

1 [Submitting counsel below]

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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8 **IN RE: LYFT, INC., PASSENGER
SEXUAL ASSAULT LITIGATION**

No. 3:26-md-03171-RFL

9

MASTER LONG-FORM COMPLAINT

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JURY TRIAL DEMANDED

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This Document Relates to:

Judge: Honorable Rita F. Lin

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All Cases

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1 **I. PRELIMINARY STATEMENT**

2 Under Pretrial Order No. 5 (ECF No. 87), Plaintiffs’ Co-Lead Counsel and the Plaintiffs’
3 Steering Committee submit this Master Long-Form Complaint. This complaint is an administrative
4 device as described in *In re Propulsid Prods. Liab. Litig.*, 208 F.R.D. 133, 142 (E.D. La. 2002) and
5 *Gelboim v. Bank of Am.*, 574 U.S. 405, 413 n.3 (2015) (discussing the procedure where a “master
6 complaint is not meant to be a pleading with legal effect but only an administrative summary of the
7 claims brought by all the plaintiffs”). This complaint does not supersede any complaints already
8 filed (or that will be filed) in cases filed in or transferred to this MDL. This complaint is submitted
9 for the purposes of defining the scope of common discovery in this multidistrict litigation,
10 permitting the Court, if it so desires, to address certain common legal issues, and setting forth
11 potential claims that individual Plaintiffs may assert against Defendant Lyft, Inc. (“Lyft”).

12 Any claims Plaintiffs may assert against other defendants are not within the scope of this
13 complaint. Plaintiffs anticipate the short-form complaint envisioned by PTO No. 5 to include an
14 opportunity for Plaintiffs to identify additional defendants and a later opportunity at the bellwether
15 pleading stage to make further amendments.

16 This complaint does not necessarily include all claims asserted in all of the actions
17 transferred to this Court, nor is it intended to consolidate the separate claims asserted by Plaintiffs.
18 As a result, this complaint does not include every Plaintiff-specific fact alleged in underlying
19 complaints, or that would be alleged in a short-form complaint. Plaintiffs anticipate the short-form
20 complaint envisioned by PTO 5 will include an opportunity for Plaintiffs to identify additional
21 claims and additional case specific amendments to be made at the bellwether pleading stage.

22 Plaintiffs plead all claims in this complaint in the broadest sense, under any laws that may
23 apply under choice-of-law principles, including the laws of Plaintiffs’ resident states, the laws of
24 states in which Plaintiffs were assaulted or harassed, the laws of the states in which Plaintiffs’
25 complaints were filed, or the laws of the state where Lyft maintains its headquarters and where its
26 wrongful conduct occurred.

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1 **II. INTRODUCTION**

2 1. In 2007, when Zimride (later renamed Lyft) was founded, the general public
3 considered it unreasonably dangerous for a young woman (or any solo traveler for that matter) to
4 get into a complete stranger’s private car in order to travel to a specific destination. That would
5 have been considered hitchhiking. A foreseeable risk of hitchhiking was the potential for sexual
6 assault.

7 2. If someone needed a ride, one approach that had long been considered reasonably
8 safe was to hail a licensed taxi. For decades, local authorities have heavily regulated taxi drivers
9 and taxicabs to provide safeguards and protections for prospective passengers against unscrupulous
10 or predatory drivers. For example, currently in San Francisco, an applicant to become a taxi driver
11 must: submit fingerprints that are checked against the California DOJ “RAP Sheet” database; pass
12 a written exam; complete a driver training course; provide a recent photograph; submit to an alcohol
13 and drug test; receive a negative result on the alcohol and drug test; authorize the city to obtain the
14 results of past alcohol and drug tests;¹~~OBJ~~ ²~~OBJ~~

15 3. In 2012, Zimride (later re-named Lyft), decided to start offering inexpensive rides
16 by harnessing “ridesharing” where trips were provided by random laypersons rather than
17 professional drivers. This was a radical concept, with some obvious risks.

18 4. This was a novel form of application-supported transportation, where Lyft would
19 connect individuals who need a ride with individuals who have a driver’s license, access to a car,
20 and willingness to offer a ride (so-called “peer-to-peer rides” or “ridesharing”). For the first time,
21 Lyft was connecting riders with drivers who were not associated with licensed taxis or TCPs.

22 5. Lyft’s new transportation system was convenient and affordable for the public, and
23 lucrative for Lyft. On the other hand, Lyft’s business model placed a rider who was trusting in
24 Lyft’s reputation, and a driver about whom the rider and Lyft both knew very little, in an isolated
25 setting (a private vehicle) with limited means for the rider to escape if something went awry. This
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27 _____
28 ¹ S.F. Transp. Code § 1103(c).

² *Id.* § 1108(a).

1 business model foreseeably increased risk of sexual assault, especially for solo women passengers.³

2 Lyft should have taken action to prevent such assaults but chose instead to pursue growth.

3 6. In order to keep building this new industry and beat the competition, Lyft needed to
4 make the acquisition of drivers and riders as cheap and frictionless as possible. Anything that
5 discouraged riders or drivers from using the product would hurt the bottom line.

6 7. Lyft had to change the public's attitude toward getting into a private car driven by a
7 random layperson such that there would be demand for its rides. Lyft did so by assuring passengers
8 that Lyft was safe. This ubiquitous messaging generated reassurance that passengers could count
9 on Lyft to keep them safe. It removed the friction that would otherwise prevent people from using
10 Lyft's product.

11 8. The result is a universal understanding by the public that a Lyft ride is not a ride
12 with a stranger; it is a ride *with Lyft*, arranged and procured *by Lyft*, in cars operated by vetted and
13 approved *Lyft drivers*, and with trip monitoring and fare management exclusively within the *Lyft*
14 *App*. It is the imprimatur of a legitimate and responsible corporation—Lyft—overseeing virtually
15 every aspect of the ride that gives passengers the necessary sense of safety and security to get into
16 the car with a Lyft driver. Passengers are largely motivated by safety when choosing Lyft's services.

17 9. Lyft also had to circumvent the taxi industry's existing safety regulations, and
18 minimize background checks, safety checks, and oversight of drivers, in order to rapidly recruit a
19 fleet of non-professional drivers to meet this demand.

20 10. Lyft's business plan required that its drivers never be treated as Lyft's employees.
21 If the drivers could establish employee status, then Lyft would be on the hook for the associated
22 costs, such as overtime, workers' compensation, unemployment insurance, etc. This motivation in
23 turn informed the company's approach to safety. If Lyft effectively deterred its drivers from
24 misconduct, it would have demonstrated Lyft's control over those drivers, thereby supporting their
25 employment-based claims.

26
27
28 ³ References to pronouns, gender, and sexual orientation are not exclusive. This Complaint includes
claims on behalf of individuals whose identities may not align with such language.

1 11. At every step, Lyft’s approach to safety reflected its dominant goals of recruiting
2 riders and drivers with as little friction as possible. Lyft chose to achieve growth at the expense of
3 women’s safety. When Lyft launched its new transportation system, it did not hire any safety
4 experts nor did it expend efforts about how to prevent sexual assault. To this day, Lyft’s efforts
5 regarding safety are primarily focused on appearing safe, not actually being safe.

6 12. Lyft reassures riders that “we’re focused on making your experience safe. With
7 protective measures like driver background checks . . . When you ride with Lyft, you join a
8 community that prioritizes safety.”⁴ Lyft’s public representations state that “safety is our top
9 priority”⁵, and “it is our goal to make every ride safe, comfortable and reliable.”⁶ But, unlike the
10 taxi industry, Lyft conducts background checks using the information a driver provides (name and
11 social security number, which may or may not that of the actual driver) and not using any biometric
12 information (e.g. fingerprints).⁷ Lyft conducts these background checks using often-sparse public
13 databases, not the FBI database used by the taxi industry.⁸ When states (such as Maryland and
14 Massachusetts) performed their own fingerprint-based background checks, thousands of drivers
15 who were eligible under Lyft’s standards flunked the official checks.⁹ Lyft knows its background
16 checks are inadequate and knows that fingerprint-based background checks would be safer for
17 riders. But because Lyft’s business requires rapid onboarding of new drivers to maintain a steady
18 supply of rides, it will not change its practices. Indeed, Lyft has exited markets that required
19 fingerprinting.¹⁰

20 13. Despite their known inadequacy, Lyft relies on these flawed background checks as
21 its sole method for screening out ill-intentioned drivers. It does not meet its drivers in person or

22 _____
23 ⁴ <https://www.lyft.com/safety/rider>.

24 ⁵ https://kslegislature.gov/li_2020/b2019_20/committees/ctte_s_trnsprt_1/documents/testimony/20190213_03.pdf.

25 ⁶ <https://www.lyft.com/blog/posts/safe-rides-safer-communities>.

26 ⁷ <https://thehill.com/policy/technology/281791-uber-and-lyft-among-those-hitting-fbi-for-fingerprint-photos-database/>.

27 ⁸ <https://edition.cnn.com/2018/06/01/us/felons-driving-for-uber-invs/index.html>.

28 ⁹ https://web.archive.org/web/20181219231221/https://www.washingtonpost.com/opinions/uber-and-lyfts-arguments-against-fingerprinting-make-little-sense/2017/01/02/a0926aae-ce1b-11e6-b8a2-8c2a61b0436f_story.html?utm_term=.bf24a63bd080.

¹⁰ <https://www.cato.org/blog/uber-lyft-leave-austin-over-fingerprint-requirement>.

1 online. It does not interview them. It does not require any references. It does not contact prior
2 employers. There are no drug and alcohol tests. There are no exams.

3 14. In the past, Lyft gained riders' trust through fraudulent advertising. But Lyft never
4 told riders the truth. Instead, Lyft changed its safety representations to be increasingly vague.

5 15. Lyft knows that its transportation system is particularly high risk for intoxicated
6 riders, especially intoxicated women. Nonetheless, Lyft's advertising disproportionately targets
7 women with dedicated ad campaigns and webpages devoted to women's safety. Its marketing
8 photos and videos predominantly feature smiling women riding with Lyft.

9 16. Lyft also specifically markets its rides as a safe, smart transportation option for
10 intoxicated riders. Lyft heavily promotes its rides, on New Year's Eve and other holidays, as a safe
11 way to get home after an evening of drinking. This marketing is broadly targeted. Lyft engages in
12 joint marketing with alcohol manufacturers and local bars, telling women that it is ok to have
13 another drink and be assured they have a ride home.

14 17. Lyft knowingly puts drunk women riders at risk. And when those riders report
15 sexual assaults in court, Lyft uses the fact of their intoxication to question their credibility.

16 18. To maintain a false sense of security, Lyft builds low-cost features that superficially
17 and superfluously address safety. Lyft avoids taking more meaningful steps readily available to it
18 as a resource-rich tech company with complete control over the ride environment and experience.

19 19. One such step would be requiring cameras in cars. For years, Lyft has known that
20 mandatory cameras (which the driver cannot disable during a trip) would effectively deter sexual
21 assault. It knows that cameras would help women report sexual assaults with more confidence that
22 they could prove their claims. But it also knows that requiring cameras would slow onboarding of
23 new drivers, discourage some drivers from signing up (and so decrease Lyft's revenue), and
24 jeopardize Lyft's argument that drivers are independent contractors. Cameras might also make it
25 more difficult to find passengers because they would be reminded, contrary to Lyft's messaging,
26 that Lyft's product carried dangerous risks. For these reasons, Lyft does not mandate cameras.

27 20. Lyft does not adequately monitor drivers' safety performance. Lyft makes it hard
28 for riders to report sexual assault, since it does not want to disclose the true safety risks to regulators

1 or the public. By impeding reports of sexual assault, Lyft fails to protect riders from drivers it
2 should terminate. Lyft also deprives itself of the true data on sexual assault, preventing it from
3 meaningfully studying prevention.

4 21. Lyft also misleads riders by displaying each driver’s purported overall rating (out of
5 five stars) next to the driver’s total number of trips. But the star rating actually reflects only the past
6 1,000 trips, not a complete track record. Moreover, Lyft drops some low reviews from the overall
7 star rating it displays and defaults to a five-star rating if a rider does not provide one.

8 22. Lyft does not protect riders from drivers who have shown themselves to be a threat.

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 23. Even though sexual assault is underreported, and even though Lyft discourages
15 reporting, thousands of women have come forward to say they were sexually assaulted during Lyft
16 rides. Lyft refuses to take any responsibility for allowing these assaults to occur.

17 24. In fact, Lyft’s legal position is and always has been starkly different from what it
18 tells the public. Lyft pretends that it takes responsibility for the safety of its rides. To this day,
19 Lyft’s website proclaims: “we’re a community built on putting safety first.”

20 25. In contrast to these representations, Lyft has aggressively lobbied for the enactment
21 of laws and regulations saying that Lyft is merely a technology platform, or a middleman between
22 riders and drivers, and that it does not control, direct, or manage its drivers and so cannot be held
23 culpable for what occurs during a ride.

24 26. For Lyft, sexual assault and harassment in its vehicles is the price of doing business.
25 When women are assaulted on its platform, Lyft does not take responsibility but instead blames its
26 drivers and even the passengers themselves. As if it were passengers’ responsibility to avoid
27 dangerous Lyft drivers, rather than Lyft’s responsibility to provide the safe ride it promised.
28

1 27. Lyft’s litigation strategy is to blame everyone except Lyft. Lyft blames the driver,
2 even though Lyft’s marketing position is that passengers ride with Lyft and that Lyft will keep them
3 safe. And Lyft blames passengers for not reporting their assaults to law enforcement, even though
4 Lyft makes it as difficult as possible for them to do so.

5 28. This litigation aims to require a different way of doing business—to force Lyft to
6 live up to its promise and undertaking of providing safe transportation. Plaintiffs are women and
7 others who were sexually assaulted or harassed by Lyft drivers in connection with Lyft rides. They
8 seek compensation, and punitive damages, to ensure sexual assault in Lyft vehicles is foreclosed to
9 the greatest extent possible.

10 **III. PARTIES**

11 **A. Plaintiffs**

12 29. This complaint includes all Plaintiffs who file a short-form complaint, the content
13 of which will be negotiated by the parties and ordered by the Court. Plaintiffs are individuals who
14 suffered personal injuries as a result of their use of Lyft’s product and services.

15 **B. Defendant**

16 30. Defendant Lyft, Inc. (“Lyft”) is a Delaware Corporation with its principal place of
17 business at 185 Berry Street, San Francisco, California. San Francisco is the center of corporate
18 decision-making with respect to the hiring and supervision of Lyft drivers, safety precautions,
19 passenger safety, as well as decision-making with respect to Lyft’s response to the ongoing sexual
20 attacks upon Lyft passengers.

