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7 Attorneys for Plaintiffs,
8 **Jane Doe 1, Jane Doe 2, Jane**
9 **Doe 3, individually and on**
10 **behalf of all others similarly**
11 **situated**

ELECTRONICALLY
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SAN LUIS OBISPO SUPERIOR COURT
BY 
Carol L. McGuirk, Deputy Clerk

8 SUPERIOR COURT of the STATE of CALIFORNIA
9 COUNTY of SAN LUIS OBISPO

11 **Jane Doe 1, Jane Doe 2, Jane Doe 3,**
12 **individually and on behalf of all others**
13 **similarly situated,**

CASE NO. : 19CV-0434

13 **Plaintiffs,**

14 vs.

15 **LYFT, Inc.; Jason Lamont Fenwick; and**
16 **Does 1-100,**

17 **Defendants.**

18
19 **COMPLAINT for DAMAGES**

20 [a Representative Class Action Lawsuit]

- 21 1. Negligent Supervision and Retention
22 2. Trespass
23 3. Fraud
24 4. Intentional Misrepresentation
25 5. Negligent Misrepresentation
26 6. Assault
27 7. Sexual Battery
28 8. Violation of Ca Civ. Code § 51.7 (Ralph Act)

1 way home. No reason for any further sexual details, because each sexual assault upon Jane
2 Doe 2 and Jane Doe 3 is too gruesome and tragic to recount.

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4 - JANE DOE 1 -

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6 After being dropped off at Jane Doe 1’s home around midnight by a Lyft driver, Jane Doe 1
7 woke up the next morning in her bed bruised, naked and bleeding from her intimate private
8 parts.

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10 The entire assault by the Lyft driver was captured on a home video surveillance system,
11 amounting to approximately 30 minutes.

12

13 The Lyft driver was arrested and remains incarcerated in San Luis Obispo County jail on a
14 \$500,000 bail for sexual assault and battery charges pending a felony trial.

15

16 THE PARTIES

17

18 1. Plaintiffs JANE DOE 1, JANE DOE 2, and JANE DOE 3, (each will be
19 referred to by their DOE designation and/or collectively referred to as “Ms. Doe”) are
20 California residents with JANE DOE 1 living in San Luis Obispo County, JANE DOE 2,
21 living in Los Angeles County and JANE DOE 3, living in San Diego County.

22 2. Defendant LYFT, INC. (hereafter “Lyft”) is a Delaware Corporation with its
23 principal place of business in San Francisco, California.

24 3. Defendant JASON LAMONT FENWICK (hereafter, “Mr. Fenwick”) is a
25 California resident living in Lompoc, California. Henceforth, Mr. Fenwick and the other
26 two Doe Lyft drivers who sexually assaulted Jane Doe 2 and Jane Done 3, respectively, will
27 occasionally be collectively referred to as the “Lyft Driver”.

28 4. The true names and capacities, whether corporate, associate, individual or

1 otherwise of Defendants JOHN DOES 1 through 100, inclusive, are unknown to Ms. Doe
2 who therefore sues said defendants by fictitious names. Each of the defendants designated
3 herein as a JOHN DOE is legally responsible in some manner for the events and happenings
4 herein referred to and caused injuries and damages proximately thereby to Ms. Doe, as
5 herein alleged. Ms. Doe will seek leave to amend this Complaint to show their names and
6 capacities when the same have been ascertained.

7
8 **JURISDICTION and VENUE**
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10 5. The Court has personal jurisdiction over Lyft because it is headquartered in
11 California and dispatches its employees to transport passengers throughout California and
12 San Luis Obispo County.

13 6. The Court has personal jurisdiction over Mr. Fenwick because he committed
14 his tortious conduct in San Luis Obispo County.

15 7. Venue is proper in San Luis Obispo County because Defendants do business
16 in this county, and the events, conducts and injuries occurred in this county.

17 8. Venue, upon Plaintiffs' request may be transferred to either Los Angeles
18 County or San Francisco County.

19
20 **FACTUAL BACKGROUND**
21

22 1.

