



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Sep-14-2017 3:49 pm

Case Number: CGC-17-561307

Filing Date: Sep-14-2017 3:38

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COMPLAINT

JANE DOE VS. UBER TECHNOLOGIES INC. A CORPORATION ET AL

001C06026341

**Instructions:**

Please place this sheet on top of the document to be scanned.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Jessica Dayton 231698  
ADZ Law, LLP  
2000 Alameda de las Pulgas, Ste 161  
San Mateo, CA 94403  
TELEPHONE NO.: (650) 458-2300 FAX NO.: (650) 458-2319  
ATTORNEY FOR (Name): JANE DOE

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**FILED**  
San Francisco County Superior Court  
SEP 14 2017  
CLERK OF THE COURT  
BY: *[Signature]*  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco  
STREET ADDRESS: 400 McAllister St.  
MAILING ADDRESS: 400 McAllister St.  
CITY AND ZIP CODE: San Francisco, CA 94102  
BRANCH NAME:

CASE NAME: Jane Doe, a minor, by and through her Guardian ad Litem Amy C. vs. Uber Technologies a Delaware corporation, and DOES 1 to 50, inclusive

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  
 **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**  
 **Counter**  **Joinder**  
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:  
JUDGE: **CGC-17-561307**  
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |  |   |   |
|--|---|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): seven (7)
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 9/14/17

Jessica Dayton

(TYPE OR PRINT NAME)

*[Signature]*  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- NOTICE**
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
  - File this cover sheet in addition to any cover sheet required by local court rule.
  - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
  - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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NO SUMMONS ISSUED

**FILED**

San Francisco County Superior Court

SEP 14 2017

CLERK OF THE COURT

By: *[Signature]*  
Deputy Clerk

1 JESSICA DAYTON (SBN:211103)  
ADZ LAW, LLP  
2 2000 ALAMEDA DE LAS PULGAS, SUITE 161  
SAN MATEO, CA 94403  
3 EMAIL: jdayton@adzlaw.com  
PHONE: (650) 458-2300  
4 FAX: (650) 458-2319  
5 ATTORNEY FOR JANE DOE

8 SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN FRANCISCO

**CGC-17-561307**

9 Jane Doe, a minor, )  
10 By and through her Guardian Ad Litem, Amy C. )  
11 Plaintiff, )  
12 v. )  
13 UBER TECHNOLOGIES, INC., a corporation, )  
RASIER, LLC, a Delaware Limited Liability )  
14 Company, and DOES 1 to 50, inclusive )  
15 Defendants. )

CASE NO.

**COMPLAINT FOR DAMAGES**

1. **NEGLIGENT HIRING, SUPERVISION AND RETENTION**
2. **NEGLIGENCE PER SE**
3. **ASSAULT**
4. **FALSE IMPRISONMENT**
5. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
6. **FRAUD; AND**
7. **GENDER DISCRIMINATION**

JURY TRIAL DEMANDED

18  
19  
20 PLAINTIFF JANE DOE ("Plaintiff") brings this action against Defendant UBER  
Technologies ("UBER"), Rasier, LLC ("Rasier") and DOES 1-50, and alleges as follows:

21  
22 I. **THE PARTIES**

23 1. Plaintiff, **JANE DOE**, is and at all relevant times was a resident and citizen of the State  
of California.

24 2. Defendant, **UBER TECHNOLOGIES, INC.**, is a Delaware Corporation with its  
25 principal place of business and headquarters in the State of California, County of San Francisco,  
26 where it conducts its business at 1455 Market Street, 4<sup>th</sup> Floor, San Francisco, CA 94105.

27 3. Defendant, **RASIER, LLC** is a Delaware Limited Liability Company and upon  
28

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1 information and belief a wholly owned subsidiary of Defendant, UBER Technologies, Inc.  
2 Rasier, LLC maintains its principal place of business, headquarters and conducts business at  
3 14555 Market Street, San Francisco, CA 94105, in the County of San Francisco.

