

PARTIES

3. Plaintiff, CLAYTON EDWARDS, is a Texas resident.
4. Plaintiff, RICK EDWARDS, individually and as administrator for the Estate of Irene and Kate Edwards, is a Texas resident.
5. Plaintiff, David Foy, is a California resident.
6. Defendant, LYFT, Inc. (hereafter "LYFT"), is a Foreign-For-Profit Corporation authorized to do business in the State of Texas that may be served through their registered agent, Incorporating Services, Ltd., 3610-2 N. Josey, Suite 223, Carrollton, Texas 75007.
7. Defendant, YORK RISK SERVICES GROUP, INC. ("YORK") is a Foreign-For-Profit Corporation authorized to do business in the State of Texas that may be served through their registered agent, Corporation Service Company, 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

JURISDICTION & VENUE

8. This Court has jurisdiction over the subject matter of this action and the parties hereto because the collision occurred in Williamson County, Texas.

FACTS

9. On October 10, 2015, Plaintiffs Rick Edwards, David Foy and Irene Edwards, and Kate Edwards hired Kevin Eldredge, a ride share driver to transport them as a professional driver. During the fare, Kevin Eldredge collided with another vehicle driven by Jason Lemmond. The collision killed Irene and Kate Edwards and severely injured Rick Edwards and David Foy. Jason Lemmond was an underinsured driver.

10. At the time of the collision, Kevin Eldredge was driving professionally for both Defendant LYFT and UBER (another rideshare company). Immediately before the collision,

driver Kevin Eldredge was using his cell phone to access his LYFT application securing new passengers for his next ride. Kevin Eldredge told Rick Edwards and David Foy during the fare that he would access his LYFT application to set up his next customer before his UBER customer was dropped off and vice versa. Kevin Eldredge explained that he did this because it would allow him to immediately have another customer lined up and eliminate the down time between customers.

11. When this collision occurred, Kevin Eldredge was looking at his cell phone and his LYFT application immediately before and during the crash that tragically killed Irene and Kate Edwards. At the time of this accident, the LYFT application would allow their drivers to access the LYFT cellular application while simultaneously using other rideshare applications on their cell phone.

12. At the time of this collision, Kevin Eldredge was covered by a standard Texas automobile policy, which included common law benefits for injuries proximately caused by an underinsured driver as that term is defined in the policy. Defendant YORK RISK SERVICES GROUP, INC insured defendant LYFT and their driver/employee Kevin Eldredge.

ACTION FOR BENEFITS UNDER THE POLICY

13. Plaintiffs have complied with all conditions precedent to bringing an action for benefits under the policy issued by Defendant YORK, yet Defendant YORK has failed to make any reasonable effort to resolve his claim. In support of this action, Plaintiff would show that the underinsured driver described above was negligent and that his negligence was a proximate cause of Plaintiff's damages.

INSURANCE CODE VIOLATIONS

14. In violation of Chapter 541 of the Texas Insurance Code, Defendant YORK has knowingly and intentionally engaged in unfair settlement practices with respect to this claim including, but not limited to, failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which the insurer's liability has become reasonably clear; and refusing to pay a claim without conducting a reasonable investigation with respect to the claim.

Vicarious Liability – Respondent Superior

15. Plaintiffs fully adopt and incorporate all of the allegations contained in paragraphs 1 through 13 herein. All conditions precedent have been met or have occurred. The acts of Kevin Eldredge were performed as an employee of LYFT and were within the scope of that employment or within the authority delegated to the employee. Kevin Eldredge was driving a vehicle under the control of LYFT and while in the course and scope of his employment with LYFT he recklessly and negligently crashed the vehicle Plaintiffs were riding in. As a result, Plaintiffs suffered personal injury damages.