23 **Each JANE DOE was SEXUALLY ASSAULTED by a LYFT EMPLOYEE**
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25 9. Lyft contends that it is an *"industry pioneer setting the gold-standard for*
26 *safety in designing every part of Lyft with safety front of mind..."*

27 10. LYFT, Inc. advertises itself as the *tipsy taxi* for the world and, according to
28 Robert Grant, Director of Global Policy for rideshare services and passenger safety, LYFT,

1 Inc. provides “*an alternative to drinking and driving!*”

2 11. Jane Doe 1’s “safe trip home” on the evening of November 4, 2018 was
3 anything but ... and will trouble her and traumatize her for the rest of her life.

4 12. Jane Doe was drunk that evening when she entered the Lyft vehicle and had
5 blacked out by the time, she arrived at her home ... where she was escorted into her home by
6 the Lyft driver, Mr. Fenwick.

7 13. Once inside, Mr. Fenwick placed the unconscious Jane Doe in her bed and
8 then proceeded to wander around her home, snooping and checking for other occupants and
9 closing curtains in preparation for his sexual assault and so as not to be seen - entirely
10 oblivious to the home surveillance video system recording his every action.

11 14. Once comfortable that he would not be observed, Mr. Fenwick proceeded
12 over the next 30 minutes to *fondle, paw, kiss, molest* and *disrobe* the unconscious Jane Doe,
13 eventually *removing* her underwear in order *to orally perform* sex acts upon her and to
14 *penetrate* her intimate orifices. Mr. Fenwick took several breaks during the encounter to
15 surveil the interior of the house once again for others present, next took several cell phone
16 pictures of himself with the unconscious Jane Doe, and then resumed his sexual assault.

17 15. Upon completing his sexual assault upon Jane Doe, Mr. Fenwick left her
18 naked in her bed, picked up Jane Doe's cell phone **Lyft app** so that he could issue a **\$20 tip**
19 to himself for the Lyft ride and then departed Jane Doe’s home for his next pick-up.

20 16. Jane Doe 2 in Los Angeles in 2019 and Jane Doe 3 in San Diego in 2017
21 were utilizing Lyft’s advertised *tipsy taxi* service home... when they were each sexually
22 assaulted by their Lyft driver.

23 17. A recent California Supreme Court case, **Dynamex Operations W., Inc. v.**
24 **Superior Court**, articulated a new test for determining whether a worker is an employee or
25 independent contractor. Under the new test, not only is the burden on the hiring entity to
26 establish that the worker is an independent contractor, but the hiring entity must
27 affirmatively establish all of the following three factors [called the “ABC test”] to negate a
28 worker's status as an employee: (A) that the worker is free from control and direction of the

1 hiring entity in connection with the performance of the work, both under the contract for the
2 performance of the work and in fact; **(B)** that the worker performs work that is outside the
3 usual course of the hiring entity's business; and **(C)** that the worker is customarily engaged in
4 an independently established trade, occupation, or business of the same nature as the work
5 performed. **Dynamex Operations W., Inc. v. Superior Court** (2018) 4 Cal. 5th 903, 956-
6 57. Lyft will be unable to satisfy this “ABC” test and will be unable to rebut the presumption
7 that Lyft drivers are employees.

8 18. Lyft is subject to a heightened standard of care as a common carrier.

9 19. “Everyone who offers to the public to carry persons... is a common carrier of
10 whatever he thus offers to carry. Hence, a common carrier within the meaning of Civil Code
11 section 2168 is any entity which holds itself out to the public generally and indifferently to
12 transport goods or persons from place to place for profit.”

13 20. Lyft has offered to carry and transport members of the general public. Lyft
14 has also held itself out to the public generally to provide such services for profit.

15 21. Lyft is available to the general public through its mobile application and
16 provides transportation to the general public.

17 22. Lyft reportedly reached 375.5 million rides in 2017 more than 1 million
18 rides per day.

19 23. Lyft claims that it has the largest coverage area of any rideshare service in the
20 USA, covering more than 94% of the country.

