

1 Adam B. Wolf (SBN 215914)
Tracey Cowan (SBN 250053)
2 Peiffer Wolf Carr Kane Conway & Wise, LLP
4 Embarcadero Center, Suite 1400
3 San Francisco, CA 94111
Telephone: (415) 426-5641
4 Facsimile: (415) 402-0058
Email: awolf@peifferwolf.com
5 Email: tcowan@peifferwolf.com

6 *Attorneys for Plaintiff*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN FRANCISCO**

10 ERIKA GARCIA-GALICIA, an individual,
11 Plaintiff,

12 v.

13 LYFT, INC., a Delaware Corporation; and
14 DOES 1-25, Inclusive,
15 Defendants.

Case No.:

COMPLAINT

DEMAND FOR JURY TRIAL

- 16 **1. DECLARATORY JUDGMENT**
- 17 **2. SEXUAL HARASSMENT –**
- 18 **HOSTILE WORK ENVIRONMENT**
- 19 **3. FAILURE TO PREVENT SEXUAL**
- 20 **HARASSMENT**
- 21 **4. INTENTIONAL INFLECTION OF**
- 22 **EMOTIONAL DISTRESS**
- 23 **5. NEGLIGENT INFLECTION OF**
- 24 **EMOTIONAL DISTRESS**
- 25 **6. SEXUAL HARASSMENT IN**
- 26 **VIOLATION OF THE UNRUH**
- 27 **CIVIL RIGHTS ACT**
- 28 **7. VIOLATION OF THE RALPH ACT**
- 8. UNLAWFUL AND UNFAIR**
- BUSINESS PRACTICES**

1 Plaintiff Erika Garcia-Galicia (“Plaintiff”), by and through her undersigned counsel, brings
2 this action against Defendant Lyft, Inc. (“Lyft”).

3 **INTRODUCTION**

4 1. Plaintiff was employed as a driver for Lyft. In the course and scope of her
5 employment for Lyft, she was sexually harassed, terrorized, and assaulted by a passenger in her
6 vehicle. Plaintiff continues to feel violated and traumatized.

7 2. Unfortunately, Plaintiff’s experience of being sexually assaulted while driving for
8 Lyft is tragically common. Rather than taking reasonable precautions in support of its driver-
9 employees, Lyft has intentionally and systematically failed to protect its drivers. Plaintiff’s
10 survival story is merely one example of an epidemic of Lyft drivers who have been the victim of
11 sexual assaults and other violent crimes while on the job.

12 3. Moreover, because Lyft intentionally misclassified all of its driver-employees as
13 independent contractors rather than employees, Plaintiff was not afforded basic legal protections
14 that are designed to protect her from sexual assaults, compensate her for the assault that occurred,
15 and facilitate her recovery.

16 4. On February 7, 2022, Plaintiff was transporting an individual whose friend had
17 arranged a ride for him through Lyft’s ride-hailing software application (the “Lyft App”). At all
18 relevant times Lyft owned, operated, and controlled the Lyft App and employed Plaintiff. While
19 in the course and scope of her employment for Lyft, Plaintiff was sexually assaulted by the Rider.

20 5. As a direct consequence of Lyft’s willful and illegal avoidance of its duties under
21 the law, Plaintiff was unable to protect herself from this attack, received no training whatsoever
22 on how to deal with such a horrible situation, and had little to no information about the strangers—
23 including the Rider—Lyft paid her to transport in her vehicle.

24 6. Due to Lyft’s intentional refusal to take reasonable precautions to prevent assaults
25 and to implement an effective workplace safety program, Plaintiff’s risk of suffering both sexual
26 and physical assaults was markedly heightened.

27 7. Furthermore, because of Lyft’s willful misclassification of its driver-employees,
28 Plaintiff was deprived of the remedies she otherwise would have been due under the Workers’

1 Compensation scheme and other laws to facilitate her physical and mental recovery from this
2 traumatic attack.

3 8. The lack of training and remedies afforded to Lyft's driver-employees was by Lyft's
4 design. Lyft misclassified Plaintiff as an independent contractor—not an employee—with the
5 *purpose* of denying her the most basic protections under the law, including protection from and
6 remedies for sexual assault. Rather than protecting its driver-employees like Plaintiff, who fuel
7 and support its business, Lyft opted to protect its own bottom line at the expense of sexual and
8 physical assault victims' safety.

