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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JANE DOE,

Plaintiff,

v.

UBER TECHNOLOGIES, INC.,

Defendant.

Case No.

COMPLAINT

JURY TRIAL DEMAND

Plaintiff Jane Doe, by and through undersigned counsel Walkup, Melodia, Kelly & Schoenberger, A Professional Corporation, as her Complaint against Defendant Uber Technologies, Inc. (“Uber,” the “Company” or “Defendant”), hereby alleges as follows:

PRELIMINARY STATEMENT

1. This action arises out of an incident that occurred on August 5, 2016, in Hennepin County, Minnesota. On that evening, Plaintiff Jane Doe was falsely imprisoned and then sexually assaulted and battered by an Uber driver named Abdel Jaquez aka Abdel Jaquel (hereafter “Jaquez”).

1 2. Plaintiff alleges that Defendant Uber, as a transportation company and common
 2 carrier, is directly liable for its negligent hiring, supervision, and retention of Jaquez, directly
 3 liable for its advertising misrepresentations holding out its transportation service as a safer
 4 alternative to taxis for women like Ms. Doe, and vicariously liable for Jaquez’ tortious conduct
 5 against Ms. Doe.

6 3. Since its inception in 2010, Uber has grown rapidly into a multi-billion dollar
 7 enterprise with operations worldwide. Uber’s phenomenal growth is due in large part to its lax
 8 hiring and security screening processes and evasion of regulations. At the same time, Uber has
 9 fraudulently marketed itself as a safer, better alternative to other methods of transportation,
 10 particularly targeting young women and intoxicated, late-night riders.

11 4. Uber’s conduct evidences a conscious attitude and corporate policy of “profits over
 12 people” characterized by a willful and knowing disregard of the rights and safety of others so base
 13 and contemptible as to be looked down on and despised by reasonable people.

14 **PARTIES**

15 5. Plaintiff Jane Doe is an adult woman who is a citizen of Minnesota and currently
 16 resides in Roseville, Minnesota, a suburb adjacent to both Minneapolis and Saint Paul.

17 6. Defendant Uber Technologies, Inc. is a Delaware Corporation with its principal
 18 place of business at 1455 Market Street, Fourth Floor, San Francisco, California 94103. Uber
 19 operates throughout the United States and internationally in approximately 555 cities including
 20 Minneapolis and Saint Paul.

21 **JURISDICTION AND VENUE**

22 7. The jurisdiction of this action arises under diversity of citizenship pursuant to 28
 23 U.S.C. § 1332. Plaintiff is a citizen of Minnesota. Defendant Uber Technologies, Inc. is a citizen
 24 of California. The amount in controversy exceeds \$75,000, exclusive of interest and costs.

25 8. The Court has personal jurisdiction over Defendant Uber Technologies, Inc.
 26 because it is headquartered in San Francisco, California and it conducts business in California.

27 9. Venue is proper as authorized pursuant to 28 U.S.C. § 1391(b)(1), as Defendant
 28 Uber Technologies Inc. is headquartered in, conducts business in, and resides in this district.

GENERAL ALLEGATIONS

I. DEFENDANT UBER TECHNOLOGIES, INC.

A. Background

10. Defendant Uber Technologies, Inc. (hereafter “Uber”) is a popular and rapidly expanding “transportation network company” whose digital smartphone application (hereafter “App”) allows people to order and pay for taxi rides through their phones. Since starting in San Francisco in June 2010, Uber has grown to operate in approximately 555 cities worldwide. The Company reported having over 160,000 regularly active drivers by the end of 2014. In October 2016, Uber’s CEO indicated that the company provides its services to over 40 million active riders monthly. A stock offering that year valued the Company at over \$60 billion.

11. Uber connects drivers and riders through a downloadable App called “Uber.” Individuals who have downloaded the App use it to make a transportation request. Uber matches the rider with an Uber driver who, also signed into the Uber App, picks up the rider and drives them to a destination. Uber chooses what information to provide to the drivers and when to provide it. Uber typically does not disclose the rider’s destination until the ride begins. App users must pay Uber for the ride with a credit card authorized through the App. Uber establishes the rate for a given ride (rates are variable depending on demand levels, promotional deals, and other factors), collects the fare, pays the driver a share of the fare collected, and retains the remainder. Uber drivers typically remain unaware of the total amount Uber collects for a particular ride.

12. To provide rides quickly and efficiently, Uber’s business model requires a large pool of drivers. To accomplish this, Uber solicits and retains tens of thousands of non-professional drivers. Uber markets to potential drivers on its website, where it states: “Uber needs a partner like you. Driver with Uber and earn great money...Get paid weekly just for helping your community of riders get rides around town.” After these drivers are hired by Uber, Uber makes the drivers available to the public to provide transportation services through its App.

13. In 2016, Uber provided more rides in the Twin Cities of Minneapolis/St. Paul than traditional taxis did.

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1 **B. Uber Is a Common Carrier**

2 14. Uber offers to carry and transport members of the general public, and holds itself
3 out to the public generally and indifferently to provide such services for profit.