21 24. Recently, in **Doe v. Uber Technologies, Inc.**, in denying Uber's motion to
22 dismiss, the court rejected Uber's argument that it is not a common carrier, but, merely a
23 “broker” of transportation services. In reaching its decision, the court found that:

24 a. Uber's services are available to the general public and that Uber charges
25 customers standardized fees for car rides; and

26 b. Uber “offers to the public to carry persons,” thereby bringing it within
27 California's definition of common carrier for tort purposes.

28 25. As Lyft and Uber provide nearly identical services and share a very similar

1 business model, California courts will likely regard Lyft as a common carrier. As a common
2 carrier, Lyft owed Ms. Doe a heightened duty of care, and is vicariously liable for both its
3 driver's intentional and negligent torts, regardless of whether such acts were committed
4 within the scope of employment.

5 26. Moreover, California recognizes the Nondelegable Duties Doctrine which
6 prevents a party from absolving itself from liability for failing to protect the safety of others
7 by contracting it away and imputes liability to the hirer of an independent contractor when
8 the work delegated involves an unreasonable risk of harm and can lawfully be performed
9 only under a license or franchise granted by public authority.

10
11 **2.**

12 **CLAIMS FOR RELIEF**

13
14 **FIRST CAUSE of ACTION**

15 **(NEGLIGENT SUPERVISION and RETENTION - against LYFT)**

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17 27. Ms. Doe alleges and reasserts the preceding paragraphs as if fully set forth
18 herein.

19 28. Lyft owed Ms. Doe and the general public a duty of reasonable care in the
20 supervision and retention of its drivers.

21 29. Lyft breached that duty of care in the supervision of and/or retention of its
22 drivers. At all relevant times, there was an employment and/or agency relationship between
23 Lyft and the Lyft Driver. Lyft knew or should have known through proper and thorough
24 interview, intake, review of rider feedback and other indicators that the Lyft Driver was unfit
25 and incompetent and that this unfitness and incompetence to perform the work for which
26 they were hired created a risk to Lyft passengers. Lyft knew or should have known that the
27 Lyft Driver could not be trusted to act properly without being closely supervised. The Lyft
28 Driver's unfitness and incompetence created a nondelegable duty owed by Lyft and created a

1 particular risk to Ms. Doe, in fact, harming Ms. Doe.

2 30. Lyft's negligence in supervising and retaining the Lyft Driver was a
3 substantial factor, if not the sole proximate cause, in causing Ms. Doe's harm including
4 general and special damages.

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6 **SECOND CAUSE of ACTION**
7 **(TRESPASS - against ALL DEFENDANTS)**
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9 31. Ms. Doe alleges and reasserts all the preceding paragraphs as if fully set forth
10 herein.

11 32. During the course and scope of employment, the Lyft Driver intentionally
12 trespassed upon and within Ms. Doe's residence and / or personal space.

13 33. The Lyft Driver's conduct was a substantial factor in causing Ms. Doe harm,
14 including general and special damages.

15 34. The Lyft Driver committed his tortious and wrongful acts in the course and
16 scope of his employment with Lyft and as an employee and/or agent of Lyft. Therefore, Lyft
17 is liable for the Lyft Driver's trespass and responsible for damages caused by said conduct
18 under the principles of vicarious liability, including the doctrine of *respondeat superior*.

19
20 **THIRD CAUSE of ACTION**
21 **(FRAUD - against LYFT)**
22

23 35. Ms. Doe alleges and reasserts all of the preceding paragraphs as if fully set
24 forth herein.

25 36. Lyft intentionally and falsely represented to Ms. Doe that its rides were safe;
26 its drivers were properly screened and that its screening process was superior to that utilized
27 by competing cab companies. These material representations were knowingly false when
28 made and were reasonably relied on by Ms. Doe.

1 37. Lyft particularly markets itself as a safer transportation alternative for
2 women. Lyft's marketing contains numerous pictures of smiling women entering and exiting
3 vehicles, who are meant to appear "*safe*."