9 **JURISDICTION AND VENUE**

10 9. The Court has jurisdiction over Lyft because it is headquartered in the State of
11 California and conducts substantial business in this State. Moreover, this action arises out of and
12 relates to Lyft's business conducted in California and its effects in California.

13 10. Venue is proper in this Court because Lyft is headquartered in the City and County
14 of San Francisco. Moreover, the majority of its predicate illegal acts occurred in the City and
15 County of San Francisco. Furthermore, the illegal acts of the company were adopted by, ratified,
16 and directed by agents of the company located in this county.

17 11. This is an unlimited action. The amount in controversy exceeds \$25,000.00.

18 **THE PARTIES**

19 12. Plaintiff Erika Garcia-Galicia, is a resident of Los Angeles County, California. She
20 was working as a Lyft Driver at the time of the incidents alleged in this action.

21 13. Defendant Lyft is a Delaware Corporation with its principal place of business and
22 headquarters in the State of California, County of San Francisco. Lyft operates from its principal
23 executive offices at 185 Berry Street, in San Francisco, California. Lyft is, and at all times relevant
24 herein was, a corporation registered in the State of California. San Francisco is the center of
25 corporate decision-making with respect to the hiring and supervision of Lyft drivers, safety
26 precautions, driver safety, as well as decision-making with respect to Lyft's response to the
27 ongoing sexual attacks upon Lyft drivers.
28

1 14. Defendant Lyft employs more than five employees in this State, within the meaning
2 of the Fair Employment and Housing Act ("FEHA"), California Government Code § 12926.
3 Defendant Lyft is a covered entity or employer within the meaning of the FEHA.

4 15. The true names and capacities, whether individual, corporate, associate, or
5 otherwise, of Defendants sued herein as DOES 1 through 25 are unknown to Plaintiff, who
6 therefore sues such said Defendants by such fictitious names under Code of Civil Procedure
7 § 474. Plaintiff knows of these Defendants only as Lyft executives, employees, management
8 personnel, and agents who are located in California. Plaintiff will amend this Complaint to allege
9 the true names and capacities when they are ascertained. Lyft, Inc. and DOES 1-25 are referred
10 to collectively as Lyft.

11 16. At all times relevant, Defendant DOES 1-25, and each of them, were Lyft agents or
12 employees, including but not limited to administrative personnel, corporate decision-makers, and
13 executives located in California, and who were responsible for developing, directing, and/or
14 ratifying corporate protocols and policy, as well as substantively and substantially supervising
15 and influencing the terms of Plaintiff's employment with Lyft.

16 17. Plaintiff is informed and believes and thereon alleges that Plaintiff's injuries and
17 damages are directly, proximately, and/or legally caused by Defendants' acts and omissions.

18 **FACTUAL BACKGROUND**

19 **I. Lyft's Ride-Hailing Business**

20 18. Lyft operates a ride-hailing transportation service in which consumers may request
21 and pay for on-demand rides, either for themselves or their guests ("Lyft Riders" or "Riders") by
22 using the Lyft App. In response to rides booked through the Lyft App, Lyft has hired millions of
23 drivers ("Lyft Drivers" or "Drivers") who provide on-demand transportation to Riders throughout
24 the country.

25 19. As of August 9, 2022, Lyft had a market capitalization of approximately \$6.6 billion.
26 Though Lyft has diversified its services and product lines since its founding in 2012, by far the
27 largest portion of its business during the time period relevant to this action consisted of providing
28 ride-hailing services through the Lyft App. Of the various ride-hailing options Lyft offers, the

1 largest and most popular is an option in which Lyft Drivers with non-commercial drivers' licenses
2 provide on-demand rides to Riders via the Lyft App using ordinary passenger vehicles that are
3 owned, leased, or rented by the Drivers. In some cases, the Drivers obtain the vehicles through
4 business partners associated with Lyft, while in other cases, the vehicles used are the Drivers'
5 personal vehicles.

