiently. To accomplish this, Uber solicits and
9 retains thousands of non-professional drivers.

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

15
16 34. “Profits over safety” quickly became the operating model for Uber’s expansion.

17 **III. Uber Drivers Are Transportation Agents for Uber**

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

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

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

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

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

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

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

21 43. Passengers pay Uber; Uber pays drivers.

22 44. Because Uber is a transportation company that provides rides to the general public
23 for a fee, it is subject to the laws governing common carriers.
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1 45. When drivers carry out a contract of transportation for Uber, Uber is under a non-
2 delegable duty to transport passengers safely.

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

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

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

9 49. In connection with this duty of care, Uber is required to, but does not, make
10 policy decisions at all levels of Uber’s management to ensure that the highest care is exercised
11 with respect to Uber’s transportation of consumers.
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14 **IV. Jane Doe 1**

15 50. Jane Doe 1 is an adult woman who resides in Florida.

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

18 52. Ms. Doe 1 had just recently downloaded the Uber app, and this was her first ride
19 using Uber.
20

21 53. Ms. Doe 1 and her friend took an Uber ride to a restaurant in Coral Gables.
22 During the evening, Ms. Doe 1 had two drinks. Despite having consumed only two drinks, at
23 some point, she began to feel sick and light-headed. Ms. Doe 1’s friend consumed alcoholic
24 drinks during the evening.
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1 54. In the early hours of October 15, 2016, Ms. Doe 1 and her friend were picked up
2 by Uber driver Nimer Abdallah (“Abdallah”) to transport them from Coral Gables back to Ms.
3 Doe 1’s home in South Miami.

4 55. This ride was ordered using the Uber app installed on Ms. Doe 1’s iPhone, which
5 had the “Touch ID” unlock function enabled.

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

8 57. Ms. Doe 1 has limited recollection, if any, of the 20-minute ride. When Abdallah
9 arrived at their destination, Ms. Doe 1 was barely conscious. Although Ms. Doe 1’s friend did
10 not ask for help, Abdallah threw Ms. Doe 1 over his shoulder and carried her upstairs to her sixth
11 floor apartment. Abdallah proceeded to enter the apartment and carried Ms. Doe 1 into her
12 bedroom.
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14 58. Ms. Doe 1’s friend saw Abdallah sprawled on top of Ms. Doe 1 on her bed,
15 kissing her. When the friend demanded that Abdallah leave the apartment, his only response was
16 to invite her to join them on Ms. Doe 1’s bed. Her friend became so frightened that she locked
17 herself in the bathroom of the apartment, terrified. She passed out in the bathroom for the rest of
18 the night.
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20 59. When Ms. Doe 1 woke the next morning, she was alarmed to discover that she
21 was not wearing pants or underwear, and was lying in a horizontal position across the foot of her
22 bed.
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24 60. Ms. Doe 1 was further distressed to find discharge from her vaginal area and what
25 appeared to be semen stains on her comforter, close to where she had been lying.
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1 61. Upon learning from her friend that Abdallah had entered the apartment and
2 carried her into the bedroom, Ms. Doe 1 became concerned that she had been sexually assaulted.

3 62. She searched, unsuccessfully, for any trace of a used condom.

4 63. Ms. Doe 1 reported the incident to the police, who took her statement, a copy of
5 her Uber receipt, clothing and the bedding with suspicious staining, as well as surveillance
6 footage from her apartment complex showing Abdallah dragging Ms. Doe 1 from his car and
7 carrying her into the apartment building.
8

9 64. On or about October 17, 2016, as part of an official police photo line-up, Ms. Doe
10 1's friend successfully identified Abdallah as their Uber driver.

11 65. That same day, Ms. Doe 1 was treated at a rape treatment center at a local
12 hospital, where a rape kit and examination was performed, and samples were collected for STD
13 and toxicology tests.
14

15 66. On or about October 18, 2016, Abdallah was arrested and charged with two
16 counts of Sexual Battery.

17 67. During police questioning, Abdallah admitted to removing Ms. Doe 1's pants and
18 underwear, kissing her breasts, digitally penetrating her vagina, and inserting his penis into her
19 vagina.
20

21 68. Abdallah furthermore confessed to the police that "he was wrong for what he
22 did," and according to the police report admitted that he was aware that the victim had been
23 drinking before he assaulted her.
24

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

26 70. Abdallah subsequently posted bond and has been released.
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1 71. Ms. Doe 1 contacted Uber regarding the incident, and she was informed that Uber
2 would be “taking the appropriate action here.”

3 72. To this day, Uber has not confirmed that Abdallah has been deactivated from
4 driving for Uber.

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

6
7 **V. Jane Doe 2**

8 74. Jane Doe 2 is an adult woman who resides in Los Angeles, California.

9 75. On the evening of January 18, 2017, Ms. Doe 2 was with friends at a restaurant in
10 Silver Lake, California.

11 76. Although she only had a few alcoholic beverages, she became intoxicated very
12 quickly.

13 77. The group returned to one person’s home.

14 78. Later, Ms. Doe 2 requested an Uber from the app on her phone to take her
15 approximately two miles to her residence.

16 79. She was picked up by an Uber driver, Miguel Last Name Unknown (“Miguel
17 LNU”).

18 80. Ms. Doe 2 sat in the backseat and proceeded to fall asleep.

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

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

23 83. Although she was in and out of consciousness, Miguel LNU forced her to engage
24 in intercourse against her will and then left. Ms. Doe 2 passed out.
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1 84. A few hours later, Miguel LNU began texting and calling Ms. Doe from various
2 phone numbers, leaving messages that he wanted to see her.

3 85. Ms. Doe 2 does not know how Miguel LNU obtained her phone number, as Uber
4 purportedly uses a cell phone number masking system for drivers and passengers to contact each
5 other.

6 86. The following morning Ms. Doe 2 woke up disoriented and confused.

7 87. Ms. Doe 2 found a used condom in her toilet and as a result, went to a medical
8 clinic for STD testing.