21 **IV. JURISDICTION AND VENUE**

22 31. As an MDL transferee court, this Court has subject matter and personal jurisdiction
23 to the same extent as the respective transferee courts do.

24 32. In general, federal courts have subject matter jurisdiction over each of the actions
25 under 28 U.S.C. § 1332(d) because Plaintiffs are citizens of states other than California and
26 Delaware, and Defendant is a citizen of California. However, this complaint does not purport to
27 establish or refute subject matter jurisdiction in any given individual’s case.
28

1 33. This Court has personal jurisdiction over Defendant because of its significant
2 contacts related to this litigation in each State makes personal jurisdiction proper over Defendant.

3 34. In particular, this Court has personal jurisdiction over Defendant for cases filed in
4 this District because it is at home in this district and so is subject to both general and specific
5 personal jurisdiction here.

6 35. Venue is proper in this District for pretrial purposes for all cases because this
7 litigation was centralized here under 28 U.S.C. § 1407.

8 36. Venue is proper in this District under 28 U.S.C. § 1391(a) for cases filed here
9 because a substantial part of the events and omissions giving rise to those Plaintiffs' claims
10 occurred in this district.

11 **V. FACTUAL ALLEGATIONS**

12 37. Plaintiffs assert that each fact stated in this Complaint was and is true at all relevant
13 times, past and present, unless otherwise specified.

14 **A. The Lyft Transportation System**

15 38. Lyft is a transportation company headquartered in San Francisco, California that
16 created an app-based transportation system that eventually spread through the United States and
17 around the world.

18 39. Lyft provides an online and mobile application—the “Lyft App.” The Lyft App
19 connects persons seeking transportation with persons who use their personal vehicles to provide
20 transportation in exchange for compensation. Users request and pay for rides through the customer
21 version of the Lyft App. Drivers are notified of requested rides, which they can then accept and be
22 compensated for by Lyft through the driver version of the Lyft App.

23 40. Anyone from the public may download either version of the Lyft App for free.

24 **1. Lyft maintains complete control over its transportation system,**
25 **including the Lyft App, and so has the ability and responsibility to**
26 **prevent sexual misconduct facilitated by that system.**

27 41. Lyft is the designer and operator of its transportation system, and the designer,
28 manufacturer, operator, and seller of the Lyft App that supports that system.

 42. Lyft alone decides who can access the Lyft App.

1 43. On the passenger end, Lyft decides who will be approved, and on what terms, to be
2 a Lyft account holder and thus be able to use the Lyft App. This includes promulgating and
3 enforcing rules regarding age restrictions, number of accounts per person, assignability and
4 transferability of the account, and the ultimate right to approve, delete, or deactivate accounts.

5 44. On the driver end, Lyft alone decides which drivers it will recruit, who will receive
6 access to its transportation platform, and on what terms. It chooses whether and how to screen those
7 drivers. It alone decides what background checks to use, how far back to look, what prior offenses
8 will be disqualifying, whether and how to onboard drivers in the absence of meaningful background
9 checks (e.g., when a driver has recently moved to the jurisdiction where the background check is
10 conducted), whether to conduct in-person interviews, whether to conduct in-person trainings or
11 orientations, whether to have any in-person interactions with drivers, whether to conduct drug
12 alcohol screenings, and whether to require training or have drivers take exams.

13 45. Lyft passengers and Lyft drivers are subject to Lyft's policies and procedures, of
14 which Lyft has ultimate and exclusive authority to enforce.

15 46. Lyft designs the way in which the entire transportation experience will work.

16 47. Lyft selects which driver will be matched with which rider, and the basis on which
17 that match will occur.

18 48. Lyft designs the ride pick-up experience. It sets the pick-up and drop-off location.
19 It decides what trade dress, markings, decals, devices, and in-App tools will be used for the driver
20 and rider to recognize one another.

21 49. Lyft decides which aspects of a driver and rider's transportation experience
22 (including but not limited to requesting a ride, requesting a ride for someone else, accepting a ride,
23 locating a rider, locating a driver, getting into a driver's vehicle, driving to a destination, making
24 stops, changing destinations, adding multiple destinations, arriving at a destination, and
25 disembarking) will be supported by buttons, controls, information, and other tools within the Lyft
26 App, or by technology, devices, and services external to the Lyft App.

27 50. When users arrange transportation with the Lyft App, they input their destination
28 and request a driver. The Lyft App then uses an algorithm to match the user with a nearby driver.

1 Lyft drivers must be logged onto the Lyft App and indicate their ability to provide rides to be
2 matched with a rider.

3 51. Lyft has complete control over the amount of the fare, including additional fees and
4 when to implement dynamic pricing.

5 52. Likewise, Lyft controls all promotional offers, vouchers, and discounts and how
6 they can be applied to a particular fare.

7 53. If a rider chooses to cancel a trip, it must be canceled through the Lyft App and Lyft
8 will determine if a cancellation fee will be charged and in what amount.

9 54. If a rider chooses to modify a trip, such as adding additional stops, it must be
10 modified through the Lyft App and Lyft will determine if additional fees will be charged and in
11 what amount.

12 55. Lyft collects GPS data and information on its drivers whenever they are using the
13 Lyft App, and on riders from at least the time they request a ride until after they are dropped off.

14 56. Lyft decides what information will be provided to the passenger about the Lyft
15 driver and vice versa. In doing so, Lyft has decided that limited information should be provided.
16 Passengers receive only a photo of the Lyft driver, along with the driver's first name, vehicle type
17 and license plate number.

18 57. Lyft does not provide drivers and riders with one another's contact information.
19 Instead, all communications must be made through, or to, Lyft. Lyft decides what communications
20 can be sent and when. After a ride, for example, a rider cannot request a refund directly from a
21 driver, but only from Lyft.

22 58. Lyft handles and decides the outcome of all complaints, issues, and grievances
23 regarding the Lyft ride.

24 59. When a Lyft driver or rider sends a support message through the Lyft App, or calls
25 Lyft with a concern or complaint, Lyft responds using automated software programming and, where
26 necessary, deploying a global customer support staff that follows Lyft's protocols to address the
27 concern or complaint. Lyft facilitates, controls, tracks, and records these interactions via its internal
28 customer service software.

1 60. Neither drivers nor riders have access to the information in Lyft’s internal customer
2 service relations platform. Lyft has the ability to track and investigate driver and rider misconduct
3 that occurs when drivers and riders use Lyft’s transportation services, and over time it has increased
4 its actual tracking of driver misconduct.

5 61. A rider has no knowledge of a Lyft driver’s prior bad actions, including whether the
6 Lyft driver had prior complaints, is or was under investigation for misconduct, or had been subject
7 to any suspension or other disciplinary action. A rider further has no control over which Lyft driver
8 they will be paired with on any ride. Lyft alone controls the pairing and controls access to all
9 information between the rider and the driver.

10 **2. Lyft controls its drivers and their work.**

11 62. Lyft exercises extensive control and direction over its drivers in connection with the
12 performance of the work that Lyft hires the drivers to perform.

13 63. Lyft is a transportation company that provides transportation as its core business.
14 Lyft drivers’ work is thus squarely within and integral to the usual course of Lyft’s business, as
15 Lyft cannot provide transportation services without drivers.

16 64. Driving for Lyft is not a specialized skill. Lyft drivers are largely nonprofessional,
17 untrained individuals, who have no specialized background, education, training, or experience
18 related to their work for Lyft. Lyft drivers are not customarily engaged in an independently
19 established trade, occupation, or business.

20 65. No preparation or up-front investment is required to work for Lyft. Any person with
21 a vehicle and driver’s license can decide to drive for Lyft, and apply to do so within the very same
22 hour.

23 66. Lyft’s investments into its transportation company greatly outweigh the investments
24 by the Lyft driver. Lyft has invested hundreds of millions of dollars into its transportation network
25 and transportation systems.

26 67. No specialized tools or equipment are required to drive for Lyft. Rather, Lyft drivers
27 need only have a personal vehicle that is subject to approval by Lyft.

28

1 68. Lyft provides its approved Lyft drivers with access to Lyft-branded decals and
2 signage for use in their vehicles while they maintain active Lyft accounts.

3 69. Lyft drivers operate in an environment and under such restrictions (or lack thereof)
4 as Lyft unilaterally decides.

5 70. Lyft drivers must use the Lyft App to access, accept, and complete Lyft rides.

6 71. Lyft monitors how long a Lyft driver has been driving and disables the driver's App
7 for six hours after driving time reaches 12 hours.

8 72. Lyft retains the ability to deactivate a driver's App without notice or investigation.

9 73. Lyft has exclusive control over the customer list (riders), customer locations, and
10 the customer's destination requests.

11 74. Lyft designates the approved geographical region for the Lyft driver. If the Lyft
12 driver wants to receive rides outside of that area, they must submit a request to Lyft.

13 75. Lyft assigns all drivers' work through its driver/rider matching algorithm. The Lyft
14 driver cannot choose which rider to be matched with, nor can riders choose their drivers.

15 76. Lyft has exclusive control of the customer volume. Lyft decides who, when, where,
16 and how many ride requests to assign to each driver.

17 77. The Lyft driver has zero control over the value of the services provided. Lyft
18 unilaterally sets the base fare, time fare, distance fare, wait-time fare, and all surge fares
19 (algorithmic increases in fares to reflect supply of drivers and demand of riders).

20 78. Lyft dictates what forms of payment are accepted and forbids Lyft drivers from
21 requesting or accepting cash for fares.

22 79. Lyft requires that drivers comply with the Americans with Disabilities Act, which
23 includes requirements for wheelchair-bound users.

24 80. Lyft forbids drivers from negotiating a different fare with riders for any trip on its
25 system.

26 81. Lyft tracks Lyft driver locations and suggests certain routes for trips. Lyft has the
27 right to adjust a fare if a driver takes a different route.

28

1 82. Lyft alone decides what percentage of each fare to keep and what percentage to pay
2 to the driver or, in some cases, whether to share certain fares with the driver at all. Up until 2024,
3 Lyft did not inform drivers how much the rider is paying.

4 83. Lyft processes all payments and distribution of payments to the driver.

5 84. To begin work, a driver logs into the Lyft App and then waits for Lyft to select a
6 customer.

7 85. Lyft uses real-time GPS monitoring to track the driver at all times while logged into
8 the app.

9 86. Lyft unilaterally decides when and where to send the driver trip assignments for
10 customers requesting rides.

11 87. Until recently, once Lyft gives a driver a trip assignment, Lyft allows the driver a
12 short period of time during which to “accept” the assignment. However, the appearance of a
13 “decision” by the Lyft driver as to whether to “accept” a ride is only superficial. Lyft controls the
14 information provided to the Lyft driver during this time period, and it generally does not provide
15 the driver the estimated fare, estimated distance, rider’s pickup location, or final destination (despite
16 possessing all of the information) to allow the driver to make an economic assessment.

17 88. Lyft monitors the driver’s use of the Lyft App, and the rate of accepted, declined,
18 and cancelled assignments, which Lyft can use to deactivate or suspend the driver.

19 89. Once a driver accepts a trip assignment, the driver is dispatched but has not picked
20 up the rider.

21 90. Lyft provides a driver with the rider’s pickup location.

22 91. Upon arriving at a rider’s location, once the rider enters, the driver must inform the
23 Lyft App to begin the trip.

24 92. Lyft uses its technology to monitor the driver’s speed and location; whether the
25 driver is arriving within Lyft’s estimated time of arrival; and whether the driver is operating his
26 vehicle in a way Lyft deems acceptable. Lyft can, and at least sometimes does, monitor audio within
27 a vehicle, but does not make the audio recording available to drivers or riders, and instead uses the
28 audio when doing so would protect Lyft’s interests.

1 93. Additionally, Lyft uses its technology and GPS data to monitor the speed, braking,
2 and other driving maneuvers. Lyft’s system monitors this data for every trip, and sends “instant
3 alerts” to drivers during rides if any driving issues arise.

4 94. If Lyft identifies any unusual activity during a ride, Lyft will contact the driver to
5 check in.

6 95. Lyft controls the driver’s actions by threatening to deactivate or suspend drivers if
7 they do not maintain a certain star rating. Lyft unilaterally sets the star rating and constantly prompts
8 Lyft drivers to keep a high star rating or to improve the star rating if the driver is not performing to
9 Lyft’s standards.

10 96. Lyft unilaterally sets the percentage of trips a driver can cancel. A “cancelation”
11 occurs if the driver accepts the trip and then cancels the trip before the rider enters the vehicle. Lyft
12 can suspend a driver if the driver cancels too many trips.

13 97. If a driver engages in misconduct or alleged misconduct Lyft can and will issue a
14 notation on the driver’s account. In Lyft’s discretion, a certain number of notations can result in the
15 driver being permanently removed from the Lyft App. However, Lyft does not inform riders
16 whether a driver was previously issued a notation on their account.

17 **B. An elevated risk of sexual assault was always a foreseeable consequence of**
18 **Lyft’s transportation model, and Lyft always had a duty to address and**
19 **prevent this harm.**

20 98. Reasonably careful and responsible businesses adopt a “think before you act” way
21 of doing business. They do not just think about how to make money, but also about the effects their
22 actions will have on others, including on public safety. They think about whether their business
23 will put people at risk, including the risk of crime, and they think about how to reduce any such
24 risk.

25 99. Transportation companies have a particular duty to keep passengers safe. By
26 offering transportation services, such companies assert that they can be trusted to safely transport
27 someone from one place to another. Riders who get in a plane, train, taxi, or Lyft, are trusting that
28 the transportation company will keep them safe.

1 100. More so than other businesses, transportation companies have to think about and
2 address the ways that passengers could be harmed, including the risk of crime in connection with
3 the pick-up, transport, or drop-off process.

4 101. The more innovative a business, the more important it is for the business to think
5 about the potential that it might introduce new but foreseeable risks to public safety.

6 102. Lyft is an extraordinarily innovative transportation company. Its business model
7 disrupted and transformed the entire transportation industry.

8 103. When Lyft introduced its transportation in 2012, this innovation foreseeably brought
9 an elevated risk of sexual assault. Lyft’s transportation model involved aggressively recruiting large
10 numbers of random people who just happened to have a driver’s license and a car, learning little
11 about them, and requiring of them virtually no up-front investment. The drivers had almost nothing
12 to lose in comparison with professional drivers. Lyft then convinced riders to trust that Lyft’s
13 business model was safe, that the dangers were thoroughly vetted, and that riders could securely
14 entrust their safety with Lyft drivers, who, in turn, would have the power to control the riders’
15 freedom of movement. Once in Lyft drivers’ cars, the riders were isolated from potential witnesses,
16 aid, and escape.