4 4. Plaintiff is ignorant of the true names and identities of Defendants sued as **DOES 1-50**  
5 and therefore, sues such Defendants by such fictitious names. Plaintiff alleges that each of the  
6 Defendants named as Does 1-50 were in some manner negligent and/or otherwise responsible for  
7 the acts and omissions herein alleged and Plaintiff will seek leave of the Court to amend this  
8 Complaint when their identification has been ascertained.

9 5. Defendants UBER TECHNOLOGIES, INC., and RASIER, LLC, AND DOES 1-50 are  
10 collectively referred to as "UBER" or "Defendants" through the complaint unless separately  
11 identified by their individual legal identities.

12 6. Plaintiff is informed and believes that all defendants are liable for the acts of each other,  
13 all defendants hold themselves out to the public, and to Jane Doe, as a single entity through  
14 principles of respondeat superior, joint venture, partnership, ostensible partnership, agency,  
15 ostensible agency, alter ego, the employer/employee relationship or other forms of vicarious  
16 reliability.

17 7. Plaintiff, by and through her Guardian ad litem, Amy C., files this action under a  
18 pseudonym as she is a minor child victim. Plaintiff proceeds in this manner to protect her  
19 legitimate privacy rights as further disclosure would expose her to stigmatization and invasion of  
20 privacy. Defendants are aware of the true legal name of Jane Doe, the circumstances surrounding  
21 these causes of action, and with the service of the Complaint, Plaintiff will provide them with a  
22 separate notice of her true identity. Plaintiff further anticipates seeking concurrence from  
23 Defendants for entry into a protective order to prevent the unnecessary disclosure of Jane Doe's  
24 real name in the public record.

25 **II. JURISDICTION AND VENUE**

26 8. This is a complaint for damages to compensate Plaintiff for tortious acts committed  
27 against her by Defendants.

28 9. This Court may exercise personal jurisdiction over UBER Defendants consistent with the

1 California and U.S. Constitution, based on the location of their headquarters, their conduct of and  
2 principal place of business in San Francisco County, State of California.

3 10. Venue is otherwise proper in San Francisco County as the UBER Defendants conduct  
4 business here.

5 11. Plaintiff is a resident of California.

6 12. Certain witnesses with knowledge of and an in possession of certain relevant facts and  
7 evidence are present in San Francisco.

8 13. Venue is also proper to promote the convenience of witnesses and ends of justice.

9 **III. FACTUAL BACKGROUND OF TORTIOUS ACTS AGAINST PLAINTIFF**

10 14. These causes of action arise from the harms and losses sustained by Jane Doe, a minor,  
11 on or about February 17, 2017. Jane Doe was subjected to lewd and offensive comments inside  
12 an UBER vehicle, by an UBER driver, Defendant DOE 1. Upon complaining to Uber, Jane Doe  
13 was issued a refund of \$13.07, and UBER closed her account.

14 15. On February 17, 2017, at approximately 10:30 p.m. Jane Doe hailed an UBER, through  
15 the UBER App on her smartphone.

16 16. Jane Doe, a high school student, had used the UBER App with an account in her name to  
17 obtain countless rides on previous occasions.

18 17. After picking up Jane Doe, the UBER driver drove onto Highway 101, and then pulled  
19 onto the shoulder of the freeway. On the side of the highway, the UBER driver told Jane Doe,  
20 "why don't you sit in the front?"

21 18. Not having a choice and feeling fearful, Jane Doe got into the front seat of the car. Jane  
22 Doe told the UBER driver that she was 16 years old.

23 19. While driving, the UBER driver asked Jane Doe, "when did you lose your virginity?" and  
24 other similar sexually-related questions. He also told Jane Doe, "is it wrong that I have a boner?"  
25 He continued to make similar lewd comments while he drove her to her home.

26 20. After arriving at Jane Doe's home, the UBER driver pointed to his crotch and said, "Look  
27 how hard you've made me." Jane Doe then got out of the car and ran into her house.

28 21. The UBER driver lingered in his car outside of Jane Doe's home for approximately 10

1 minutes before driving away.

