

1 Elizabeth J. Cabraser (CA Bar No. 83151)  
 Lexi J. Hazam (CA Bar No. 224457)  
 2 Tiseme G. Zegeye (CA Bar No. 319927)  
 Clare D. Perez (CA Bar No. 363027)  
 3 LIEFF CABRASER HEIMANN & BERNSTEIN  
 275 Battery Street, 29th Floor  
 4 San Francisco, CA 94111  
 Telephone: (415) 956-1000  
 5 Facsimile: (415) 956-1008  
 ecabraser@lchb.com  
 6 lhazam@lchb.com  
 tzegeye@lchb.com  
 7 cdperez@lchb.com

8 *Attorneys for Plaintiff Jane Doe (LCHB001)*

9  
 10 UNITED STATES DISTRICT COURT  
 11 NORTHERN DISTRICT OF CALIFORNIA  
 12 SAN FRANCISCO DIVISION

13 Plaintiff Jane Doe (LCHB001),

CASE NO. 3:26-cv-2217

14 *Plaintiff,*

15 v.

**COMPLAINT (JURY TRIAL DEMANDED)**

16 Lyft, Inc., a Delaware Corporation; and  
 17 Does 1 through 50, Inclusive

18 *Defendants.*

19  
 20 Plaintiff Jane Doe (LCHB001) by and through her undersigned counsel, makes the following  
 21 Complaint against Defendants Lyft, Inc., a Delaware corporation (individually “Lyft”), and Does 1–50,  
 22 inclusive (collectively “Lyft” or “Defendants”).  
 23  
 24  
 25  
 26  
 27  
 28

**NATURE OF THE ACTION**

1  
2 1. Plaintiff was verbally harassed, battered, and sexually assaulted by a Lyft driver whom she  
3 had been paired with through the Lyft App. Lyft is vicariously liable for the injuries its driver inflicted on  
4 Plaintiff. In addition, abandoning its heightened duty of care towards its passengers, Lyft contributed to and  
5 was the cause of Plaintiff’s injuries through its own acts and omissions detailed here within.

6 2. Lyft prioritizes profits over passengers, with conscious disregard for the rights and safety of  
7 Lyft passengers, particularly female Lyft passengers.

8 3. Lyft is a transportation company headquartered in San Francisco, California. As early as  
9 2015, Lyft became aware that Lyft drivers were physically and sexually assaulting and raping passengers,  
10 especially female passengers. In the decade since, those driving for Lyft have continued to sexually assault,  
11 harass, kidnap, physically assault, rape, or otherwise attack Lyft’s passengers. Complaints to Lyft by  
12 passengers who have been attacked by Lyft drivers, combined with subsequent criminal investigations by  
13 law enforcement, clearly establish that Lyft has been fully aware of these continuing attacks by sexual  
14 predators driving for Lyft. Lyft’s response to these ongoing sexual assaults by Lyft drivers has been  
15 shockingly inadequate and has put the lives and well-being of its customers, especially female passengers, at  
16 grave risk.

17 4. While Lyft has, in recent years, publicly acknowledged this sexual-assault crisis—including  
18 the publication of Lyft’s Safety Transparency Report in 2021 and 2024—Lyft has failed to implement basic  
19 safety measures necessary to prevent these serious physical and sexual assaults, which continue to occur to  
20 this day.

21 5. Lyft continues to hire drivers without performing adequate background checks. Lyft  
22 continues to allow culpable drivers to keep driving for Lyft. Lyft has failed to adopt and implement  
23 reasonable driver monitoring procedures and interventions designed to ensure the safety of its passengers.  
24 As a result, Lyft passengers continue to be victims of sexual assaults by Lyft drivers.

25 6. As more fully set forth below, Plaintiff was harassed and assaulted by a Lyft driver who  
26 Plaintiff was led to believe would give her a safe ride to her destination. Instead, the Lyft driver verbally  
27 harassed the Plaintiff and touched his genitalia throughout the ride, and battered and sexually assaulted the  
28 Plaintiff when she tried to exit the vehicle. Plaintiff has suffered immense trauma and emotional distress as

1 a result of the Lyft driver’s assault, and sadly the same has happened to thousands of others merely trying to  
2 obtain a safe ride.

3 7. The Lyft ride at issue was ordered by Plaintiff through the ride-sharing software application  
4 owned and controlled by Lyft (the ”Lyft App”).

5 8. At all relevant times Lyft operated and controlled the Lyft App.

6 9. The Lyft driver, while in the course and scope of his employment for Lyft and while  
7 otherwise working on behalf of Lyft, harassed, battered, and assaulted Plaintiff as more fully set forth  
8 below.

9 10. Plaintiff brings this civil action against Lyft to recover damages for the injuries she suffered  
10 as a result of being harassed and assaulted by the Lyft driver during a Lyft ride, as well as appropriate  
11 injunctive or equitable relief to protect Plaintiff and passengers like her.

12 **PARTIES**

13 11. Plaintiff Jane Doe (LCHB001) is over the age of 18 and is a resident of Nevada. The assault  
14 described below took place in the State of California.

15 12. Plaintiff files this action under a pseudonym because, as a survivor of sexual assault, she  
16 needs anonymity to protect her privacy in this sensitive and highly personal matter. Plaintiff respectfully  
17 requests that this Court grant her motion to proceed anonymously pursuant to Federal Rule of Civil  
18 Procedure 26(c), to be filed subsequently, and ensure that Defendants keep her identity confidential  
19 throughout the pendency of the lawsuit and thereafter. As set forth in that motion, disclosure of Plaintiff’s  
20 full name would expose her to stigmatization, invade her privacy and make her vulnerable to retaliation. For  
21 these reasons, Plaintiff’s need for anonymity outweighs both the prejudice to Defendants, if any, and the  
22 public’s interest in knowing her identity. Counsel for Plaintiff will inform Defendants of Plaintiff’s true  
23 name and the circumstances surrounding these causes of action. Plaintiff further anticipates seeking  
24 concurrence from Defendants for entry into a protective order to prevent the unnecessary disclosure of  
25 Plaintiff’s real name in the public record.

26 13. Defendant Lyft, Inc. is a Delaware corporation with its corporate headquarters, principal  
27 office, and principal place of business at 185 Berry Street, San Francisco, California.

28 14. The true names and capacities, whether individual, plural, corporate, partnership, associate,

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

9 15. Plaintiff is informed and believes, and on that basis alleges, that at all relevant times, each  
10 Defendant was the agent, servant, licensee, employee, assistant, consultant, or alter ego of each other  
11 Defendant, and was at all relevant times acting within the course and scope of said relationship when  
12 Plaintiff was injured.

13 16. Plaintiff is informed and believes that each Defendant, when acting as a principal, was  
14 negligent in the selection, hiring, supervision, or retention of each other Defendant as an agent, servant,  
15 employee, assistant, or consultant.

16 17. Plaintiff is further informed and believes, that at all relevant times, each Defendant, through  
17 its officers, directors, supervisors and managing agents, and each individual Defendant, had advance  
18 knowledge of the wrongful conduct, psychological profile, and behavior propensity of said agents, servants,  
19 licensees, employees, assistants, consultants, and alter egos, and allowed said wrongful conduct to occur and  
20 continue to occur, thus ratifying said wrongful conduct, and, after becoming aware of their wrongful  
21 conduct, each Defendant by and through its officers, directors, supervisors, and managing agents, and each  
22 individual Defendant, authorized and ratified the wrongful conduct that injured Plaintiff.

23 18. Defendants are liable for the acts of each other through principles of respondeat superior,  
24 agency, ostensible agency, partnership, alter-ego, and other forms of vicarious liability.