4 15. Uber messaging and advertisements, from 2011 to 2014, contained the statement:
5 “Uber: Everyone’s Private Driver.” Thus Uber communicates that it is a prestigious transportation
6 company providing rides to all members of the public.

7 16. As of June of 2016, Uber had provided two billion rides to members of the public.
8 Because of Uber’s expansion, one billion of those rides had occurred in the first six months of
9 2016.

10 17. In 2016, Uber began offering rides in driverless cars in Pittsburgh and then San
11 Francisco. These computer-driven cars use the same dispatch service, same rate structure, and
12 same platform as used by the human-driven cars.

13 18. Uber is available to the general public through the App available for anyone to
14 download to a smartphone.

15 19. Uber policy prohibits drivers from refusing to provide services based on the rider’s
16 destination. By its own admission, “Uber provides safe, affordable rides around the clock—
17 regardless of where you live, where you’re going, or what you look like.”

18 20. By its own admission, “Uber complements existing transit systems,” and provides
19 rides to “parts of cities where taxis don’t go.”

20 21. Neither drivers nor riders are charged a fee to download the Uber App. Uber’s sole
21 source of revenue is from charges to riders for trips taken.

22 22. Uber charges customers standardized fees for car rides, setting its fare prices
23 without driver input. Drivers may not negotiate fares.

24 23. In 2015, Uber’s CEO stated that in San Francisco alone, its most mature market,
25 the Company’s revenue was three times larger than that of the local taxi market, in excess of \$500
26 million per year.

27 24. By its own admission, Uber wants to be available for “everyone.”

28 25. Uber requires drivers to accept all ride requests when logged into its App or else

1 face potential discipline.

2 26. Uber policy prohibits drivers from refusing to provide services based on race,
3 religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or
4 any other characteristic protected under relevant federal, state or local law.

5 27. Uber expects its drivers to comply with all relevant state, federal and local laws
6 governing the transportation of riders with disabilities, including transporting service animals.
7 Uber specially instructs its drivers on accessibility for riders with disabilities.

8 **C. Uber Employs Tens of Thousands of Drivers Who Lack Specialized Skills**

9 28. Uber's business model depends on having a large pool of non-professional drivers.

10 29. There are no specialized skills needed to drive for Uber. By its own admission,
11 "anybody" can drive for Uber if they meet the minimum requirements of being over 21 years of
12 age with a valid U.S. driver license, at least one year of driving experience in the U.S., and an
13 eligible four-door vehicle. Uber does not charge a fee for driver applications.

14 30. By its own admission, jurisdictions that have strict regulations on driver
15 qualifications make it difficult for Uber to hire enough drivers.

16 31. Uber controls its drivers' contacts with its customer base and considers its customer
17 list to be proprietary information.

18 32. Uber does not charge drivers a fee to receive notifications of ride requests mediated
19 through the Uber App.

20 33. Uber's fare prices for rides are set exclusively by the Company and its executives.
21 Drivers have no input on fares charged to customers. Drivers are not permitted to negotiate with
22 customers on fares charged. Uber retains the right and the ability to adjust charges to riders if the
23 Company determines that a driver took a circuitous route to a destination.

24 34. Uber processes the fare for each ride. It does not give the drivers information about
25 the amount of the fare charged to the riders. Uber then pays the drivers directly.

26 35. Uber provides auto insurance for drivers that do not maintain sufficient insurance
27 on their own. Insurance provided by Uber covers incidents occurring while a driver is connected
28 online with the Uber App, with coverage increasing when a rider is in the vehicle.

1 36. Uber provides its drivers with logo stickers for their windshield and rear window
2 and trains them that these stickers must be displayed in compliance with Minneapolis Code of
3 Ordinances 343.100.

4 37. Uber attempts to impose uniformity in the conduct of its drivers. Uber policy
5 mandates that all drivers:

- 6 a. Dress professionally;
- 7 b. Send the customers requesting rides a test message when the driver is 1-2
8 minutes away from the pickup location;
- 9 c. Keep the radio either off or on “soft jazz or NPR;”
- 10 d. Open the door for riders;
- 11 e. Pick up customers on the correct side of the street where the customer is
12 standing; and
- 13 f. In some cities, Uber requires drivers to display an Uber sign in the windshield.
- 14 g. Uber encourages drivers to offer breath mints and water to riders.

15 38. Uber retains a fee of approximately 20-30% of every ride charged to a customer.

16 39. Uber retains the right to terminate drivers at will, with or without cause. Drivers
17 who reject too many ride requests risk facing discipline including suspension or termination. Uber
18 also uses rider feedback to discipline or terminate drivers.

19 40. Uber processes and deals with customer complaints regarding drivers, and
20 maintains the driver rating system used by customers.

21 41. In some locations, Uber rewards active drivers that maintain a high acceptance rate
22 for ride requests, total number of hours online, total number of completed trips, and customer
23 rating by providing a “gross fare guarantee” that sets a specific hourly pay that drivers receive,
24 tantamount to a wage.

25 42. Uber at times also incentivizes drivers to remain employees by paying a minimum
26 rate of \$10-26 to log into the App, accept 90% of ride requests, complete one trip per hour, and be
27 online 50 out of 60 minutes. The result of such incentive programs is that drivers are guaranteed a
28 minimum amount of pay from Uber regardless of actual work performed, tantamount to a salary.