2 22. Jane Doe texted with UBER to complain about the UBER driver's behavior. UBER staff  
3 told Jane Doe, "I'm sorry about what happened. It's not okay. We're going to look into him."

4 23. UBER issued Jane Doe a refund for the cost of her ride in the amount of \$13.07.

5 24. Immediately thereafter, UBER disabled Jane Doe's account, informing her that minors  
6 are not supposed to have their own UBER accounts. They refused to interact with her any more  
7 about this incident.

8 25. Jane Doe's mother attempted to report the incident to UBER but was told by UBER that  
9 they could not discuss another person's UBER account with a third party.

10 **IV. FACTUAL BACKGROUND OF DEFENDANT UBER**

11 26. UBER operates as what was first deemed by it as a "ride sharing service" and now has  
12 come to be described, by UBER, as a "transportation network company."

13 27. UBER is the creator and provider of a downloadable software application known as the  
14 Uber application that allows customers to request a ride comparable to a taxi with the push of a  
15 button on a smartphone (the "Uber App".)

16 28. The purpose of the Uber App is to connect Uber approved drivers with members of the  
17 public in need of transportation. Once a consumer requests a ride through the Uber App, an  
18 approved Uber driver in the vicinity "accepts" the request and the App displays an estimated  
19 time of arrival for the Uber driver to arrive at the consumer's pickup location. The Uber App  
20 notifies the consumer when the driver is about to arrive and it provides general information about  
21 the driver, including the driver's first name, vehicle type, license plate number, and driver rating.  
22 The rider then enters the preferred destination, the fare is automatically calculated and charged to  
23 the payment method linked to the rider's Uber account, typically a credit card.

24 29. UBER solicits and retains non-professional drivers to provide common carrier  
25 transportation services for the general public.<sup>1</sup> Because the charges for these rides are UBER'S

26  
27 <sup>1</sup> The U.S. District Court for the Northern District of California held that Uber is a common carrier in California.  
28 *Doe v. Uber Techs, Inc.*, 184 F.Supp. 3d 774, 786 (N.D. Cal.2016) ("Plaintiff's allegations support the claim that Uber 'offers to the public to carry persons,' thereby bringing it within California's definition of common carrier for tort purposes.").

- 1 source of revenue, UBER requires a very large pool of non-professional drivers.
- 2 30. To assist with recruiting a large pool of drivers, UBER employs its drivers through an
- 3 app, which a driver applicant merely has to download (for free) on his smartphone.
- 4 31. The driver employment application process takes only a few minutes, with the
- 5 employment applicant only required to provide a few pieces of information, such as a photo of
- 6 the vehicle, a driver's license number, a social security number and proof of automobile
- 7 insurance. No special skill or training is required.
- 8 32. UBER also assists potential new drivers with obtaining vehicles used for UBER.
- 9 33. UBER acts as the actual employer and *de facto* employer of its drivers, including JANE
- 10 DOE'S driver, based upon, among other things, the following:
- 11 a. Uber has discretion and right to terminate its drivers with or without cause at any
- 12 time;
- 13 b. Fare prices for rides are set exclusively by UBER, and drivers have no input on the
- 14 fares they can charge to customers;
- 15 c. Drivers are not permitted to negotiate charged fares with customers;
- 16 d. UBER can modify charges to customers if it determines that a driver has taken a
- 17 circuitous route to a destination;
- 18 e. UBER takes a fee between 20-30% of every ride it charges to the customer;
- 19 f. UBER'S sole source of revenue is from charges to riders for trips taken with their
- 20 employees;
- 21 g. UBER controls its driver's contact with the customer base and considers its customer
- 22 list to be proprietary information;
- 23 h. UBER dictates the manner in which the UBER driver communicates with the
- 24 passenger, requiring them when approximately two minutes from the pick-up
- 25 location, to send a text-message;
- 26 i. Drivers are not permitted to answer rider inquiries about future rides outside of the
- 27 UBER app;
- 28 j. UBER requires its drivers to accept all ride requests when drivers are logged into the