4 38. The safe and stylish image Lyft aggressively cultivates suggests to its
5 customers that riding with Lyft is safer than doing the same with a traditional taxi. By
6 marketing heavily to young women, while claiming that rider safety is its top priority, Lyft is
7 actually putting its female customers at grave risk.

8 39. Lyft knew that its representations and promises about rider safety were false
9 and misleading yet continued to allow its riders to believe in the truth of its representations
10 and promises, and to profit from its riders' reliance on such representations and promises.

11 40. Lyft represented to Ms. Doe that "*[w]e designed safety into every part of*
12 *Lyft, providing everyone in the car ultimate peace of mind.*"

13 41. Lyft knew that its security screening was deficient, that its background checks
14 were below industry standards, and that its drivers were not trained or supervised, instructed
15 on sexual harassment and abuse standards, or provided with any sexual harassment
16 prevention training. Lyft knew that numerous women had been sexually assaulted and
17 harassed by Lyft drivers and knew it had done nothing to prevent the assaults and
18 harassment.

19 42. Lyft knew these representations to the public, and Ms. Doe, were false and
20 misleading, or at the very least, made these representations recklessly and without regard for
21 their truth.

22 43. Lyft intended that customers like Ms. Doe would rely on these false and
23 misleading representations and promises to choose Lyft as their ride service.

24 44. Lyft's intentional and false representations and promises caused Ms. Doe
25 harm, including general and special damages.

26 45. Ms. Doe reasonably relied on Lyft's false and misleading misrepresentations
27 in riding with Mr. Fenwick.

28 46. Ms. Doe's reliance on Lyft's false misrepresentations was a substantial factor

1 in causing her harm. Lyft failed to provide Ms. Doe with a safe ride. If Ms. Doe had known
2 the true facts or knew what Lyft had concealed about its deficient service, its failed security
3 screening, and its untrained drivers, she would not have accepted a ride with Mr. Fenwick.

4 47. Lyft's intentional misrepresentations to increase its profits constitutes fraud,
5 oppression and/or malice, and was in conscious disregard of the rights and safety of others,
6 including Ms. Doe, such as to warrant the imposition of punitive damages pursuant to Civil
7 Code section 3294.

8
9 **FOURTH CAUSE of ACTION**

10 **(INTENTIONAL MISREPRESENTATION - against LYFT)**

11
12 48. Plaintiff alleges and reasserts all of the preceding paragraphs as if fully set
13 forth herein.

14 49. Lyft falsely represented to Ms. Doe that its rides were safe ("*[w]e designed*
15 *safety into every party of Lyft... providing everyone in the car ultimate peace of mind*"),
16 that its drivers were properly screened and that its screening process was superior to that
17 utilized by competing cab companies. These representations were false and relied on by Ms.
18 Doe.

19 50. Lyft knew that these representations were false when made, or alternatively
20 Lyft knew the representations were recklessly made without regard for their truth.

21 51. Lyft intended that riders, including Ms. Doe, rely on its representations in
22 choosing Lyft over other transportation services and options.

23 52. Ms. Doe reasonably relied on Lyft's misrepresentations in riding with Mr.
24 Fenwick.

25 53. Lyft's false representations and promises harmed Ms. Doe, including general
26 and special damages.

27 54. Ms. Doe's reliance on Lyft's misrepresentations was a substantial factor in
28 causing her harm. If Ms. Doe had known the facts Lyft concealed about its service, its

1 security screening, and its drivers, she would not have accepted a ride with Mr. Fenwick.

2 **FIFTH CAUSE of ACTION**

3 **(NEGLIGENT MISREPRESENTATION - against LYFT)**

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

6 56. Lyft falsely represented to Ms. Doe that its rides were safe (“*[w]e designed*
7 *safety into every party of Lyft... providing everyone in the car ultimate peace of mind*”),
8 that its employed drivers were properly screened and that its screening process was superior
9 to that utilized by competing cab companies. These representations were false and relied on
10 by Ms. Doe.