17 104. A driver’s license is not even a minimal guarantee of a safe driver. Almost anyone
18 can get and maintain a driver’s license. Loss of a license is not a typical consequence of committing
19 a crime, including sexual assault, domestic violence, or violent behavior. No one has to undergo
20 any type of background check to get a driver’s license.

21 105. The foreseeable use environments for Lyft’s transportation system include: drunk
22 riders, to whom Lyft specifically advertises its service; inexperienced riders (by definition all new
23 riders—there is no Lyft passenger training); riders who fall asleep during a trip; drivers who sign
24 up for Lyft thinking that it is an opportunity to meet sexual partners or engage in sexual activity;
25 drivers who sign up for Lyft not understanding riders’ expectations that professional drivers will
26 respect their boundaries and keep them safe even if they are intoxicated, distracted, friendly,
27 flirtatious, or sleepy.

28

1 106. In 2012, when Lyft opened its business to non-professional drivers, it was well
2 known that situational and environmental factors contributed to sexual violence, and that sexual
3 predators take advantage of situational vulnerability to perpetrate sexual violence.

4 107. An elevated risk of sexual assault was always a foreseeable consequence of Lyft's
5 business model, and Lyft knew or should have known this.

6 108. Indeed, Lyft's model gave predatory drivers incentives (rather than deterrents) to
7 drive in the area of late-night venues and clubs—habits that Lyft easily could have tracked. The
8 drive-when-you-want approach provided an ideal opportunity for bad actors to sign onto the App
9 late at night. Lyft easily could have, but failed to, address this issue using its algorithms.

10 109. Reasonably careful and responsible businesses, when they innovate in ways that
11 foreseeably introduce new or heightened public safety risks, think about and address those risks in
12 an evidence-based way, including by hiring the right experts, and devoting adequate money and
13 other resources to study those risks and prevent harm. Lyft took none of these measures.

14 **C. From the outset, Lyft did not address or prevent sexual assault.**

15 110. From its founding, Lyft's culture had little regard for legal compliance or
16 responsibility.

17 111. This attitude informed how Lyft approached sexual assault. Lyft did not think about,
18 talk about, or study the risk of sexual assault on its platform. It did not conduct studies, focus
19 groups, or user testing for the purpose of preventing sexual assault.

20 112. Lyft did not devote substantial money or resources to preventing sexual assault on
21 its platform.

22 113. Lyft did not build the Lyft App, nor design its transportation system, nor adopt
23 measures or policies, in a way aimed at preventing sexual assault.

24 114. When Lyft finally began appointing employees to positions ostensibly focused on
25 sexual violence prevention, it did not require expertise or background in safety fields. Personnel at
26 Lyft whose job titles involved safety were tasked with protecting Lyft's reputation rather than
27 ensuring the safety of its riders.

28

1 115. Lyft could have dramatically and effectively reduced—if not eliminated—sexual
2 assault on its platform if it had designed its transportation system with that goal in mind. When
3 companies that operate daycare centers, schools, and business offices engage in evidence-based
4 research on situational sexual violence prevention, they are usually able to dramatically and
5 successfully reduce or eliminate these crimes.

6 116. Lyft had many tools at its disposal for reducing riders’ vulnerability to sexual
7 assault, including but not limited to: rigorous screening of drivers; prompt termination of drivers
8 who engage in sexual misconduct; in-App tools such as panic buttons with prompt responses from
9 Lyft and coordination with law enforcement; surveillance for unusual conduct (such as lengthy
10 stops) during rides; training drivers and communicating to them that there will be strict penalties
11 and accountability; diligently investigating allegations of sexual assault; communicating to riders
12 that because Lyft’s drivers are not professionals and are not well known to Lyft, Lyft is unsafe and
13 unsuitable for use by vulnerable riders including solo intoxicated riders; immediate termination of
14 drivers who violate policies, mandatory installation of cameras that could not be deactivated during
15 trips, and so forth.

16 117. Lyft, as a technologically advanced company that tracks drivers for its own benefit,
17 had the ability to require drivers to mandatorily use inward-facing cameras that would record
18 whenever a passenger was in the vehicle or when the driver and passenger are in close proximity.
19 Lyft had the ability to design these cameras to remain operational until both the driver and rider
20 confirmed that the trip was over. Lyft knew that requiring such cameras would be a powerful
21 deterrent to sexual assault. However, Lyft had no interest in requiring drivers to have cameras or
22 other physical equipment that might slow its rapid onboarding of new drivers or discourage some
23 drivers from applying. It also worried that requiring cameras might be construed as evidence of
24 “control” that would establish an employer-employee relationship between Lyft and its drivers.
25 Therefore, it did not require cameras.

26 [REDACTED]
27 [REDACTED]
28 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 119. It is well established that sexual assault is preventable through environmental
4 modifications that deter sexual violence. If Lyft had been reasonably thoughtful and careful in the
5 rollout of its transportation product, it could have prevented the sexual misconduct that harmed
6 Plaintiffs.

7 **D. Lyft chose to increase the risk of sexual assault by making it too easy to become**
8 **a driver.**

9 120. The key to Lyft's competitiveness and profitability was and is to have as many
10 drivers on the road as possible.

11 121. Starting in about 2013, Lyft was threatened by competition from other companies,
12 including Uber, which also offered "peer-to-peer" rides locally in San Francisco at about the same
13 time Lyft did so. Sidecar, another small start-up that sought to compete against Lyft and Uber, was
14 founded a short time later.

15 122. Lyft understood that the company with the most drivers would be able to offer
16 cheaper prices and shorter wait times, thereby attracting more riders, fueling demand for yet more
17 drivers, and facilitating an upward spiral of growth and continued market control.

18 123. Lyft understood that if it wanted to achieve and maintain market dominance, it
19 would need to eliminate barriers to entry that would slow expansion of, or limit the size of, its fleet
20 of drivers.

21 124. At the same time, Lyft understood that the background checks, interviews, in-person
22 interactions, checking of references, drug and alcohol testing, training, tests, and other barriers to
23 becoming a licensed taxi driver traditionally existed to protect passengers from unscrupulous,
24 unqualified, and dangerous drivers, including those who would use their position of trust to commit
25 sexual assaults.

26 125. To create a large and ready supply of drivers, Lyft decided not to implement
27 reasonable or traditional measures to protect passengers from dangerous drivers. It committed to
28 beat its competitors in a "race to the bottom," where the winning company would be the one that

1 broke the most rules and eliminated the most barriers to driver onboarding. This decision
2 foreseeably came at the expense of the safety of Lyft passengers, especially female riders.

3 **1. In order to create a large and ready supply of drivers, Lyft opened its**
4 **platform to unscrupulous, unqualified, and dangerous drivers.**

5 126. In 2012, Lyft made the decision to use a fast and shallow name-based background
6 check with a short look-back period, and spotty coverage of potentially relevant jurisdictions,
7 records, and crimes.

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

15 128. Lyft did not interview drivers, talk to drivers, meet drivers, require any prior
16 experience, get any references, do any other screening beyond the cursory background check,
17 conduct any trainings of any sort, do any drug or alcohol testing, require any tests or exams, or
18 require any up-front investment of time or money on the part of applicants to drive.

19 129. Lyft aggressively marketed to potential drivers that it was easy to become a Lyft
20 driver.

21 130. Ever since 2012, Lyft has been aware that its security screening processes are
22 insufficient to prevent unsafe applicants from successfully registering as Lyft drivers. Its inadequate
23 background checks have been the subject of a number of municipal lawsuits and fines.

24 131. Lyft executives have also attempted to downplay the importance of background
25 checks. Because sexual assault is underreported, Lyft executives say, background checks are not
26 likely to pick up a driver's past sexual misconduct. But these attempts at minimization only
27 underscore Lyft's problem: they know that sexual assault is underreported but have taken no steps
28 to improve their ability to detect and deal with it.

1 132. Lyft’s need to quickly and easily onboard large numbers of new drivers did not abate
2 over time in part because of a high rate of turnover among Lyft. Its drivers are not well paid and
3 often move on to other jobs.

4 133. Furthermore, Lyft’s competitors, primarily Uber, were eliminating barriers to entry.
5 The rapid onboarding process thus became a competitive necessity.

6 134. To this day, Lyft still performs almost no meaningful screening of its drivers. It still
7 outsources background checks of driver applicants to third party vendors who do not perform
8 stringent background checks. There is no verification that social security numbers and other
9 personal identification numbers submitted through the application process do, in fact, belong to the
10 applicants.

11 135. Because more stringent background checks would negatively impact Lyft’s bottom
12 line, Lyft made the choice to sacrifice passenger safety in order to maximize profit. Lyft still does
13 not require fingerprinting for comparison against Department of Justice and Federal Bureau of
14 Investigation databases.

15 136. Lyft has its vendors simply run potential drivers’ social security numbers through
16 public databases similar to those held by private credit agencies. These public databases are often
17 incomplete and do not capture all arrests or convictions. The availability and quality of data varies
18 depending on the jurisdiction, and some drivers have spent years living in jurisdictions, including
19 foreign jurisdictions, from which criminal histories are very limited or unavailable via public
20 databases. Lyft also places unreasonable limits on how far its vendors look back at criminal history,
21 and what types of crimes are disqualifying.

22 137. To this day, neither Lyft nor its third-party vendors verify that the information
23 provided by applicants is accurate or complete.

24 138. To this day, Lyft does not require any references or gather information from prior
25 employers.

26 139. To this day, Lyft does not interview its drivers either in person or through online
27 platforms such as Skype or Zoom.

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1 140. To this day, there is little to no up-front investment required of Lyft drivers. In fact,
2 it is no longer a requirement that a driver even have a vehicle. Lyft partners with car rental
3 companies to make rental cars available to prospective drivers.

4 **E. Lyft deceptively convinced the public and Plaintiffs to trust Lyft to offer safe**
5 **rides.**

6 141. In order to disrupt the public’s cautious attitude on the topic of getting into a private
7 car driven by a random unknown person, Lyft marketed and promoted the concept that its drivers,
8 driving unregulated, non-distinctive personal cars, could be summoned with the “Lyft App” and
9 trusted to transport people safely.

10 142. Lyft saturated the public with safety marketing directed to every Lyft customer as
11 well as the general public. Examples of safety-based marketing are collected in **Appendix A**. Safety
12 remains today part of the essential value proposition of the Lyft product. This is so because of
13 Lyft’s representations. It is also the case because of the inherent nature of the product. To some
14 extent, all providers of public transportation are implicitly agreeing to provide safe transit to
15 passengers. To an even greater extent, because Lyft requires people to voluntarily enter into an
16 enclosed environment controlled by a random stranger, Lyft’s passengers are relying on Lyft’s
17 express and implied promise to provide a safe ride, and Lyft’s reputation for safety.

18 143. As a result, every rider can be presumed to have relied on Lyft’s representations of
19 safety and its concealment of a lack of safety for those using its transportation system.

20 144. When Lyft sends a driver to a rider, and the driver shows up at the specified time
21 and place in a vehicle identified as a Lyft vehicle, Lyft intends to reassure the prospective
22 passenger: “This is not just a random stranger’s car. It is a Lyft and it is safe to get in.”

23 145. The word “Lyft” and its associated logos, designs, and hardware configurations are
24 registered trademarks owned by Lyft. Lyft has filed numerous trademark applications, covering
25 both the name and visual elements such as the Lyft logo, mustache, balloon design trademarks, and
26 three-dimensional hardware mounts with illuminated signage. Trademarks and service marks are
27 recognized to function both as an indication of origin or ownership and to serve as a guarantee of
28 constancy of the quality or other characteristics.

1 146. Lyft knows that its riders recognize, are familiar with, and trust its famous
2 transportation brand, and that they do not recognize, know, or automatically trust Lyft drivers. To
3 induce riders to get into these drivers' vehicles, Lyft knows that it must cultivate a reputation for
4 safety and imbue Lyft drivers with that same reputation.

5 147. Because of Lyft's representations, Lyft's riders believe that Lyft drivers are working
6 for Lyft, and that Lyft has vetted them and is certifying that they are safe drivers who will provide
7 safe transportation. Lyft advertises and markets its brand and safety record in a manner designed to
8 cause the public to believe these things. And it knows that the public believes these things and relies
9 on these beliefs.

10 148. Lyft has never presented itself to the public as a mere technology company or broker
11 of transportation services. It has always advertised itself as a transportation company that provides
12 reliable and safe rides. Lyft promotes its purported "driver quality" and "safety."¹¹

13 149. At all times, Lyft has communicated with drivers using language such as "Sign up
14 to drive," as opposed to "sign up to offer your driving services via our app."

15 150. At all times, Lyft has communicated with riders using language such as "Where are
16 you going?" or "Request a ride" as opposed to "request to connect with rides, which may or may
17 not be safe, offered by random drivers whom we don't know and can't vouch for other than to say
18 they passed our cursory background check."

19 151. Lyft's listing in the Apple app store advertises "One app. All the rides." It does not
20 say "You can request a ride with a person we've never met, for whom we've conducted only a
21 quick and superficial background check."

22 152. Lyft built its brand and business by aggressively marketing safely. For example,
23 Lyft ran television commercials claiming Lyft is "all about safety," and misleadingly representing
24 that Lyft is safer than the competition because, "Lyft's all over this safety thing. Third party
25 background checks for drivers. 24/7 trust and safety team. Critical response line."¹²

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27 ¹¹ <https://www.prnewswire.com/news-releases/lyft-continues-to-build-passenger-and-driver-preference-announces-iconic-in-car-connected-device-and-playful-new-brand-campaign-300362617.html>

28 ¹² <https://www.ispot.tv/ad/AHvI/lyft-all-about-safety>.

1 153. Over the years, Lyft’s marketing has consistently promoted the theme of safety.
2 Lyft’s press releases described a brand campaign focusing on friendliness and safety.

3 154. John Zimmer, Co-Founder and President of Lyft, issued a statement that, “Safety is
4 fundamental to Lyft.”¹³

5 155. Lyft’s “Ride on the Bright Side” campaign included [REDACTED]
6 [REDACTED] and television advertising discussing “safe words”
7 apparently seeking to contrast Lyft’s safety commitment with that of its competitors.¹⁴

8 156. [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 157. [REDACTED]
12 [REDACTED]
13 [REDACTED]
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16 158. [REDACTED]
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20 159. [REDACTED]
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22 [REDACTED]
23 [REDACTED]
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25 160. [REDACTED]
26 [REDACTED]

27 ¹³ Lyft’s Community Safety Report (report available at [https://www.lyft.com/blog/posts/lyfts-](https://www.lyft.com/blog/posts/lyfts-community-safety-report)
28 [community-safety-report](https://www.lyft.com/blog/posts/lyfts-community-safety-report)).