9 88. What happened to Ms. Does 1 and 2 is happening to women across the U.S.
10 Shockingly, it is happening with greater frequency. Upon information and belief, more than
11 1000 passengers have experienced rapes, sexual assaults and gender-motivated harassment by
12 their Uber drivers.
13

14 89. Hundreds of incidents of such violence have been reported in the last several
15 years such that it is impossible to set forth each reported attack by an Uber driver against a
16 female passenger in this Complaint.⁵
17

18 **VI. #MeToo Campaign**

19 90. Several weeks ago, in response to well-publicized charges by women against
20 Harvey Weinstein and his film company, The Weinstein Company, a campaign on Twitter using
21 the hashtag “#MeToo” began circulating. The movement was intended as a means for
22 individuals to share stories about sexual harassment and its prevalence for women in all walks of
23 life, in a multitude of contexts.
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26 ⁵ See <http://www.whosdrivingyou.org/rideshare-incidents#sexualassaults>. This frequently updated site
27 provides a list of sexual assaults and harassment by drivers for Uber and Lyft. As of November 13, 2017, more than
28 330 incidents are set forth on the site specific to sexual assaults and harassment. During an approximate 12-week
period in 2017, the site reported that 92 individual incidents of sexual assaults were reported in the media.

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

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

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

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

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

3 **VII. Terrorist Attack in Manhattan on October 31, 2017**

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

7
8 96. That day, the New York Police Department apprehended the person believed to
9 have committed the heinous killings, and identified the arrested driver as Sayfullo Saipov.

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

15
16 98. On October 31, 2017, Uber said that it had banned Mr. Saipov from the app.

17 99. Uber claimed that it was assisting law enforcement and said it was "horrified by
18 this senseless act of violence."
19

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

24
25 101. Despite Uber's purported "horror," it has failed to change.
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1 **VIII. Inadequate and Careless Background Checking Process: Wilful Blindness in Hiring**
2 **and Supervising Drivers**

3 102. 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 history.
10

11 103. 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

16 104. 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

22 105. 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

26 106. 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

1 107. 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.

4 108. 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.

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

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

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

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

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

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

5 115. 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.

8 116. 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."

14 117. 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 turn up a person's criminal history beyond the seven-year period.

18 118. 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.

20 119. 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.

1 **IX. Uber’s Deficient Background Checks Exposed by Massachusetts and Maryland**
2 **Regulators**

3 120. The faulty and defective quality of Uber’s screening of drivers’ histories was
4 recently exposed by the state of Massachusetts and Maryland.

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

6 121. In January 2017, pursuant to an agreement between Uber, Lyft (a ridehailing app
7 similar to Uber) and the State of Massachusetts, Uber and Lyft drivers were subjected to state-
8 run background checks. Notably, this additional screening was intended for drivers that had
9 passed Uber’s background test already.
10

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

14 123. In April 2017, the Massachusetts Department of Public Utilities announced that
15 more than 8,000 Uber and Lyft drivers failed the state screening even though these drivers
16 already had passed background checks at Uber and Lyft.
17

18 124. Alarminglly, the state rejected 8,206 of the drivers. Among those rejected, it was
19 reported that **1,599 drivers were found to have a history of violent crime**, and incredibly, Uber
20 and Lyft background checks had **failed to identify 51 registered sex offenders**.
21

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

23 125. In December 2016, the Maryland Public Service Commission (“Maryland PSC”)
24 approved alternative background checks for Uber and Lyft drivers after both companies claimed
25 that their background screening processes were more comprehensive than fingerprint-based
26 checks.
27
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1 126. 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
8 127. 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
13 128. 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 **X. "We do the right thing. Period."**

21 129. As part of recent leadership changes, Uber's new Chief Executive Officer
22 introduced changes to the Company's defined cultural values. One of the new goals is "We do
23 the right thing. Period."

24
25 130. Because Uber knowingly has worked to silence passenger complaints about driver
26 conduct and done everything possible to contain negative information, drastic changes are
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1 needed before Uber can assert that it is doing “the right thing.” To begin, Uber must engage in
2 transparency and release such basic information as the following:

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

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

25 132. Uber’s history of silence about such information has not gone unnoticed.
26 Recently, a San Francisco judge sanctioned Uber for the Company's failure to comply with a
27 search warrant for records on a driver suspected of sexually battering a female passenger. The
28 judge stated:

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

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

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

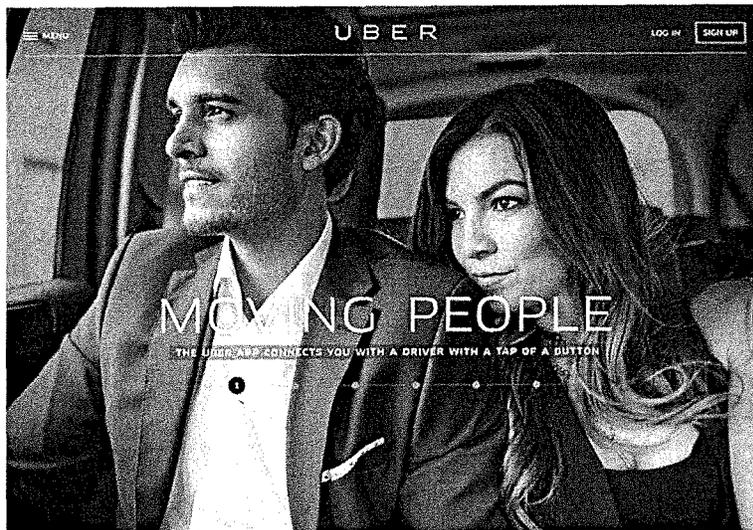
18
19 **XI. Material Misrepresentations to Passengers that Uber Provides the “Safest Rides on**
20 **the Road”**