11 57. Lyft had no reasonable basis for making those false representations to Ms.
12 Doe regarding safety and reliability of its service.

13 58. Even if Lyft may have believed that its representations were true, Lyft had no
14 reasonable grounds for believing the representation were true when they were made.

15 59. Nevertheless, Lyft intended that customers, including Ms. Doe, rely on its
16 representations in choosing Lyft over other transportation services and options.

17 60. Ms. Doe reasonably relied on Lyft's misrepresentations in riding with Mr.
18 Fenwick.

19 61. Lyft's false representations and promises caused Ms. Doe harm, including
20 general and special damages exceeding the minimum jurisdictional limit of this court.

21 62. Ms. Doe's reliance on Lyft's misrepresentations was a substantial factor in
22 causing her harm. If Ms. Doe had known the facts Lyft concealed about its service, its
23 security screening, and its drivers, she would not have accepted a ride with Mr. Fenwick.

24
25 **SIXTH CAUSE of ACTION**

26 **(ASSAULT - against ALL DEFENDANTS)**

27 63. Ms. Doe alleges and reasserts all of the preceding paragraphs as if fully set
28 forth herein.

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NINTH CAUSE of ACTION
(VIOLATION of CAL. CIV. CODE § 52.1 [BANE ACT] - against ALL
DEFENDANTS)

82. Ms. Doe alleges and reasserts all of the preceding paragraphs as if fully set forth herein.

83. Defendants interfered with or attempted to interfere with Ms. Doe's clearly established rights under United States and California law, including but not limited to Ms. Doe's right of protection from bodily restraint or harm and personal insult (Civil Code § 43), by threats, intimidation, and coercion.

84. During the course and scope of employment, the Lyft Driver intimidated Ms. Doe with threats of violence because Ms. Doe is a female and one who had been drinking.

85. Ms. Doe reasonably believed that if she exercised her rights guaranteed by the United States and California law, the Lyft Driver would commit violence against her. Mr. Fenwick injured Ms. Doe to prevent her from exercising her rights.

86. As a direct and proximate result of the Lyft Driver's actions, as herein alleged, Ms. Doe was harmed and has suffered and continues to suffer special and general damages and extreme physical and emotional distress, humiliation, mental and physical pain, and other damages in an amount to be proven at trial. The Lyft Driver's conduct was a substantial factor in causing Ms. Doe's harm. Lyft is also liable for the Lyft Driver's conduct and responsible for damages caused by said conduct under principles of vicarious liability, including the doctrine of *respondeat superior*.

87. As a further direct and proximate result of Defendants' actions, as herein alleged, Ms. Doe has incurred, and continues to incur, legal fees, costs, and other expenses in the prosecution of this matter.

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TENTH CAUSE of ACTION
(INTENTIONAL INFLICTION of EMOTIONAL DISTRESS - against ALL
DEFENDANTS)

88. Ms. Doe alleges and reasserts all of the preceding paragraphs as if fully set forth herein.

89. Lyft's employee, the Lyft Driver, incidental to and while carrying out his job duties during the scope of his employment with Lyft, sexually assaulted and falsely imprisoned Ms. Doe. The Lyft Driver abused a position of physical and apparent authority, where he had Ms. Doe at his mercy in her own bedroom in her house.

90. The Lyft Driver's conduct toward Ms. Doe during the course and scope of employment was so extreme and outrageous as to exceed the bounds of decency in a civilized society.

91. The Lyft Driver knew his conduct was likely to result in harm and mental distress.

92. The Lyft Driver intended to and did intentionally or recklessly cause Ms. Doe to suffer severe emotional distress.

93. As a direct and proximate result of the aforementioned conduct, Ms. Doe has sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety, humiliation, and severe emotional distress.

94. The Lyft Driver's conduct was a substantial factor in causing Ms. Doe's harm. Lyft is also liable for the torts committed against Ms. Doe and responsible for damages caused by said conduct under principles of vicarious liability, including the doctrine of *respondeat superior*.