¹⁴ <https://www.ispot.tv/ad/AHvI/lyft-all-about-safety>.

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163. Lyft has never explained to riders the many limitations of its background checks. Instead, it has falsely represented that the background checks are comprehensive, and made it sound as though anyone with any criminal history would be precluded from driving for Lyft. For example, Lyft falsely represented that none of its drivers have criminal records for theft, violent crimes, or property damage and that in-app feedback and removing drivers with a ratings average below a certain threshold from the Lyft platform made Lyft safe.¹⁵

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164. To this day, Lyft’s website prominently and falsely assures riders that safety is a purported priority.¹⁶


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¹⁵ <https://web.archive.org/web/20140701142923/https://www.lyft.com/safety>

¹⁶ https://www.lyft.com/ride-with-lyft?invite=50OFF2&utm_source=google&utm_medium=cpc&utm_campaign=PAX_EXP_SEA_RCH_ALL_ALL_NEW_MOBILE_ACT_ALL_NA_US_BRND_LYFT_EXACT&adgroup=&utm_term=lyft&device=c&matchtype=e&targetid=kwd-158399963&loc_physical_ms=9026930&loc_interest_ms=&network=g&devicemodel=&adposition=&campaign_id=20073010740&ad_id=731273981969&agid=147129989645&placement=&adname=&gad_source=1&gad_campaignid=20073010740&gclid=EAiaIQobChMIItNvzdPSkwM VtnN_AB1s-jQgEAAAYASAAEgKbi_D_BwE

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Safety is a priority

We built our services with your safety in mind. You can see car and driver details. Easily share route info with friends or family. Or request assistance in case of emergency. If you ever need it, we're standing by, ready to help.

165. Not only does Lyft's website promise safety, but it further assures women they will receive respectful treatment:¹⁷



Got plans? We got you.

We'll always treat you with respect and look out for your safety. We do this by maintaining high standards, which start before your very first ride. Our proactive safety features are always on. And any time, night or day, we offer real help from real humans.

¹⁷ <https://www.lyft.com/rider>

166. The website promises safety “every time”.¹⁸

Committed to getting you there safely, every time

From the moment you open the Lyft app to the moment your ride ends, we’re focused on making your experience safe.

With protective measures like driver background checks and real-time ride monitoring, plus in-ride safety tools to give you more control, like Location Sharing and Audio Recording, you’re supported at every turn. When you ride with Lyft, you join a community that prioritizes safety.

167. The website further promises, “We continuously work to update and improve our tools with feedback from safety experts and riders just like you.” The website’s safety assurances repeatedly use the terms “every ride” and “every time.” Misleading promises also include the claim that the background check is “comprehensive.”¹⁹

1. **Because women are more vulnerable to gender-based violence, and thus require more persuasion to feel safe enough to get in a stranger’s private car, Lyft specifically targets its safety representations to women.**

168. Lyft has disproportionately featured smiling women riders in its advertisements. These ads were intended to and did create the impression that its transportation system is designed for and safe for women.

169. Lyft aggressively advertised itself to women as safe. Lyft’s press and media campaign to promote its purported safety to female passengers was a multi-channel approach.

170. [REDACTED]

¹⁸ <https://www.lyft.com/safety/rider>

¹⁹ *Id.*

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Lyft also claimed that “pillars” of the Lyft brand were its “driver quality and safety” and that it was “committed to safety.”²⁰

²⁰ <https://www.prnewswire.com/news-releases/lyft-continues-to-build-passenger-and-driver-preference-announces-iconic-in-car-connected-device-and-playful-new-brand-campaign-300362617.html>

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178. [REDACTED]

[REDACTED]

179. Through such representations, Lyft successfully induces women to trust Lyft as a safe transportation provider, and on that basis, to get into private vehicles with Lyft drivers.

2. Even though Lyft knows intoxicated Lyft riders have the highest risk of being the targets of sexual misconduct, it specifically advertises its transportation as safe for intoxicated riders, including intoxicated women.

180. Environment is a major risk factor for sexual assault. When potential witnesses are nearby or when a potential victim is someone likely to be believed, even unscrupulous people otherwise willing to engage in sexual misconduct are often deterred by the potential for unwanted consequences. The converse is true: when a potential victim is isolated away from potential witnesses and when intoxication would undermine the potential victim’s ability to persuasively testify against a perpetrator, the risk of sexual violence is particularly high. Researchers call this “situational vulnerability.” Situational vulnerability was well known to sexual violence experts, businesses, and the general public by 2012.

181. When Lyft started a new transportation system, it either understood or should have understood the concept of situational vulnerability. It knew or should have known that its new

1 transportation system gave rise to a heightened risk of sexual assault, and that this situational
2 vulnerability would be at its highest for intoxicated women taking Lyft rides alone.

3 182. Lyft observed that a big segment of its potential market consisted of intoxicated
4 individuals and that it could increase its profitability by targeting these potential customers.

5 183. Despite the known heightened risk to vulnerable riders, and especially intoxicated
6 women riders, over the years, Lyft has launched numerous marketing campaigns specifically
7 promoting its products to, among others, people, including women, who are too intoxicated to drive.

8 184. Lyft launched a Lyft Sober Rides campaign, purportedly motivated by “our
9 commitment to reducing drunk driving.”²¹

10 185. As a result of Lyft’s marketing, the public became convinced that it is a good and
11 safe idea for intoxicated people, including women, to take a Lyft ride. For this reason, Lyft has
12 become the go-to transportation option for intoxicated people, including intoxicated women. This
13 has resulted in increased profits for Lyft.

14 186. Lyft’s conduct cornered the market and prevented a competitor from emerging that
15 would have provided a true public service: both preventing DUIs *and* addressing safety for
16 passengers.

17 **F. Lyft tried not to learn about sexual misconduct on its platform.**

18 187. Sexual assault is an underreported crime, for a variety of reasons. It is often difficult
19 for survivors to come forward and tell their stories. Many survivors struggle with trauma and find
20 it inherently painful to “relive” the incident by talking about it. Many survivors worry that they
21 would be interrogated, or subjected to other painful treatment if they came forward. Many survivors
22 worry that they would be disbelieved if they came forward. Often sexual assault is unwitnessed and
23 the survivor has to carry the weight of knowing that the outcome depends entirely on the survivor’s
24 testimony. Survivors may also struggle with feelings of guilt, confusion, doubt, and self-blame.

25 188. Thus, the reports of sexual misconduct by Lyft passengers to Lyft represent only a
26 small fraction of the actual sexual misconduct that riders experience during Lyft rides. But that
27 conservative number was still enough to garner national attention, including the initiation of various

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²¹ <https://www.lyft.com/blog/posts/sober-rides-tx-launches-with-free-rides-on-cinco-de-mayo>

1 federal and state investigations, into inadequate responses, management and investigation of these
2 claims. That it took national publicity—of crimes that are historically underreported—for Lyft to
3 deign to acknowledge the problem reflects the willful disregard that Lyft has regarding passenger
4 safety and sexual assault.

5 189. Lyft, if it wanted to learn about sexual misconduct occurring on its platform, would
6 have encouraged reporting, including building clear methods for survivors to report sexual assault,
7 reassuring them that they will be treated with respect and protected against retaliation, and offering
8 supportive interactions from trauma-informed individuals.

9 190. Instead, Lyft focused on making money, not on the safety of its riders. Therefore, it
10 was not a priority for Lyft to learn about sexual misconduct occurring within its transportation
11 system.

12 191. Instead, Lyft prioritized its reputation for safety— which was based on a lie— and
13 maintaining its supply of Lyft drivers and consumers. On reputation, Lyft knows that
14 acknowledging and publicizing reports of sexual assaults by Lyft drivers would be bad for its
15 reputation.

16 192. Therefore, Lyft did not encourage—and in fact discouraged—sexual assault
17 reporting. Lyft wanted to keep sexual assault hidden, and it acted accordingly. Simply put, it was
18 not in Lyft’s interest to even acknowledge the incidents of sexual assaults. In order to preserve its
19 brand reputation and massive growth, Lyft intentionally turned a blind eye to what was a glaring
20 defect in its global enterprise.

21 193. Lyft thus fostered a system in which complaints were not encouraged (either directly
22 through the manner in which complaints were processed, or indirectly through the provision of
23 subpar reporting tools); proper investigations not conducted; categorization of the type and nature
24 of assaults mismanaged; proper training and supervision for Lyft drivers not provided; and, safety
25 tools and mechanisms during a ride not initiated.

26 194. Lyft did not build straightforward or simple ways for riders to report sexual
27 misconduct that occurred during a ride. Instead, the features were intentionally obscured in the Lyft
28 App, making it difficult and confusing for passengers to report sexual assault.

1 2195. Further, Lyft did not provide any mechanism, or even assurances, of protection for
2 passengers who did make a report.

3 2196. Lyft drivers often drop a rider off at home or work and therefore know where to find
4 the rider again. Many riders who would otherwise give drivers low ratings or report sexual
5 misconduct do not do so because they are fearful that if they make a report the driver could identify
6 them, find them, and potentially retaliate. But these realities were ignored by Lyft. There are no
7 protections against retaliation afforded riders at any level of reporting—whether it be a low-star
8 rating or a formal complaint.

9 2197. In fact, Lyft provides no transparency on the impact, if any, that a passenger’s low
10 rating or complaint would have on the Lyft driver’s ability to continue accessing the Lyft App,
11 which, in turn, contains the passenger’s pick-up and drop-off information.

12 2198. Even when riders report sexual misconduct, Lyft does not devote sufficient
13 resources to reasonably investigate such reports.

14 2199. Lyft assigned the job of investigating serious safety incidents, including sexual
15 misconduct, to a small, insufficient number of employees. These employees were overworked, and
16 had too little time to investigate such reports.

17 2200. The employees Lyft assigned to respond to reported safety incidents, including
18 sexual misconduct, were also underqualified, undertrained, and non-specialized.

19 2201. Until 2019, Lyft had no formal taxonomy for tracking sexual misconduct on its
20 platform and did not standardize how to classify sexual misconduct. Frequently, Lyft investigators
21 mislabeled sexual assault as flirtation, inappropriate comments, or inappropriate communications.

22 2202. Until at least 2019, Lyft’s deficient categorizations of sexual misconduct and sexual
23 assault limited its ability to learn about, study, and prevent sexual misconduct directed at its riders.

24 2203. To this day, Lyft’s deficient information gathering and investigations limit its ability
25 to learn about, study, and prevent sexual misconduct by Lyft drivers.

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1 **G. Despite itself, Lyft learned that its riders were being sexually assaulted, but it**
2 **concealed and downplayed the problem.**

3 204. By at least 2013, Lyft started receiving reports of sexual assault committed by Lyft
4 drivers against riders. It continued receiving these reports to the present. Lyft did not publicize what
5 it was learning, because its goal was not safety but rather the appearance of safety.

6 205. But the rate and viciousness of attacks could not be concealed forever. Media outlets
7 began to report on incidents, and victims began to speak out.

8 206. The rate of sexual violence was high enough that, in 2018, Lyft publicly announced
9 that it would stop attempting to force sexual assault victims into arbitration and had “removed the
10 confidentiality requirement for sexual assault victims.”²²

11 207. Still, until 2021, Lyft did not tell riders anything about the sexual assaults occurring
12 during Lyft rides unless it was forced to comment on an already-public news stories involving
13 sexual assault.

14 208. To this day, Lyft has never told the public how many sexual assaults riders reported
15 to it from 2012 to 2016, a period for which its information gathering was particularly inadequate.

16 209. In 2019, Lyft finally developed a “Taxonomy” to identify, categorize, and count
17 incidents of sexual misconduct on its platform.²³

18 210. When Lyft announced a commitment to transparency, it did so for the sake of public
19 relations. It took the position that sexual assaults on Lyft’s platform were merely a reflection of a
20 society-wide problem, and not a reflection on Lyft’s transportation system or business practices.

21 211. The Taxonomy identified 11 categories of sexual misconduct or assault.

22 212. Using the Taxonomy, Lyft went back and tried to retroactively analyze and
23 categorize reports of sexual misconduct reported to it from 2017 to 2019. Lyft’s ability to accurately
24 do so was limited by its deficient information gathering.

25
26 ²² Kia Kokalitcheva, *Lyft follows Uber, removes mandatory sexual assault arbitration*, Axios
27 (May 15, 2018), [https://www.axios.com/2018/05/15/lyft-uber-mandatory-arbitration-sexual-](https://www.axios.com/2018/05/15/lyft-uber-mandatory-arbitration-sexual-assault-harassment)
28 [assault-harassment](https://www.axios.com/2018/05/15/lyft-uber-mandatory-arbitration-sexual-assault-harassment).

28 ²³ Chad Sniffen et al., *Helping Industries to Classify Reports of Sexual Harassment, Sexual*
 Misconduct, and Sexual Assault, Raliance & The Urban Inst. (2018).

1 213. In Lyft’s first Safety Report, published in October 2021, Lyft admitted to receiving
2 reports of 1096 sexual assaults (in 5 categories) in the United States in 2017, 1,255 sexual assaults
3 in 2018, and 1,807 sexual assaults in 2019. These figures were broken down by instances of non-
4 consensual kissing of a non-sexual body part, non-consensual touching of a sexual body part, non-
5 consensual kissing of a sexual body part, attempted non-consensual sexual penetration, and non-
6 consensual sexual penetration.

7 214. The sexual assaults that Lyft reported to the public represent only the tip of the
8 iceberg. Significantly, Lyft reports data on sexual assaults in only five of the categories, providing
9 zero transparency regarding the other 16 categories of sexual misconduct and sexual assault
10 occurring on its system. As described above, there are also inherent and Lyft-created limitations
11 that affect sexual assault reporting.

12 215. [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 216. [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 217. Lyft became a public company in March 2019. The company did not disclose that
21 sexual misconduct by its drivers was a risk to the company in its public offering. That failure to
22 disclose resulted in derivative shareholder litigation in this district, which Lyft settled in 2024.

23 218. Lyft’s periodic filings with the SEC have not disclosed sexual assault by Lyft drivers
24 as a risk to the company. Rather, Lyft’s SEC disclosures list litigation resulting from those assaults
25 as an ongoing risk to the company. Those disclosures are phrased in technical terms not easily
26 accessible to an ordinary Lyft user. For instance, Lyft’s annual report for 2025 said that “[a]lthough
27 the Company intends to vigorously defend against these lawsuits, its chances of success on the
28 merits are still uncertain as these matters are at various stages of litigation and present a wide range

1 of potential outcomes.” In all events, Lyft has not publicized warnings about sexual assault on its
2 platform, or anything like it, in communications designed to reach riders.