25 19. The Lyft driver who perpetrated the assault described herein ("Lyft driver") was an agent,  
26 servant, and employee of Lyft.

27 20. Defendants are liable for the acts of the Lyft driver through principles of respondeat superior,  
28 agency, ostensible agency, partnership, alter-ego, and other forms of vicarious liability.

**JURISDICTION AND VENUE**

21. The Court has subject matter jurisdiction under 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and it is between citizens of different states.

22. Venue is proper in this Court under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district.

23. All corporate decision-making with respect to passenger safety issues is centered at Lyft’s corporate headquarters in San Francisco. All executive decision making by Lyft regarding hiring policies, handling of complaints regarding drivers, driver termination policies, training of drivers, supervision of drivers, and standard operating procedures relating to drivers occurred in San Francisco.

24. All executive decision making on the part of Lyft regarding its marketing campaigns and representations to passengers regarding its safety occurred in San Francisco.

25. Lyft’s contract with Lyft customers specifies that the agreement should be governed by California law.

**FACTUAL BACKGROUND**

**A. The Lyft App and Business Model**

26. Lyft is a transportation network company in the business of providing ground transportation to its customers through an online mobile-enabled application (hereinafter the “Lyft app”).<sup>1</sup>

27. The Lyft app connects persons seeking to procure transportation (hereinafter “customers,” “passengers,” “riders,” or “users”) with persons who use their personal vehicles to provide transportation in exchange for compensation (hereinafter “drivers,” or “employees”). Users pay for transportation (or “rides”) through the Lyft app. Drivers are compensated by Lyft through the driver version of the Lyft app. Both versions of the app connect to the same website, which is Defendant Lyft’s website.

28. The Lyft application is a mass-produced, mass-marketed mobile application which is a self-contained computer program or software package that users obtain by purchasing or downloading from various online stores, including the Apple Store or Google Play Store. Lyft designs, develops, manufactures, and controls all aspects of the Lyft app, including the functionalities of the Lyft app that are—or are not—

---

<sup>1</sup> Two versions of the Lyft app are available: one for riders and one for drivers. When logged into the customer version of the app, a person can request a ride. When logged into the driver version of the app, registered Lyft drivers are notified of requested rides which they can then accept and receive compensation for providing, as described herein.

1 available to users, including matching riders with drivers. Lyft made affirmative technological design  
2 choices to include the functionalities that it did in its design of the Lyft app and not to implement other  
3 functionalities, such as automatic GPS alerts, automatic ride video recording, and until 2024, gender  
4 matching options.

5 29. When users arrange transportation with the Lyft app, they input their destination and request  
6 a driver. The Lyft app then matches the user with a nearby driver, using an algorithm, who passengers  
7 expect to take them safely to their destination. Yet, as Lyft knows, this does not happen for thousands of  
8 Lyft passengers who have been sexually assaulted during Lyft rides.

9 30. Lyft drivers must be logged onto the Lyft app and indicate their ability to provide rides to be  
10 matched with a rider. When a driver is alerted to a request for a ride, they may then “accept” the ride by  
11 manually interfacing with the Lyft app. Drivers are required to “accept” rides when they are logged into the  
12 Lyft app; drivers who do not “accept” enough rides when logged into the Lyft app risk adverse employment  
13 impacts.

14 31. The Lyft app collects and maintains data on its users over time, which factor into Lyft’s  
15 algorithm. During the course of a given Lyft ride, the Lyft app has the capability to—and does—collect  
16 additional data, including but not limited to GPS data.

17 32. Lyft’s business model is dependent on having enough drivers available to keep up with  
18 customer demand. However, there is extremely high turnover amongst Lyft drivers due to, in part, bad pay.

19 33. Consequently, Lyft’s business model prioritizes hiring new drivers at a high rate without  
20 adequate screening, background checks, and supervision, and places a diminished focus on removing drivers  
21 who exhibit behaviors that pose or signal risks to customers. In doing so, Defendant Lyft has chosen to  
22 compromise customer safety, including the safety of Plaintiff. That is why Lyft corporate management has  
23 made deliberate decisions to adopt inadequate initial screening procedures, inadequate safety monitoring,  
24 and has failed to warn passengers of the dangers of riding with Lyft.

25 34. Even today, the hiring of Lyft drivers occurs without any real screening. Potential drivers  
26 merely fill out a form online. There is no interview either in person or through online platforms such as  
27 Zoom. There is no adequate background check and no biometric fingerprinting. Almost all online applicants  
28 become drivers.

1 35. Once a Lyft applicant becomes a driver, Lyft fails to utilize its own technology, including in-  
2 car cameras and GPS tracking, to ensure that drivers keep the camera running during the entire ride and that  
3 the driver remains on course to the passenger's destination. Lyft does not have a zero-tolerance policy for  
4 sexual misconduct and has allowed drivers who have been reported for misconduct to continue driving.

5 36. Lyft does not require non-harassment training, nor does it adequately investigate passenger  
6 complaints of sexually inappropriate behavior or sexual assaults. Shockingly, a chatroom of rideshare  
7 drivers exists where they openly discuss and brag about the access that they have to "hot" young women.  
8 Notwithstanding Lyft's history of hiring sexual predators who have assaulted Lyft passengers, and  
9 notwithstanding the obvious and open subculture of Lyft drivers who harbor a sexual motivation for driving  
10 passengers, Lyft does nothing to warn its passengers about this very serious and real danger.

11 **B. Lyft Controls Its Drivers and Their Work**

12 37. Lyft drivers in general, and the Lyft driver that sexually assaulted Plaintiff, have no control  
13 over the value of their services.

14 38. Lyft executives unilaterally set the base fare, time fare, distance fare, wait-time fare, and all  
15 surge fares. Lyft directly sets all prices.

16 39. Lyft had exclusive access to the customer list (riders), customer locations, and the customer's  
17 destination requests, none of which is withheld from all Lyft Drivers.

18 40. Lyft assigns all drivers' work through its driver/rider matching algorithm, over which Lyft  
19 maintains complete control. The Lyft driver cannot choose which rider to be matched with. Drivers who  
20 reject or cancel too many ride requests risk discipline, including suspension or termination.

21 41. Lyft has the power to terminate drivers with or without cause.

22 42. Lyft drivers, including the Lyft driver in this case, are tracked at all times while logged on  
23 the app. Specifically, Lyft tracks its drivers' location(s), routes, speed, and acceleration.

24 43. Lyft collects a percentage fee for every ride. Lyft does not charge drivers a fee to become a  
25 Lyft driver and Lyft does not charge drivers to use the Lyft App.

26 44. Lyft processes all payments and distribution of payments to the Lyft Driver.

27 45. Lyft provides its drivers with and requires them to use and display Lyft branding materials to  
28 make their drivers easily identifiable as Lyft drivers.

1 46. Lyft also allows passengers to provide comments to Lyft regarding their experiences with  
2 their Lyft drivers. These comments are not shared with other passengers. Passengers are not provided with  
3 any information regarding their driver other than a photograph, and other basic information about the car.  
4 Passengers are not informed about prior complaints concerning particular drivers.

5 47. Within the app, Lyft does not tell passengers whether their comments regarding drivers are  
6 shared with drivers, resulting in a rideshare culture where passengers are fearful that giving honest negative  
7 feedback could negatively impact their passenger star rating – or result in retaliation from the driver.

8 48. The Lyft Driver’s work is integral to Lyft’s business, as Lyft cannot provide transportation  
9 services without drivers.