6 20. To facilitate its ride-hailing business, Lyft maintains a downloadable software
7 application, the Lyft App. After logging in with a smartphone, customers can request rides by
8 entering a destination in the Lyft App. Lyft then pairs the customer with a Lyft Driver who is
9 working in the area. For the customer, the Lyft App displays an estimated time of arrival for the
10 Lyft Driver to arrive at the passenger's pickup location. The Lyft App notifies the Rider when the
11 Driver is about to arrive and provides general information about the Driver, including the Driver's
12 first name, vehicle type, license plate number, and rating. In contrast, Drivers are provided little
13 information about Riders, aside from a name selected by the Rider, and—if the Rider has
14 consented—a picture. In many instances during the times relevant to this suit, the Plaintiff was
15 paired with Riders who did not provide their actual names, Lyft did not provide to Plaintiff the
16 names of the individuals that Plaintiff was asked to transport in her vehicle, and Lyft did not
17 provide to Plaintiff any identifying photograph of the Rider.

18 21. At all times relevant to this action, Lyft Drivers were not furnished with a Rider's
19 specific destination before accepting the ride. After a ride is complete, the Lyft App prompts both
20 the Rider and Driver to rate each other. Neither Drivers nor Riders are charged fees to download
21 the Lyft App.

22 22. Fares for Lyft rides are paid directly by customers to Lyft vis-à-vis the payment
23 method linked to their Lyft account. At all relevant times, Lyft set the fares for each ride subject
24 to a proprietary formula that is not shared with Lyft Drivers. After Lyft receives this payment, it
25 deducts a service fee from the fare (again, subject to its own proprietary formula) before it remits
26 the remainder to the Driver. As Lyft's ridesharing revenue is derived from these fees, the success
27 of its business necessarily depends on maintaining a large network of available Drivers.
28

1 23. To become a Lyft Driver, applicants are required to upload their driver's license
2 information, as well as information about their vehicle's registration and insurance. Applicants
3 must also pass a background check and complete a driver screening. Once a prospective driver
4 successfully completes the application stages, the Driver must sign contracts or "Service
5 Agreements" with Lyft or one of its subsidiaries.

6 24. In some circumstances, Lyft requires Drivers to attend training courses as a
7 prerequisite to driving for Lyft. There is no fee to become a Lyft Driver. Drivers' tenure with Lyft
8 is for an indefinite amount of time. Many Drivers work full-time for Lyft.

9 25. Lyft maintains a significant degree of control over Drivers. Lyft instructs the Drivers
10 on the expected quality of the rides—issuing community guidelines, making recommendations
11 about the amenities to stock in the vehicles and the radio station choice, imposing cleanliness
12 requirements, and prohibiting smoking in the vehicle even when the Driver is off the clock. Lyft
13 even regulates the acceptable topics of conversation that a Driver may have with their assigned
14 riders. Failure to stay within Lyft's strict guidelines regarding these requirements can result in
15 termination of the Driver's employment. Lyft's quality standards may change at any time at its
16 sole discretion.

17 26. Lyft Drivers are expected to accept all ride requests while they are logged on to the
18 Lyft App. Drivers who reject or cancel too many ride requests risk facing discipline, including
19 suspension or termination.

20 27. Though Drivers technically have the opportunity to reject or "cancel" any given ride,
21 in practical terms, Lyft does not provide the Driver with sufficient information regarding any
22 given Rider to determine if the Rider—or any guest Rider—is a substantial risk to the Driver's
23 safety. For example, in addition to refusing to provide verified identifying information regarding
24 any given Rider, Lyft declines to provide detailed information regarding the number of negative
25 reviews a Rider has received from past Drivers. Nor does Lyft inform the Driver if any complaints
26 regarding the Rider have been logged through Lyft's customer-service department. Furthermore,
27 if a Driver begins to log a substantial number of rejected or cancelled rides, they are subject to
28 retaliatory measures from Lyft that negatively impact their income and employment. Lyft does

1 not collect nor provide any information whatsoever on any guest Rider the accountholder intends
2 to bring on the ride, or send in his/her place.

3 28. Subject to its proprietary formula, Lyft sets the rate of pay for Drivers' services and
4 changes their rate of pay in its sole discretion. Lyft does not inform its Drivers of the actual
5 compensation they can expect to receive for each ride prior to the Drivers accepting the ride.
6 Moreover, Lyft unilaterally makes promotional offers to Riders that reduce Drivers' income
7 without consulting the Drivers.