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

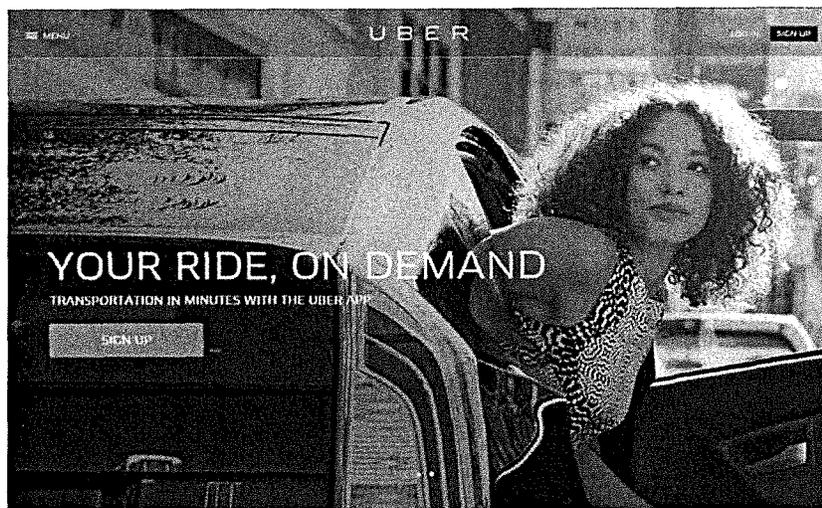
24 136. Indeed, in a complaint filed by the District Attorney of San Francisco and the
25 District Attorney of Los Angeles, *The People of the State of California v. Uber Technologies,*
26 *Inc.*, Case No. 14-cv-543120-CGC (Superior Court of the State of California, filed August 18,
27
28

1 2015), it was alleged that Uber's security screening is so deficient that, upon information and
2 belief, individuals *passed* Uber's screening process and were found driving for Uber with the
3 following felony convictions: (1) second degree murder; (2) lewd and lascivious acts against a
4 child under the age of 14; (3) sexual exploitation of children; (4) kidnapping for ransom with a
5 firearm; (5) assault with a firearm; (6) grand theft; (7) robbery; (8) identity theft; (9) burglary;
6 and (10) taking a vehicle without consent. In addition, a number of Uber drivers, upon
7 information and belief, have previously been convicted of driving under the influence and
8 driving with a suspended license and yet still passed Uber's purportedly strict background
9 checks.
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11 137. Rather than notify passengers of these failures, Uber fills its website with pictures
12 of smiling young women entering and exiting vehicles, which are meant to appear "safe."
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138. 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).

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

3 140. Until October 2014, Uber represented on its site that “Every ridesharing and
4 livery driver is thoroughly screened through a rigorous process we’ve developed using industry-
5 leading standards. This includes a three step criminal background screening for the U.S. – **with**
6 **county, federal and multi-state checks that go back as far as the law allows** – and ongoing
7 reviews of drivers’ motor vehicle records throughout their time on Uber.”
8

9 141. However, because Uber disclaims day-to-day supervision of its drivers, it cannot
10 be aware of how often drivers pick up passengers while the drivers *themselves* are intoxicated or
11 under the influence of other drugs. This is problematic for many obvious reasons, not least
12 because Uber drivers can convey a passenger to a destination, stop for a few drinks and/or some
13 illicit substances, and then turn the app back on and continue driving, putting the passenger in
14 unnecessary danger.
15

16 142. In fact, upon information and belief, nothing stands in the way of an Uber driver,
17 looking to earn as much as possible, from keeping his app signed in and accepting rides for a 24-
18 hour shift, which would also be incredibly dangerous to passengers.
19

20 143. Although Uber attempts to distance itself from situations in which it would
21 potentially incur liability, a consumer would need to sift through pages of text and click through
22 multiple links in order to even find the following section in which Uber unbelievably tries to
23 disclaim responsibility for negligent and harmful conduct by its own drivers:
24

25 You understand, therefore, that by using the application and the
26 service, **you may be exposed to transportation that is**
27 **potentially dangerous, offensive, harmful to minors, unsafe or**
28 **otherwise objectionable**, and that you use the application and the
service at your own risk.

1 (emphasis added).

2 144. Ms. Doe 1 and Ms. Doe 2 were victims of “unsafe,” “dangerous” and “offensive”
3 conduct by their Uber drivers.

4 **XII. The Number of Reported Incidents of Sexual and Other Assaults by Uber Drivers,
5 Largely Against Female Passengers, Indicates Systemic Deficiencies Regarding
6 Uber’s Safety Measures Concerning Drivers**

7 145. Sadly, the details about what happened to Ms. Doe 1 and Ms. Doe 2 are not
8 anomalies. Rather, a litany of incidents regarding sexual assaults, and physical assaults, by Uber
9 drivers on passengers, shows a pattern of similarly heinous, but avoidable attacks.

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

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

19 148. In August 2017, a Massachusetts Uber driver admitted to exposing himself to
20 multiple young girls and was sentenced to two and a half years in jail. The driver, Paul Griffin
21 (“Griffin”), aged 29, was charged with six counts of open and gross lewdness, six counts of
22 accosting and annoying a person of the opposite sex, operating a motor vehicle to endanger,
23 failure to stop for police and resisting arrest. In addition to jail, the court ordered that Griffin
24 was barred from employment with any ridehailing or taxi company.
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1 149. An Orange County, California Uber driver was charged with raping a female
2 passenger in his vehicle in March 2017 while driving the woman home from a company
3 gathering in Newport Beach.

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

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

18 152. On or around August 22, 2015, Efren Madrigal (“Madrigal”), a newly minted
19 Uber driver who had been on the road for only three days, was accused of raping a passenger in
20 New Jersey. The female passenger and a friend had initially invited Madrigal in to play cards
21 and chat after he picked them up through Uber and dropped them off at the victim’s home. The
22 friendly encounter rapidly became dangerous, however, as Madrigal allegedly then proceeded to
23 assault the woman who had ridden with him. Uber stated that the incident was “deplorable” and
24 that Madrigal was blocked “as soon as [Uber was] made aware of the allegations.”
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1 153. In August 2015, a female Uber passenger in Dallas alleged that her driver had
2 raped her. It was discovered that her Uber driver had been convicted of a number of felonies but
3 was approved to drive for Uber. The driver allegedly followed her into her apartment and raped
4 her there. Uber later issued details regarding the investigation it undertook of the driver and
5 admitted to improperly permitting him to drive.
6

7 154. On April 30, 2015, a female Uber passenger in New York City alleged that she
8 was sexually assaulted and groped by her Uber driver. After falling asleep during the ride, she
9 claims that she awoke to her driver caressing her face, after which he grabbed her face and
10 leaned in for a kiss. Fortunately, she was able to escape, but stated that “If I hadn’t pushed him
11 away, then I’m pretty certain he would have done more.”
12

13 155. In late April 2015, a University of Southern California (“USC”) student accused
14 an Uber driver of raping her while she was unconscious, unaware, and unable to consent to any
15 sexual acts. Ironically, in March 2015, USC had issued a crime alert about an alleged sexual
16 assault and recommended that students use Uber to stay safe. That language was excluded from
17 the campus alert sent out after the April 2015 incident.
18

19 156. Also in late April 2015, two women were allegedly assaulted in Madison,
20 Wisconsin by their Uber driver(s).
21

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

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

6 159. Furthermore, on August 14, 2014, an Uber driver in Washington, D.C. was
7 accused of sexually assaulting a passenger in the back of his Uber car. The passenger accused
8 the driver of touching her while she was asleep in the car.

