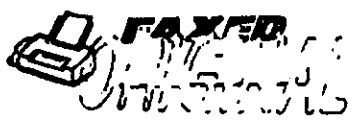


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VENTURA SUPERIOR COURT

AUG 21 2017

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF VENTURA**

10 KATHERINE CONNER,

) Case No.

11)
12) Plaintiff,

)
13) **COMPLAINT FOR:**

14 vs.

- 14) (1) ASSAULT;
15) (2) BATTERY;
16) (3) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;
17) (4) FALSE IMPRISONMENT;
18) (5) NEGLIGENCE;
19) (6) NEGLIGENCE;
20) (7) GROSS NEGLIGENCE;
21) (8) GROSS NEGLIGENCE; AND
22) (9) DECLARATORY RELIEF

15 UBER TECHNOLOGIES, INC., a Delaware
corporation; RASIER, LLC, a Delaware limited
16 liability company; RASIER-CA, LLC, a
Delaware limited liability company; DOE 1
(driver of Uber vehicle); and DOES 2-50,
17 inclusive,

18 Defendants.
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23 Plaintiff KATHERINE CONNER ("Plaintiff" or "Conner") hereby alleges and avers as follows:

24 1. Plaintiff is, and at all times relevant herein was, an individual residing in the City and
25 County of Ventura, State of California.

26 2. Plaintiff is informed and believes, and thereon alleges, that, at all times relevant herein:
27 (a) defendant UBER TECHNOLOGIES, INC. ("Uber") is and was a Delaware corporation, registered
28 in California as a foreign stock corporation; defendant RASIER, LLC ("Rasier") is and was Delaware

1 limited liability company, registered in California as a foreign company; and RASIER-CA, LLC
2 ("Rasier-CA") is and was a Delaware limited liability company, registered in California as a foreign
3 company (Uber, Rasier and Rasier-CA are hereinafter sometimes collectively referred to as the "Uber
4 Defendants"); (b) the Uber Defendants, and each of them, have their headquarters and/or principal place
5 of business in the City and County of San Francisco, California; (c) the Uber Defendants do business,
6 generally and pervasively, throughout the State of California and, specifically and pervasively,
7 throughout the City and County of Ventura and are subject to general jurisdiction within the State of
8 California and the County of Ventura; (d) in any event, the events and incidents alleged herein and the
9 acts and omissions of the Uber Defendants, and each of them, as alleged herein, in whole or in part, took
10 place within and/or had foreseeable impacts within the State of California and the City and County of
11 Ventura and/or the minimum contacts of the Uber Defendants, and each of them, are sufficient to
12 subject them to the jurisdiction of this Court with regard to this suit, given that this suit arises out of
13 said minimum contacts; (e) DOE 1, an individual whose actual name is unknown to Plaintiff (but whose
14 first name is believed to be Ronnie but neither Uber nor its insurance carrier will provide Plaintiff with
15 his last name) but who was the driver of the Uber vehicle and who is hereinafter referred to as "Driver
16 Defendant" is, and at all relevant times was, an individual residing in the State of California, County
17 of Ventura and/or engaged in the acts and omissions alleged herein within said state and county (and
18 the City of Ventura) and the Driver Defendant was an employee, independent contractor and/or agent
19 of the Uber Defendants, and each of them, with regard to such acts and omissions. Based on the
20 foregoing, jurisdiction and venue is in this Court. This action is subject to the venue and jurisdiction
21 provisions of Section 1812.10 of the California *Civil Code* and/or Section 395(a) of the California *Code*
22 *of Civil Procedure*.

23 3. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
24 associate, or otherwise of defendants named herein as DOES 1 through 50, and therefore sues such
25 defendants by such fictitious names. Plaintiff will ask leave of Court to amend this complaint to allege
26 their true names and capacities and the precise nature of the relationship to defendants when the same
27 have been ascertained. Plaintiff is further informed and believes and thereupon alleges that each of the
28 defendants (named and fictitious) acted as agents or representatives of the other in doing the acts alleged

1 herein and acted within the course of their authority or as ratified or approved by their principals.
2 Plaintiff is informed and believes and thereon alleges that each of such fictitiously named defendants
3 is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein
4 alleged were proximately caused by such defendants.