8 29. When driving for Lyft, Drivers are not engaged in their own transportation business.
9 For instance, customers cannot request specific Lyft Drivers; instead, Lyft assigns rides to
10 Drivers. Lyft's guidelines further forbid Drivers from picking up any Riders that did not book
11 their travel through the Lyft App, including forbidding Drivers from accepting street hails and
12 soliciting payment of fares outside the Lyft system.

13 30. Lyft Drivers are required to display Lyft's official trade dress emblem on their front
14 windshield while they are working. Additionally, Lyft requires Drivers to take a full,
15 uninterrupted six-hour break for every twelve nonconsecutive hours the Driver works.

16 31. Lyft controls its Drivers' contacts with its customer base and considers its customer
17 list to be proprietary information. To that end, Drivers are not permitted to answer Rider inquiries
18 about booking future rides outside of the Lyft App.

19 32. To meet customer demand and maximize overall fare volume, Lyft uses various
20 financial inducements, as well as other techniques, to influence and incentivize Drivers in
21 selecting the duration, time of day, and location of their shifts in conformity with the company's
22 desired outcomes.

23 33. Lyft routinely provides Drivers with turn-by-turn directions to Riders' destinations.
24 Even when Drivers do not use Lyft's navigational tools, for each trip that each Driver provides,
25 Lyft monitors and records nearly every detail of the trip. Lyft uses this data to evaluate Drivers.
26 Furthermore, Lyft collects written feedback from every Rider concerning each Driver's
27 performance after every trip. If Drivers receive low ratings from their Riders, Lyft can and does
28

1 take retaliatory measures that can impact Drivers’ income and may result in termination of their
2 employment with Lyft.

3 34. To create a uniform Rider experience, and thereby enhance the company’s brand
4 recognition and reputation, Lyft imposes various Driver performance standards through financial
5 disincentives and other means that discourage Drivers from deviating from the company’s desired
6 methods of service.

7 **II. Lyft’s Service Agreements with Drivers**

8 35. Although the level of control exercised by Lyft evidences its status as the employer
9 of these Drivers, Lyft has repeatedly attempted to disclaim the existence of an employer-
10 employee relationship between itself and its Drivers, insisting that its Drivers are properly
11 classified as “independent contractors.” These attempts have been largely unsuccessful. Notably,
12 in *Dynamex Operations W., Inc. v. Superior Court*, 4 Cal. 5th 903, 416 P.3d 1 (2018), the
13 California Supreme Court made clear that Lyft Drivers should be classified as employees rather
14 than as independent contractors. Through the passage of Assembly Bill 5 (“A.B. 5”), the
15 California legislature codified the *Dynamex* decision clarifying the status of so-called “gig
16 economy” workers like Lyft Drivers as employees. Moreover, even prior to *Dynamex* and AB 5,
17 Lyft Drivers qualified as employees under the less stringent test from *S. G. Borello & Sons, Inc.*
18 *v. Dept. of Indus. Rel.*, 48 Cal. 3d 341, 356-57 (1989).

19 36. Notwithstanding the clear edict from the courts and the legislature, Lyft has persisted
20 in intentionally misclassifying its Drivers as independent contractors for the express purpose of
21 realizing cost-savings by refusing to provide its Drivers a panoply of benefits to which they
22 otherwise would be entitled to under state and federal law.

23 37. Lyft determines and coordinates its interaction with its fleet of Drivers, including
24 Plaintiff, from its primary place of business in California.

25 38. In Lyft’s Terms of Service—which also were written and adopted in California—
26 Lyft explicitly and intentionally misclassifies its Drivers as independent contractors, rather than
27 employees.
28

1 39. The Terms of Service also includes forced arbitration provisions to prevent Drivers
2 from pursuing otherwise available legal remedies. However, Lyft has publicly affirmed and stated
3 in its Terms of Service that it will not enforce these arbitration provisions when a plaintiff raises
4 claims against Lyft based on sexual assault.

5 40. Lyft has continued to use its independent contractor business model, even though it
6 is well aware that doing so directly contravenes California law. Indeed, in 2020, Lyft partnered
7 with its biggest competitor and poured close to \$200 million dollars into a ballot proposition in
8 California, Proposition 22, aimed at changing the law to expressly exempt Drivers from employee
9 protections. This massive funneling of money into *changing* the law was a tacit admission by
10 Lyft that prior to Proposition 22, the law did not exempt Lyft Drivers from classification as
11 employees under prevailing California law. Indeed, prior to the effective date of Proposition 22—
12 which has since been ruled unconstitutional—the California Court of Appeals affirmed a San
13 Francisco Superior Court ruling ordering Lyft to reclassify its Drivers as employees.