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

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

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

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

3 164. Such tragic incidents, while avoidable, are no surprise given Uber's hollow
4 commitment to consumer safety.

5 **XIII. Uber Targets Intoxicated Passengers**

6 165. Uber's advertising campaigns make the assertion that it provides the best option
7 for a safe ride home after a night of drinking. Indeed, the Company commissioned a report with
8 Mothers Against Drunk Driving ("MADD") where it declared: "When empowered with more
9 transportation options like Uber, **people are making better choices that save lives**" (emphasis
10 added).
11

12 166. Uber further claimed that "Uber and MADD are working toward a world where a
13 safe ride is always within reach and where drunk-driving is a thing of the past."
14

15 167. The report and others have been widely publicized by Uber and its press team,
16 correlating the existence of Uber drivers and vehicles in a city with diminished drunk driving
17 rates.
18

19 168. Uber's marketing campaign has expanded to include discounts for Uber users to
20 purchase the "Breathometer," a smartphone breathalyzer, and the companies have partnered to
21 provide rewards in exchange for continued use.

22 169. What Uber has not shared with passengers is that making the choice to hail a ride
23 after drinking also puts those same passengers in peril from the Uber drivers themselves. By
24 marketing heavily toward young women who have been drinking while claiming that passenger
25 safety is its #1 priority, Uber is instead putting these women at risk.
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1 170. Although Uber advertises that it is committed to providing consumers with the
2 “safest ride on the road,” the reality is that at the hands of an Uber driver, Plaintiffs and the Class
3 were subjected to traumatic and harrowing sexual violence that no person should be forced to
4 endure.

5 **XIV. Uber Misleads Consumers About Insurance Coverage For Rides**

6 171. Uber knowingly has and continues to mislead consumers, including Plaintiffs and
7 Class members, about insurance coverage relating to rides facilitated through the app.

8 172. The consequence is significant. Because Uber refuses to commercially insure
9 drivers, and Uber’s drivers are not commercially licensed nor insured, a substantial deficit of
10 appropriate coverage exists. In contrast, regulated taxi and limousine companies are forced to
11 comply with commercial insurance minimums imposed by local and state legislation that exists
12 to protect individual consumers.
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15 173. Uber’s refusal to insure drivers is a cost-saving measure, but it is also a reflection
16 of the Company’s intentional decision to distance itself from potential liability, given its intimate
17 knowledge of the risks and potential dangers associated with allowing non-professional drivers
18 access to transport individual consumers without any oversight.

19 174. Based on the allegations herein and the known risks and harm to female
20 passengers at the hands of their Uber drivers, the Company’s failure to provide adequate
21 insurance coverage is abhorrent.
22

23 175. Uber deceives consumers by failing to disclose its policies regarding insurance
24 coverage of its drivers. As a result, consumers are misled into believing that the types of
25 insurance policies that underwrite most for-hire transportation providers, including taxis and
26 black car companies, also protect them when they use the Uber app.
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1 176. Consumers are deceived by Uber about coverage for the different stages of a ride,
2 specifically, before, during and after the ride, as well as whether coverage exists by way of the
3 driver's own personal, non-commercial insurance policy, or supplemental excess coverage
4 offered by Uber only for certain stages of a ride.

5 177. For example, over the last several years, as part of the "Safety" page, Uber has
6 posted different messages to consumers about insurance coverage, primarily drawing attention to
7 the fact that during a ride on the app, Uber provides drivers a "one million dollar liability
8 policy."
9

10 178. This claim is misleading and false in a number of ways, however, based on Uber's
11 classification of drivers as independent contractors, Uber's classification of periods before,
12 during and after a "ride," and how Uber's insurance coverage interacts with a driver's insurance.
13

14 179. In the Uber ridehailing context, there are three distinct periods for purposes of
15 insurance coverage.

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

1 180. Indeed, many Uber drivers were surprised to learn that their personal insurers
2 disclaimed coverage once the insurer found out that the driver was providing transportation for
3 Uber.

4 181. It is an industry standard for most personal insurance policies to disclaim
5 coverage when a driver is “working.” If an Uber driver disclosed to his insurer that he was
6 driving for Uber as a means of earning income, almost all insurers would require that driver to
7 purchase commercial coverage – regardless of the driver’s status as a non-commercially licensed
8 driver.
9

10 182. Recently, some insurance companies have responded to the ridehailing industry
11 and have started to offer a hybrid insurance policy to cover Period 1 and other gaps in coverage.
12

13 183. For instance, Erie Insurance allegedly offers policies that cover driving for
14 personal or business use, and during every part of a ridehailing trip, specifically, before, during
15 and after the ride.

16 184. Upon information and belief, this insurance is available to Uber drivers in
17 Pennsylvania only.
18

19 185. Other insurers offer policies specifically intended to cover the gap in coverage
20 during Period 1, and other policies are designed to provide primary coverage whether or not a
21 driver has a passenger in the vehicle.

22 186. But, for drivers who transport passengers in states that do not offer these new
23 hybrid policies, their only option to protect themselves is to purchase a commercial policy that
24 can cost as much as ten times the cost of personal insurance.
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1 187. Importantly, Uber does not require drivers to cover insurance gap periods,
2 including Period 1 or events immediately after a ride is over but relating to the consumer's ride,
3 referred to as the "time after drop off."