10 **C. Lyft’s Failure to Monitor Rides and Drivers**

11 49. Given Lyft’s knowledge of the sexual assaults and rapes of its passengers by its drivers, the  
12 company should have implemented a monitoring system to protect its passengers. As a technology company  
13 with access to a state-of-the-art in-app tracking system, as well as a camera within the required mobile  
14 device, Lyft could take the following steps towards eliminating sexual assaults by its drivers:

- 15 • Adopt a zero-tolerance policy for improper conduct and inform all drivers of the policy;
- 16 • Maintain a surveillance camera and require its continuing operation during all rides;
- 17 • Save camera footage and make it accessible for up to 72 hours after each ride;
- 18 • Inform drivers that if they turn off the surveillance system during a Lyft ride, they will never drive  
19 for Lyft again;
- 20 • Inform drivers that they may not leave the car and accompany a passenger to their home or to any  
21 other location outside the vehicle, other than to provide temporary and time-limited assistance to a  
22 passenger;
- 23 • Modify the functionality of the Lyft app so that Lyft can determine immediately if a driver deviates  
24 from these protocols;
- 25 • Monitor rides and implement a system whereby passengers are required to confirm their intention to  
26 terminate a ride before reaching their destination; and;
- 27 • Monitor rides and implement a system whereby passengers are required to confirm their intention to  
28 change their destination or their intention to deviate significantly from the assigned route.

50. The ongoing sexual attacks by Lyft drivers are and have long been known to Lyft. Prior to  
Plaintiff’s assault, Lyft knew that its business model has exposed women, who rely on Lyft for safe rides, to  
drivers that may take advantage of their vulnerable position. Despite holding itself out to the public as being

1 engaged in the safe transportation of its passengers from place to place for compensation, Lyft has failed to  
2 take reasonable precautions to prevent harm to its passengers.

3 51. At the time of the actions alleged in this complaint, Lyft was aware of the recurring problem  
4 of sexual assaults on its passengers by its drivers but failed to take reasonable action to protect its  
5 passengers from these risks.

6 **D. Lyft's Insufficient Background Checks**

7 52. Lyft relies on a quick, name-based background check process to screen its applicant drivers  
8 and has continuously refused to adopt an industry-standard, fingerprint-based background check  
9 qualification process.

10 53. Lyft's background check process requires drivers to submit personal identifiers (driver's  
11 license and social security number) through an online webpage. Lyft, in turn, provides this information to  
12 third party vendors to perform a basic, name-based background check.

13 54. Neither Lyft nor the third-party vendors it uses for background checks verifies that the  
14 information provided by applicants is accurate or complete. The turnaround time for a Lyft background  
15 check is typically between 3-5 days.

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

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

28 57. Fingerprints are not only a highly accurate way to confirm an individual's identity, but they

1 are also universally used among state and federal government agencies. This allows for the highest levels of  
2 information sharing among all relevant agencies – an element that is lacking when fingerprints are not used  
3 to verify identities.

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

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

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

18 61. Lyft has refused to adopt the more accurate and safe fingerprint-based biometric checks,  
19 recommended by law enforcement and required for most taxi and limousine drivers. In fact, Lyft has spent  
20 millions of dollars lobbying against local regulations requiring these checks.

21 62. Despite advertising to passengers that “Your safety is important” and “Safety is our top  
22 priority,” Lyft’s background check process is designed for speed and reduced cost, not passenger safety.  
23 Lyft’s refusal to implement reasonable safety procedures, makes clear that it prioritizes profit over  
24 passenger safety.

25 **E. Lyft’s Misrepresentations as to the Safety of its Services and Products**

26 63. In addition to insufficient background check procedures, Lyft affirmatively induces  
27 passengers, particularly young, unaccompanied, intoxicated, and/or vulnerable women, to use its services  
28 with the expectation of safety, while Lyft simultaneously knows that sexual abuse of its passengers has been

1 prevalent.

2 64. Lyft actively and publicly markets its transportation services to be safe and reliable services.

3 65. Lyft actively and publicly markets its transportation services to be safe and reliable during  
4 late-night hours.

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

15 67. Lyft knew its representations and promises about rider safety were false and misleading yet  
16 continued to allow riders to believe in the truth of these representations and promises and continued to profit  
17 from riders' reliance on those representations and promises.

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

24 69. In short, Lyft fails to follow reasonable safety procedures and intentionally induces  
25 passengers to use Lyft's services while in a vulnerable state. As a result, Plaintiff and women like her are  
26 attacked, sexually harassed, assaulted, and raped by Lyft's drivers.

27 **F. Plaintiff Was Attacked by a Lyft Driver**

28 70. Plaintiff ordered a Lyft from a hospital in December 2024. Plaintiff had been in hospital for

1 a couple days after surgery and needed a ride from the hospital to a friend's house.

2 71. Prior to being matched by the Lyft app, Plaintiff had never met this Lyft driver. The sole  
3 reason Plaintiff and this Lyft driver came in contact was the use of the Lyft app for transportation services  
4 provided by the Lyft driver as Lyft's employee.

5 72. When Plaintiff entered the vehicle, the Lyft driver began commenting on her body. The Lyft  
6 driver asked Plaintiff questions about her breasts and whether he could touch them to which she declined.

7 73. The Lyft driver continued to ask Plaintiff sexual questions throughout the ride.

8 74. Plaintiff saw the Lyft driver had an erection and was touching his genitalia during the ride.

9 75. Plaintiff was uncomfortable and scared for the duration of the ride. Plaintiff was also very  
10 weak and tired from the surgery.

11 76. As Plaintiff was exiting the car at her destination, the Lyft driver grabbed her from behind  
12 and forcibly touched her genitalia. Plaintiff closed the door to stop the assault and the Lyft driver sped away  
13 before she could get her belongings from the trunk.

14 77. Plaintiff's friend saw the Lyft driver speed away. Plaintiff told this friend everything that  
15 happened during the Lyft ride including the assault.

16 78. The assault has caused Plaintiff anxiety, trauma, shame, and high blood pressure.

17 79. Lyft collected a fee for the Lyft trip that resulted in the sexual abuse of Plaintiff.

18 80. Lyft knew or should have known of the Lyft driver's propensity to engage in sexual  
19 harassment, battery, sexual assault, or to otherwise attack riders such as Plaintiff.

20 81. Nonetheless, Lyft continued to employ the Lyft driver and to dispatch him as a Lyft driver to  
21 pick up passengers, including Plaintiff.

22 82. None of Lyft's passengers, including Plaintiff, were notified in any way of the Lyft driver's  
23 propensity to engage in sexual harassment, battery, sexual assault, or to otherwise attack riders such as  
24 Plaintiff prior to their rides.

25 83. Lyft had actual and constructive knowledge of the risk of sexual assault by rideshare drivers  
26 generally and sexual assault by its own rideshare drivers against its own passengers, as demonstrated by its  
27 acknowledgement of thousands of reported sexual assaults annually involving the Lyft app.

28 84. Lyft could have prevented Plaintiff's assault.

1 85. By failing to take reasonable steps to confront the problem of multiple rapes and sexual  
2 assaults of Lyft passengers by Lyft drivers, Lyft has acted in conscious disregard of the safety of its  
3 passengers, including Plaintiff, and has breached its duty of reasonable care and has breached the implied  
4 and express covenants arising from its contract with its passengers.

5 86. Lyft is legally responsible for the harm to Plaintiff under a number of legal theories including  
6 vicarious liability for the intentional acts of its employees, basic negligence for failing to act with reasonable  
7 care when faced with multiple and ongoing attacks by its drivers, breach of the non-delegable duty of a  
8 transportation company to provide safe passage to its passengers, punitive damages for the conscious  
9 disregard of the safety of its female passengers, intentional and negligent misrepresentations and breaches of  
10 contract, and express and implied covenants arising out of its commercial contracts with its passengers,  
11 including Plaintiff.