14 41. Although most Drivers provide such services on a part-time basis, many are full-
15 time Drivers and rely on Lyft as their primary means of financial support. Nevertheless, Lyft fails
16 to assure that Drivers make the applicable minimum wage for all hours worked, after accounting
17 for their expenses and other deductions taken from their pay. The hours Drivers work include
18 time spent transporting passengers, driving to pick up passengers, and driving between rides while
19 awaiting the next ride.

20 42. At all times relevant to this action, Lyft did not reimburse Drivers for any expenses
21 they incurred while working for Lyft, including, but not limited to the cost of maintaining their
22 vehicles, gas, insurance, and phone and data expenses for running the Lyft App. Drivers incur
23 these costs as a necessary expenditure to work for Lyft, which California law requires employers
24 to reimburse.

25 43. As employees, Lyft Drivers, including Plaintiff, are entitled to full and timely
26 payment of all earned wages and reimbursement of any ordinary business expenses that are
27 primarily for the employer's benefit, whether paid for through wage deductions or otherwise
28 incurred by the Drivers on their employers' behalf.

1 44. Lyft’s goal of dominating and controlling the ride-hailing market also comes at the
2 expense of user safety, a calculated decision made—in California—by its senior executives that
3 continues through the present. Lyft accomplished its aggressive national expansion by entering
4 cities throughout the U.S. and ignoring long-standing legal and regulatory authority for taxi and
5 limousine services in nearly every city in which it operates. Existing taxi and limousine
6 companies are forced to comply with licensing laws, as well as vehicle safety and consumer
7 protections, that Lyft flouts and intentionally disregards.

8 **III. Lyft’s Knowledge and Intentional Disregard of the Risk to Drivers’ Safety**

9 45. In October 2021, Lyft released its Community Safety Report (“Safety Report”),
10 which provided limited statistical findings regarding safety issues affecting Lyft users in 2017-
11 19. The Safety Report included statistical data on only motor vehicle fatalities, physical assault
12 fatalities, sexual misconduct, and sexual violence. Moreover, the Safety Report contained
13 information regarding only the five types of sexual violence Lyft deemed “most serious.” Lyft
14 provided no statistics whatsoever regarding serious sexual misconduct that does not involve
15 touching (such as masturbating in a Lyft car or threatening to rape a Lyft user or sexually
16 motivated touching of non-sexual body parts). Nevertheless, Lyft reported over 4,000 incidents
17 of serious sexual violence. And, the Safety Report identified Drivers as accounting for 38% of
18 reports across the five most serious sexual assault categories.

19 46. Although keenly aware of the risks of sexual assault and other violence associated
20 with using Lyft’s services, it has advertised “Safety is our top priority.”

21 47. In recognition of the dangers associated with using Lyft, the company has taken
22 various measures to ensure safety, mostly in favor of ensuring the safety of its Riders, despite the
23 fact that its Safety Report indicates that Riders are being accused of perpetrating the five most
24 serious types of sexual violence nearly as often as Drivers.

25 48. Although Lyft similarly proclaimed it is committed to Driver safety, its measures do
26 virtually nothing to ensure their safety. By contrast to measures meant to protect Riders, its Driver
27 “protections” are not designed with the intention of preventing attacks. In practice, they serve
28 mostly as a means of keeping Lyft apprised of attacks on Drivers after they occur. Moreover,

1 even when Drivers notify Lyft of an attack, Lyft fails to offer them any meaningful redress and
2 will not cooperate with law enforcement absent a subpoena, warrant, or court order.