4 188. For rapes, sexual assaults or other gender-motivated violence that takes place
5 when the driver turns off his app or exits the vehicle and commits the violence outside the
6 vehicle, on the street or even several hundred feet from the vehicle, Uber's policies state that the
7 Company is not responsible for harm during this "gap."
8

9 189. As such, passengers blindly request transportation using the app without knowing
10 whether their driver is adequately insured.

11 190. Moreover, when a driver accepts a passenger via a "street hail," specifically, when
12 an individual is picked up on the street without using the app, despite the Uber sign in the vehicle
13 and other indicators that the driver works for Uber, there is no insurance coverage offered by
14 Uber at any moment during Periods 1-3.
15

16 191. Many regulated taxi companies in cities throughout the country must purchase
17 specific insurance to cover street hails based on the realistic expectation that drivers will be
18 induced to pick up passengers off the street for cash. Similarly, taxi and private for-hire car
19 companies are required under state and local laws to employ only commercially licensed drivers,
20 and by definition, these employers are required to provide insurance coverage for any period
21 during the transport of a passenger.
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23 192. Due to this systemic and serious problem that Uber knowingly fails to correct,
24 more than thirty states have issued public consumer warnings about the lack of insurance
25 coverage involved with rides on the Uber app.
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1 193. By way of example only, such states include Kentucky, “What You Need to Know
2 About Ridesharing Programs;”⁶ and Connecticut (“Consumer Alert: Drivers who work for
3 transportation network companies (TNC) may not be covered by their personal automobile
4 insurance policies while driving for hire. This is due to a common exclusion in most personal
5 auto policies for claims arising while driving for hire, a practice sometimes referred to as livery
6 service.... while every personal automobile insurance policy differs, nearly all contain exclusions
7 for livery. If a policy contains a livery exclusion, this means that the policy generally will not
8 provide coverage for liability incurred while driving passengers in exchange for remuneration,
9 other than an expense-sharing arrangement, such as a carpool.”), as well as Maine, New
10 Hampshire, New Jersey, Rhode Island, Washington and the District of Columbia.
11

12
13 **XV. Drivers Are Employees**

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

16 195. Drivers are not charged a fee by Uber to apply to become employees.

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

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

23 198. However, Uber can and does directly modify charges to consumers if Uber
24 determines that a driver has taken a circuitous route to a destination.
25
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28 ⁶ See <http://insurance.ky.gov/Documents/caridesharing071117.pdf>.

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

3 200. Uber controls its drivers' contacts with its consumer base, and considers its
4 consumer list to be proprietary information. To that end, drivers are not permitted to answer
5 passenger inquiries about booking future rides outside of the Uber app.
6

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

10 202. Consumers give feedback on rides they have taken, and rate drivers on a scale
11 from 1-5 stars. These ratings are used by Uber to discipline and terminate drivers.
12

13 203. Despite the above facts, as a matter of policy, Uber claims that drivers are not at-
14 will employees, but rather independent contractors. The value of classifying workers as
15 independent contractors is an integral part of the ridehailing company's business model, and has
16 saved Uber millions of dollars.
17

18 **XVI. Uber's Perpetration of Fraud and Misleading Advertising**

19 204. This lawsuit seeks to compensate Jane Doe 1 and Jane Doe 2, individually, for the
20 rapes that they suffered due to Uber's inadequate and disingenuous "commitment to safety."
21 Importantly, Plaintiffs also seek injunctive and declaratory relief on behalf of a Class of
22 passengers that have suffered harm because of Uber's safety failures and misleading and false
23 representations about the safety guaranteed to passengers when taking rides ordered on the app.
24

25 205. Uber, in line with its slogan of "Expanding Globally," aggressively and
26 intentionally disregarded years of policy and regulation controlling taxi and transportation
27 infrastructures around the country.
28

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

5 207. Uber has, and continues to, knowingly mislead the public about the safety and
6 security measures it employs to ensure even basic levels of consumer safety.

7
8 208. Passengers, including Plaintiffs, reasonably relied on Uber's representations and
9 promises about its safety and security measures, including its driver screening, background check
10 procedures, ongoing monitoring of driver conduct while driving for Uber, and insurance
11 coverage in place for rides on the app. Uber's passengers, including Plaintiffs, utilized Uber's
12 taxi services as a result of this reliance.

13
14 209. Had Uber knowingly provided truthful and accurate data about its procedures as
15 compared to the stringent methods used by licensed taxi and for-hire car companies throughout
16 the U.S., including its comparatively deficient driver screening, background check procedures,
17 monitoring of driver conduct while driving for Uber and insurance coverage in place for rides on
18 the app, reasonable consumers, passengers, Plaintiffs and the Class members would not have
19 downloaded the app or purchased rides on the app for transport.

20
21 210. Uber engaged in these misleading and false advertisements and representations at
22 all times during the Class period, including by making such representations on multiple media
23 platforms, including its website, paid internet ads, magazines, newspapers, billboards and the
24 sides of buses.
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1 211. Uber engaged in its intentional misrepresentations for the express purpose of
2 protecting its brand, its reputation and to increase profits by increasing the number of rides and
3 rides requested as a result of consumers reliance on the false information.

4 212. For instance, after visiting Uber’s website before signing up for the Uber app,
5 Plaintiffs were aware of Uber’s multiple promises to consumers that consumer safety was a
6 priority. Among those statements, *inter alia*, were the following:
7

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

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

23 214. Class members, including Plaintiffs, relied on these representations and rode in
24 vehicles driven by Uber drivers as a result. Uber knew that its representations and promises
25 about passenger safety were false and misleading, yet continued to allow its passengers to
26
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1 believe in the truth of its representations and promises, and to profit from its passengers' reliance
2 on such representations and promises.

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

6 216. For instance, according to media accounts, in Colorado, Uber persuaded
7 lawmakers to ease drivers' background checks in a bill legalizing ridehailing companies,
8 including abolishing FBI background checks and fingerprint checks.

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

11 218. In California, Uber is alleged to have helped defeat a law that would have
12 required drivers to undergo a background check by the state's Justice Department, as is required
13 of taxi drivers.