12 **CAUSES OF ACTION**

13 **FIRST CAUSE OF ACTION**  
14 ***General Negligence***

15 87. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

16 88. By providing transportation to the general public using its application and network of drivers,  
17 Lyft owed a duty to act with due and reasonable care towards the public and in particular its own  
18 passengers, including Plaintiff.

19 89. Lyft has been on notice that its drivers have been sexually harassing, sexually assaulting,  
20 battering, or otherwise attacking its passengers since at least 2015. Lyft was or should have been aware that  
21 some of its Lyft drivers would continue to sexually harass, sexually assault, physically assault, kidnap, rape,  
22 batter, or otherwise attack their vulnerable customers and passengers.

23 90. Since learning of the sexual assaults and other misconduct perpetrated by its drivers, Lyft has  
24 not adapted or improved its safety procedures in any meaningful way.

25 91. Lyft does not require video monitoring of its drivers that cannot be turned off, nor does it  
26 provide emergency notification to Lyft and the authorities when a driver drastically veers off course from  
27 the passenger's destination.

28 92. At all times relevant, Lyft was well aware of the dangers its drivers posed, yet it still induced,

1 and continues to induce, the public, including Plaintiff, to rely on Lyft as a safe means of transportation. In  
2 doing so, Lyft failed to warn passengers, including Plaintiff, of the possibility of being assaulted, battered,  
3 harassed, or otherwise attacked by a Lyft driver.

4 93. At the time Plaintiff was assaulted, Lyft did not require sexual harassment/assault training for  
5 its drivers, nor did it have any policies in place for immediate termination if a driver engages in sexual  
6 misconduct.

7 94. Lyft does not cooperate with the police when a driver commits an illegal sexual attack on its  
8 passengers. Despite having the express right to disclose driver information at Lyft's sole discretion, Lyft  
9 requires that extensive standards be met before the company will even consider law enforcement requests  
10 for information. Even after a report of sexual assault has been made, Lyft generally requires a subpoena  
11 before it will release information. Lyft's policy of noncooperation discourages police agencies from making  
12 recommendations to local prosecutors to file complaints against Lyft drivers and provides Lyft's predatory  
13 drivers with tacit assurance that their illegal attacks will not be detected by law enforcement.

14 95. When hiring new drivers, Lyft does not verify driver identities with biometric background  
15 checks. Lyft does not correct for false negatives created by its name-based screening procedures. Lyft does  
16 not provide industry-standard background checks that would provide the most comprehensive means of  
17 screening applicant drivers. Lyft does not invest in continuous monitoring of its drivers and is not  
18 immediately alerted when one of its drivers is implicated in criminal acts.

19 96. Lyft does not have a consistent, reliable system for addressing passenger reports of sexual  
20 assault by its drivers and continues to let dangerous predators drive for and earn money for Lyft.

21 97. Lyft's acts and omissions as alleged herein constitute a breach of its duty of reasonable care  
22 to Plaintiff.

23 98. Lyft's acts and omissions as alleged herein constitute negligent, careless, and reckless  
24 conduct which resulted in serious injury to Plaintiff.

25 99. As a direct and proximate result of Lyft's acts and omissions as alleged herein, Plaintiff was  
26 sexually harassed, assaulted, and battered by a Lyft driver. The assault humiliated and degraded Plaintiff,  
27 robbing of her dignity and sense of personal safety. The assault caused Plaintiff to suffer physical and  
28 psychological harm from which she may never fully recover.

1 100. Lyft’s negligence was a substantial factor in causing Plaintiff’s harm, including being  
2 sexually harassed, assaulted, and battered by a Lyft driver.

3 101. As a direct and proximate result of Lyft’s general negligence, Plaintiff suffered both  
4 economic and non-economic damages.

5 102. Plaintiff will seek actual and punitive damages based on Defendants’ above-described  
6 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
7 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

8 **SECOND CAUSE OF ACTION**  
9 ***Negligent Hiring, Retention, and Supervision***

10 103. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

11 104. Defendant Lyft and DOES 1 through 50, inclusive hired Lyft driver hired the Lyft driver who  
12 sexually harassed and attacked Plaintiff as described above.

13 105. Lyft failed to conduct an adequate background check, interview, check the references of,  
14 provide training to, or advise the Lyft driver of any anti-sexual assault or harassment policies. Lyft had no  
15 reasonable basis for believing Lyft drivers in general were fit to drive its passengers, which included  
16 vulnerable or intoxicated women, around, particularly at night, and failed to use reasonable care in  
17 determining whether the driver in question was fit for the task. Lyft should have known of the unfitness of  
18 the Lyft driver involved in the assault on Plaintiff but failed to use reasonable care to discover his unfitness  
19 and incompetence.

20 106. Additionally, Lyft maintains overwhelming data and information about the Lyft Driver’s  
21 performance and actions while driving for Lyft. Despite being aware that the Lyft Driver was a safety risk to  
22 Plaintiff, Lyft allowed him to continue driving for and earning money for Lyft and specifically, matched  
23 him with Plaintiff on the Lyft app, providing the Lyft driver with an opportunity to sexually harass and  
24 attack Plaintiff—which the Lyft driver then did.

25 107. Despite failing to reasonably endeavor to investigate the incompetence of Lyft drivers,  
26 including the one who harmed Plaintiff, for transporting passengers, including vulnerable or intoxicated  
27 women, in a moving vehicle, Lyft hired said driver to do exactly that.

28 108. Lyft knew or should have known that assigning the task of transporting vulnerable

1 passengers to an inadequately screened, trained, or monitored driver created an unreasonable risk of harm to  
2 Lyft's passengers, including Plaintiff, particularly when Lyft had been on notice of the string of sexual  
3 assaults committed by Lyft's drivers.

4 109. Lyft failed to employ measures to adequately supervise its drivers.

5 110. Lyft failed to adequately record, investigate, and respond to passenger reports of unsafe  
6 conduct such as sexual harassment and sexual assault by Lyft drivers.

7 111. Lyft was negligent in failing to terminate drivers it knew or reasonably should have known  
8 were a threat to passengers, including but not limited to Plaintiff and other vulnerable female passengers  
9 traveling alone.

10 112. The Lyft driver who assaulted Plaintiff was or became, unfit to perform the work for which  
11 he was hired as he improperly and illegally took advantage of Plaintiff when Plaintiff attempted to use the  
12 service for a safe ride to Plaintiff's destination, which caused Plaintiff harm.

13 113. Because of the Lyft driver's unfitness to perform the task of transporting Plaintiff, Plaintiff  
14 was assaulted, harassed, battered, and otherwise attacked, which humiliated, degraded, violated, and robbed  
15 Plaintiff of her dignity and personal safety.

16 114. Lyft's and DOES 1 through 50's, inclusive, negligence in hiring, retaining, and or  
17 supervising Lyft drivers, including the driver who harmed Plaintiff, caused Plaintiff to be sexually harassed,  
18 assaulted, and battered by a Lyft driver. The assault humiliated and degraded Plaintiff, robbing of her  
19 dignity and sense of personal safety. The assault caused Plaintiff to suffer physical and psychological harm  
20 from which she may never fully recover.

21 115. Lyft's negligent supervision, hiring, and retention of Lyft drivers, including the driver who  
22 harmed Plaintiff, was a substantial factor in causing Plaintiff's harm, including being sexually harassed,  
23 assaulted, and battered by a Lyft driver.