3 219. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 220. Despite its efforts to discourage accurate reporting of sexual misconduct and to
11 minimize publication of such incidents, Lyft has known since at least 2013 that its riders were being
12 sexually assaulted and harassed by drivers during Lyft trips.

13 **H. When Lyft learns of misconduct by specific drivers, it puts riders at risk to**
14 **protect its product and reputation.**

15 221. Particularly troubling is the way Lyft responds to instances of known or suspected
16 driver misconduct.

17 222. To this day, when a rider gives a one-star review to a driver because of sexual
18 misconduct, Lyft makes it difficult for the rider to indicate sexual misconduct as the reason for the
19 low rating.

20 223. Whenever a rider rates a driver with one star but does not specify a reason, Lyft
21 knows or should know there is a high probability the low rating reflects sexual misconduct but that
22 the rider was unable to navigate Lyft’s menu to specify that reason or leave a comment.

23 224. When Lyft sends a driver to a rider, the Lyft App provides the rider with a picture
24 of the driver, and with a total number of rides the driver has offered on the platform along with a
25 star rating and a number corresponding to the star rating (out of a total of 5 stars). Lyft tells riders
26 that these ratings are designed to “help[] ensure the safety and comfort of the Lyft community.”²⁴
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²⁴ <https://help.lyft.com/hc/en-us/all/articles/115013079948-Driver-and-passenger-ratings>

1 225. Lyft does not tell riders how many one-star ratings a driver received, but only
2 provides an average star rating. This rating system provides a false sense of assurance to women
3 and other vulnerable riders who perceive a high average rating to indicate a safe driver. However,
4 a driver who receives primarily positive reviews, may also occasionally engage in sexual
5 misconduct or harassing behavior. Such a driver might have a high average star rating but a
6 concerning pattern of one-star reviews. Lyft does not share such patterns with riders.

7 226. Lyft does not share with riders the reason for prior one-star reviews.

8 227. Lyft drops the lowest rating for every driver for every 100 rides.

9 228. When riders, despite deterrent factors, manage to go beyond star ratings and report
10 sexual assault to Lyft, the ensuing investigations are designed to soothe the rider but not to hold the
11 driver accountable.

12 229. Research shows that sexual assault survivors who report their assaults most often do
13 so out of a motivation to protect others, and secondarily to bring accountability to the perpetrator.
14 A superficially soothing interaction with an investigator that does not result in punitive action does
15 not achieve either of these goals, and indeed can be affirmatively harmful.

16 230. Lyft's primary purpose in conducting its investigations is to protect Lyft and its
17 reputation.

18 231. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 232. [REDACTED]
23 [REDACTED]
24 [REDACTED]
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237. Lyft also will not report drivers' criminal sexual assaults and rapes to law enforcement.²⁵

238. Lyft claims that its policy not to contact law enforcement is victim-centric and designed to empower the sexual assault survivor to decide whether to press charges.²⁶

239. Lyft's public position is that sexual assault survivors are responsible for reporting their own assaults to law enforcement, and that whether to report a crime is an inherently personal choice.²⁷ But, of course, Lyft knows that its own policies discourage such reporting and, partly as a result, most victims of sexual misconduct in Lyft vehicles do not report the incidents to law enforcement.

²⁵ Lyft's Safety Transparency Report (2020-2022) (report available at <https://www.lyft.com/blog/posts/2024-safety-transparency-report>).

²⁶ *Id.*

²⁷ Lyft's Safety Transparency Report (2020-2022) (report available at <https://www.lyft.com/blog/posts/2024-safety-transparency-report>).

1 240. Until 2021, even if a driver had multiple allegations of sexual assault, or conclusive
2 evidence of sexual assault, such that Lyft deactivated the driver, it would not share this information
3 with Uber, its largest competitor. And until 2021, Lyft did not try to find out from Uber whether
4 the driver had a prior sexual assault on Uber’s platform. Belatedly, in 2021, Lyft and Uber agreed
5 to share information about the five “serious sexual assault” categories that Lyft includes in its safety
6 report, but not about other categories of sexual assault.

7 241. For years, Lyft’s conduct with respect to known or suspected sexual assaults has
8 aimed at shielding drivers from consequences for their actions, and to downplay their crimes. These
9 policies reinforced the message that their victims will not be believed and that their sexual
10 misconduct will not be taken seriously or result in consequences. This empowered offending drivers
11 to continue to engage in sexual misconduct.

12 242. Lyft has given countless drivers with known histories of sexual misconduct access
13 to additional victims, and given them the opportunity to prey on riders who are trusting Lyft to keep
14 them safe.

15 243. These policies, at all relevant times, have been initiated or maintained by Lyft’s
16 leadership, including its officers, directors, and managing agents. Lyft knew or should have known
17 that failure to alter its policies and practices would result in sexual assaults and harassment
18 committed by drivers against passengers.

19 **I. Instead of trying to prevent sexual misconduct, Lyft launders its reputation.**

20 244. Lyft has a tried and true strategy for dealing with controversy, especially those
21 involving sexual misconduct: protect its reputation by offering limited and inadequate transparency
22 and hiding behind the reputation of third parties.

23 245. Lyft partners with third parties, often non-profits, to use their reputation to enhance
24 its own.

25 246. In February 2015, Lyft’s website posted a blog post announcing it had partnered
26 with It’s On Us, an anti-sexual assault initiative, and offered free ride credits for new Lyft
27 passengers during the Spring Break season, “making it easier to get a safe ride home even if you’re
28 in a new city.” In November 2016, Lyft’s website posted a blog post entitled “Get Home Safely

1 with Lyft,” again touting its partnership with It’s On Us, and offering college students free Lyft
2 rides so that they “don’t need to worry about finding a safe ride after going out.” The insinuation
3 of these articles is that Lyft prevents, and does not create, the risk of sexual assault. Nowhere on
4 Lyft’s website does Lyft discuss the occurrence or risk of sexual assault by Lyft’s drivers. As a
5 result, many women, like Plaintiff, enter Lyft cars unaccompanied with the expectation that they
6 will not be harassed, propositioned, kidnapped, attacked, stalked, raped, or worse, by Lyft’s drivers.

7 247. Lyft is not transparent about what data or information it provides to these
8 organizations and what it withholds. These outside organizations also have no real ability to affect
9 Lyft’s actions, as demonstrated by Lyft’s approach to the mandated Safety Reports.

10 248. Lyft also coopts third parties like RAINN (Rape, Abuse & Incest National Network),
11 to hide behind messaging about how victims can protect themselves from sexual violence. Lyft
12 does this to deflect attention away from its own institutional responsibility to meet its promises to
13 protect its riders.

14 249. Indeed, Lyft’s partnership with safety-oriented organizations only underscores that
15 it has voluntarily undertaken the duty to ensure a safe ride.

16 250. While Lyft hides behind third parties who have no power to investigate the real and
17 complete truth of Lyft’s approach to sexual misconduct, and no power to alter that conduct, Lyft’s
18 attitude towards courts and regulators—those actually in a position to modify Lyft’s conduct—is
19 very different.

20 **VI. TOLLING OF STATUTES OF LIMITATIONS**

21 251. **Discovery Rule.** Any applicable statutes of limitations were tolled until Plaintiffs
22 had the ability to discover the essential elements of their claims against Lyft. In general, Plaintiffs
23 had no way of knowing that Lyft was not, as it represented, a safe mode of transportation. Plaintiffs
24 have no way of knowing the inadequacy of Lyft’s mechanisms to prevent sexual misconduct.

25 252. **Fraudulent Concealment.** Any applicable statutes of limitations were tolled due to
26 Lyft’s fraudulent concealment of the dangers of its product. Through its affirmative
27 misrepresentations and omissions, Lyft actively concealed from Plaintiffs the true risks associated
28 with using the Lyft App, as well as its own conduct in permitting those risks to exist.

1 253. Plaintiffs did not discover Lyft’s affirmative misrepresentations and omissions
2 earlier because Plaintiffs had no reason to suspect that Lyft was making such affirmative
3 misrepresentations and omissions. Lyft took active steps to conceal the dangers associated with
4 using the Lyft App, as described above.

5 254. Defendants’ statements proclaiming the safety of the Lyft App and disregarding its
6 dangers were designed to mislead users and the public at large, including Plaintiffs.

7 **VII. PUNITIVE DAMAGES**

8 255. Plaintiffs seek punitive or exemplary damages for any claim under any state’s law
9 under which they are permitted.

10 256. Lyft acted intentionally, recklessly, wantonly, maliciously, and fraudulently.

11 257. As alleged above, Lyft knew it faced an ongoing problem of its drivers assaulting
12 or harassing its passengers. As early as 2014, Lyft knew that its drivers were sexually assaulting or
13 harassing women or other vulnerable passengers. Since 2013, Lyft has received frequent passenger
14 complaints about driver sexual misconduct, including sexual assault and rape, it has been repeatedly
15 notified of police investigations of the criminal sexual conduct of drivers acting within their
16 capacity as Lyft drivers, and it has been the subject of numerous civil suits and arbitrations alleging
17 the sexual harassment and sexual assault of Lyft’s passengers by Lyft’s drivers.

18 258. Nevertheless, even though Lyft was fully aware of its sexual misconduct problem it
19 failed to take safety precautions to protect its passengers.

20 259. Even after Lyft was aware of widespread sexual misconduct on the part of its
21 drivers, Lyft and its executing officers made the conscious decision not to implement measures to
22 thoroughly vet its drivers before and after hiring them.

23 260. The decision not to implement more thorough and persistent background checks was
24 driven by Lyft executives’ desire for rapid expansion and increased profits, because the more
25 drivers driving for Lyft, the more money there was to be made.

26 261. Prioritizing profits over safety, Lyft and its executive officers also made the
27 conscious decision not to warn its customers or users of the risk of being assaulted, even after Lyft
28 and its leadership were fully aware of this risk.

1 262. Safety precautions such as enhanced background checks; biometric fingerprinting;
2 job interviews; electronic monitoring systems; ongoing monitoring of Lyft drivers and rides
3 through available technology including cameras and GPS; a zero-tolerance policy for drivers who
4 deviate from expected behavior by leaving the vehicle with passengers or by deviating substantially
5 from the assigned route; a warning system for when a driver significantly deviates from the
6 intended route or prematurely terminates a ride; a system for checking in with and verifying a
7 passenger's safety when a driver prematurely terminates a ride or significantly deviates from the
8 intended route; a zero-tolerance program for sexual assault and guidelines mandating immediate
9 termination; a zero-tolerance policy for fraternizing with passengers; creating and instituting a
10 system encouraging customer reporting; adequate monitoring of customer complaints by well-
11 trained and effective customer-service representatives; warnings to passengers of the dangers of
12 being attacked by Lyft drivers; and cooperation with law enforcement when a driver attacks a
13 passenger would have cost Lyft money and reputational damage. Because of this, Lyft, at the
14 direction of its corporate officers, decided not to implement such precautions and instead has
15 continued to place its passengers at greater risk of kidnapping, sexual assault, harassment, rape, and
16 exploitation by Lyft's own drivers.

17 263. Prioritizing profits over passenger safety, Lyft and its executive officers acted, and
18 continue to act, recklessly and in knowing, conscious disregard of the safety of its passengers,
19 including that of Plaintiffs and the public.

20 264. Lyft also misrepresented the safety of its rides to Plaintiffs and the public,
21 intentionally and actually inducing reliance on those statements and omissions.

22 **VIII. CLAIMS**

23 265. Except as otherwise indicated, Plaintiffs plead claims under any applicable state
24 laws.

25 266. Each claim incorporates all allegations above.
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1 A. Negligence (including Negligent Hiring, Retention, Supervision, and
2 Entrustment)

3 267. Plaintiffs plead claims for negligence under all theories that may be actionable under
4 any applicable state laws.

5 268. Lyft owed Plaintiffs a duty to act with reasonable care.

6 a. The factors courts consider in assessing whether a defendant owes a duty of
7 care all support finding a duty here: (1) Plaintiffs’ injuries were a foreseeable risk of Lyft’s business
8 model and practices; (2) Plaintiffs’ injuries are certain and compensable; (3) there is a close
9 connection between Lyft’s conduct and Plaintiffs’ injuries; (4) Lyft’s conduct, relative to the but-
10 for world where it acted reasonably, had no social utility; (5) Lyft is in the best position to modify
11 its conduct to prevent future harm; (6) the burden to Lyft of upholding its duty is reasonable in light
12 of the potential to avoid injuries; and (7) Lyft is in a strong position to insure or self-insure.

13 b. Lyft owed a duty because it distributed and promoted its platform while on
14 notice of acts of widespread sexual assault and harassment committed by its drivers against its
15 passengers.

16 c. Lyft owed a duty because its prior conduct created a risk of harm to
17 Plaintiffs, and caused them actual harm.²⁸

18 d. Lyft owed a duty because the risk of harm to Plaintiffs was embedded in,
19 and an inherent component of, its negligent business practices.

20 e. Lyft owed a duty because it controlled the drivers.

21 f. Lyft owed a duty because it designed and controlled the transportation
22 experience and environment for both drivers and passengers.

23 g. Lyft owed a duty because it voluntarily undertook to provide a “safe ride” to
24 passengers, its failure to exercise care increased the risk of harm to passengers, and the harm was
25 suffered because of passengers’ reliance on Lyft’s undertaking.²⁹

26 h. Lyft owed a duty because it offered and contracted to provide rides to the
27 public, and this offer carried an implied warranty that it would provide rides safely.

28 ²⁸ See Restatement (Second) of Torts §§ 321, 322

²⁹ See Restatement (Second) of Torts §§ 323, 324A.

1 i. Lyft owed a duty because it retained control over its drivers and exercised
2 that retained control in a manner that affirmatively contributed to Plaintiffs’ injuries by making
3 sexual assaults in Lyft vehicles dramatically more likely.³⁰

4 j. Lyft owed a duty because it has a special relationship with its passengers:

5 i. Lyft has a special relationship with its passengers since its passengers
6 are in a relationship of vulnerability and dependence toward Lyft while they are summoning a ride,
7 waiting for a ride, getting into an Lyft, riding with Lyft, and parting ways with the driver.

8 ii. Lyft has a special relationship with its passengers since Lyft, like an
9 innkeeper, business proprietor, common carrier, or train station, exercises control and has the ability
10 to exercise control over the environment the passenger occupies. In Lyft’s case, this environment
11 is not merely physical but also consists of an “online platform” which is a type of digital
12 environment. Lyft is in a superior position relative to its riders to provide a safe (physical and
13 technological) environment.

14 iii. Lyft has a special relationship with its passengers since Lyft derives
15 a special benefit from its passengers’ dependence and reliance upon Lyft. Lyft makes a financial
16 profit from this relationship.