5 4. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times
6 herein, there existed, and now exists, a unity of interest and ownership among Defendants such that any
7 individuality and separateness between the Defendants has ceased, and each of the Defendants is the
8 alter ego of the other Defendants as further alleged below. Plaintiff is informed and believes, and based
9 thereon alleges, that at all relevant times herein, for purposes of the causes of action set forth in herein,
10 Defendants are, and at all relevant times herein mentioned were, the mere alter ego, instrumentality and
11 conduit through which the other Defendants committed the acts and omissions alleged herein, thereby
12 exercising complete control and dominance over one another to such an extent that any individuality
13 or separateness of the Defendants at all times herein mentioned did not exist. Adherence to the fiction
14 of any separate existence of the Defendants, as entities distinct from one another, would permit an abuse
15 of the corporate/company privilege, promote injustice and/or sanction a fraud, and as such, the
16 Defendants are jointly and severally liable to Plaintiff for the damages, acts, omissions and harm
17 complained of herein.

18 5. Plaintiff is further informed and believes, and thereon alleges, that each of the
19 Defendants named above at all relevant times, is and was the agent, servant, employee, representative,
20 co-conspirator, principal and/or alter ego of the other, and in such capacity or capacities has participated
21 in the conduct alleged in this Complaint and is and was acting within the scope and in furtherance of
22 each of their respective agencies, servitudes, employment, conspiracies and/or authorities and in such
23 capacity or capacities have participated in the acts, conduct or omissions alleged in this Complaint, or
24 in some manner are responsible indirectly or directly for the injuries and damages suffered by Plaintiffs.

25 **FACTS COMMON TO ALL CAUSES OF ACTION**

26 6. Within the year last past, the Uber Defendants, and each of them, for a fee and
27 consideration, arranged for the Driver Defendant, in an automobile (the "subject vehicle"), to pick up
28 Plaintiff Conner at a location in the City and County of Ventura and give her a ride to another location

1 in the City and County of Ventura, near the intersection of Victoria Avenue and Moon. Plaintiff Conner
2 was familiar with the most direct and standard routes for driving from the location where she was
3 picked up by the Driver Defendant to the location where she wanted to go (the "Destination").

4 7. When the Driver Defendant picked up Plaintiff Conner, she told him that she wanted to
5 go to the Destination. But, the Driver Defendant started heading in the wrong direction. When Plaintiff
6 Conner told the Driver Defendant, in essence, that he was not heading in the right way to the
7 Destination, the Driver Defendant said, in essence, that he was taking a shortcut. When the Driver
8 Defendant did not turn down the correct street, Plaintiff Conner told the Driver Defendant that she
9 wanted to get out of the car. At that point, the Driver Defendant became agitated and started driving
10 fast, causing Plaintiff Conner to fear that the Driver Defendant intended to take her somewhere other
11 than the Destination and do her harm. Plaintiff Conner then started screaming at the Driver Defendant,
12 in essence, that he pull over and let her get out of the subject vehicle. The Driver Defendant ignored
13 Plaintiff Connor's pleas to be allowed to exit the subject vehicle and, in fact, increased its speed in
14 response and began shoving, pushing and assaulting and battering Plaintiff Conner. This caused
15 Plaintiff Conner to fear even more for her safety and her life, reasonably believing that the Driver
16 Defendant might be taking her somewhere to harm her. After that, as the Driver Defendant was making
17 a turn, and while the vehicle was still moving, the Driver Defendant reached over, opened the
18 passenger-side door, forcibly pushed Plaintiff Conner out of the subject vehicle and drove away.