- 1 app;
- 2 k. UBER drivers who reject too many ride requests face discipline including suspension
- 3 or termination;
- 4 l. UBER mandates the attire that its drivers wear, requiring them to dress
- 5 “professionally.”
- 6 m. UBER dictates how their employees are to perform their job, requiring them to open
- 7 doors for customers and pick up customers on the correct side of the street;
- 8 n. UBER dictates the work environment for its drivers and customers, requiring drivers
- 9 to keep their radios off, on a soft jazz or NPR-like station;
- 10 o. UBER uses feedback from customers that are given to rate UBER drivers on a scale
- 11 from 1-5 stars and UBER then uses those ratings to reward, discipline or even
- 12 terminate drivers;
- 13 p. In some cities, UBER provides cars for its UBER drivers to lease or purchase, thus
- 14 supplying the UBER driver with vehicle to be used in his employment with UBER;
- 15 q. UBER insures drivers while operating and carrying passengers.
- 16 r. Uber can deactivate its drivers and make the Uber App inaccessible with the push of a
- 17 button. Once deactivated, drivers cannot be paired with riders seeking rides through
- 18 the Uber App.
- 19 s. Uber processes and deals with customer complaints regarding drivers, and maintains
- 20 a driver rating system used by customers.

21 34. UBERS holds itself out as providing safe and reliable transportation to the general public  
22 and, in particular, to young women. Since its inception in 2010, Uber has aggressively marketed  
23 itself as a more efficient and safer alternative to public transportation and traditional taxis. Uber  
24 has also targeted specific groups of vulnerable riders who place a premium on safety, including  
25 women and intoxicated late-night riders.

26 35. UBER markets itself extensively as the best option for a safe ride home after a night of  
27 drinking. Indeed, UBER commissioned a report with Mothers Against Drunk Driving  
28 (“MADD”) where it claimed: “When empowered with more transportation options like Uber,



1 *people are making better choices that save lives.*” (Emphasis added.)

2 36. UBER further declared that “Uber and MADD are working toward a world *where a safe*  
3 *ride is always within reach and where drunk-driving is a thing of the past.*” (Emphasis added.)

4 37. On its website, UBER has made and makes promises to consumers that customer safety  
5 is priority, including:

6 a. “Uber is dedicated to keeping people safe on the road. Our technology enables us  
7 to focus on rider safety *before, during, and after* every trip.”

8 b. “[W]herever you are around the world, UBER is committed to connecting you to  
9 *the safest ride* on the road. That means setting the strictest safety standards  
10 possible, and then working hard to improve them every day. The specifics vary  
11 depending on what local governments allow, but within each city we operate, we  
12 aim to go above and beyond local requirements to insure your comfort and  
13 security – what we are doing in the U.S. is an example of our standards around the  
14 world.” (Emphasis added.)

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

17 d. “Making cities better is at the heart of everything we do. It’s much more than  
18 improving the way people get around. It’s celebrating what makes those cities  
19 special, caring about the people who make them great, and being responsible  
20 citizens. That’s why we work hard to keep our streets safe for everyone, whether  
21 they’re on foot, on a bike, or in another car.”

22 38. In or about April 2014, Uber created a specific webpage dedicated to touting the ‘safety’  
23 of riding with Uber (“the Safety” webpage.) Uber’s website prominently displayed the slogan  
24 “SAFEST RIDE ON THE ROAD – Going the Distance to Put People First” with a picture of a  
25 young girl riding in the front seat with an Uber driver.

26 39. In 2017, UBER makes promises that it has a “24/7 support” and “response team[s]” to  
27 respond to safety concerns.

28

1 a. On its "Trip Safety" webpage, UBER states: "24/7 support: Our support team is  
2 always ready to respond to any questions you may have about your trip and help  
3 you retrieve lost items."

4 b. On the same webpage, UBER also states: "Rapid response: Our specially-trained  
5 incident response teams are available around the clock to handle any urgent  
6 concerns that arise."

7 40. UBER makes promises about equal treatment of its customers.

8 a. "Open to everyone, everywhere. All ride requests are blindly matched with the  
9 closest available driver. So there is no discrimination based on race, gender, or  
10 destination."