95. The above referenced acts of the Lyft Driver were authorized or ratified by officers or managing agents of Lyft, and were done intentionally and with malice and, therefore, entitle Ms. Doe to an award of punitive damages.

96. The Lyft Driver's conduct constituted fraud, oppression and/or malice, and

1 was in conscious disregard of the rights and safety of Ms. Doe, such as to warrant the
2 imposition of punitive damages pursuant to California Civil Code § 3294.

3
4 **ELEVENTH CAUSE of ACTION**
5 **(NEGLIGENCE - against LYFT)**
6

7 97. Ms. Doe alleges and reasserts all of the preceding paragraphs as if fully set
8 forth herein.

9 98. Lyft is a common carrier who must carry passengers safely. As a common
10 carrier, Lyft must use the highest care and vigilance of a very cautious person.

11 99. As a common carrier, Lyft is responsible for any, even the slightest,
12 negligence and is required to do all that due care, vigilance, and foresight reasonably can
13 provide under all the circumstances.

14 100. Lyft breached its duty of care in its actions towards Ms. Doe by failing to
15 implement adequate safety measures to protect passenger safety while its passengers used
16 Lyft ride services. At all relevant times to this Complaint, there were additional safety
17 measures available to Lyft, including, but not limited to, monitoring Lyft's GPS tracking
18 system for an overdue stay at the destination site at night, adding a panic button to the
19 mobile application, pairing female drivers with female passengers, installing cameras in its
20 vehicles, adding a post-trip safety check feature, installing a feature to verify that its drivers
21 were the same individuals hired by Lyft, and/or cooperating with law enforcement.

22 101. Additionally, Lyft was negligent in its development, implementation, and use
23 of the Lyft mobile application in such a manner so as to lead passengers, including Ms. Doe,
24 to believe that they would remain safe throughout the ride.

25 102. As a direct and proximate result of the aforementioned conduct, Ms. Doe has
26 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
27 humiliation, and emotional distress.

28 103. As a direct and proximate result of the aforementioned, Ms. Doe has incurred

1 economic damages, including future therapy and medication expenses.

2 104. Lyft's negligence was a substantial factor in causing Ms. Doe's harm.

3
4 **TWELTH CAUSE of ACTION**

5 **(BUSINESS & PROFESSIONS CODE § 17200 et seq. against LYFT)**

6
7 105. Ms. Doe alleges and reasserts all of the preceding paragraphs as if fully set
8 forth herein.

9 106. The Unfair Competition Law [UCL] prohibits “*unfair competition*,” which is
10 broadly defined as including “*any unlawful, unfair or fraudulent business act or practice*
11 *and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1*
12 *(commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions*
13 *Code.*” Bus. & Prof. Code § 17200. The purpose of the UCL “*is to protect both consumers*
14 *and competitors by promoting fair competition in commercial markets for goods and*
15 *services.*” *Kasky v. Nike, Inc.*, 27 Cal.4th 939, 949 (2002).

16 107. Because Section 17200 is written in the disjunctive, a business act or practice
17 need only be unlawful, unfair, **or** fraudulent to be considered “*unfair competition*” prohibited
18 by the UCL. *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal.4th 163, 180
19 (1999).

20 108. Under the “*fraudulent*” prong, a business practice is prohibited if it is likely
21 to mislead or deceive a reasonable consumer or, where the business practice is aimed at a
22 particularly susceptible audience, a reasonable member of that target audience. *Lavie v.*
23 *Procter & Gamble Co.*, 105 Cal.App.4th 496, 506-07 (2003).

24 109. Under the “*unfair*” prong, “a practice may be deemed unfair even if not
25 specifically proscribed by some other law.” *Cel-Tech*, supra, 20 Cal.4th at 180.

26 110. The UCL authorizes a civil action against “[a]ny person who engages, has
27 engaged, or proposes to engage in unfair competition.” Bus. & Prof. Code § 17203.
28 “[P]erson includes “*natural persons, corporations, firms, partnerships, joint stock*

1 *companies, associations and other organizations of persons.” Id. §17201.*

2 111. The remedies for a violation of the UCL include injunctive relief and
3 restitution. Bus. & Prof. Code §§ 17203, 17204.