19 8. As a direct and proximate result of being pushed out of the subject vehicle and the other
20 acts and omissions of the Defendants, and each of them, as alleged herein, Plaintiff Conner was
21 proximately caused personal injuries and other damage and injuries, as alleged herein and according
22 to proof, and was proximately caused, among other things, to go to a hospital emergency room for
23 treatment, to seek psychological treatment and to take medications for anxiety and psychological
24 trauma. The foregoing series of events are hereinafter sometimes collectively referred to as the
25 "Incident" and the acts and omissions of the Driver Defendant, and each of them, as alleged above and
26 below are sometimes hereinafter collectively referred to as the "Violent Acts."

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1 **FIRST CAUSE OF ACTION**

2 **(For Assault)**

3 **(As Against the Driver Defendant (Doe 1) And Does 2 through 50)**

4 9. Plaintiff Conner hereby incorporates by this reference paragraphs 1 through 8, inclusive,
5 as though fully set forth herein.

6 10. By virtue of the foregoing, with regard to the Incident and the Violent Acts alleged
7 herein, the Driver Defendant: (a) acted, intending to cause harmful and/or offensive contact; (b)
8 threatened to touch Plaintiff Conner in a harmful and/or offensive manner; and/or (c) intended to cause
9 Plaintiff Conner to suffer apprehension of an immediate, harmful and/or offensive contact.

10 11. It reasonably appeared to Plaintiff Conner and/or she reasonably believed that: (a) the
11 Driver Defendant was about to carry out said threat(s); and (b) she was about to be touched in a harmful
12 and/or offensive manner.

13 12. Plaintiff Conner did not consent to the Driver Defendant's conduct, threats or actions.

14 13. As a direct and proximate result of the same, Plaintiff Conner suffered injuries and/or
15 emotional distress and, as a result of the same, has proximately incurred damages, as alleged herein and
16 according to proof.

17 14. As alleged herein, the Driver Defendant acted in a manner that was outrageous,
18 oppressive and/or malicious and, in addition to other damages, Plaintiff Conner is entitled to exemplary
19 and punitive damages to make an example of and to punish said Driver Defendant, in an amount
20 according to proof.

21 **SECOND CAUSE OF ACTION**

22 **(For Battery)**

23 **(As Against the Driver Defendant (Doe 1) And Does 2 through 50)**

24 15. Plaintiff Conner hereby incorporates by this reference paragraphs 1 through 14, inclusive,
25 as though fully set forth herein.

26 16. The Driver Defendant touched, hit, pushed and/or shoved Plaintiff Conner with the intent
27 to harm her and/or to cause harmful and/or offensive contact with her.

28 17. Plaintiff Conner did not consent to the Violent Acts.

1 and punitive damages to make an example of and to punish said Defendant, in an amount according to
2 proof.

3 **FOURTH CAUSE OF ACTION**

4 **(For False Imprisonment)**

5 **(As Against the Driver Defendant (Doe 1) And Does 2 through 50)**

6 27. Plaintiff Conner hereby incorporates by this reference paragraphs 1 through 26, inclusive,
7 as though fully set forth herein.

8 28. By virtue of the foregoing, the Driver Defendant intentionally confined Plaintiff Conner
9 in the subject vehicle, for an appreciable period of time, without her consent and without lawful
10 privilege. Said confinement was effectuated by means of threat of force, physical force, unreasonable
11 duress and/or by virtue of the inherent physical barriers of the subject vehicle while the Driver
12 Defendant caused the subject vehicle to travel at a rate of speed that was fast enough that it was not
13 reasonable for Plaintiff Conner to exit the vehicle without risking injury and/or fast enough that it was
14 reasonable for Plaintiff Conner to believe that she would sustain injury if she exited the vehicle. In
15 addition and/or in the alternative, given the assault and/or battery that the Driver Defendant visited upon
16 Plaintiff Conner inside the subject vehicle, before he shoved her out of said vehicle and the fact that,
17 among other things, the Driver Defendant ignored Plaintiff Conner's pleas to let her get out of the
18 subject vehicle and increased its speed in response to those pleas, it was reasonable for Plaintiff to have
19 the apprehension that the Driver Defendant would become even more violent and hurt her even more
20 if she tried to exit the subject vehicle.