Negligent Hiring, Training, Retention & Supervision

By Defendant LYFT

16. Defendant LYFT had a legal duty to hire, train, supervise, and retain competent employees. LYFT failed to properly train or supervise its drivers. LYFT knew or should have known that the use of its app could cause distracted driving and failed to properly train in drivers in the uses of its application or supervise the drivers in the use of the application. Further, LYFT's breach of its duty to hire, train, supervise, and retain its employed drivers proximately

caused injury to Plaintiffs.

PRODUCTS LIABILITY

17. Plaintiffs would show that the LYFT cellular application was designed or otherwise placed into the stream of commerce by LYFT. The cellular application in this case was defective because it allowed LYFT drivers to access their cellular application while simultaneously using another rideshare application. Plaintiffs would show that LYFT was aware of this foreseeable risk of harm and persisted in designing these defective cellular applications in light of this known risk. Plaintiffs would show that LYFT is liable in strict and/or negligence for the defective design of the defective cellular application involved in this case. Plaintiffs would further show that LYFT was well aware of feasible and reasonable alternative designs to prevent LYFT drivers from accessing their LYFT cellular applications while simultaneously using another rideshare application and that such alternative designs were affordable and would have prevented the very injuries and damages complained of in this litigation. Therefore, Plaintiffs sue LYFT under products liability law, and further complain that LYFT's conduct was undertaken with legal malice such that punitive and/or exemplary damages should be awarded.

Plaintiffs claim that LYFT is strictly liable for the design relating to the cellular application, its uses, and the resulting injuries, deaths and damages complained of herein.

Additionally, and alternatively, Plaintiffs allege that LYFT is negligent in causing and/or contributing to the complained of damages, injuries, and deaths in the suit, for which Plaintiffs seek recovery of damages herein.

Finally, Plaintiffs contend LYFT had become aware of this dangerous condition and design of its cellular application and failed to warn the public and their professional drivers of the dangerous condition related to the ability to simultaneously use the LYFT cellular application

while also using another rideshare application and the dangers it presented to the community as a whole. In fact, LYFT and other ride share companies promoted and encouraged the use of their app prior to drivers closing out another ride share app to get a head start on securing their next ride.

DAMAGES

18. Defendant LYFT's negligence proximately caused injury to Plaintiffs, which resulted in the following damages:

- a. Medical, hospital, and pharmaceutical charges and expenses in the past;
- b. Medical, hospital, and pharmaceutical charges and expenses that, in reasonable medical probability, will be incurred in the future;
- c. Pain and suffering in the past;
- d. Pain and suffering that, in reasonable probability, will be suffered in the future;
- e. Lost wages suffered in the past;
- f. Lost wages suffered in the future;
- g. Mental anguish suffered in the past;
- h. Mental anguish that, in reasonable probability, will be suffered in the future;
- i. Disability and impairment in the past;
- j. Disability and impairment that, in reasonable probability, will occur in the future;
- k. Disfigurement in the past;
- l. Disfigurement that, in reasonable probability, will be suffered in the future;

and

m. Wrongful Death

JURY TRIAL

19. Plaintiff demands a Jury trial. The appropriate fee has been tendered to the Court.

REQUEST FOR DISCLOSURE

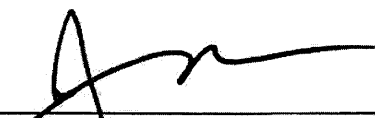
20. Pursuant to Rule 194, Defendant is requested to disclose, within 50 days of service of this request, the information or material described in Rule 194.2.

PRAYER FOR RELIEF

21. For these reasons, Plaintiffs ask that the Court issue citation for Defendant to appear and answer, and that Plaintiffs be awarded a judgment against Defendant for the following:

- a. Judgment against Defendant in a sum in excess of the minimum jurisdictional limits of the Court for Plaintiff's damages;
- b. Pre-judgment interest;
- c. Post-judgment interest;
- d. Costs of court;
- e. All statutory "additional" damages; and
- f. All such other relief, at law or in equity, to which Plaintiff may show to be entitled.

Respectfully submitted,



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