11 41. Despite the representation that safety is of the utmost concern to UBER, UBER does not  
12 conduct meaningful background checks into its drivers. In fact, in 2014, the district attorneys for  
13 San Francisco and Los Angeles filed a lawsuit for its misleading statements regarding the safety  
14 of its services, including claims that Uber was "setting the strictest safety standards possible"  
15 with background checks that used "industry-leading standards." As part of the April 2016  
16 settlement, Uber agreed to no longer use phrases such as "safest ride on the road."

17 42. Another class action lawsuit was filed against Uber alleging that Uber misrepresents the  
18 "safe rides fee" for its UberX rides, as well as the nature of the background checks and safety  
19 measures taken on behalf of its riders.

20 43. Uber does not share with riders that making the choice to hail a ride with UBER also puts  
21 the rider in peril from the UBER drivers themselves. By marketing itself heavily towards young  
22 women and people who have been drinking, while claiming that ride safety is its #1 priority,  
23 UBER puts these women at risk.

24 44. UBER's "terms and conditions" state that "you must be at least 18 years of age, or the  
25 age of legal majority in your jurisdiction (if different than 18), to obtain an account." But when  
26 setting up an UBER account, a birth date is not required.

27 45. The specific "terms and conditions" state: "The Service is not available for use by  
28 persons under the age of 18." There is no requirement for Uber drivers to check if a rider is 18 or

1 not.  
2 46. Media reports reflect a pervasive lack of enforcement of the “18 and over” “condition.”  
3 “Even with such a rule in place, teens aren’t fazed – many hardly even know about it.” *Teens*  
4 *Technically Can’t Use Uber Until They’re 18*, Huffington Post, Feb 2, 2016. “Busy parents who  
5 don’t have time to schlep their kids back and forth from rehearsals, sports games, and dance  
6 classes are using Uber to easily get their kids from point A to point B...[D]rivers seem unsure  
7 about whether or not they should pick up kids whose parents hail an Uber for them.” *Parents are*  
8 *Using Uber to Shuttle Their Kids Home, Even Though Its Not Allowed*, Business Insider, March  
9 13, 2015. In message boards with Uber drivers, drivers rationalized picking up children. UBER  
10 launched “Uber Family,” “a new feature we’re launching that lets up to 5 riders safely and easily  
11 share one payment method.” “It’s a great way to help loved ones, friends or coworkers get where  
12 they want to go while you foot the bill.” In its March 16, 2016 blog post announcing this feature,  
13 nowhere does it mention that children under 18 are not permitted to have a “rider” account.

14 47. Without a meaningful method of checking on the qualifications of its drivers, but touting  
15 itself as a safe alternative to driving for young women, including children, it was foreseeable that  
16 inappropriate unwanted sexual conduct, like that perpetrated against Jane Doe, a minor, could  
17 and would occur.

18 **V. CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION**

20 **(NEGLIGENT HIRING, SUPERVISION, AND RETENTION)**

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

23 49. UBER hired DOE 1 as one of its drivers.

24 50. UBER knew or should have known that DOE 1 was unfit to be employed by it as a  
25 provider of transportation.

26 51. As a common carrier UBER owed plaintiff and the general public a duty of reasonable  
27 care in the hiring, training, and supervision of its drivers and is responsible for the negligent and  
28 tortious actions of its drivers.

1 52. UBER breached that duty of care in the hiring, retention, and/or supervision of DOE 1,  
2 who is unskilled, unfit and incompetent to perform the work for which he was hired, to provide  
3 "safe, reliable rides." It was reasonably foreseeable that to UBER that DOE 1 would expose  
4 riders to an unreasonable risk of harm.

5 53. UBER'S breach of its duty was a substantial factor in causing plaintiff's injuries.

6 54. As a direct and proximate result of the negligence, carelessness, recklessness, and  
7 unlawfulness of defendant, plaintiff sustained pain and suffering, serious emotional distress,  
8 mental anguish, embarrassment and humiliation.

9 55. Accordingly, plaintiff is entitled to recovery against defendants in an amount to be  
10 determined at trial.