21 29. As an actual, proximate and/or direct result of the foregoing, Plaintiff Conner has
22 suffered injuries and incurred damages, according to proof.

23 30. By virtue of the foregoing, the Driver Defendant acted in a manner that was outrageous,
24 oppressive and/or malicious and, in addition to other damages, Plaintiff Conner is entitled to exemplary
25 and punitive damages to make an example of and to punish said Defendant, in an amount according to
26 proof.

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1 **FIFTH CAUSE OF ACTION**

2 (For Negligence)

3 (As Against The Driver Defendant (Doe 1) And Does 2 through 50)

4 31. Plaintiff hereby incorporates by this reference paragraphs 1 through 30, inclusive, as
5 though fully set forth herein.

6 32. In addition and/or in the alternative, the Driver Defendant Dennis knew or should have
7 known that the Violent Acts and other acts and omissions alleged herein and/or proven at trial would
8 cause injury and damage to Plaintiff Conner and Driver Defendant acted in a negligent manner that fell
9 below the standard of care with regard to the safety of Plaintiff Conner.

10 33. The Driver Defendant had a duty to exercise ordinary care as a driver for hire, to avoid
11 reasonably foreseeable injury to Plaintiff Conner, and knew and/or should have known, or should have
12 reasonably foreseen that, the Violent Acts and other acts and omissions alleged herein and/or proven
13 at trial (including, but not limited to, refusing to pull over and allow her to exit the subject vehicle,
14 despite her repeated demands that he do so) would cause injuries and damages to Plaintiff Conner,
15 according to proof.

16 34. At all times relevant herein, Plaintiff Conner exercised due care on her own behalf.

17 35. As a direct and proximate result of the Driver Defendant's negligence, Plaintiff Conner
18 has suffered and continues to suffer injuries and damages, according to proof.

19 **SIXTH CAUSE OF ACTION**

20 (For Negligence)

21 (As Against The Uber Defendants, and Each Of Them, And Does 2 through 50)

22 36. Plaintiff hereby incorporates by this reference paragraphs 1 through 35, inclusive, as
23 though fully set forth herein.

24 37. In addition and/or in the alternative, on information and belief, the Uber Defendants, and
25 each of them, knew and/or should have known that the Driver Defendant might commit and/or might
26 have the propensity to commit the Violent Acts and other acts and omissions alleged herein and/or
27 proven at trial and that such acts would cause injury and damage to Plaintiff Conner. In this regard, the
28 Uber Defendants, and each of them, had a duty to conduct a reasonable background investigation with

1 regard to the Driver Defendant before employing, engaging, hiring and/or authorizing him to become
2 an Uber driver. Plaintiff Conner is informed and believes, and thereon alleges, that the Uber
3 Defendants, and each of them, acted in a negligent manner that fell below the standard of care with
4 regard to the safety of Plaintiff Conner by failing to conduct such a reasonable background
5 investigation; conducting an inadequate and unreasonable background investigation and/or failing to
6 exercise due care with regard to conducting a reasonable background investigation.

7 38. Under the circumstances, the Uber Defendants, and each of them, had a duty to exercise
8 ordinary care, to avoid reasonably foreseeable injury to Plaintiff Conner, and knew and/or should have
9 known, or should have reasonably foreseen that, the Violent Acts and other acts and omissions alleged
10 herein and/or proven at trial might occur and cause injuries and damages to Plaintiff Conner if they
11 failed to exercise due care with regard to a background investigation of the Driver Defendant.

12 39. In addition and/or in the alternative, the Uber Defendants, and each of them, are liable
13 for the acts and omissions of the Driver Defendant under the doctrine of respondeat superior and/or
14 under other applicable law.

15 40. At all times relevant herein, Plaintiff Conner exercised due care on her own behalf.

16 41. As a direct and proximate result of the negligence of the Uber Defendants, and each of
17 them, Plaintiff Conner has suffered and continues to suffer injuries and damages, according to proof.