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

18 **XVII. Plaintiffs Seek Immediate Injunctive Relief Ordering Uber to Affirmatively**
19 **Overhaul Its Woefully Inadequate Safety Measures, So That No Woman Has to Ever**
20 **Endure What They Experienced**

21 220. The foregoing negligent and fraudulent behavior on the part of Uber demonstrates
22 that the Company must take immediate action to improve the safety of its consumers, which has
23 sadly played a narrow role thus far in Uber's quest to "expand" globally and reap profits.
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1 221. As detailed below, Plaintiffs are not subject to the grossly unconscionable and
2 unfair terms in the app that disproportionately favor Uber and harm passengers.

3 222. Importantly, for purposes of this action, Plaintiffs and Class members are not
4 subject to any terms listed on the app relating to arbitration. Pursuant to California Supreme
5 Court decisions, Uber cannot cause consumers to waive a statutory right to seek public injunctive
6 relief in any forum. Such a provision is contrary to California public policy and unenforceable
7 under California law.
8

9 **XVIII. Terms and Conditions of the App**

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

12 223. At all relevant times, all passengers who have downloaded and opened the Uber
13 app have been prompted to enter information into a few screens.

14 224. On the first screen, passengers are prompted to enter an email, a mobile phone
15 number, and a password. There is “helper text” at the bottom of the screen that provides an
16 explanation for why the information sought in the form is needed, stating: “We use your email
17 and mobile number to send you ride confirmations and receipts.”
18

19 225. On the second screen, passengers are then also prompted to enter a full name and
20 a photo. The helper text on this screen states: “Your name and photo helps your driver identify
21 you at pickup.”
22

23 226. On the final screen, passengers are prompted to enter a credit card number. The
24 helper text on this screen states: “By creating an Uber account, you agree to the Terms &
25 Conditions and Privacy Policy.”
26
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1 227. Importantly, there is no indication to the prospective passenger that the text of
2 “Terms & Conditions and Privacy Policy” is a link that can be clicked and that will lead to the
3 full text of the Terms and Conditions.

4 228. There is no information about the “Terms & Conditions and Privacy Policy” on
5 the prospective passenger’s screen and no prompt is provided to suggest that she should open
6 any link.

7 229. Indeed, the text “Terms & Conditions and Privacy Policy” is in a lighter, lower
8 contrast font as compared to the other helper text, further obscuring its significance.

9 230. The helper text on each of the three screens is in an identical location – toward the
10 bottom of the screen.

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

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

15 233. Instead, the button at the top of the screen merely says “Done” and only indicates
16 advancing through the process for each screen.

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

18 234. At no point did Jane Doe 1 or Jane Doe 2 assent or agree to the Terms and
19 Conditions to the app.

20 235. There is no statement that clicking “Done” signifies assent to the purported
21 contract implied in the Terms and Conditions.

1 236. Once the prospective consumer advances through the third screen, where she has
2 entered her credit card number, she has created an account with Uber and the application is
3 complete.

4 237. There is no indication that by selecting the “Done” button on the final screen, the
5 prospective consumer is also assenting to the Terms and Conditions, or even any clear indication
6 that selecting “Next” is the final step to account creation.
7

8 238. At no point prior to their harm, were Jane Doe 1 or Jane Doe 2 required to open a
9 link to the Terms and Conditions.

10 239. At no point were Jane Doe 1 or Jane Doe 2 required to view the Terms and
11 Conditions.

12 240. At no point were Jane Doe 1 or Jane Doe 2 required to check a box that says “I
13 Agree” to the Terms and Conditions.
14

15 241. At no point were Jane Doe 1 or Jane Doe 2 required to indicate that they have
16 assented to the Terms and Conditions.

17 242. At no point were Jane Doe 1 or Jane Doe 2 required to affirm that they had even
18 read the Terms and Conditions.
19

20 243. The full text of the Terms and Conditions are never provided to the prospective
21 consumer during the process of signing up for an account.

22 244. The Terms and Conditions are never emailed to the prospective consumer, at
23 account creation or otherwise.
24

25 245. The Terms and Conditions are never mailed to the prospective consumer, at
26 account creation or otherwise.
27
28

1 246. During the account creation process, the prospective consumer can only click
2 through an optional link to view the Terms and Conditions through the screen on which the credit
3 card number is entered.

4 247. Once the account is created, to access the Terms and Conditions within the app, a
5 consumer is required to click first on a menu button, sift through multiple pages and links in
6 order to find a “Legal” link under the menu sidebar.
7

8 248. Once in the “Legal” section, a consumer can access some version of Uber’s Terms
9 and Conditions.

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

12 250. The font in which the Terms and Conditions are printed is microscopic.

13 251. The default Terms and Conditions consist of 4,604 words and 68 paragraphs of
14 legalese.
15

16 252. To access Terms and Conditions that would purportedly bind individuals in
17 countries other than Australia, one must identify and then use a drop-down menu to find the
18 relevant country.
19

20 253. There is no direct link to Uber’s Terms and Conditions on the homepage of the
21 Company’s website.

22 254. In order to find the Terms and Conditions, one must first click on a sidebar
23 labeled “Menu.” The Terms and Conditions are not available through links such as “About Us,”
24 “Safety” or “Help Center.”
25

26 255. Indeed, typing in “Terms and Conditions” into the search field in “Help Center”
27 only yields the result of “Gift Cards Terms and Conditions.”
28

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

3 257. The Terms and Conditions to which a prospective consumer in the United States
4 would be bound has an arbitration provision that, upon a recent revision of the Terms and
5 Conditions, is now highlighted in the first section, but has previously been buried as far down as
6 numbered item 6 – “Dispute Resolution.”
7

8 258. When viewing the Terms and Conditions in the app, a user must scroll through
9 approximately seven (7) full pages of microscopic text to reach the “Dispute Resolution”
10 provision.

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

13 259. Based on the foregoing, neither Jane Doe 1 nor Jane Doe 2 were provided
14 conspicuous notice of the existence of alleged contract terms when she downloaded the app.

15 260. At all relevant times, neither Jane Doe 1 nor Jane Doe 2 were required to, and nor
16 did they, review the Terms and Conditions of the app.