24 116. As a direct and proximate result of Defendants' negligent supervision, hiring, and retention  
25 of Lyft drivers, including the driver who harmed Plaintiff, Plaintiff suffered economic and non-economic  
26 damages.

27 117. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
28 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as

1 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

2 **THIRD CAUSE OF ACTION**  
3 ***Common Carrier Negligence***

4 118. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

5 119. At the time that Plaintiff was harassed and assaulted, Lyft was a common carrier as it  
6 provided transportation to the general public.

7 120. Lyft provides transportation through a digital application made available to the general public  
8 for the purpose of transporting its users, the passengers, from place to place for profit. Lyft has widely  
9 offered its services to the general public and charges standard fees for its services through its application. Lyft  
10 does not allow discrimination against passengers on the basis of race, color, national origin, religion, gender,  
11 gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation. Any  
12 member of the public can use Lyft's services for transportation.

13 121. As a common carrier, Lyft must carry its passengers, including Plaintiff, safely.

14 122. Lyft has a duty to employ the utmost degree of care and diligence that would be expected of a  
15 very cautious company. Lyft has a duty to do all that human care, vigilance, and foresight reasonably can do  
16 under the circumstances to avoid harm to passengers, including Plaintiff.

17 123. Lyft must use reasonable skill to provide everything necessary for safe transportation, in view of  
18 the transportation used and the practical operation of the business.

19 124. Despite complaints to Lyft of sexual assaults committed by Lyft drivers and lawsuits against Lyft  
20 for sexual assault, Lyft has failed to implement safety precautions that would address the sexual harassment and  
21 assault problem.

22 125. Lyft does not provide a consistent and reliable way for passengers to report sexual abuse and  
23 rape.

24 126. Lyft does not warn passengers of the dangers of riding with Lyft and fails to warn passengers of  
25 past complaints regarding Lyft drivers.

26 127. Lyft does not have an effective program in place to deal with the sexual predator crisis posed by  
27 some of its drivers.

28 128. Lyft knows that its female passengers are in a uniquely vulnerable situation enclosed in a moving

1 vehicle and that a subset of its drivers are sexual predators.

2 129. Lyft has not exercised reasonable care to protect its passengers from harassment, assault, and  
3 rape by Lyft's drivers.

4 130. Lyft has not exercised the utmost degree of care in order to protect its passengers from the  
5 danger posed by sexual predators who drive for Lyft. If Lyft had used the highest degree of care, Lyft could  
6 have prevented or dramatically reduced the likelihood of the sexual harassment and assault of its passengers,  
7 including Plaintiff.

8 131. Lyft failed to safely transport Plaintiff.

9 132. Lyft failed to use the utmost care and vigilance to protect Plaintiff from its own driver who  
10 sexually harassed and assaulted Plaintiff while she was being transported by Lyft.

11 133. Lyft failed to take reasonable precautions to protect its vulnerable female passengers,  
12 including Plaintiff, from the foreseeable and known risk of sexual assault, harassment and/or rape by its  
13 drivers. If Lyft had used the highest degree of care, Lyft could have prevented or reduced the likelihood of  
14 the sexual harassment and assault of its passengers, including Plaintiff.

15 134. As a direct and proximate result of the aforementioned conduct and omission of Defendants  
16 Lyft and DOES 1 through 50, inclusive, Plaintiff was sexually assaulted and harassed which humiliated,  
17 degraded, violated, and robbed Plaintiff of her dignity and personal safety. The sexual harassment and  
18 assault on Plaintiff caused her to suffer both psychological and physical harm from which she may never  
19 fully recover.

20 135. Lyft's negligence was a substantial factor in causing Plaintiff's harm, including being  
21 sexually harassed, assaulted, and battered by a Lyft driver.

22 136. As a direct and proximate result of Lyft's negligence, Plaintiff has suffered damages, both  
23 economic and general, non-economic damages according to proof.

24 137. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
25 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
26 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.  
27  
28

**FOURTH CAUSE OF ACTION**  
*Failure to Warn*

138. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

139. Lyft's conduct created a risk of physical or emotional harm to its passengers, including Plaintiff.

140. In operating its business, Lyft knew and had reason to know that its passengers were at risk of sexual assault and abuse by Lyft's drivers since at least 2015. Since then, Lyft has received frequent passenger complaints about driver misbehavior and misconduct, has been notified of police investigations of drivers' criminal conduct while acting in their capacity as Lyft drivers, and has been the subject of numerous civil suits alleging the sexual harassment and assault of Lyft's passengers by Lyft's drivers. Even so, Lyft itself acknowledges that sexual misconduct is "chronically underreported un the United States."<sup>2</sup>

141. Despite the knowledge of the danger its enterprise created, Lyft prioritized profits over passenger safety and did not alert its passengers, including Plaintiff, to the risk of physical or sexual assault by Lyft drivers. In fact, Lyft continued to market itself as a service that provides "safe" rides, even to unaccompanied or intoxicated passengers, knowing sufficient measures had not been employed to keep passengers safe from being physically or sexually assaulted.

142. In February 2015, Lyft's website posted a blog post announcing it had partnered with It's On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft passengers during the Spring Break season, "making it easier to get a safe ride home even if you're in a new city." In November 2016, Lyft's website posted a blog post entitled "Get Home Safely with Lyft," again touting its partnership with It's On Us and offering college students free Lyft rides so that they "don't need to worry about finding a safe ride after going out." The insinuation of these articles is that Lyft prevents, and does not create, the risk of sexual assault. Nowhere on Lyft's website does Lyft discuss the occurrence or risk of sexual assault by Lyft's drivers.

143. Lyft itself represented to its passengers that riding with Lyft is safe, implying it is free of risk from physical and sexual assault.

---

<sup>2</sup> Lyft Safety Transparency Report (2020-2022) at 18 (June 30, 2022), [https://assets.ctfassets.net/vz6nkkbc6q75/3yr00aP4mPftTvyvyaUZHJfJ/f77d145864edc540aa9f7fe530c6bcecc/Safety\\_Transparency\\_Report\\_2020-2022.pdf](https://assets.ctfassets.net/vz6nkkbc6q75/3yr00aP4mPftTvyvyaUZHJfJ/f77d145864edc540aa9f7fe530c6bcecc/Safety_Transparency_Report_2020-2022.pdf) (last visited March 11, 2026).

1 144. Lyft did not warn that its criminal background checks of Lyft drivers were limited, nor did it  
2 warn that it sometimes allows drivers to continue driving for Lyft even after a passenger reports to Lyft that  
3 they were physically or sexually assaulted or harassed.

4 145. Lyft had reason to know that passengers would be unaware of the risk of physical or sexual  
5 assault by Lyft drivers.

6 146. A warning to its passengers that they were at risk of physical or sexual assault by Lyft drivers  
7 would have reduced the risk of harm to passengers, including Plaintiff, who could have arranged for  
8 alternative transportation or taken additional safety precautions and avoided the assaults they suffered at the  
9 hands of Lyft drivers.

10 147. Plaintiff would not have ridden alone in a Lyft had Lyft provided an adequate warning  
11 regarding the risk of being assaulted, battered, harassed, or otherwise attacked by a Lyft driver.

12 148. As a legal and proximate result of Lyft's actions and omissions, Plaintiff was sexually  
13 harassed, assaulted, and battered by a Lyft driver. The assault humiliated and degraded Plaintiff, robbing of  
14 her dignity and sense of personal safety. The assault caused Plaintiff to suffer physical and psychological  
15 harm from which she may never fully recover.

16 149. Defendants' negligent failure to warn was a substantial factor in causing the harm suffered by  
17 Plaintiff, including being sexually harassed, assaulted, and battered by a Lyft driver.