18 **SEVENTH CAUSE OF ACTION**

19 **(For Gross Negligence)**

20 **(As Against the Driver Defendant (Doe 1) and Does 2 through 50)**

21 42. Plaintiff Conner hereby incorporates by this reference paragraphs 1 through 41, inclusive,
22 as though fully set forth herein.

23 43. In addition and/or in the alternative, the Defendants, and each of them, were grossly
24 negligent with regard to the acts and omissions as alleged herein and the same: (a) constitute a want of
25 even scant care and/or an extreme departure from the ordinary standard of conduct and/or ordinary care;
26 and/or (b) demonstrate a wanton disregard for the safety of others.

27 44. As a direct and proximate result of the same, Plaintiff Conner suffered personal injuries
28 and emotional distress and, as a result of the same, has proximately incurred damages, as alleged herein

1 and according to proof.

2 45. As alleged herein, the Defendants, and each of them, acted in a manner that was
3 outrageous, oppressive and/or malicious and, in addition to other damages, Plaintiff Conner is entitled
4 to exemplary and punitive damages to make an example of and to punish the Defendants, in an amount
5 according to proof.

6 **EIGHTH CAUSE OF ACTION**

7 **(For Gross Negligence)**

8 **(As Against the Uber Defendants, and Each of Them, and Does 2 through 50)**

9 46. Plaintiff Conner hereby incorporates by this reference paragraphs 1 through 45, inclusive,
10 as though fully set forth herein.

11 47. In addition and/or in the alternative, the Defendants, and each of them, were grossly
12 negligent with regard to the acts and omissions as alleged herein and the same: (a) constitute a want of
13 even scant care and/or an extreme departure from the ordinary standard of conduct and/or ordinary care;
14 and/or (b) demonstrate a wanton disregard for the safety of others.

15 48. As a direct and proximate result of the same, Plaintiff Conner suffered personal injuries
16 and emotional distress and, as a result of the same, has proximately incurred damages, as alleged herein
17 and according to proof.

18 49. As alleged herein, the Defendants, and each of them, acted in a manner that was
19 outrageous, oppressive and/or malicious and, in addition to other damages, Plaintiff Conner is entitled
20 to exemplary and punitive damages to make an example of and to punish the Defendants, in an amount
21 according to proof.

22 **NINTH CAUSE OF ACTION**

23 **(For Declaratory Relief)**

24 **(As Against the Uber Defendants, and Each of Them, and Does 2 through 50)**

25 50. Plaintiff Conner hereby incorporates by this reference paragraphs 1 through 49, inclusive,
26 as though fully set forth herein.

27 51. In addition and/or in the alternative, a real dispute and controversy has arisen between
28 Plaintiff Conner, on the one hand, and the Uber Defendants, and each of them, on the other hand, with

1 regard to the following issues, among others: (a) whether the disclaimers and releases contained in the
2 terms and conditions to which Plaintiff Conner allegedly agreed when she signed up to use and/or used
3 the application distributed by the Uber Defendants, and each of them, are enforceable or whether, as
4 Plaintiff Conner contends, they are unenforceable, in whole or in part (as a contract of adhesion; as
5 being unconscionable; as being void against public policy; as being an unfair and/or deceptive trade
6 practice, in violation of California Business and Professions Code Section 17200 et seq.; and or as being
7 otherwise unenforceable under applicable law), insofar as and to the extent that the Uber Defendants,
8 and each of them, contend that such terms and conditions bar, release or require the dismissal of or
9 judgment in favor of the Uber Defendants, in whole or in part, with regard to the causes of actions
10 brought against them herein; (b) whether the Driver Defendant is an employee and/or agent of the Uber
11 Defendants, and each of them, rather than being an independent contractor for whose actions the Uber
12 Defendants contend they have no liability or responsibility; (c) whether the doctrine of respondeat
13 superior should apply to render the Uber Defendants, and each of them, liable, in whole or in part, for
14 the acts and omissions of the Driver Defendant, as alleged herein; (d) whether the Uber Defendants, and
15 each of them, have ratified and/or adopted the acts and/or omissions of the Driver Defendants, as
16 alleged herein, and, therefore, may be held liable for the same, in whole or in part, and/or may be
17 subject to punitive damages as prayed for herein; and/or (e) whether the Uber Defendants, or any of
18 them, had a duty to Plaintiff Conner to conduct a reasonable background investigation regarding the
19 Driver Defendant before allowing him to participate in the driving service run, offered, and/or facilitated
20 by or through the Uber Defendants.