11 **SECOND CAUSE OF ACTION**

12 **(NEGLIGENCE PER SE)**

13 56. Plaintiff realleges and reasserts each of the proceeding paragraphs as if fully set forth  
14 herein.

15 57. UBER driver, DOE 1, made lewd comments to a plaintiff, a minor, causing her mental  
16 suffering, in violation of Cal. Penal Code section 273a.

17 58. UBER driver, DOE 1's, lewd comments were a substantial factor in causing plaintiff's  
18 injuries.

19 59. As a direct and proximate result of the negligence, carelessness, recklessness, and  
20 unlawfulness of defendant, plaintiff sustained pain and suffering, serious emotional distress,  
21 mental anguish, embarrassment and humiliation.

22 60. The conduct DOE 1 driver engaged in was fraudulent, oppressive, ad/or malicious, and  
23 was in conscious disregard of the rights and safety of others, including, but not limited to,  
24 plaintiff herein, so as to warrant the imposition of punitive damages pursuant to California Civil  
25 Code section 3294.

26 61. UBER is liable for the actions of its agents directly and under the doctrine of *respondeat*  
27 *superior*.

28



1 herein.

2 72. UBER'S employee, while he was performing his job duties, would not let Jane Doe exit  
3 the car. Jane was confined in the car against her will for a significant period of time.

4 73. During her confinement, Jane Doe feared for her safety.

5 74. UBER is liable for the actions of its agents and employees directly and under the doctrine  
6 of *respondeat superior*.

7 75. UBER is a common carrier who must carry passengers safely. As a common carrier,  
8 UBER is vicariously liable for its employees' and agents' intentional and negligent torts, whether  
9 or not such acts were committed within the scope of employee.

10 76. UBER breached its duty of care in its actions toward plaintiff.

11 77. As a direct and proximate result of the aforementioned conduct, plaintiff has sustained  
12 and will sustain pain and suffering and serious psychological and emotional distress, mental  
13 anguish, embarrassment and humiliation.

14 78. The conduct UBER engaged in was fraudulent, oppressive, and/or malicious, and was in  
15 conscious disregard of the rights and safety of others, including, but not limited to, plaintiff  
16 herein, so as to warrant the imposition of punitive damages pursuant to California Civil Code  
17 section 3294.

18 79. Accordingly, plaintiff is entitled to recovery against defendants in an amount to be  
19 determined at trial.

20 **FIFTH CAUSE OF ACTION**

21 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

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

24 81. UBER'S employee while he was performing his job duties, engaged in conduct toward  
25 Jane Doe that is extreme and outrageous so as to exceed the bounds of decency in a civilized  
26 society, namely, he caused a minor child to experience mental suffering by making lewd  
27 comments and exhibiting lewd behavior toward her, pointing to his genitalia and suggesting she  
28 had caused him to become sexually aroused.

1 82. Upon being notified of DOE 1's outrageous behavior, rather than take measures to assure  
2 Jane Doe that driver DOE 1 would cease to be an UBER driver and be reprimanded for his  
3 outrageous behavior, UBER terminated plaintiff's user account.

4 83. UBER is liable for the actions of its agents directly and under the doctrine of *respondeat*  
5 *superior*.

6 84. UBER is a common carrier who must carry passengers safely. As a common carrier,  
7 UBER is vicariously liable for its employees' and agents' intentional and negligent torts, whether  
8 or not such acts were committed within the scope of employee.

9 85. UBER breached its duty of care in its actions toward plaintiff.

10 86. As a direct and proximate result of the aforementioned conduct, plaintiff has sustained  
11 and will sustain pain and suffering and serious psychological and emotional distress, mental  
12 anguish, embarrassment and humiliation.

13 87. The conduct UBER engaged in was fraudulent, oppressive, ad/or malicious, and was in  
14 conscious disregard of the rights and safety of others, including, but not limited to, plaintiff  
15 herein, so as to warrant the imposition of punitive damages pursuant to California Civil Code  
16 section 3294.

17 88. Accordingly, plaintiff is entitled to recovery against defendants in an amount to be  
18 determined at trial.