17 261. Similarly, neither Jane Doe 1 nor Jane Doe 2 were required to, and nor did they,
18 click the link and review the provisions located within the “Terms & Conditions and Privacy
19 Policy.”
20

21 262. Neither Jane Doe 1 nor Jane Doe 2 were required to check a box that affirmed that
22 they “agreed” to the Terms and Conditions when they downloaded the app.

23 263. Uber failed to properly notify its consumers, including Jane Doe 1 and Jane Doe
24 2, when modifications were made to the Terms and Conditions. Through their continued use of
25 the app, Jane Doe 1 and Jane Doe 2 were not required to, and nor did they, affirmatively agree to
26 the Terms and Conditions of the app.
27
28

1 264. At all relevant times, Uber never mailed or emailed Jane Doe 1 or Jane Doe 2 a
2 copy of the Terms and Conditions.

3 **D. Uber Retained the Right to Unilaterally Change the Terms and Conditions of**
4 **the App**

5 265. At all relevant times, including when Plaintiffs downloaded the app, the Terms
6 and Conditions contained language purporting to grant Uber the unilateral right to modify the
7 agreement.

8 266. Pursuant to the Terms and Conditions, Uber provided itself with the exclusive
9 ability to alter allegedly binding agreement terms and simultaneously removed any obligation to
10 send notice to consumers regarding modifications.

11 267. Instead, Uber simply included a provision in the Terms and Conditions that
12 contractual changes are effective once posted on its website, <http://www.uber.com/legal>.
13

14 268. In the Terms and Conditions, Uber requires arbitration for any claims that arise
15 out of the use of the app. It excludes from arbitration claims any brought “to prevent the actual
16 or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks,
17 trade secrets, patents or other intellectual property rights.”
18

19 269. Upon information and belief, Uber’s arbitration provision excludes the types of
20 claims Uber is most likely to bring against others, while requiring arbitration for the types of
21 claims most likely to be brought against Uber.
22

23 270. Recovery is also severely limited by Uber’s Terms and Conditions.

24 271. According to the Terms and Conditions, Uber’s liability for any and all damages
25 and losses incurred cannot exceed \$500.
26
27
28

CLASS ACTION ALLEGATIONS

1
2 272. Plaintiffs seek redress in their individual capacities and on behalf of a Class
3 consisting of similarly situated consumers. Pursuant to Fed. R. Civ. P. 23(a) and (b)(2) or (b)(3),
4 Plaintiffs seek Class certification of a Class defined as follows:

5 All individuals in the U.S. who obtained rides using the Uber app
6 and were subject to rape, sexual assault or gender-motivated
7 violence or harassment by their Uber driver in the last four years.

8 273. Plaintiffs reserve the right to amend or modify the Class definition with greater
9 specificity or subclass divisions after discovery.

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

15 275. **Numerosity**. The potential Class members as defined are so numerous and
16 diversely located throughout the U.S. that joinder of all Class members is impracticable. Class
17 members are located throughout the U.S. Joinder is therefore not practicable. While the exact
18 number of Class members is unknown because such information is in the exclusive control of
19 Uber, upon information and belief, the Class is greater than 100 individuals.

20 276. **Commonality**. There are questions of law and fact common to Plaintiffs and the
21 Class that predominate over any questions affecting only individuals Class members. These
22 common questions of law and fact include, *inter alia*, whether:

- 23 • Uber violated the Unfair Competition Law, Cal. Bus. &
24 Prof. Code § 17200, *et seq.*;

- 1 • Uber engaged in, and continues to engage in, unlawful,
2 fraudulent and unfair practices that are substantially likely
3 to mislead the public, and therefore members of the Class;
- 4 • Uber has engaged in and continues to engage in unlawful,
5 fraudulent and unfair practices, including by representing to
6 the public, and Class members, that it provides safe rides
7 and adequately screens drivers when Uber knows that it
8 fails to screen drivers in any meaningful way, thereby
9 presenting grave threats to Class members' safety and well-
10 being;
- 11 • Uber fraudulently and unfairly misrepresents to Class
12 members that Uber had the ability to and would in fact
13 accurately track the transport of Class members from where
14 they were picked up to their destinations;
- 15 • Uber fraudulently and unfairly misrepresents to Class
16 members that drivers are adequately insured or that Uber
17 maintains proper and adequate insurance coverage for
18 rides;
- 19 • Uber fraudulently and unfairly misrepresents to Class
20 members that Uber would monitor the criminal
21 backgrounds for drivers after they started driving for Uber
22 in any meaningful way, thereby presenting grave threats to
23 Class members' safety and well-being;
- 24 • Uber's deceptive conduct resulted in profits and pecuniary
25 gain received from consumers, including Class members;
- 26 • Whether Class members are entitled to restitution under
27 Cal. Bus. & Prof. Code. §§17200-17203;
- 28 • 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.

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

1 284. Uber made intentional misrepresentations of fact to Jane Doe 1 and Jane Doe 2,
2 known by Uber to be false and substantially misleading, including that Uber would safely
3 transport Plaintiffs through Uber's driver agents, Abdullah and Miguel LNU. Uber made such
4 false representations after failing to screen the drivers in any meaningful way, thereby presenting
5 grave threats to Plaintiffs' safety and well-being.
6

7 285. Uber has engaged in and continues to engage in similar unlawful, fraudulent and
8 unfair practices, including by representing to the public and Class members that it provides safe
9 rides and adequately screens drivers when Uber knows that it fails to screen drivers in any
10 meaningful way, thereby presenting grave threats to Class members' safety and well-being.
11

12 286. Uber further fraudulently and unfairly misrepresented to Plaintiffs that Uber
13 would provide a safer ride home for Plaintiffs than had they driven home while intoxicated, and
14 that it had the ability to and would in fact accurately track the transport of Plaintiffs from where
15 they were picked up to their destinations. Uber has made and continues to make such false and
16 unfair representations to the public, including Class members.
17

18 287. Plaintiffs believe that Uber's fraudulent and deceptive conduct resulted in profits
19 and pecuniary gain received from consumers, including Class members.
20

21 288. The business acts and practices of Uber are unlawful, unfair and deceptive within
22 the meaning of the consumer protection statutes because, inter alia, Uber engaged in fraud by
23 intentionally misrepresenting that it provides safe rides and adequately screens drivers when
24 Uber knows that it fails to screen drivers in any meaningful way, thereby presenting grave threats
25 to Class members' safety and well-being, and otherwise engaged in acts that deceived, or were
26 likely to deceive the public.
27
28

1 289. As a direct and proximate result of Uber’s conduct, as set forth herein, Uber has
2 received ill-gotten gains and/or profits, including, but not limited to money. Therefore, Uber is
3 and was unjustly enriched.