18 150. As a direct and proximate result of Defendants' negligent failure to warn, Plaintiff suffered  
19 economic and non-economic damages.

20 151. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
21 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
22 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

23 **FIFTH CAUSE OF ACTION**  
24 ***Intentional Misrepresentation***

25 152. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

26 153. At the time Plaintiff was harassed and attacked, Plaintiff had downloaded the Lyft App and  
27 had an account with Lyft.

28 154. Lyft represented to Plaintiff and the general public that safety was Lyft's top priority, and it

1 was Lyft's goal to make every ride safe, comfortable, and reliable. At the same time, Lyft already knew that  
2 a number of its drivers had preyed on vulnerable female passengers by sexually molesting, assaulting,  
3 harassing, or raping them.

4 155. Lyft made intentional misrepresentations of fact to all users of the Lyft App, including  
5 Plaintiff, that were known by Lyft to be false including the false statements Lyft made, stating it would  
6 provide Plaintiff with a safe ride to Plaintiff's destination.

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

12 157. Prioritizing profits over passenger safety, Lyft made these intentional misrepresentations of  
13 material fact to induce women, including Plaintiff, to use Lyft's services.

14 158. Lyft made these representations to Plaintiff and the general public despite knowing it had  
15 chosen not to take the measures necessary to provide a safe ride to Plaintiff's intended destination and, as a  
16 result, continued physical or sexual assault of its passengers by its drivers was a foreseeable occurrence.

17 159. Lyft made these representations to induce women, like Plaintiff, to use Lyft's services and to  
18 derive profit from women like Plaintiff.

19 160. In getting in the Lyft Plaintiff ordered, Plaintiff reasonably relied on Lyft's representations  
20 that it would get Plaintiff safely to Plaintiff's destination.

21 161. In trusting and relying on Lyft's representations, Plaintiff was placed in a uniquely  
22 vulnerable position that was taken advantage of by the Lyft driver who harassed and attacked Plaintiff.

23 162. Plaintiff's reasonable reliance on Lyft's intentional misrepresentations was a substantial  
24 factor in causing Plaintiff's harm, including being sexually harassed, assaulted, and battered by a Lyft  
25 driver.

26 163. As a direct and proximate result of Lyft's intentional misrepresentations, Plaintiff was  
27 sexually harassed, assaulted, and battered by a Lyft driver. The assault humiliated and degraded Plaintiff,  
28 robbing of her dignity and sense of personal safety. The assault caused Plaintiff to suffer physical and

1 psychological harm from which she may never fully recover.

2 164. As a direct and proximate result of Lyft's intentional misrepresentations, Plaintiff suffered  
3 economic and non-economic damages.

4 165. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
5 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
6 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

7 **SIXTH CAUSE OF ACTION**  
8 ***Negligent Misrepresentation***

9 166. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

10 167. Lyft represented to Plaintiff and the general public that safety is Lyft's top priority, and that  
11 it is Lyft's goal to make every ride safe, comfortable, and reliable. At the time of the assault alleged, Lyft  
12 knew that a number of its drivers had previously preyed on vulnerable female passengers by sexually  
13 molesting, assaulting, harassing, or raping them.

14 168. Lyft continued to represent that its services were safe to further Lyft's own pecuniary  
15 interests.

16 169. In choosing to represent to its customers/users that its services were safe, Lyft had a duty to  
17 provide correct and accurate information about the actual safety of its services.

18 170. Lyft knew or should have known that it could not provide the safe ride that it represented it  
19 could.

20 171. Knowing of the incidence of sexual assault of its passengers by its drivers and knowing that  
21 Lyft had not implemented adequate precautions, Lyft had no reasonable grounds for believing that it could  
22 provide Plaintiff and other passengers a safe ride as represented.

23 172. In getting into the Lyft, Plaintiff reasonably relied on Lyft's representations that it would get  
24 Plaintiff safely to Plaintiff's intended destination.

25 173. In trusting and relying on Lyft's representations, Plaintiff was placed in a uniquely  
26 vulnerable position that was taken advantage of by a Lyft employee, the Lyft driver, who harassed and  
27 attacked Plaintiff.

28 174. As a direct and proximate result of Lyft's conduct, Plaintiff was sexually harassed, assaulted,

1 and battered by a Lyft driver. The assault humiliated and degraded Plaintiff, robbing of her dignity and  
2 sense of personal safety. The assault caused Plaintiff to suffer physical and psychological harm from which  
3 she may never fully recover.

4 175. Plaintiff's reasonable reliance on Lyft's negligent misrepresentations was a substantial factor  
5 in causing Plaintiff's harm, including being sexually harassed, assaulted, and battered by a Lyft driver.

6 176. As a direct and proximate result of Lyft's negligent misrepresentations, Plaintiff suffered  
7 economic and non-economic damages.

8 177. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
9 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
10 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

11 **SEVENTH CAUSE OF ACTION**  
12 ***Negligent Infliction of Emotional Distress***

13 178. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

14 179. For several years prior to the assault of Plaintiff by Lyft driver, Lyft was fully aware that  
15 other female passengers had been sexually harassed, assaulted, and raped by Lyft drivers. Since at least  
16 2015, Lyft has received frequent passenger complaints about driver misconduct, has been notified of police  
17 investigations of the criminal conduct of drivers acting within their capacity as Lyft drivers, and has been  
18 the subject of numerous civil suits alleging the sexual harassment and assault of Lyft's passengers by Lyft's  
19 drivers.

20 180. Lyft made a conscious decision not to implement procedures that would effectively screen its  
21 drivers and monitor its drivers to identify and terminate drivers who were sexual predators.

22 181. Safety precautions such as enhanced background checks, biometric fingerprinting, job  
23 interviews, electronic monitoring systems, warnings to passengers of the dangers of being attacked by Lyft  
24 drivers, and cooperation with law enforcement when a driver attacks a passenger would have cost Lyft  
25 money and reputational damage. Because of this, Lyft decided not to implement such precautions and  
26 instead continues to place its passengers at greater risk of assault and harassment by Lyft's own drivers.

27 182. Additional safety precautions that Lyft chose not to make include but are not limited to:  
28 ongoing monitoring of Lyft drivers through available technology including cameras and GPS; a zero-

1 tolerance policy for drivers who deviate from expected behavior by leaving the vehicle with passengers, or  
2 by deviating substantially from the assigned route; a zero-tolerance program for sexual assault and  
3 guidelines mandating immediate termination; creating and instituting a system encouraging customer  
4 reporting; and adequate monitoring of customer complaints by well-trained and effective customer-service  
5 representatives. Lyft chose not to implement such precautions, nor did it warn passengers of the risk of  
6 being physically or sexually assaulted given that these safety precautions had not been implemented.

7 183. In failing to take these and other safety precautions designed to protect passengers from  
8 sexual predators driving for Lyft, Lyft breached its duty of reasonable care, negligently inflicting severe  
9 emotional harm upon Plaintiff, and acted recklessly and in conscious disregard of her safety.

10 184. Lyft's conduct was a substantial factor in causing Plaintiff's serious emotional distress.

11 185. As a direct and proximate result of Lyft's negligent infliction of emotional distress, Plaintiff  
12 suffered economic and non-economic damages.

13 186. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
14 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
15 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

16 **EIGHTH CAUSE OF ACTION**  
17 ***Vicarious Liability for Lyft Driver's Torts***

18 187. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

19 188. Lyft is vicariously liable for the torts of its driver through the theories of respondeat superior,  
20 non-delegable duties, agency, and ostensible agency. Lyft's liability for the acts of its driver is not  
21 contingent upon the classification of its driver as an employee.