D. Systemic Deficiencies in Uber's Employment and Supervision of its Drivers

43. In order to become a driver for Uber, individuals apply through Uber's website. The application process is entirely online and involves filling out a few short forms and uploading photos of a driver's license, vehicle registration, and proof of insurance. Uber does not verify that the documents submitted are accurate or actually pertain to the applicant.

44. Uber does not verify vehicle ownership. Rather, it only requires that the vehicle is registered and is not more than ten years old.

45. Neither Uber nor its third party vendors require driver applicants to attend training classes on driving skills or using mobile Apps while driving.

46. Neither Uber nor its third party vendors require driver applicants to pass road vehicle tests or vision and hearing exams.

47. Uber is and has been aware that its security screening processes are insufficient to prevent incompetent and unsafe applicants from successfully registering as Uber drivers.

48. Uber lobbies state and local governments, including in Minneapolis and St. Paul, to limit regulations, including allowing Uber to conduct its own background checks of driver applicants instead of having municipalities perform the more stringent security screening applied to traditional taxi drivers. Uber has successfully persuaded lawmakers in several states, including Minnesota and California, to keep background check requirements for its drivers limited.

49. As a direct result of Uber's lobbying efforts, the Company largely self-enforces hiring standards for its drivers in the Minneapolis/St. Paul area. Where cities perform their own screening, such as Houston, Texas, hundreds of driver applicants approved by Uber are ultimately rejected.

50. Even where authorized to do so, however, Uber does not perform its own background checks. Rather, Uber generally outsources background checks of driver applicants to third party vendors that do not perform stringent background checks. The background checks run potential drivers' social security numbers through databases similar to those held by private credit agencies, which only go back for a period of seven years and do not capture all arrests and/or convictions. The background checks conducted by private companies for Uber do not require

1 fingerprinting for comparison against Department of Justice and Federal Bureau of Investigation
2 databases. Neither Uber nor the third party vendors it uses for background checks verifies that the
3 information provided by applicants is accurate or complete. The turnaround time for an Uber
4 background check is often under 36 hours.

5 51. The application process to become an Uber driver is simple, fast, and designed to
6 allow the Company to hire as many drivers as possible while incurring minimal associated costs.
7 Such cost saving, however, is at the expense of riders, especially female riders. Specifically, at no
8 time during the application process does Uber or its third party background check vendor, acting
9 on Uber's behalf, do any of the following:

- 10 a. Conduct Live Scan biometric fingerprint background checks of applicants;
- 11 b. Conduct in-person interview of applicants;
- 12 c. Verify vehicle ownership;
- 13 d. Conduct physical vehicle inspections;
- 14 e. Verify that social security numbers and other personal identification numbers
15 submitted in the application process in fact belong to the applicants;
- 16 f. Require applicants to attend training classes on driving skills;
- 17 g. Require applicants to attend training classes to prevent, harassment, including
18 sexual harassment of customers;
- 19 h. Require applicants to attend training classes to hone skills needed to safety use
20 mobile Apps while driving;
- 21 i. Require applicants to pass written examinations beyond basic "city knowledge"
22 tests;
- 23 j. Require applicants to pass road vehicle tests; and
- 24 k. Require applicants to pass vision and hearing exams.

25 52. In 2015 the District Attorney of San Francisco and the District Attorney of Los
26 Angeles filed a complaint alleging that individuals who passed Uber's security screening process
27 and were found driving for Uber had the following felony convictions: second degree murder;
28 lewd and lascivious acts against a child under the age of 14; sexual exploitation of children;

1 kidnapping for ransom with a firearm; assault with a firearm; grand theft; robber; identity theft;
2 burglary; and taking a vehicle without consent. In connection with the litigation, the San Francisco
3 District Attorney called background checks without fingerprinting “completely worthless.”

4 53. As a result of Uber’s deficient security screening, drivers who have been arrested,
5 charged, and/or convicted violent crimes, theft, armed robbery, DWI, driving with a suspended
6 license, and multiple moving violations successfully register as Uber driver and can and do get
7 matched with Uber ride requests through the Uber App, exposing riders to dangerous and
8 potentially violent situations without their knowledge.

9 54. In St. Paul, Minneapolis, some Uber drivers have been found to be driving without
10 a license.

11 55. Uber does not verify that the individual operating a vehicle is the individual
12 registered as an Uber driver. Thus, even if applicants do not pass the Uber security screening
13 process, it is still possible for such individuals to pick up Uber customers as ostensible Uber
14 drivers.

15 56. Uber does nothing to ensure that its drivers are not intoxicated or under the
16 influence of drugs or medication while providing transportation for Uber customers.

17 57. Uber does not limit the number of hours per day that a driver can be logged into its
18 App, thus creating a risk that drivers will continue accepting riders for extended periods, long after
19 ordinary fatigue and exhaustion makes it dangerous to riders and the public for them to continue
20 driving.

21 58. Uber does not verify whether its drivers are armed or concealing any weapons
22 when they pick up Uber customers.