4 290. Pursuant to Business & Professions Code § 17203, Plaintiffs and the Class request
5 restitution and/or restitutionary disgorgement of all sums, including profits, obtained in violation
6 of Business & Professions Code §§ 17200, *et seq.*

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

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

13
14
15 **SECOND CAUSE OF ACTION**
16 **(Violation of the Consumer Legal Remedies Act (“CLRA”),**
17 **Cal. Civ. Code § 1750, *et seq.*)**
18 ***On Behalf of Plaintiffs and Proposed Class Members***

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

21 294. Plaintiffs and each Class member is a consumer and Uber’s transportation
22 services are goods or services as those terms are defined in Cal. Civ. Code § 1761.

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

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

26 297. As detailed above, Uber has engaged in and continues to engage in business
27 practices in violation of Cal. Civ. Code § 1750, *et seq.* (the CLRA) by *inter alia*, actively
28

1 concealing and failing to warn passengers about the inadequacy of its background screening or
2 drivers, as well as its failure to monitor conduct of Uber drivers after hire.

3 298. Uber also misleads consumers about the safety of its transport by falsely
4 suggesting that it has the ability to, and in fact does, monitor passengers' transport during rides.

5 299. Uber also misleads passengers about the level of insurance that the Company has
6 that is applicable to cover passengers, the insurance Uber requires drivers to have, the insurance
7 coverage actually carried by drivers, as well as the circumstances in which Uber regularly
8 disclaims coverage.
9

10 300. Uber has actively concealed and failed to disclose this information knowing that
11 such information is material to a reasonable consumer's decision to use the app for transport, and
12 thereby misrepresented the safety of rides offered on the app.
13

14 301. Uber's business practices are unfair and/or deceptive and should be enjoined.

15 302. Uber has engaged in unfair or deceptive acts or practices intended to result in
16 consumers using the app to arrange transport and consumers agreeing to pay Uber for the ride in
17 violation of Cal. Civ. Code § 1770.
18

19 303. Uber knew and/or should have known that its concealment and/or omissions of
20 material fact concerning its safety representations to consumers, including its screening of
21 drivers, monitoring of drivers' conduct after hire, safety during transport, as well as applicable
22 insurance coverage, the were material and likely to mislead the public. Accordingly, Uber's
23 conduct alleged herein violates the CLRA, including Cal. Civ. Code §§ 1770(a)(7) and (a)(9).
24

25 304. As a direct and proximate result of Uber's conduct, as set forth herein, Uber has
26 received ill-gotten gains and profits. Therefore, Uber has been unjustly enriched.
27
28

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

11 313. As a direct and proximate result of the aforementioned conduct, Plaintiffs have
12 sustained and will sustain physical injury, pain and suffering, serious psychological and
13 emotional distress, mental anguish, embarrassment and humiliation.
14

15 314. As a direct and proximate result of the aforementioned conduct, Plaintiffs have
16 incurred medical expenses and other economic damages.
17

18 315. The conduct of Uber was engaged in with fraud, oppression and/or malice, and
19 was in conscious disregard of the rights and safety of others, including, but not limited to,
20 Plaintiffs herein, so as to warrant the imposition of punitive damages pursuant to Cal. Civ. Code
21 § 3294.
22

23 316. Accordingly, Plaintiffs are entitled to recovery against Defendant in an amount to
24 be determined at trial.
25
26
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28

PRAYER FOR RELIEF

1
2 WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against
3 Defendant, containing the following relief:

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

7
8 B. An injunction and order permanently restraining Defendant from engaging in such
9 unlawful conduct;

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

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

3 E. An award of punitive damages;

4 F. An award of costs that Plaintiffs have incurred in this action, as well as Plaintiffs'
5 reasonable attorneys' fees and expenses to the fullest extent permitted by law; and
6

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

8 **JURY DEMAND**

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

10 Dated: November 14, 2017
11 New York, New York

Respectfully submitted,

12 **WIGDOR LLP**

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Counsel for Plaintiffs

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 JANE DOE 1 and JANE DOE 2, on behalf of themselves individually and on behalf of a proposed Class of similarly-situated individuals

(b) County of Residence of First Listed Plaintiff Suffolk-Dade County, FL
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Jamie C. Couche, Esq. (SBN 252001), Anderson & Poole, P.C.
 601 California Street, Suite 1300, San Francisco, CA 94108
 (415) 956-6413

DEFENDANTS
 UBER TECHNOLOGIES, INC.

County of Residence of First Listed Defendant
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	1	1	Incorporated or Principal Place of Business In This State	4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	2	Incorporated and Principal Place of Business In Another State	5	5
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
110 Insurance	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury -Medical Malpractice	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	625 Drug Related Seizure of Property 21 USC § 881 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions	422 Appeal 28 USC § 158 423 Withdrawal 28 USC § 157 PROPERTY RIGHTS 820 Copyrights 830 Patent 835 Patent-Abbreviated New Drug Application 840 Trademark SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS-Third Party 26 USC § 7609	375 False Claims Act 376 Qui Tam (31 USC § 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced & Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes
120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment Of Veteran's Benefits 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 445 Amer. w/Disabilities-Employment 446 Amer. w/Disabilities-Other 448 Education	HABEAS CORPUS 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty OTHER 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee-Conditions of Confinement			
REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property					

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 28 U.S.C. § 1332
 Brief description of cause:
 Subject Matter Jurisdiction

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. **DEMAND \$** CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions): JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
 (Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 11/14/2017

SIGNATURE OF ATTORNEY OF RECORD

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)."
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: **federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. **Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: "the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated."

Date and Attorney Signature. Date and sign the civil cover sheet.