17 iv. Lyft has a special relationship with its passengers because it collects
18 large amounts of detailed data on their location and movements, and, on information and belief,
19 utilizes that data for its own commercial purposes, including potentially selling the data to third
20 parties.

21 v. Lyft has a special relationship with its passengers because, based on
22 its representations, undertakings, and business model, Lyft stood in the shoes of the drivers.
23 Passengers pay Lyft, not the driver, and get a receipt from Lyft, not the driver. All communications
24 about the experience come from Lyft. Passengers have no ability to identify or contact their driver
25 outside of the channels controlled exclusively by Lyft.

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³⁰ See Restatement (Second) of Torts § 414.

1 vi. The special relationship between Lyft and its passengers has defined
2 boundaries since it exists specifically between Lyft and those individuals who use Lyft's
3 application to request a ride, as opposed to all members of the public.

4 k. Lyft owed a duty because it had a special relationship with its drivers and so
5 was obligated to prevent them from harming passengers.³¹

6 l. Lyft owed a duty as a common carrier to protect passengers under the laws
7 of states **except** the following: **Arizona, Colorado, District of Columbia, Illinois** (for incidents
8 prior to August 11, 2023), **Michigan, Montana** (for incidents prior to April 23, 2023), **New York,**
9 **Pennsylvania, Wisconsin, and Wyoming.**³² As a common carrier, Lyft owed a duty to use the
10 utmost and highest care and vigilance, and to do all that human foresight, care, and vigilance can
11 do to avoid harm to passengers.³³

12 m. Lyft owed a duty to prevent drivers from harming passengers because the
13 drivers (1) were on Lyft's premises, (2) were using Lyft's product, and (3) Lyft knew or had reason
14 to know it has the ability to control the drivers and of the necessity and opportunity for exercising
15 such control.³⁴

16 n. Lyft owed a duty to prevent drivers from harming passengers, including
17 from intentionally doing so, because (1) Lyft permits drivers to use its chattel—the Lyft product
18 and trademarks, (2) Lyft was virtually present in the vehicles, and (3) Lyft knew or had reason to
19 know Lyft had the ability to control the drivers and of the necessity and opportunity for exercising
20 such control.³⁵

21 o. Lyft owed a duty because it took charge of drivers whom it knew or should
22 have known were likely to cause bodily harm to others.³⁶

23 _____
24 ³¹ See *id.*

25 ³² See Restatement (Second) of Torts § 314A.

26 ³³ Throughout this Master Complaint, certain states are excluded from certain counts; however,
27 nothing in this Master Complaint, either in this paragraph or elsewhere, waives any individual's
28 claims. Therefore, any individual may add in their Short Form Complaint any cause of action
under any state's laws.

³⁴ See Restatement (Second) of Torts § 317.

³⁵ See Restatement (Second) of Torts § 318.

³⁶ See Restatement (Second) of Torts § 319.

1 p. Lyft owed a duty because it voluntarily took custody of passengers under
2 circumstances such as to deprive them of their normal power of self-protection and subjected them
3 to association with persons likely to cause them harm, and (1) knew or had reason to know Lyft
4 had the ability to control the drivers and (2) knew or should have known the necessity and
5 opportunity for exercising such control.³⁷ Lyft also owed this duty because passengers were
6 helpless to adequately aid or protect themselves.³⁸

7 269. Plaintiffs specifically include claims based on negligent hiring, retention, and
8 supervision. Under those theories, Lyft owed a duty to protect passengers from drivers because:³⁹

- 9 a. Lyft hired the drivers;
10 b. Drivers were or became unfit to perform the work of driving for Lyft; and
11 c. Lyft knew or should have known that the drivers were or became unfit and
12 that this unfitness created a particular risk to others.

13 270. Lyft breached its duty to Plaintiffs.

- 14 a. Lyft introduced a new form of transportation without taking any study of the
15 evident risks or efforts to prevent them.
16 b. Lyft failed to adapt or improve its safety procedures.
17 c. Lyft marketed its product as one that would provide safety for passengers,
18 lulling passengers into a false sense of security, and making it seem like a good option for
19 vulnerable riders late at night.
20 d. Lyft failed to warn passengers of the risk of Lyft rides.
21 e. Lyft failed to adequately vet prospective drivers.

22 i. When hiring new drivers, Lyft did not verify driver identities with
23 biometric background checks. Lyft did not correct for false negatives created by its name-based
24 screening procedures. Lyft did not provide industry-standard background checks that would
25 provide the most comprehensive means of screening applicant drivers. Lyft did not invest in
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27 ³⁷ See Restatement (Second) of Torts § 320.

28 ³⁸ See Restatement (Second) of Torts § 324.

³⁹ See, e.g., Restatement (Second) of Torts § 411.

1 continuous monitoring of its drivers and was not immediately alerted when one of its drivers is
2 implicated in criminal acts.

3 ii. Lyft had no reasonable basis to believe Lyft drivers were fit to drive
4 vulnerable riders, particularly at night, and failed to use reasonable care in determining whether
5 any given driver was fit for the task.

6 iii. Lyft knew or should have known both that the drivers were unfit, and
7 that the unfitness of a driver created an unreasonable risk of harm to Lyft’s passengers.

8 f. Lyft endorsed or recommended drivers to passengers without adequate basis
9 for doing so.

10 g. Lyft failed to create clear expectations and conduct training or otherwise
11 exercise control over driver behavioral norms to make clear and effective that Lyft was not a
12 “hookup site.”

13 h. Lyft failed to remove drivers from its platform who it knew posed a risk of
14 sexual misconduct.

15 i. Lyft failed to respond appropriately to reports of driver misconduct,
16 including for years letting drivers remain on the system until they had two or more reports of
17 misconduct.

18 j. Lyft failed to establish and maintain an appropriate and robust system for
19 receiving passenger complaints of sexual misconduct.

20 k. Lyft made it difficult for passengers to report sexual assaults, failed to
21 conduct root cause analyses, and chose not to investigate, understand, or adopt evidence-based
22 prevention options.

23 l. Lyft failed to provide technological tools to deter sexual assaults, including
24 video monitoring.

25 m. Lyft failed to provide alerts to law enforcement when a driver veers off
26 course from the passenger’s destination, abruptly cancels the ride, or ends the ride at the intended
27 destination but GPS data indicates the passenger remains in the car for a significant period of time.
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1 n. Lyft failed to cooperate with police with a driver assaults a passenger. Lyft
2 refused to release driver information to law enforcement absent a subpoena, discouraging police
3 and prosecutors from investigating and prosecuting Lyft drivers and providing Lyft drivers with
4 assurance that their illegal behavior will go unpunished.

5 o. Lyft failed to use the utmost care and vigilance to protect Plaintiffs from its
6 own drivers who assaulted, harassed, or otherwise attacked Plaintiffs while they were being
7 transported by Lyft.

8 p. Lyft failed to take reasonable precautions to protect its vulnerable female
9 riders and other passengers, including Plaintiffs, from the foreseeable and known risk of assault or
10 harassment by its drivers. If Lyft had used the highest degree of care, Lyft could have prevented or
11 reduced the likelihood of the sexual assault of its passengers, including Plaintiffs.

12 271. As a proximate result of Lyft's negligence, Plaintiffs were assaulted or harassed by
13 Lyft drivers and suffered psychological and physical harm.

14 272. As a proximate result of Lyft's negligence, Plaintiffs suffered economic and non-
15 economic damages.

16 **B. Fraud and Misrepresentation**

17 273. Plaintiffs plead both claims for affirmative misrepresentation and misrepresentation
18 by omission.

19 274. Lyft represented to Plaintiffs and the general public that safety was Lyft's priority,
20 and that Lyft's goal was to provide a safe ride.

21 275. Lyft made intentional misrepresentations of fact to all users of the Lyft App.

22 276. These statements were false when made.

23 277. Lyft failed to disclose the truth that Lyft prioritized growth and driver supply over
24 passenger safety.

25 278. Lyft failed to disclose the truth that Lyft failed to adequately protect passengers
26 against sexual assault or harassment committed by drivers.

27 279. Lyft had a duty to disclose the truth of its priorities and lack of adequate safety
28 mechanisms.

1 a. Lyft had a duty to disclose because, as alleged above, it had a special
2 relationship with the passengers.

3 b. Lyft had a duty to disclose because it had a special relationship with the
4 drivers.

5 c. Lyft had a duty to disclosure because of its exclusive, superior knowledge.

6 d. Lyft had a duty to disclose due to its active concealment of the safety
7 conditions of Lyft rides.

8 e. Lyft had a duty to disclose because of the dangerous conditions of the Lyft
9 product.

10 f. Lyft had a duty to disclose because Lyft made affirmative incomplete
11 misrepresentations with knowledge of undisclosed facts that materially qualified the facts disclosed
12 or rendered the disclosed facts likely to mislead.

13 280. These representations and omissions regarding safety were made to Lyft customers
14 through various channels, including but not limited to: retail advertising, emails, social media, and
15 Lyft's own website, app store product placement, and Lyft App.

16 281. While the precise wording of different communications and advertising varied,
17 Lyft's messaging consistently presented and reinforced a unique selling proposition of a safe ride.

18 282. Lyft intended that its marketing proposition reach the widest possible audience,
19 including every passenger, and especially including women and other vulnerable riders.

20 283. Lyft intended that every passenger rely on its safety marketing.

21 284. Regardless of Lyft's intent, it can be presumed that every Lyft passenger, especially
22 a vulnerable female passenger, assumes Lyft is doing everything it can to provide a safe ride and
23 relies on that assumption in deciding to use Lyft's product.

24 285. As a result of relying on Lyft's misrepresentations and omissions, Plaintiffs were
25 assaulted or harassed by Lyft drivers, and suffered economic and non-economic damages.

26 **C. Negligent Infliction of Emotional Distress**

27 286. Plaintiffs incorporate all allegations pleaded under the Negligence claim.
28

1 287. Each of the asserted duties owed by Lyft included the duty to exercise reasonable
2 care to avoid causing Plaintiffs emotional distress.

3 288. In particular, Lyft owed a duty because it had a special relationship with its
4 passengers.

5 289. Lyft also owed a duty because it should have realized that its conduct involved an
6 unreasonable risk of causing emotional distress and, from facts known to it, should have realized
7 that the distress might result in illness or bodily harm.⁴⁰

8 290. As a proximate result of Lyft's negligence, Plaintiffs were assaulted or harassed by
9 Lyft drivers and suffered severe emotional distress.

10 **D. Common Carrier's Non-Delegable Duty to Provide Safe Transportation**
11 **[Certain States Only]**

12 291. This claim is pleaded under the laws of every state **except: Arizona, Colorado,**
13 **District of Columbia, Illinois** (for incidents prior to August 11, 2023), **Michigan, Montana** (for
14 incidents prior to April 23, 2023), **New York, Pennsylvania, Wisconsin, and Wyoming.**

15 292. This claim includes Lyft's direct liability, for each breach of the duty to provide safe
16 transportation, whether acts constituting the breach were committed by Lyft or by its drivers.

17 293. At the time Plaintiffs were sexually assaulted or harassed, Lyft was a common
18 carrier because it was, and held itself out to the public as, a business that undertook (whether
19 directly or indirectly) to transport passengers by motor vehicle, and did in fact provide
20 transportation by motor vehicle, offering these services to the general public indiscriminately and
21 in exchange for compensation.

22 294. Through a digital application made available to the general public, Lyft connects
23 passengers with its transportation network drivers to provide them with transportation, from place
24 to place, for profit.

25 295. Lyft charges standard fees for its services through its application.

26 296. Lyft represents that it does not allow discrimination against passengers on the basis
27 of race, color, national origin, religion, gender, gender identity, physical or mental disability,

28 _____
⁴⁰ See Restatement (Second) of Torts § 313.

1 medical condition, marital status, age, or sexual orientation. Any member of the public can use
2 Lyft's transportation services.

3 297. As a common carrier, Lyft owes its passengers a heightened duty of care. Lyft owes
4 a duty to employ the utmost degree of care, skill, judgment, and diligence that would be expected
5 of a very cautious company. And Lyft has a duty to do all that care, vigilance, and foresight
6 reasonably can do under the circumstances to avoid harm to passengers, including Plaintiffs. Lyft
7 also owes a duty to keep its passengers safe from misconduct (including any sexual misconduct)
8 during its rides, especially from its participating drivers.

9 298. As a common carrier, Lyft has an implied contract with its passengers to carry them
10 safely to their destination and to protect them against sexual misconduct during that carriage.

11 299. As a common carrier, Lyft has a non-delegable duty to protect its passengers against
12 harm including sexual assault.

13 300. A common carrier may contract out the performance of its non-delegable duty but
14 may not contract out its ultimate legal responsibility. Thus, although Lyft may transfer the task of
15 transporting its passengers to a contractor, it may not thereby shift its duty to transport its passengers
16 safely.

17 301. When Lyft's drivers engaged in sexual misconduct toward Plaintiffs, this was a
18 breach of Lyft's non-delegable duty, as a common carrier, to safely transport Plaintiffs.

19 302. When Lyft's drivers engaged in sexual misconduct toward Plaintiffs, this was a
20 breach of Lyft's implied warranty of safe carriage.

21 303. When Lyft's drivers engaged in sexual misconduct toward Plaintiffs, this meant that
22 Lyft had failed in its duty to keep Plaintiffs safe and protect them against sexual misconduct.

23 304. As a legal and proximate result of Lyft's actions and omissions, Plaintiffs were
24 assaulted, battered, harassed, or otherwise attacked by Lyft drivers, which humiliated, degraded,
25 violated, and robbed Plaintiffs of their sense of dignity and personal safety. The attacks on Plaintiffs
26 caused Plaintiffs to suffer physical or psychological harm.

27
28

1 **E. Vicarious Liability for Drivers' Torts (Employee, Retained Control, Apparent**
2 **Agency, Ratification)**

3 305. Lyft is vicariously liable for the negligence and intentional torts—including but not
4 limited to assault, battery, rape, false imprisonment, and intentional infliction of emotional
5 distress—committed by drivers.

6 **1. Employee [Certain States Only]**

7 306. This claim is pleaded under the laws of every state and territory **except: District of**
8 **Columbia, Connecticut, Michigan, Nevada, New York, Oklahoma, Pennsylvania, Tennessee,**
9 **Texas, Utah, West Virginia, and Wyoming.**

10 307. Under the doctrine of respondeat superior, Lyft is responsible for the torts of its
11 employees committed within the scope of employment, connected with acts otherwise within the
12 scope of employment, in furtherance of Lyft's business, necessary to accomplish the purpose of
13 employment or authorized by Lyft. The modern rationale for the theory is that an employer who
14 profits from an enterprise which, through the torts of his employees, causes harm to others should
15 bear the costs of the injury instead of the innocent injured Plaintiffs.