23 59. Uber riders do not simply get into cars with strangers. Because of Uber’s deficient
24 security screening, its customers truly have no idea with whom they are riding.

25 60. Concerns about the threats Uber drivers pose to their riders are not merely
26 hypothetical, and this is well known to Uber and its executives. In the years 2015 and 2016 alone,
27 dozens of crimes committed by Uber drivers against their riders were reported, ranging from theft
28 to sexual assault, kidnapping, and rape. Uber drivers have also been reported driving drunk.

1 61. Uber has placed profits over safety by deliberately lowering the bar for drivers in
2 order to rapidly expand its network of drivers and thus its profits. This is a calculated decision by
3 senior executives to allow Uber to dominate the emerging rideshare market at the expense of
4 public safety.

5 62. Uber has accomplished its aggressive expansion by entering inviting people
6 without skills or experience to become Uber drivers, flouting licensing laws and vehicle safety and
7 consumer protection regulations, implementing lax hiring standards, and making it as easy as
8 possible for anyone to become and remain a driver.

9 63. Consistent with its policy of putting profits before public safety, Uber deliberately
10 focuses its hiring and retention efforts on branding and appearances, encouraging clean dress, and
11 encouraging drivers to offer water and mints to customers, while simultaneously avoiding rigorous
12 background checks and other efforts aimed at safety.

13 **E. Uber Fraudulently Markets Itself as a Safer, Better Alternative to Taxis**

14 64. Nevertheless, Uber has misled and continues to knowingly mislead the public about
15 the safety and security measures it employs to protect its rider customers. Despite the known
16 deficiencies in Uber’s security screening processes, Uber holds itself out to the public as “safe.”
17 Rather than inform riders of its security failures or correct the flaws, Uber presents itself to
18 customers as “a ride you can trust.”

19 65. Uber has misrepresented to its customers on its website that:

20 Wherever you are around the world, Uber is committed to
21 connecting you to **the safest ride on the road**. That means
22 setting the **strictest standards possible**, and then working
23 hard to improve them every day. The specifics vary
24 depending 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]

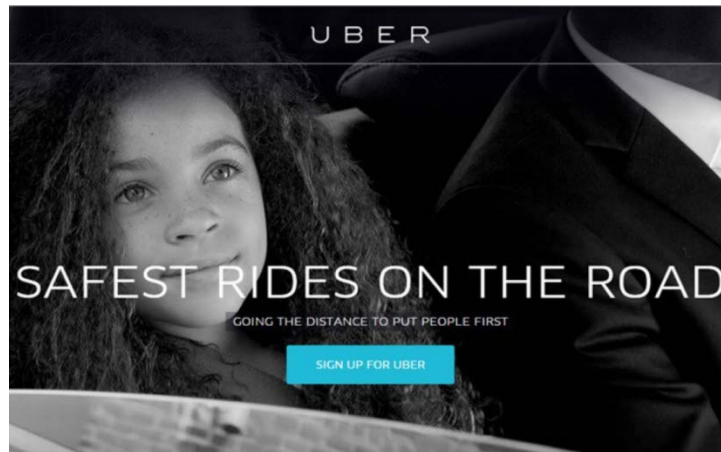
25 66. Uber has misrepresented to its customers on its website that:

26 “From the moment you request a ride to the moment you arrive, the
27 Uber experience has been designed from the ground up with your
safety in mind.”

28 67. Uber has actively fostered and successfully cultivated an image among its

1 customers of safety and superiority to public transportation and traditional taxis – which is
2 reflected in the very name of the Company itself.

3 68. Uber advertises that it is a safe transportation option for children, and offers them
4 the “Safest rides on the road.”



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13 69. Uber markets itself to users with the “hashtag” #LiveBetter.

14 70. Uber claims to “focus on rider safety before during and after every trip” when in
15 fact, in addition to the gaps in its security screening, Uber does not monitor most individual rides
16 in real time and does not ensure that the driver picking up an Uber customer is the registered Uber
17 driver.

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

23 72. Uber charges riders a \$1-1.50 fee per ride, which from 2013 to 2015 it
24 described to them as a “safe ride” fee used to provide “industry leading” background
25 checks and other safety measures. In 2016, Uber agreed to pay \$28.5 million to settle a
26 class action lawsuit over its fraudulent marketing of its security screening as “industry-
27 leading.”

28 73. Uber has not taken steps to correct its public image of safety. Instead,

1 because of Uber’s ongoing aggressive marketing, most Uber customers are generally
2 unaware of the real risks represented by Uber’s own drivers, and continue to believe a ride
3 with Uber is a safer and better alternative.

4 74. Though, in certain circumstances, an Uber ride can be less expensive than a
5 traditional taxi, Uber rides are often more expensive. This is true in part because of a
6 practice called “surge pricing,” in which Uber unilaterally increases its fees by a multiplier
7 based on demand conditions. While intended to ensure that rides go to those who need
8 them most, in effect surge pricing ensures that rides during peak hours go to those willing
9 to pay the most. The overall effect is to contribute to Uber’s connotation with cachet.