19 89. The aforementioned events took place due to the negligent acts and/or omissions of  
20 UBER and its agents, servants, employees and or licensee, all of whom were acting within the  
21 scope of their authority, within the scope of and in furtherance of their employment, and in  
22 furtherance of their agency.

23 **SIXTH CAUSE OF ACTION**

24 **(FRAUD)**

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

27 91. UBER made intentional misrepresentations of fact to plaintiff, and the general public,  
28 known by defendant to be false, to wit, that plaintiff would be safe taking UBER rides with

1 drivers screened by UBER. UBER advertised, marketed, and held itself out as safe for rides and  
2 passages for young women, in particular those who may have been consuming alcohol and  
3 intoxicated.

4 92. UBER's false statements concerning the safety of its drivers and the safety measures that  
5 it took were made knowingly, willfully, and with wanton and reckless disregard for the truth to  
6 deceive and defraud plaintiff in agreeing to use UBER's services.

7 93. Plaintiff actually and reasonably relied on the false facts and misrepresentations made by  
8 defendant when she agreed to utilize UBER's services, upon the basis set forth above, including  
9 safe passage.

10 94. As a result of defendant's deliberate misrepresentation of material facts, plaintiff suffered  
11 significant harms.

12 95. Accordingly, plaintiff is entitled to recovery against defendants in an amount to be  
13 determined at trial.

14 **SEVENTH CAUSE OF ACTION**

15 **(GENDER DISCRIMINATION)**

16 96. Plaintiff realleges and reasserts each of the proceeding paragraphs as if fully set forth  
17 herein.

18 97. UBER driver, DOE 1, made lewd comments and egregious actions to minor child JANE  
19 DOE which he would not have made if she were not female. These comments reflected a failure  
20 to provide full and equal accommodations, advantages, privileges, or services in a business  
21 establishment, due to JANE DOE's gender.

22 98. UBER, a business establishment, learned of DOE 1 and failed to adequately respond to  
23 this complaint. Rather than take measures to ensure that DOE 1 would cease his discriminatory  
24 driving practices, UBER terminated plaintiff's user account.

25 99. The above acts of UBER and DOE defendants violated the Unruh Civil Rights Act, Civil  
26 Code of California § 51.

27 100. Accordingly, Plaintiff is entitled to recovery against Defendants in an amount to  
28 be determined at trial, which shall include up to three times the amount of actual damage but in



1 no case less than \$4000 pursuant to Civil Code of California § 52(a); the costs of suit incurred in  
2 this action for attorney's fees; and further relief that the court may deem just and proper.

3 **VI. PRAYER FOR RELIEF**

4 101. As a direct and proximate result of the lewd, offensive, discriminatory, and  
5 outrageous acts of Defendant, as herein alleged, Plaintiff sustained injuries in the form of great  
6 mental and emotional pain and suffering. As a result, Plaintiff has sustained general damages.

7 102. Defendants acted with oppression, fraud, and malice, thereby entitling Plaintiff to  
8 punitive damages pursuant to Civil Code Section 3294(a).

9 103. Defendants actions have caused Plaintiff to incur attorneys' fees to bring the  
10 present action.

11 104. WHEREFORE, Plaintiff respectfully requests that the Court enter judgment  
12 against Defendants as follows for the above listed causes of action:

- 13 1. That the Court issue temporary and permanent injunctive relief against Defendants that
- 14 Defendant DOE 1 be enjoined and restrained from driving as an UBER driver;
- 15 2. For general damages according to proof;
- 16 3. For special damages according to proof;
- 17 4. For damages pursuant to Cal. Civ. Code Section 52(a);
- 18 5. For punitive damages;
- 19 6. For attorney's fees incurred herein;
- 20 7. For costs of suit incurred herein;
- 21 8. For an award of interest, including prejudgment interest, at a legal rate;
- 22 9. For such other and further relief as the court may deem proper.

23  
24 DATED: 9/14/17

ADZ Law, LLP

25  
26 By:   
27 JESSICA DAYTON, Attorney for Jane Doe  
28