16 308. Lyft profits from transporting vulnerable passengers. Lyft encourages female
17 passengers to use its services. At the same time, Lyft does not take reasonable steps to protect its
18 passengers or warn them of the dangers of riding with Lyft. Lyft should bear the costs of injuries
19 that result from torts such as assault and harassment, rather than the victims of Lyft's negligence,
20 willful wrongdoing, and intentional omissions made at the expense of passenger safety.

21 309. Lyft drivers are employees and agents of Lyft. Lyft reserves the right to control the
22 activities of Lyft drivers. Lyft controls the prices charged to customers, controls contact with the
23 customer base, controls the ability of drivers to see where they will be driving before they accept a
24 ride, and reserves the right to terminate drivers with or without cause.

25 310. Lyft retains and in fact exercises overwhelming control over its drivers.

26 a. Lyft controls the App which all drivers must use to receive, accept, and
27 complete rides with passengers.

28

1 b. Lyft sets the fare prices, including additional fees and costs imposed on the
2 passenger, any opportunity for bonus and incentive payments to the driver, and any promotional
3 offers or discounts for the passenger.

4 c. Lyft retains control over primary passenger contact and full control over the
5 passenger's contact information via the App.

6 d. Lyft monitors the driver's route and determines fees and costs for any
7 modification or cancellations, including provisions related to driver deviations or delays (which
8 may result in modified charges and notices to the passenger), and instructing drivers on where to
9 pick up and drop off passengers in relation to their destination.

10 e. Lyft retains the right to terminate drivers at will and impose disciplinary
11 actions if drivers fail to comply with Lyft's rules.

12 f. Lyft imposes a code of conduct on drivers, including requiring drivers to
13 dress professionally and limiting the number of times a driver may contact a passenger.

14 g. Lyft instructs drivers on how to maintain and operate their vehicle during an
15 Lyft ride.

16 h. Lyft maintains the driver rating system, which displays the average star
17 rating for each driver.

18 i. Lyft maintains customer service support where customers can report driver-
19 related complaints.

20 j. Lyft drivers do not require any specialized skills or training.

21 k. Lyft drivers' job duties of driving passengers to and from destinations is the
22 essential core of Lyft's business.

23 l. The assault, harassment, or other attacks Plaintiffs suffered were perpetrated
24 by the Lyft drivers within the scope of their employment and authority. The assault or harassment
25 of intoxicated and unaccompanied women or other vulnerable individuals who have been placed in
26 an improperly screened Lyft drivers' car with little to no supervision is incidental to and a
27 foreseeable result of the act of transporting passengers.

28 311. Lyft drivers' torts occurred within the scope of their employment.

- 1 a. The conduct took place during, or was precipitated by, Lyft trips.
- 2 b. The conduct directly grew out of and was aided by the employment.
- 3 c. The conduct was accomplished using the instrumentalities of the
4 employment.
- 5 d. The conduct was not unexpected but, instead, a predictable risk created by
6 the employment.
- 7 e. The conduct arose out of a core and indispensable part of Lyft's employment
8 arrangement and requirements: the drivers' mandate and ability to restrict the passengers' freedom
9 of movement.
- 10 f. The conduct was motivated, at least in part, by a purpose to serve the
11 employer, because the conduct included luring riders into the vehicle and confining them there.
- 12 g. Drivers were able to initiate contact with passengers and obtain passengers'
13 locations through the Lyft app, which were only accessible to drivers through their employment
14 with Lyft.
- 15 h. Drivers lured passengers into their vehicles using their status as screened and
16 trusted Lyft drivers, and passengers initiated and engaged in these rides under the mistaken belief
17 that Lyft had properly screened and supervised its driver.
- 18 i. Drivers' employment with Lyft placed them in positions of power over
19 passengers and in each case, the drivers leveraged their status as Lyft drivers to further the assault,
20 including, in some cases, physical entrapment of passengers in vehicles, threats of unpaid fares,
21 and refusal to complete rides.
- 22 j. Lyft passengers are placed in highly vulnerable positions. Passengers are in
23 close proximity to drivers without the ability to control their surroundings or escape from the
24 physical confines of drivers' vehicles. Passengers relinquish their autonomy and the control over
25 their own safety and well-being to Lyft drivers, who Lyft represents as screened, safe, and trusted.
26 This vulnerability is exacerbated for intoxicated passengers, to whom Lyft specifically markets.
27 The power imbalance created by the driver-passenger relationship and Lyft's representations to
28 passengers create the risk of abuse.

1 k. Sexual assaults are further predictable because, for over a decade, Lyft has
2 known that drivers were sexually assaulting passengers.

3 l. The assaults are neither unusual nor unforeseeable, such that it would be
4 unfair to include resulting losses from the costs of Lyft's business. Thus, holding Lyft liable would
5 promote the states' public interest and policy goals of preventing future sexual assault injuries and
6 assuring compensation to victims.

7 m. Policy rationales underlying vicarious liability indicate the acts occurred
8 within the scope of employment, in that Lyft's business model was solely the provision of passenger
9 transportation and, but for that transportation and the reliance on Lyft's reputation and safety,
10 passengers would not have engaged with and gotten into the cars of Lyft drivers.

11 312. In states **except Arizona, Colorado, District of Columbia, Illinois** (for incidents
12 prior to August 11, 2023), **Michigan, Montana** (for incidents prior to April 23, 2023), **New York,**
13 **Pennsylvania, Wisconsin, and Wyoming**, any requirement that a tort be committed within the
14 scope of employment does not apply because Lyft is a common carrier that owes its passengers a
15 non-delegable duty to protect them from sexual misconduct in connection with Lyft's transportation
16 of them. As such, Lyft is vicariously liable for a sexual assault upon a passenger by one of its
17 employees whether or not the sexual assault was beyond the scope of employment.⁴¹

18 313. In states **except District of Columbia, Michigan, New York, and Pennsylvania,**
19 any requirement that a tort be committed within the scope of employment does not apply because
20 the drivers' torts were a breach of Lyft's non-delegable duties other than those that arise from its
21 status as a common carrier.

22 **2. Apparent Agency**

23 314. Lyft is vicariously liable for the acts of its drivers under the theory of apparent
24 agency.

25 315. Lyft, through its words and conduct, represented that Lyft drivers were its agents or
26 employees and that they had the authority to, on Lyft's behalf, provide safe transportation.

27
28 _____
⁴¹ 66 A.L.R.7th Art. 2 (Originally published in 2021).

1 316. Lyft passengers, including Plaintiffs, look at the Lyft institution rather than its
2 individual drivers to provide transportation services, and Lyft holds these drivers out to passengers
3 as agents of Lyft.

4 317. Lyft drivers display the Lyft logo when interacting with passengers, and in many
5 cases Lyft drivers are the only people at the company with whom Lyft's passengers have direct
6 contact. Lyft drivers provide the service that Lyft claims to provide—safe transportation.

7 318. By allowing Lyft drivers to represent Lyft's business, Lyft creates the impression
8 that its drivers, including the Lyft driver at issue here, were Lyft's employees or agents. Lyft holds
9 its drivers to third parties, including passengers and Plaintiffs, as having authority to act on behalf
10 of Lyft, or causes third parties, including passengers and Plaintiffs, to reasonably believe that its
11 drivers have authority as agents or employees of Lyft.

12 319. Given Lyft's representations and undertaking, Lyft is estopped from maintaining
13 now that passenger safety was the responsibility of Lyft drivers, and that Lyft has no connection
14 with nor accountability for what befell Lyft's passengers that it delivered into the hands of ill-
15 intentioned drivers.

16 320. Plaintiffs justifiably relied on Lyft's express and implied representations to their
17 detriment, i.e., they entered a vehicle with an Lyft driver believing that the Lyft driver was an
18 employee or agent of Lyft, and that Lyft had adequately screened, supervised, and retained the
19 driver.

20 321. Lyft's words and conduct leading to the appearance of agency for Lyft drivers
21 include but are not limited to:

22 a. Lyft requires that all Lyft rides be initiated, modified, and cancelled through
23 the Lyft App.

24 b. Lyft requires Lyft drivers to have a Lyft logo prominently displayed in the
25 vehicle.

26 c. Lyft maintains control of all payments, communications, and complaints
27 regarding the Lyft ride.

28

1 d. At no point during the request for, course, or completion of a ride does Lyft
2 disavow an employee/agent relationship with the Lyft driver.

3 e. Lyft requires all passengers who wish to engage with a Lyft driver to agree
4 to the Lyft terms of service.

5 322. The scope of the apparent agency extends to any failure on the part of the driver to
6 provide safe transportation, including intentional acts of sexual misconduct.

7 **3. Ratification**

8 323. Lyft is vicariously liable for the acts of its drivers under the theory of ratification.

9 324. As alleged above, despite being aware of the scope and scale of sexual assaults
10 perpetrated by Lyft drivers throughout the United States, Lyft intentionally normalized hitchhiking,
11 falsely marketed its rides as safe, and repeatedly failed to take adequate measures to redress the
12 issue.

13 325. Among other acts and omissions, Lyft failed to respond adequately to reports of
14 sexual misconduct, failed to adequately investigate reports of sexual misconduct, failed to report
15 sexual misconduct to law enforcement, and reinstated drivers after complaints of sexual
16 misconduct.

17 326. Lyft's conduct amounts to ratification of the torts committed by the drivers.

18 **F. Strict Products Liability (Failure to Warn and Design Defect)**

19 327. Lyft manufactures, designs, sells, markets, advertises, labels, and makes available
20 in the stream of commerce the Lyft App, which is a self-contained computer program or software
21 package that runs inside of an operating system.

22 328. Users or consumers download the Lyft App from a distribution source, such as the
23 Apple Store. Users may download either (or both) the passenger version of the Lyft App or the
24 driver version of the Lyft App. Regardless of which "version" of the Lyft App a person purchases,
25 downloads, or uses, it is connected to the same backend technology infrastructure that includes, but
26 is not limited to, Lyft's algorithms, data, and physical hardware. The passenger version of the Lyft
27 App, driver version of the Lyft App, and Lyft's backend technology infrastructure "communicate"
28 and work together to facilitate the exchange of data, "match" passengers and drivers using different

1 versions of the app, transmit payments, obtain and store “ratings” for drivers and passengers, and
2 perform other functionalities as developed, implemented, updated, modified, or controlled by Lyft.

3 329. When end users or consumers download the driver or passenger version of the Lyft
4 App onto their mobile devices, they download a computer program or software package which then
5 must be installed on their mobile device, in much the same way that individuals who purchase the
6 Microsoft Office software package either download the software to install it or install it off of a
7 disk onto their computers.

8 330. When end users or consumers who have installed the Lyft App on their mobile
9 devices open the Lyft App, they are interacting with the user interface on the “frontend.” The
10 frontend includes visual elements (for example, buttons, check boxes, and text in natural language).
11 The frontend or user interface is what allows end consumers to actually interact with the Lyft
12 application and to make financial transactions through it. That is, this is the point of human-
13 computer interaction. Each and every feature that end users or consumers interact with on the front
14 end is directly and necessarily controlled by Lyft’s physical servers (its backend technology
15 infrastructure and technical specifications). The backend infrastructure is what actually makes the
16 Lyft App work and has, at all relevant times, included identifiable, tangible elements, including but
17 not limited to physical servers located at data centers around the country.

18 331. Every feature of the Lyft App was designed, developed, implemented, and
19 controlled exclusively by Lyft.

20 332. Unlike social media platforms, the Lyft App does not consist of user-controlled
21 content.

22 333. The features and functionality of the Lyft App, including but not limited to all
23 aspects of the user interface and all subsurface algorithms and coding, were designed, developed,
24 implemented, coded, and controlled by Lyft.

25 334. Lyft makes all decisions regarding the technical specifications and design of the Lyft
26 App, including but not limited to the user interface and subsurface algorithms and coding that
27 operate as part of Lyft’s backend infrastructure.
28

1 335. Lyft controls who, when, and how the Lyft App is used and exercises this control
2 through the features and functionalities of the app which were designed, developed, coded, and
3 implemented by Lyft.

4 336. For example, Lyft is in complete control of which drivers get matched with which
5 passengers and whether passengers and drivers may use the app.

6 337. Lyft also has complete control over the text of all communications sent to drivers or
7 passengers who contact Lyft for support of any kind.

8 338. Lyft also sets rates which are charged for each ride and further sets the amount
9 drivers earn for each ride.

10 339. Lyft retains complete control over modifications, updates, and bug fixes to the code
11 or algorithm that are released for the Lyft App. As with traditional software packages, end users or
12 consumers must download and install updates to the Lyft App software when they are released.

13 340. Lyft made design, guarding, and warning choices which have affected the
14 experience of end users of the Lyft App by developing, updating, or modifying its technology
15 infrastructure to develop, update, or modify the Lyft App or features of the Lyft App that are
16 available to end consumers, including Plaintiffs on the user interface. Specifically, Lyft has
17 controlled what features, including but not limited to buttons, information sharing, or camera usage,
18 are involved in the end user experience of the Lyft app.

19 341. Lyft controlled the user experience for end users of the Lyft App (both drivers and
20 passengers), by developing, updating, and modifying its technology infrastructure on the backend,
21 to develop, update, or modify the Lyft App and or features of the Lyft App that are available to end
22 consumers, including Plaintiffs, on the user interface. Specifically, Lyft has controlled what
23 features, including but not limited to buttons, choices, information sharing, or camera usage, are
24 involved in the end user experience of the Lyft app.

25 342. Lyft made decisions about and controlled all text that appears when end users access
26 the Lyft App or Lyft website, by developing, updating, or modifying its technology infrastructure
27 on the backend, to develop, update, or modify the Lyft App and or website. Specifically, Lyft made
28 decisions about what statements, representations, or warnings, if any, would or would not appear

1 in natural language on the frontend of the Lyft App or Lyft website that end consumers, including
2 Plaintiffs, interact with.

3 343. Lyft made decisions concerning the use of its algorithms, which on information and
4 belief it considers proprietary to it, and which it developed using programming language. Lyft's
5 algorithms operate on the backend of Lyft's technology infrastructure and utilize data to "match"
6 riders and drivers. Lyft has at all times been responsible for the development, updating, and
7 modification of its algorithm, which directly affects or affected the experience of end users,
8 including Plaintiffs, interacting with the Lyft app.