10 75. Riders, such as plaintiff, reasonably rely on Uber’s representations and
11 promises about its safety and security measures including driver screening and background
12 check procedures. Uber’s riders choose to utilize Uber’s service as a result of this reliance.

13 **F. Uber’s Marketing Targets Intoxicated Female Riders**

14 76. As part of marketing itself as a better, safer alternative, Uber particularly targets the
15 market of intoxicated, late night riders, especially women. By its own admission, Uber’s “rush
16 hour starts just after last call at bars.”



25 77. In 2015, Uber released a report with Mothers Against Drunk Driving (“MADD”)
26 that states “The Uber app was created to ensure reliable access to safe rides.” The report goes on
27 to state that, with Uber, intoxicated persons can find “a safe, reliable ride home” that is “always
28 within reach.”

1 78. Uber does not inform its riders that hailing a ride after drinking also puts those
2 same riders at peril from the Uber drivers themselves. The safe and stylish image Uber
3 aggressively cultivates suggests to its customers that riding while intoxicated with Uber is safer
4 than doing the same with a traditional taxi. By marketing heavily to young women who have been
5 drinking, while claiming that rider safety is its top priority, Uber is actually putting its female
6 customers at grave risk.

7 79. Uber particularly markets itself as a safer transportation alternative for women.
8 Uber's website and marketing contains numerous pictures of smiling women entering and exiting
9 vehicles, who are meant to appear "safe."



16 RIIDE > SAFETY

17 **Trip safety**
18 Our commitment to riders

19 Uber is dedicated to keeping people safe on the road. Our technology
20 enables us to focus on rider safety before, during, and after every trip.



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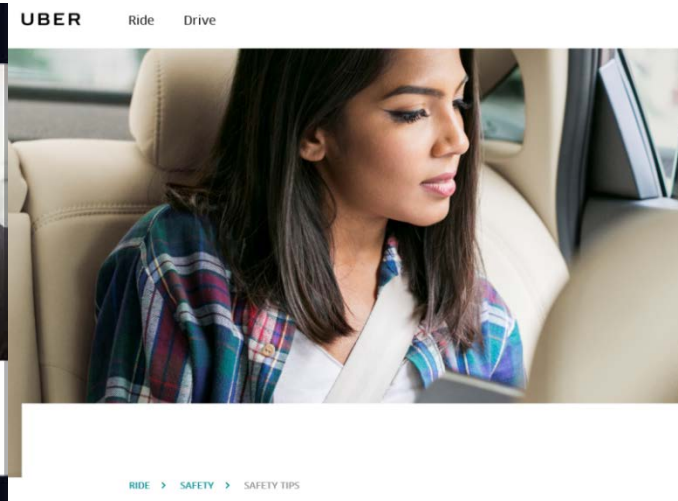


UBER Ride Drive Cities

Safe rides, safer cities
Going the distance for everyone on the road



Riders and Drivers
A ride you can trust



1 80. Uber knew that its representations and promises about rider safety were false and
2 misleading, yet continued to allow its riders to believe in the truth of its representations and
3 promises, and to profit from its riders' reliance on such representations and promises.

4 **G. Uber Knew Its Representations About Safety Were False, and Knew that Its**
5 **Hiring Processes Were Deficient**

6 81. Sexual assaults by Uber drivers against passengers are not isolated or rare
7 occurrences. They are part of a pattern of heinous, but avoidable, attacks.

8 82. Upon information and belief, over thirty different sexual assaults by Uber drivers
9 against Uber passengers have been reported in the media in the last two years alone. On
10 information and belief, due to general underreporting of sexual crimes, these media-reported
11 assaults represent only a small fracture of the number of actual sexual assaults that are perpetrated
12 by Uber drivers against riders.

13 **II. JANE DOE**

14 83. Jane Doe resides in Roseville, Minnesota.

15 84. Ms. Doe began using Uber on occasion in approximately 2013, after becoming
16 persuaded that Uber was a safe, high-quality car service. She gained this impression from Uber
17 advertising, and from her experience taking Uber rides with friends who already had the Uber
18 App. She rode in cars decorated with Uber logos and trade dress, and was impressed by the
19 deliberate appearance, which Uber had cultivated, that these were high-end, clean cars, driven by
20 professional Uber drivers.

21 85. From 2013 through 2016, Ms. Doe saw numerous Uber advertisements
22 representing that Uber offered safer and cleaner rides than taxis provided, and that it was a safe
23 and reliable option for female passengers. She saw these advertisements, including the
24 advertisements described hereinabove (or advertisements very similar to them). She was exposed
25 to this advertising in a variety of ways, including through Uber's emails to her, and via
26 advertisements on her home page that would pop up in the mornings at work.

27 86. Ms. Doe and her female friends relied on Uber's advertisements regarding safety,
28 professionalism, and reliability in choosing to ride with Uber on a repeat basis.

1 87. On the evening of August 5, 2016, Ms. Doe was with two of her friends, one of
2 whom hailed a ride through the Uber App. At approximately 8:55 p.m. Uber driver Jaquez picked
3 up Ms. Doe and her friends. They saw Uber logo stickers on his vehicle. Jaquez was well dressed
4 and his car was clean. They got into his vehicle based on their understanding that he was a
5 professional driver, that he was an Uber employee acting on Uber’s behalf, and that he was vetted
6 by Uber and held to what they believed were Uber’s high standards of safety and professionalism.