4 112. LYFT, INC. is a “*person*” subject to the Unfair Competition Law, pursuant to
5 Business and Professions Code § 17201.

6 113. LYFT, INC. has violated (and continues to violate) the Unfair Competition
7 Law by engaging in the following business acts and practices:

8 (a) misleading consumers (that is, rideshare users, such as Jane Doe and
9 others similarly situated) that it is safe to take a Lyft ride home late at night, as a female, in
10 an intoxicated state and that you would be delivered safe, sound and un-assaulted to your
11 home address or destination.

12 (b) failing to disclose that Lyft did not have a policy or procedure or
13 software or proactive technology to alert the Lyft safety office that a Lyft vehicle was staying
14 at the destination for an unusual, inordinate and/or excessive amount of time after the arrival
15 at the destination reasonably creating a concern or, at least a reasonable suspicion, of
16 mischief or misfeasance or malfeasance (to wit, trouble) in progress.

17

18

PRAYER FOR RELIEF

19

20 Wherefore, Plaintiffs, Jane Doe 1, Jane Doe 2, Jane Doe 3, individually, and as a
21 member of a representative Class Action lawsuit, prays judgment against Defendant, LYFT,
22 INC. and each Lyft Driver, including Jason Lamont Fenwick, and each of them, and John
23 Does 1 through 100, as follows:

24

(1) For economic damages according to proof at trial;

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(2) For pre-judgment and post-judgment interest

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according to law;

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(3) For costs of suit and attorneys' fees to the fullest

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extent permitted by law;

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(4) For statutory fines as permitted by law;

(5) Entry of declaratory judgment, stating that Lyft's practices, policies and procedures subjected Ms. Doe to false imprisonment, sexual assault and sexual harassment;

(6) Enjoining Lyft from implementing or enforcing any policy, procedure, or practice that denies female customers the full and equal enjoyment of Lyft's services, and specifically enjoin Lyft to:

a. develop, implement, promulgate, and comply with a policy providing for the training of each and every driver/employee in the civil rights of customers, including but not limited to the areas of gender discrimination, sexual assault and sexual harassment;

b. develop, implement, promulgate and comply with a policy providing for reporting and investigation of complaints regarding civil rights abuses, including but not limited to issues of gender discrimination, sexual assault and sexual harassment;

c. develop, implement, promulgate and comply with a policy providing for disciplinary measures to be imposed upon any driver/employee found responsible for civil rights abuses, including but not limited to gender discrimination, sexual assault and sexual harassment;

d. develop, implement, promulgate and comply with a policy providing for mandatory fingerprinting testing to be included in the mobile application of any driver/employee applicant;

e. develop, implement, promulgate, and

1 comply with a policy providing for the safety of its customers,
2 including, but not limited to:

- 3 i. mandatory cameras inside each Lyft vehicle;
4 ii. installation of a mobile application feature
5 permitting female customers to specifically select female drivers;
6 iii. installation of a "panic button" on the
7 mobile application which would immediately alert both Lyft and
8 local law enforcement of any unlawful behavior or conduct by its
9 employees/drivers;
10 iv. creation of software that alerts LYFT's
11 safety monitoring office of excessive time spent by the Lyft vehicle
12 at the destination site; and
13 v. creating of software that alerts LYFT's
14 safety monitoring office of deviations from the route to the
15 destination site.

16 (7) For punitive and exemplary damages, as may be
17 applicable; and,

18 (8) For such other and further relief as the Court may
19 deem proper.

20
21 **DEMAND FOR JURY TRIAL**

22 Ms. Doe hereby demands a trial by jury.

23 **DATED: July 24, 2019**

JAMES MCKIERNAN LAWYERS

24
25
26 By:



JAMES MCKIERNAN, ESQ.
Attorney for Plaintiffs,
Jane Doe 1, Jane Doe 2, Jane Doe 3,
individually and on behalf of all others
similarly situated