9 344. Lyft made design choices that defined the experience of end users of the Lyft app,
10 by developing, updating, or modifying its technology infrastructure on the backend, to develop,
11 update, or modify the Lyft App and or features of the Lyft App that control the use and experience
12 of end users including riders and drivers. This includes but is not limited to features related to Lyft's
13 "rating" system by which users, at the completion of the ride interact with the Lyft App interface
14 to select a rating from one to five stars for the rider or driver and the reporting system, by which
15 users can use their keyboards to submit complaints or reports to Lyft in natural language. This data
16 is then transmitted to Lyft's servers at various locations and used, among other things, for future
17 matching purposes.

18 345. Lyft facilitated the exchange of data and information between the user interface of
19 the driver or rider versions of the Lyft App and its backend technology infrastructure.

20 346. As the designer of a product, Lyft had the duty to conduct a hazard analysis to
21 identify risks associated with its product and then to mitigate those risks in accordance with industry
22 standards for severity and frequency, among other things.

23 347. Specifically, as the designer of a product, Lyft had a duty to control for risks in
24 accordance with the design hierarchy by (1) designing away the risks; (2) guard against any risks
25 that cannot be designed out; and (3) warn against any risks that could not be designed away or
26 guarded against.

27 348. Lyft did not conduct an adequate hazard analysis and did not adequately control for
28 risks associated with its product.

1 349. It was reasonably foreseeable to Lyft, as the designer of the Lyft App, that end users
2 or consumers were at risk of sexual harassment, assault, kidnapping, or other sexual misconduct
3 while using the Lyft app.

4 350. However, Lyft failed to design away the risks of sexual harassment, assault,
5 kidnapping, or other sexual misconduct while using the Lyft app.

6 351. Lyft has publicly acknowledged that thousands of passengers and drivers have been
7 sexually assaulted or harassed while using the Lyft app.

8 352. As discussed above, the exact number of sexual assaults is unknown due to
9 underreporting and Lyft's failure to disclose the true number of sexual assaults reported to it.

10 353. Lyft also failed to mitigate the risks of sexual harassment, assault, kidnapping, or
11 other sexual misconduct while using the Lyft app.

12 354. Specifically, Lyft failed to design away the risks associated with using its app by,
13 among other things, failing to provide and require the installation of dash cameras in each vehicle
14 used by drivers and failing to provide other audio or video monitoring of rides.

15 355. Lyft similarly failed to guard against the risk of risks of sexual harassment, assault,
16 kidnapping, or other sexual misconduct by, among other things,

17 a. Failing to design an effective safety-focused reporting system to capture
18 safety data so it could be acted on;

19 b. Failing to permit passengers to select drivers of the same gender;

20 c. Failing to enact and appropriately enforce a zero-tolerance policy toward
21 drivers with a history of inappropriate behavior;

22 d. Failing to appropriately monitor rides to detect known patterns of sexual
23 assault, harassment, kidnapping or other forms of sexual assault, including but not limited to using
24 existing GPS and predictive technology to monitor and respond to route deviations or drivers
25 spending excessive time with passengers at the start or end of a route;

26 e. Failing to offer timely support during unsafe rides; and

27 f. Failing to add appropriate background checks before and after allowing
28 drivers onto the app, including but not limited to biometric screening.

1 356. Further, Lyft failed to provide adequate warnings to users of its app by failing to
2 warn them to the actual risk of sexual harassment, assault, kidnapping, or other sexual misconduct.

3 357. As a result, Lyft passengers were unable to make an informed decision about
4 whether to use Lyft.

5 358. Instead of warning users that they faced a risk of sexual misconduct, Lyft instead
6 represented that it provided a “safe” ride and that safety was designed into its product. Thus, users
7 did not know the true risk of sexual harassment, assault, kidnapping, or other sexual misconduct
8 while using the Lyft app.

9 **1. Design Defect**

10 359. At all relevant times, Lyft manufactured, designed, marketed, advertised, labeled,
11 produced, sold, and made available in the stream of commerce the Lyft application.

12 360. Customers, including Plaintiffs, purchased or downloaded the Lyft application from
13 app stores on their devices, including but not limited to the Apple Store or Google Play Store.

14 361. The Lyft application was in a defective condition unreasonably dangerous to users
15 or consumers, including Plaintiffs.

16 362. Lyft was engaged in the business of manufacturing, designing, producing,
17 marketing, advertising, labeling, selling, and making the Lyft application available to the public as
18 a product in the stream of commerce.

19 363. As the designer of the Lyft app, Lyft has superior knowledge and was in the best
20 position to understand the risks and hazards associated with the product. The risks associated with
21 using the Lyft application that form the subject of this Complaint were largely unknown to Lyft
22 passengers, and Lyft passengers relied upon Lyft and its superior knowledge when they decided to
23 use the Lyft application to obtain rides.

24 364. The Lyft application was expected to and did reach the end users without substantial
25 change in its condition. The end users were members of the public, including Plaintiffs, who
26 interacted with the interface of the Lyft application to obtain rides as passengers.

27 365. The Lyft application was dangerous to an extent beyond that contemplated by the
28 ordinary consumer who purchases or downloads it.

1 366. The Lyft application created a risk of harm to persons that was not ordinarily
2 expected by users or consumers, including Plaintiffs. Specifically, users and consumers were at a
3 risk of sexual harassment, sexual assault, kidnapping, or other sexual misconduct while using the
4 Lyft App and the risk of this harm was not expected by the ordinary user or consumer of the Lyft
5 application.

6 367. The risk of sexual harassment, sexual assault, kidnapping, or other sexual
7 misconduct against users or consumers was not reasonably foreseeable to the ordinary user or
8 consumer, including Plaintiffs.

9 368. The ordinary user or consumer could not know the risk of sexual harassment, sexual
10 assault, kidnapping, or sexual misconduct that users of the Lyft App face because, as set forth
11 above, Lyft does not notify law enforcement when it receives reports of sexual harassment, sexual
12 assault, kidnapping, or other sexual misconduct involving the Lyft app; Lyft's own Safety Reports,
13 published only for limited time periods, provide data on just five of twenty-one categories of sexual
14 misconduct; and Lyft has, since its inception, marketed itself as the provider of a "safe" ride and as
15 a company with adequate safety features for passengers, including Plaintiffs.

16 369. The foreseeable risks of harm posed by the Lyft app, including sexual harassment,
17 sexual assault, kidnapping, or other forms of sexual misconduct, could have been reduced or
18 avoided by the adoption of a reasonably alternative design by Lyft, as set forth in the preceding
19 paragraphs.

20 a. The Lyft App was designed to operate on smartphones which are equipped
21 with cameras and microphones. Numerous other mobile applications interact with the smartphone's
22 preexisting hardware to operate cameras or microphones in conjunction with use of the application
23 (for example, Snapchat, Instagram). This technology is not only available, but widely used and
24 could be adopted as part of Lyft's technology infrastructure. Alternatively, when individuals sign
25 up to drive with Lyft, the driver version of the Lyft App includes a feature to have a camera shipped
26 directly to the driver's home address; this same feature could be used to ship dash cameras to
27 drivers.

28

1 b. The Lyft App included GPS tracking technology which is used to monitor
2 the exact location of drivers and predict the time it takes them to reach their destination. Lyft also
3 has safety alert features, but these features require affirmative action to be triggered by a user,
4 which is often not possible in the context of sexual assaults or kidnapping. Lyft need only utilize
5 its existing GPS, alert, and predictive technology to implement a feature whereby safety alerts are
6 triggered in the event of route deviations or excessive time spent with a passenger at the beginning
7 or end of a route.

8 c. The Lyft App has been designed to operate on smartphones which are
9 equipped with touchscreens. Various mobile applications, including, for example, password
10 manager applications, utilize biometric features for security purposes. Additionally, many mobile
11 phones use biometric features, including fingerprints or facial recognition, to unlock the phone.
12 Thus, the technology to obtain biometric data from a driver's mobile phone itself—at minimal cost
13 to Lyft—already exists and has been implemented in other contexts.

14 370. Implementation of reasonable and feasible alternative designs would not impair the
15 usefulness of the Lyft application or affect the cost to Lyft.

16 a. Lyft already tracks its drivers in order to match them with passengers and,
17 during the duration of the route, as they transport passengers to ensure that drivers are taking the
18 most efficient route. These steps are done to maximize Lyft's profits. Tracking drivers to ensure
19 that they do not remain with passengers for excessive periods of time after the conclusion of a route
20 or that they do not divert from a planned route with a passenger would better protect users and
21 consumers while utilizing existing technology.

22 b. Lyft already employs a matching algorithm designed to connect passengers
23 and drivers. The algorithm accounts for the distance between prospective passengers and drivers
24 and whether the passenger has given the driver a one-star rating in the past. The addition of an
25 option to allow female passengers to select female drivers did not require substantial modification
26 of the existing algorithm.

27 c. The collection of biometric information on the driver version of the Lyft
28 application would not impair its usefulness or add additional cost, because the application would

1 function in much the same way with regard to the arrangement of rides. Additionally, by using
2 functionality already existing on smartphones, the additional cost, if any, would be minimal.

3 371. The Lyft App was designed, maintained, and updated by large teams of data
4 scientists, user experience researchers, and similar professionals and includes subsurface
5 algorithms and systems and complex code. Many product features, including but not limited to the
6 inner workings of Lyft's algorithms, are unobservable on the front end. Discovery will reveal
7 additional details about the defects to the functionalities of the features of the product.

8 372. As a proximate result of Lyft's acts and omissions, Plaintiffs suffered both economic
9 and non-economic damage.

10 **2. Failure to Warn**

11 373. At all relevant times, Lyft manufactured, designed, produced, marketed, advertised,
12 labeled, sold, and made available in the stream of commerce the Lyft application.

13 374. Customers, including Plaintiffs, purchased or downloaded the Lyft application from
14 "app stores" on their devices, including but not limited to the Apple Store or Google Play Store.

15 375. The Lyft application was in a defective condition unreasonably dangerous to users
16 or consumers, including Plaintiffs.

17 376. Lyft was engaged in the business of manufacturing, designing, producing, selling,
18 and making the Lyft application available to the public as a product in the stream of commerce.

19 377. The Lyft application was expected to and did reach the end users without substantial
20 change in its condition. The end users were members of the public, including Plaintiffs, who
21 interacted with the interface of the Lyft application to obtain rides as passengers.

22 378. Lyft had a duty to warn users and consumers, including Plaintiffs, that using the
23 Lyft App in the ordinary, customary, and reasonably foreseeable manner posed a danger to users
24 and consumers. Specifically, Lyft had a duty to warn users and consumers that when using the Lyft
25 App or interacting with the Lyft App interface, users were in danger of sexual harassment, sexual
26 assault, kidnapping, or other sexual misconduct.

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1 379. Lyft had a duty to warn users and consumers that the features of the Lyft App posed
2 a risk of harm to users and consumers, including Plaintiffs, who used the Lyft App in a reasonably
3 foreseeable manner. For example:

4 a. Lyft had a duty to warn users including Plaintiffs that the matching algorithm
5 could pair passengers with drivers who had a criminal history; a history of receiving low- or no-
6 star ratings from passengers; or a history of being the subject of reports or complaints from
7 passengers.

8 b. Lyft had a duty to warn users including Plaintiffs that the GPS tracking and
9 predictive features, including the exchange of data between the frontend of the user interface and
10 the backend of Lyft's technology interface, did not include any feature to alert Lyft or law-
11 enforcement in the event that an Lyft driver deviated from the predicted or planned route or spent
12 excessive time with a passenger at the beginning or end of a route.

13 c. Lyft had a duty to warn users including Plaintiffs that when interacting with
14 the interface of the Lyft app, including but not limited to the use of buttons and screens to order a
15 ride, which in turn resulted in an exchange of information and data on the backend of Lyft's
16 technology infrastructure, Lyft may transmit their location to individuals who posed a risk of harm,
17 including sexual harassment, sexual assault, kidnapping, or other sexual misconduct.

18 d. Lyft had a duty to warn users and consumers including Plaintiffs that they
19 were at a risk of being sexually harassed, sexually assaulted, kidnapped, or subjected to other sexual
20 misconduct when using the Lyft App or otherwise interacting with the user interface of the Lyft
21 app.

22 380. Lyft failed to provide any warning to the users and consumers of the Lyft app,
23 including Plaintiffs, regarding the risk of sexual harassment, sexual assault, kidnapping, or other
24 sexual misconduct. In particular, Lyft failed to provide any warning of the risks, detailed in the
25 preceding paragraphs, that users and consumers including Plaintiffs faced while using the Lyft App
26 or otherwise interacting with its user interface.

27 381. To the extent Lyft can be construed to have provided any warning regarding the
28 risks described in the preceding paragraphs, the warning was inadequate.

1 382. To the extent Lyft can be construed to have provided any warning regarding the
2 risks described in the preceding paragraphs, the warning was mitigated by Lyft’s representations
3 that Lyft prioritized the safety of users and consumers, including Plaintiffs, designed safety into the
4 user experience, and provided a safe ride.

5 383. The breach of Lyft’s duty to warn users and consumers of the risks detailed in the
6 preceding paragraphs proximately caused Plaintiffs’ injuries.

7 384. Specifically, because Lyft failed to warn Plaintiffs that they were at risk of sexual
8 harassment, sexual assault, kidnapping, or other sexual misconduct when using the Lyft App or
9 interacting with the Lyft app’s user interface, Plaintiffs used the Lyft App and were sexually
10 harassed, sexually assaulted, kidnapped, or otherwise subjected to sexual misconduct.

11 385. Had Lyft warned users and consumers, including Plaintiffs, of the risks detailed in
12 the preceding paragraphs associated with use of the Lyft App and interaction with the Lyft user
13 interface, Plaintiffs (or the third parties that required Plaintiffs to use the Lyft App) would not have
14 used the Lyft App.

15 386. As a direct and proximate result of Lyft’s failure to provide adequate warnings,
16 plaintiffs have suffered physical and emotional damages.

17 **3. Product Liability Acts**

18 387. To the extent any claims above are subsumed by state product liability statutes,
19 Plaintiffs assert all design defect and failure-to-warn claims authorized by those statutes.

20 **IX. Prayer for Relief**

21 Plaintiffs respectfully request the following relief:

- 22 • Entry of judgment in their favor;
- 23 • Economic compensatory damages;
- 24 • Non-economic compensatory damages;
- 25 • Punitive and exemplary damages;
- 26 • Attorneys’ fees and costs;
- 27 • Pre-judgment and post-judgment interest; and
- 28 • Such other and further relief the Court may deem proper.

1 **X. Jury Demand**

2 Plaintiffs demand a trial by jury on all issues so triable, and a bench trial on any issues or
3 claims not so triable.

4 Dated: May 8, 2026

Respectfully submitted,

5 By: /s/ Rachel B. Abrams
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