7 88. Unbeknownst to Ms. Doe and her friends, Jaquez had a record of moving
8 violations. On information and belief, he also had a prior criminal record of a sexual crime against
9 another woman, which would have been revealed by a detailed fingerprint-based background
10 check of the type conducted regularly within the taxi industry.

11 89. Jaquez transported Ms. Doe and her friends to their destination at a brewery in
12 Minneapolis, Minnesota. During the fourteen-minute drive, Jaquez and all three women engaged
13 in friendly and flirtatious conversation. At the conclusion of this ride, Jaquez exchanged phone
14 numbers with Ms. Doe and her friends so that, when they were ready to leave the brewery, they
15 could take an Uber ride to their next destination.

16 90. When Ms. Doe and her friends were finished eating and drinking at the brewery,
17 they contacted Jaquez and requested transport to a second bar, also in Minneapolis, Minnesota.
18 Ms. Doe and one friend rode with Jaquez to the second bar. It was their understanding that Uber
19 was continuing to charge them for this second ride via the Uber App. It was also their
20 understanding that Jaquez continued to act as an Uber employee, on the clock, and that his status
21 during the second ride was no different than it had been during the first ride.

22 91. During this second ride, Ms. Doe was in the front passenger seat, and was playing
23 music via the vehicle’s auxiliary cord. Again, Ms. Doe and her friend engaged in friendly and
24 flirtatious conversation with Jaquez. As Ms. Doe and her friend were exiting the car, Ms. Doe
25 realized she had left her phone plugged into the Uber car. She let her friend enter the bar ahead of
26 her while she retrieved her phone.

27 92. When Ms. Doe was alone with him, driver Jaquez complimented and attempted to
28 kiss her. She explained to him that she was not interested. He responded “shut the [profanity]

1 door” and hit the gas, driving forward with Ms. Doe partially in the car. Jaquez drove to the end of
2 the block, then pulled over in an isolated and dark stretch of roadway. He climbed on top of Ms.
3 Doe, forcibly kissing and groping her. Ms. Doe was terrified and shocked. She kept repeating:
4 “Please let me go. I don’t want to do this.” Jaquez attempted to remove her clothing, tearing a
5 button off her shirt. He gained access to and assaulted her breasts. He attempted to undress her
6 further, but discovered that she was wearing a body-suit style shirt that made it difficult to do so.

7 93. Ms. Doe managed to wrench herself away from Jaquez’ grip. She exited the car,
8 and ran in high heels to the bar where her friends were. She immediately told them that the Uber
9 driver had attempted to rape her.

10 94. While thinking she was taking the “safest ride on the road,” in reality Plaintiff Jane
11 Doe was subjected to harrowing and traumatic sexual violence at the hands of her Uber driver.

12 95. Ms. Doe had visible bite marks to her lip, scratches and bruising to her arm, and a
13 button missing from her shirt after the incident.

14 96. Since the incident, Ms. Doe has been treating with a therapist for anxiety,
15 depression, feelings of guilt, and suicidal ideation resulting from the sexual assault.

16 97. Ms. Doe reported Jaquez’ sexual assault to the police, and also to Uber. Despite
17 this report, on information and belief, Jaquez remains an authorized Uber driver to the present
18 time.

19 **III. UBER’S TERMS & CONDITIONS ARE NOT BINDING ON PLAINTIFF.**

20 98. When a prospective customer downloads the Uber App to her phone, she is
21 directed to a screen promising “Safe, reliable rides in minutes.” The registration process can be
22 completed without opening or viewing the Terms and Conditions.

23 99. At no point in time did Ms. Doe assent to or agree to the Terms and Conditions to
24 the Uber App.

25 100. At no point did the App require that she view the Terms and Conditions.

26 101. At no point did the App require that she open an electronic link to the Terms and
27 Conditions, nor did the App make it appear that there was a link she could follow to read the
28 Terms and Conditions.

1 102. At no point was Ms. Doe asked to affirm that she had read the Terms and
2 Conditions.

3 103. The full Terms and Conditions were never mailed, emailed, or otherwise provided
4 to Ms. Doe.

5 104. The Terms and Conditions are deliberately hidden, and extraordinarily difficult to
6 access, navigate, and read should a rider wish to find them.

7 105. Uber claims that it retains the exclusive right to unilaterally change the Terms and
8 Conditions. It includes a provision in its Terms and Conditions that contractual changes are
9 effective once posted on its website.

10 106. Ms. Doe was not provided conspicuous notice of the existence of applicable
11 contract terms when she downloaded the App.

12 107. Ms. Doe was not required to, nor did she, review any applicable contract terms.

13 **FIRST CAUSE OF ACTION**
14 **(NEGLIGENCE, NEGLIGENT HIRING, NEGLIGENT SUPERVISION, AND**
NEGLIGENT RETENTION)

15 108. Plaintiffs allege and reassert all of the preceding paragraphs as if fully set forth
16 herein.