21 52. Under applicable law, Plaintiff Conner is entitled to a judgment of this Court for
22 declaratory relief declaring and stating that, among other things: (a) to the extent that the disclaimers
23 and releases contained in the terms and conditions to which Plaintiff Conner allegedly agreed when she
24 signed up to use and/or used the application distributed by the Uber Defendants, and each of them,
25 might otherwise bar or release the causes of action brought herein, or might otherwise require judgment
26 in favor on the Uber Defendants, or any of them, in whole or in part, such terms and conditions are not
27 enforceable under applicable law, in whole or in part because: they are part of a contract of adhesion;
28 they are unconscionable; they are void against public policy; they constitute unfair and/or deceptive

1 trade practice, in violation of California Business and Professions Code Section 17200 et seq.; and/or
2 such terms and conditions are otherwise unenforceable under applicable law; (b) the Driver Defendant
3 is an employee and/or agent of the Uber Defendants, and each of them, and not an independent
4 contractor and/or the Uber Defendants, and each of them, are otherwise liable and responsible for the
5 acts and omissions of the Driver Defendant as alleged herein, in whole or in part; (c) the doctrine of
6 respondeat superior applies to render the Uber Defendants, and each of them, liable, in whole or in part,
7 for the acts and omissions of the Driver Defendant, as alleged herein, according to proof; (d) the Uber
8 Defendants, and each of them, have ratified and/or adopted the acts and/or omissions of the Driver
9 Defendants, as alleged herein, in whole or in part, they are liable for the same, in whole or in part and/or
10 may be subject to punitive damages as prayed for herein; and/or (e) the Uber Defendants, and each of
11 them, had a duty to Plaintiff Conner to conduct a reasonable background investigation regarding the
12 Driver Defendant before allowing him to participate in the driving service run, offered, and/or facilitated
13 by or through the Uber Defendants.

14 WHEREFORE, Plaintiff Conner prays for judgment as follows:

15 **Against the Driver Defendant Only, On the First, Second, Third, Fourth, Fifth and Seventh**
16 **Causes of Action:**

17 (A) For general, special, consequential and/or incidental damages and other damages
18 according to proof, in an unascertained amount, according to proof, but in any event, in excess of this
19 Court's jurisdictional minimum;

20 **Against the Driver Defendant Only, On the First, Second, Third, Fourth and Seventh Causes of**
21 **Action:**

22 (B) For punitive and exemplary damages in an amount according to proof;

23 **Against the Uber Defendants, and Each of Them, On the Sixth and Eighth Causes of Action:**

24 (C) For general, special, consequential and/or incidental damages and other damages
25 according to proof, in an unascertained amount, according to proof, but in any event, in excess of this
26 Court's jurisdictional minimum;

27 **Against the Uber Defendants, and Each of Them, On the Eighth Cause of Action:**

28 (D) For punitive and exemplary damages in an amount according to proof;

1 **Against the Uber Defendants, and Each of Them, On the Ninth Cause of Action:**

2 (E) For Declaratory Relief as alleged and described in said cause of action; and

3 **On all Causes of Action:**

4 (F) For costs of suit herein; and


5 (G) For such other and further relief as the Court deems just and proper.

6 Dated: August 21, 2017

COSTELL & CORNELIUS LAW CORPORATION

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By: 
Lewis B. Adelson
Attorneys for Plaintiff Katherine Conner

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