22 189. Under the doctrine of respondeat superior, Lyft is responsible for the torts of its employees  
23 committed within the course and scope of employment. Lyft drivers are employees and agents of Lyft. Lyft  
24 reserves the right to control the activities of Lyft drivers, as set forth above, including but not limited to by  
25 controlling the prices charged to customers, contact with the customer base, and the ability of drivers to see  
26 where they will be driving before beginning a ride. Lyft also reserves the right to terminate drivers with or  
27 without cause.

28 190. The sexual harassment, battery, and assault of Plaintiff perpetrated by the Lyft driver

1 occurred while the Lyft driver was logged into the Lyft app as a driver, during or immediately following a  
2 ride arranged using the Lyft app and for which Lyft had matched Plaintiff with the Lyft driver. Lyft driver's  
3 employment with Lyft allowed him to be alone with Plaintiff and exert control over Plaintiff. The source of  
4 the sexual harassment and attack of Plaintiff was the Lyft driver's employment with Lyft and specifically  
5 activities related to their duties as Lyft's employee, including but not limited to driving passengers.

6 191. The sexual assault Plaintiff experienced at the hands of a Lyft driver was foreseeable, related  
7 to, connected to, and otherwise within the course and scope of their employment by Lyft.

8 192. The sexual harassment and attack perpetrated against Plaintiff occurred within the work-  
9 related limits of time and place, that is, in the vehicle registered by the Lyft driver with the Lyft app and  
10 during or immediately following the ride for which the Lyft app had matched Plaintiff and the Lyft driver as  
11 passenger and driver.

12 193. Lyft is vicariously liable under the doctrine of respondeat superior for the sexual assault and  
13 battery perpetrated against Plaintiff and occurring in the course and scope of employment its Lyft driver.

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

17 195. The doctrine of non-delegable duty recognizes that for public-policy reasons, certain duties  
18 cannot be delegated to a third party. It operates to ensure that when a harm occurs the injured party will be  
19 compensated by the party whose activity caused the harm and who may therefore properly be held liable for  
20 the acts of his agent, whether the agent was an employee or an independent contractor. The doctrine  
21 recognizes that an entity may not delegate its duties to a contractor to evade its own responsibilities. This is  
22 especially so when allowing delegation would incentivize the employers to hire incompetent contractors to  
23 further the employer's pecuniary interests.<sup>3</sup>

24 196. In advertising to passengers, including Plaintiff, that Lyft provides them a safe ride to their  
25 destinations, and by profiting off women who use Lyft for that very purpose but then are attacked, Lyft has  
26 a duty to its passengers that cannot be delegated. To allow Lyft to delegate the liability for the assaults

---

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

1 committed by its drivers to anyone else would encourage Lyft to continue to utilize the cheapest, fastest, and  
2 most haphazard safety procedures. Lyft would be disincentivized from hiring only competent drivers, since  
3 the more drivers Lyft has, the more money Lyft makes.

4 197. Further, Lyft drivers act as agents of and operate as extensions of Lyft. Lyft drivers represent  
5 Lyft's business and further Lyft's pecuniary interests.

6 198. Lyft drivers display the Lyft logo when interacting with passengers, and in many cases Lyft  
7 drivers are the only people with whom Lyft's passengers have direct contact. Lyft drivers provide the  
8 service that Lyft claims to provide—transportation.

9 199. By allowing Lyft drivers to represent Lyft's business, Lyft creates the impression that its  
10 drivers, including the Lyft driver at issue here, were Lyft's employees or agents.

11 200. Plaintiff reasonably believed that the Lyft driver was an employee or agent of Lyft, and,  
12 relying on this belief, got in a vehicle with him in exchange for a fee and suffered harm as a result unwanted  
13 sexual contact with the driver.

14 201. For these reasons and others, Lyft is vicariously liable for the tortious acts of its drivers,  
15 regardless of whether Lyft's drivers are employees, agents, apparent agents, or contractors of Lyft.

16 202. As a direct and proximate result of the Lyft driver's tortious conduct, Plaintiff was sexually  
17 harassed, assaulted, and battered by a Lyft driver. The assault humiliated and degraded Plaintiff, robbing of  
18 her dignity and sense of personal safety. The assault caused Plaintiff to suffer physical and psychological  
19 harm from which she may never fully recover.

20 203. As a direct and proximate result of Lyft driver's tortious conduct for which Lyft is legally  
21 liable, Plaintiff has suffered economic and general, non-economic damages according to proof.

22 204. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
23 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
24 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

25 **NINTH CAUSE OF ACTION**  
26 ***Vicarious Liability for Sexual Assault/Battery***

27 205. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

28 206. The Lyft driver made harmful and offensive contact with Plaintiff.

1 207. Plaintiff did not consent to the contact.

2 208. The Lyft driver did intentionally and recklessly commit acts that resulted in harmful and  
3 offensive contact with Plaintiff's person and touching of Plaintiff in a sexual manner.

4 209. As a result of the Lyft driver's sexual battery of Plaintiff, which occurred in the course and  
5 scope of Lyft driver's employment, Plaintiff was sexually harassed, assaulted, and battered by a Lyft driver.  
6 The assault humiliated and degraded Plaintiff, robbing of her dignity and sense of personal safety. The  
7 assault caused Plaintiff to suffer physical and psychological harm from which she may never fully recover.

8 210. As a direct and proximate result of the sexual battery committed by the Lyft driver, and  
9 Lyft's liability and vicarious liability for the same, Plaintiff suffered economic and non-economic damages.

10 211. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
11 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
12 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

13 **TENTH CAUSE OF ACTION**  
14 ***Breach of Contract***

15 212. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

16 213. Plaintiff entered into a contract with Lyft. The essence of this commercial transaction was the  
17 payment of a fee to Lyft in exchange for a safe and reasonable transportation to her destination.

18 214. As a result of the conduct, acts and omissions set forth above, Lyft breached its contract with  
19 Plaintiff, including breaching implied covenants which would be inherent in such a contract.

20 215. Lyft's breach of contract was a substantial factor in causing Plaintiff's harm, including being  
21 sexually harassed, assaulted, and battered by a Lyft driver.

22 216. As a direct and proximate result of Lyft's breach of contract, Plaintiff suffered damages, both  
23 economic and non-economic damages.

24 **ELEVENTH CAUSE OF ACTION**  
25 ***Strict Product Liability - Design Defect***

26 217. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

27 218. Lyft designed, manufactured, marketed, and otherwise distributed the Lyft app. Lyft controls  
28 all aspects of the design and functionality of the app.

1 219. The Lyft app is mass-marketed and mass-produced.

2 220. The Lyft app did not perform as an ordinary consumer would have expected it to perform  
3 when used or misused in an intended or reasonably foreseeable way because the Lyft app falsely led  
4 Plaintiff to form a reasonable minimum safety expectation that was not met.

5 221. The Lyft app did not include safety features such as a GPS tracking system that would alert  
6 Lyft to issues including but not limited to a passenger remaining in a stopped or travelling Lyft vehicle after  
7 the driver ended the ride in the app. It also did not include automatic camera activation in the driver's smart  
8 phone while a ride was in progress or automatic notification of law enforcement of suspicious circumstances  
9 that suggest a rider may be in danger, including but not limited to route deviations or passengers remaining  
10 in Lyft vehicles for extended periods after the conclusion of a ride.

11 222. In addition, the Lyft app allows drivers who have been the subject of prior complaints,  
12 reports, or low- or one-star ratings to be matched with future passengers, who are not notified of this history  
13 or the risks posed by the driver which are known or should be known by Lyft.