17 109. Uber owed Plaintiff and the general public a duty of reasonable care in the hiring,
18 training, and supervision of its drivers.

19 110. Uber breached that duty of care in the hiring, retention, and/or supervision of
20 Jaquez.

21 111. Jaquez was unfit and incompetent to perform the work for which he was hired.

22 112. Uber knew or should have known at that Jaquez was unfit and incompetent and that
23 this unfitness and incompetence created a particular risk to others.

24 113. Jaquez's unfitness and incompetence harmed Plaintiff and Uber's negligence in
25 hiring, supervising, and retaining Jaquez was a substantial factor in causing that harm.

26 114. Uber's negligence in hiring, supervising, and retaining Jaquez was perpetrated with
27 fraud, oppression and/or malice, and was in conscious disregard of the rights and safety of others
28 including Plaintiff, such as to warrant the imposition of punitive damages pursuant to California

1 Civil Code section 3294.

2 **SECOND CAUSE OF ACTION**
3 **(FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT, FALSE**
4 **PROMISE)**

5 115. Plaintiff alleges and reasserts all of the preceding paragraphs as if fully set forth
6 herein.

7 116. Uber made false representations and false promises that harmed Plaintiff Jane Doe.

8 117. Uber falsely represented to Jane Doe that it provided a safe alternative to driving at
9 night after drinking. Uber represented that its drivers were properly screened and were safe. Uber
10 promised that it was better and safer than a taxi or public transit. Uber promised Jane Doe the
11 safest ride possible.

12 118. Uber falsely represented to Jane Doe that its rides were safe and that its drivers
13 were safe.

14 119. Uber knew these representations were false and intended on customers like Jane
15 Doe to rely on them.

16 120. Uber knew that its security screening was deficient, that its background checks
17 were below industry standards, and that its drivers were not trained or supervised, or given sexual
18 harassment and abuse standards. Uber knew that numerous women had been assaulted by Uber
19 drivers. Uber knew that it was not safe for intoxicated women to get into cars with its drivers.
20 Uber intentionally concealed these facts, and deliberately represented the opposite – that its drivers
21 offered the safest options for solo, intoxicated women seeking late night transportation.

22 121. Jane Doe reasonably relied on Uber's misrepresentations in riding with Jaquez,
23 and her reliance on Uber's misrepresentations were a substantial factor in causing her harm. If
24 Jane Doe had known the facts Uber concealed about its service, its security screening, and its
25 drivers, she would not have accepted a ride with Jaquez. Uber failed to provide Jane Doe with a
26 safe ride.

27 **THIRD CAUSE OF ACTION**
28 **(NEGLIGENT MISREPRESENTATION)**

122. Plaintiff alleges and reasserts all of the preceding paragraphs as if fully set forth

1 herein.

2 123. Uber had no reasonable grounds for believing the false representations it made to
3 Jane Doe regarding safety and reliability of its service were true. Nevertheless, Uber intended that
4 customers including Jane Doe rely on its representations in choosing Uber over other
5 transportation services and options.

6 124. Jane Doe reasonably relied on Uber's misrepresentations in riding with Jaquez, and
7 her reliance on Uber's misrepresentations were a substantial factor in causing her harm. If Jane
8 Doe had known the facts Uber concealed about its service, its security screening, and its drivers,
9 she would not have accepted a ride with Jaquez. Uber failed to provide Jane Doe with a safe ride.

10 **FOURTH CAUSE OF ACTION**
11 **(BATTERY)**

12 125. Plaintiff alleges and reasserts all of the preceding paragraphs as if fully set forth
13 herein.

14 126. On or about August 5, 2016, Jaquez was acting as an employee of Uber, within the
15 course and scope of that employment. As described hereinabove, Uber controlled all details of his
16 work. In fact, as demonstrated by Uber's roll-out of "driverless" (computer-driven) cars, Jaquez'
17 role in Uber's transportation company was interchangeable with a robot. Uber controlled all facets
18 of payment, payment processing, rate-setting, customer communications, feedback, branding,
19 advertising, logos, and uniformity among drivers. Jaquez' work did not require specialized skill.
20 He could be terminated at any time, on Uber's terms.

21 127. On or about August 5, 2016, Jaquez was also Uber's apparent agent. Uber had
22 intentionally created the impression that Jaquez was its agent – via its advertising, its app that
23 assigned Plaintiff to an Uber driver, and via the logos on Jaquez' vehicle. Uber knew that Plaintiff
24 and other members of the public would not simply accept rides from strangers, but were only
25 willing to accept rides from drivers employed and vetted by Uber.

26 128. Uber is liable for the actions of its agents and employees directly and under the
27 doctrine of *respondeat superior*. Uber is a common carrier who must carry passengers safely. As a
28 common carrier, Uber is vicariously liable for its employees' and agents' intentional and negligent

1 torts, whether or not such acts were committed within the scope of employment. Common carriers
2 must use the highest care and vigilance of a very cautious person. They must all do that human
3 care, vigilance and foresight reasonable can do under the circumstances to avoid harm to
4 passengers. While a common carrier does not guarantee the safety of its passengers, it must use
5 reasonable skill to provide everything necessary for safe transportation, in view of the
6 transportation used and practical operation of the business. Uber breached its duty of care in its
7 actions towards Plaintiff.

8 129. Ms. Doe reasonably believed that Jaquez was Uber's agent, acting on Uber's behalf
9 at all times during their interactions. In reliance on this belief, she accepted two rides from
10 Jaquez, resulting in her injuries.

11 130. The violent acts, including sexual touching, that Jaquez committed against Plaintiff
12 incidental to and while he was performing his job duties, amounted to a series of harmful and
13 offensive contacts and touchings of Plaintiff's person, all of which occurred intentionally without
14 Plaintiff's consent.

15 131. Jaquez touched Plaintiff with the intent to harm or offend her in violation of her
16 reasonable personal dignity.

17 132. Plaintiff did not consent to the touching.

18 133. Plaintiff was harmed and offended by Jaquez' conduct and any reasonable person
19 in Plaintiff's situation would have been offended by that conduct.

20 134. As a direct and proximate result of the aforementioned conduct, Plaintiff has
21 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
22 humiliation, and emotional distress.

23 135. As a direct and proximate result of the aforementioned, Plaintiff has incurred
24 economic damages, including past and future therapy and medication expenses.

25
26 **FIFTH CAUSE OF ACTION**
(ASSAULT)

27 136. Plaintiff alleges and reasserts all of the preceding paragraphs as if fully set forth
28 herein.

1 137. The violent acts, including sexual assaults, that Jaquez committed against Plaintiff
2 incidental to and while he was performing his job duties, amounted to a series of events creating a
3 reasonable apprehension in Plaintiff of immediate harmful and offensive contact to her person in
4 violation of her reasonable sense of personal dignity, all of which was done intentionally and
5 without Plaintiff's consent.

6 138. Jaquez acted, intending to cause harmful and offensive contact, such that Plaintiff
7 reasonably believed that she was about to be touched in a harmful and offensive manner.

8 139. Jaquez threatened to touch Plaintiff in a harmful and offensive manner such that it
9 reasonably appeared to Plaintiff that Jaquez was about to carry out the threat.

10 140. Plaintiff did not consent to Jaquez conduct.

11 141. Plaintiff was harmed and Jaquez' conduct was a substantial factor in causing that
12 harm.

13 142. As a direct and proximate result of the aforementioned conduct, Plaintiff has
14 sustained and will sustain the damages set forth hereinabove.

15
16 **SIXTH CAUSE OF ACTION**
(FALSE IMPRISONMENT)

17 143. Plaintiff alleges and reasserts all of the preceding paragraphs as if fully set forth
18 herein.

19 144. Defendant's employee, Jaquez, incidental to and while carrying out his job duties
20 and other acts authorized by Uber, refused to let Plaintiff exit his car. As a result, Plaintiff was
21 confined in his car against her will for a significant period of time.

22 145. Jaquez intentionally deprived Plaintiff of her freedom of movement by use of
23 physical barriers, force, threats of force, and menace.

24 146. The confinement compelled Plaintiff to stay in the car for some appreciable time
25 against her will and without her consent.

26 147. The confinement compelled Plaintiff to stay in the car and to therefore be conveyed
27 elsewhere for some appreciable time against her will and without her consent.

28 148. Plaintiff was harmed by Jaquez' conduct.

1 149. As a direct and proximate result of the aforementioned conduct, Plaintiff has
2 sustained and will sustain the damages set forth hereinabove.

3 **SEVENTH CAUSE OF ACTION**
4 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

5 150. Plaintiff alleges and reasserts all of the preceding paragraphs as if fully set forth
6 herein.

7 151. Defendant's employee, Jaquez, incidental to and while carrying out his job duties
8 and other acts authorized by Uber, confined Plaintiff in his car against her will and then sexually
9 attacked her without her consent. Jaquez' conduct toward Plaintiff was so extreme and outrageous
10 as to exceed the bounds of decency in a civilized society.

11 152. Jaquez abused a position of physical and apparent power, where he had Plaintiff at
12 his mercy in his car, to torment her.

13 153. Jaquez knew his conduct was likely to result in harm and mental distress.

14 154. Jaquez intended to and did intentionally or recklessly cause Plaintiff to suffer
15 severe emotional distress.

16 155. As a direct and proximate result of the aforementioned conduct, Plaintiff has
17 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
18 humiliation, and emotional distress.

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

21 **PRAYER FOR RELIEF**

22 A. For noneconomic damages according to proof at trial;

23 B. For economic damages according to proof at trial;

24 C. For costs of suit and attorneys' fees to the fullest extent permitted by law;

25 D. For pre-judgment and post-judgment interest according to law;

26 E. For punitive and exemplary damages;

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28 F. For such other and further relief as the Court may deem proper.

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Dated: February 23, 2017

WALKUP, MELODIA, KELLY & SCHOENBERGER

/s/ Sara M. Peters
SARA M. PETERS
JOSEPH NICHOLSON
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: February 23, 2017

WALKUP, MELODIA, KELLY & SCHOENBERGER

/s/ Sara M. Peters

SARA M. PETERS

JOSEPH NICHOLSON

Attorneys for Plaintiff