14 223. The Lyft app also failed to communicate with passengers, including Plaintiff, a true  
15 expectation of the lack of safety in using Lyft.

16 224. These flaws in the design of the Lyft App, were a substantial factor in causing harm to the  
17 Plaintiff, which included being sexually harassed, assaulted, and battered by a Lyft driver. The assault  
18 humiliated and degraded Plaintiff, robbing of her dignity and sense of personal safety. The assault caused  
19 Plaintiff to suffer physical and psychological harm from which she may never fully recover.

20 225. As a direct and proximate result of Lyft's acts and omissions, Plaintiff suffered economic and  
21 non-economic damages.

22 226. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
23 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
24 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

25 **TWELFTH CAUSE OF ACTION**  
26 ***Strict Product Liability - Failure to Warn***

27 227. Plaintiff incorporates by reference the allegations in the preceding paragraphs.

28 228. Lyft designed, manufactured, marketed, and distributed the Lyft app.

1 229. The Lyft app presented potential risks of introducing each driver to a passenger who, because  
2 of the nature of the ridesharing arrangement created and facilitated by the Lyft app, could neither escape  
3 from the Lyft driver's vehicle nor control the place where the driver would take the passenger, which could  
4 result in the sexual assault of that passenger; these are risks that were known or knowable at the time of  
5 manufacture and distribution of the Lyft app.

6 230. The potential risks presented a substantial danger when the Lyft app was used or misused in  
7 an intended or reasonably foreseeable way.

8 231. Ordinary consumers such as Plaintiff would not have recognized the potential risks.

9 232. Defendant Lyft failed to adequately warn consumers, including Plaintiff, of these potential  
10 risks.

11 233. Had Plaintiff received such a warning, she would not have ridden with Lyft or would not  
12 have ridden alone with Lyft.

13 234. Lyft's failure to provide passengers, including Plaintiff, with sufficient warnings regarding  
14 the risk of harm to which they were being exposed with each Lyft ride was a substantial factor in causing  
15 the harm suffered by Plaintiff, including being sexually harassed, assaulted, and battered by a Lyft driver.  
16 The assault humiliated and degraded Plaintiff, robbing of her dignity and sense of personal safety. The  
17 assault caused Plaintiff to suffer physical and psychological harm from which she may never fully recover.

18 235. As a direct and proximate result of Lyft's acts and omissions, Plaintiff suffered economic and  
19 non-economic damages.

20 236. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
21 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff, as well as  
22 appropriate injunctive or equitable relief to protect Plaintiff and passengers like her.

### 23 **PUNITIVE DAMAGES**

24 237. Plaintiff incorporates by reference the allegations in the preceding paragraphs

25 238. Plaintiff will seek actual and punitive damages based on Defendants' above-described  
26 actions, which evidence wanton and reckless disregard for the safety of passengers like Plaintiff.

27 239. As stated above, Lyft knew that it faced an ongoing problem of sexual predators driving for  
28 Lyft and assaulting its passengers. As early as 2015 Lyft knew that its drivers were physically and sexually

1 assaulting female passengers. Since 2015, Lyft has received frequent passenger complaints about driver  
2 physical and sexual misconduct, including physical or sexual assault and rape, it has been notified of police  
3 investigations of the criminal physical or sexual conduct of drivers acting within their capacity as Lyft  
4 drivers, and it has been the subject of numerous civil suits and arbitrations alleging the sexual harassment  
5 and physical and sexual assault of Lyft's passengers by Lyft's drivers.

6 240. Nevertheless, even though Lyft was fully aware of its sexual predator problem it failed to  
7 take safety precautions to protect its passengers.

8 241. Even after Lyft was aware some Lyft drivers were using driving for Lyft as an opportunity to  
9 get unsuspecting women into their vehicles and to physically and sexually assault them, Lyft and its  
10 executing officers made the conscious decision not to implement measures to thoroughly vet its drivers  
11 before and after hiring them.

12 242. The decision not to implement more accurate, thorough, and persistent background checks  
13 was driven by Lyft executives' desire for rapid expansion and increased profits, because the more drivers  
14 driving for Lyft, the more money there was to be made.

15 243. Prioritizing profits over safety, Lyft and its executive officers also made the conscious  
16 decision not to warn its customers/users of the risk of being assaulted even after Lyft and its leadership were  
17 fully aware of this risk.

18 244. Safety precautions such as enhanced background checks; biometric fingerprinting; job  
19 interviews; electronic monitoring systems; ongoing monitoring of Lyft drivers and rides through available  
20 technology including cameras and GPS; a zero-tolerance policy for drivers who deviate from expected  
21 behavior by leaving the vehicle with passengers or by deviating substantially from the assigned route; a  
22 warning system for when a driver significantly deviates from the intended route or prematurely terminates a  
23 ride; a system for checking in with and verifying a passenger's safety when a driver prematurely terminates  
24 a ride or significantly deviates from the intended route; a zero-tolerance program for sexual assault and  
25 guidelines mandating immediate termination; a zero-tolerance policy for fraternizing with passengers;  
26 creating and instituting a system encouraging customer reporting; adequate monitoring of customer  
27 complaints by well-trained and effective customer-service representatives; warnings to passengers of the  
28 dangers of being attacked by Lyft drivers; and cooperation with law enforcement when a driver attacks a

1 passenger would have cost Lyft money and reputational damage. Because of this, Lyft, at the direction of its  
2 corporate officers, decided not to implement such precautions and instead has continued to place its  
3 passengers at greater risk of kidnapping, sexual assault, rape, and exploitation by Lyft's own drivers.

4 245. Prioritizing profits over passenger safety, Lyft and its executive officers acted, and continue  
5 to act, recklessly and in knowing, conscious disregard of the safety of its passengers, including that of  
6 Plaintiff, and the public.

7 246. As a direct and proximate result of the intentional, negligent, reckless, grossly negligent  
8 conduct of Lyft, Plaintiff was sexually harassed, assaulted, and battered by a Lyft driver. The assault  
9 humiliated and degraded Plaintiff, robbing of her dignity and sense of personal safety. The assault caused  
10 Plaintiff to suffer physical and psychological harm from which she may never fully recover.

11 247. As a result of Lyft's misconduct as stated above, Plaintiff seeks punitive damages to punish  
12 Lyft for its misconduct and to deter future misconduct.

13 **PRAYER FOR RELIEF**

14 Plaintiff prays for the following relief:

- 15 • Entry of judgment on each of her claims against Defendants jointly and severally;
  - 16 • Past and future economic and non-economic damages including physical pain, mental anguish,  
17 anxiety, medical expenses, lost earnings or earning capacity;
  - 18 • Punitive damages;
  - 19 • Pre- and post-judgment interest;
  - 20 • The costs and expenses of litigation;
  - 21 • Attorneys' fees;
  - 22 • Injunctive or equitable relief; and
  - 23 • Such other relief as this Court may deem just and proper.
- 24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: March 13, 2026

**LIEFF CABRASER HEIMANN & BERNSTEIN**

/s/ Tiseme G. Zegeye

Elizabeth J. Cabraser (CA Bar No. 83151)  
Lexi J. Hazam (CA Bar No. 224457)  
Tiseme G. Zegeye (CA Bar No. 319927)  
Clare D. Perez (CA Bar No. 363027)  
LIEFF CABRASER HEIMANN & BERNSTEIN  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
Telephone: (415) 956-1000  
Facsimile: (415) 956-1008  
ecabraser@lchb.com  
lhazam@lchb.com  
tzegeye@lchb.com  
cdperez@lchb.com

*Attorneys for Plaintiff Jane Doe (LCHB001)*