3 49. At all times relevant to this action, Lyft continued to fail to take many reasonable
4 steps to ensure Driver safety, including:

- 5 a. providing complete and immediate cooperation with law enforcement following
6 an allegation of sexual misconduct, harassment, or assault;
- 7 b. ensuring each ride is recorded and requiring consent to such recording;
- 8 c. instituting emergency measures when a Driver fails to complete a ride within a
9 reasonable amount of time;
- 10 d. immediately terminating or suspending any Rider who is the subject of a sexual
11 harassment, misconduct, and/or assault complaint, and ensuring they cannot
12 book or participate in other Lyft rides as another accountholder's guest;
- 13 e. providing Drivers with concrete, verified information regarding the identity of
14 their Riders and all guests;
- 15 f. providing Drivers with details on past safety violations and/or complaints made
16 against their Riders and any guests;
- 17 g. prohibiting Riders from using anonymous payment methods such as pre-paid
18 gift cards; and
- 19 h. permitting Drivers under the terms of their Service Agreements to take
20 reasonable precautions to protect themselves against assault.

21 50. Lyft not only failed to take reasonable steps to prevent its Drivers from being
22 attacked, but also fails to offer victims reasonable redress after being notified that attacks already
23 occurred. For instance:

- 24 a. Lyft does not encourage (and in fact sometimes actively dissuades) Drivers from
25 seeking legal redress against their assailants.
- 26 b. Lyft fails to readily cooperate with law enforcement investigating claims of
27 sexual assault and harassment.

- 1 c. Numerous Driver-victims were given no reassurance their assailant would be
2 removed from the platform and in some instances, Lyft wholly ignored the
3 Driver's complaint.
- 4 d. Lyft provides no mental-health support for its Drivers, including Plaintiff, who
5 have been victims of attack or harassment by Riders.
- 6 e. Lyft intentionally withholds from Drivers the details of the rides that they
7 complain about, and withholds even the text of the complaint itself, substantially
8 complicating the Driver's attempts to document and follow-up on their assault
9 report.
- 10 f. By means of its intentional misclassification, Lyft deprives victim-Drivers,
11 including Plaintiff, from obtaining Workers' Compensation for their mental and
12 physical injuries sustained from sexual assault and harassment while on the job.

13 51. Lyft furthermore has failed to provide adequate workplace safety training for its
14 Drivers, to prepare them for how to respond when threatened with physical and/or sexual violence
15 or harassment from a Rider.

16 52. Although Lyft maintains a number of hubs to facilitate Driver onboarding and offer
17 access to support services in limited circumstances, none of these hubs operate with the autonomy
18 to implement preventative safety measures or policies absent direction and ratification from
19 Lyft's headquarters in California. Furthermore, all of Lyft's Driver safety mechanisms are
20 implemented directly through the Lyft App, which is updated and maintained by corporate
21 officers in California.

22 53. While on the job driving for Lyft, Plaintiff was subjected to traumatic and harrowing
23 violence that no person should be forced to endure. Lyft, from the very highest levels of the
24 company in California, including the director, officer, and managing agent level, failed to make
25 reasonable policy decisions aimed at preventing such an attack.

26 54. The conduct of Lyft and each of its employees and agents, as described herein, was
27 outrageous and despicable. Moreover, it was carried out with willful and conscious disregard for
28 Plaintiff's rights. Lyft's employees and agents in California were aware of both the probable and

1 dangerous consequences of their conduct, but willfully and deliberately failed to avoid those
2 consequences. Lyft's conduct constituted malice, oppression, or fraud such that Plaintiff is
3 entitled to punitive damages in an amount to punish Lyft or set an example.

4 **IV. Plaintiff's Assault**

5 55. Plaintiff picked up an male Rider on February 7, 2022. The Rider made unsettling
6 comments regarding his recent incarceration, schizophrenia diagnosis, and being molested by a
7 therapist. He also explicitly described his genitals.

8 56. The Rider refused to get out at his destination unless Plaintiff gave him her phone
9 number. She politely declined his advances multiple times, asking him to exit the vehicle.

10 57. The Rider then lunged forward and groped Plaintiff's breast and pulled her head
11 towards him to kiss her.

12 58. Plaintiff sprayed hand sanitizer in his face in an attempt to break free. The Rider
13 then left and Plaintiff was able to drive away and call 911.

14 59. Plaintiff then suffered a panic attack. She filed a police report that evening.

15 60. The Rider continued to harass Plaintiff on her cell phone after the ride, even after
16 she reported the incident to Lyft, claiming that he had left an item in the vehicle and demanding
17 that she come to his home.

18 61. Since the assault, Plaintiff has and continues to suffer from severe anxiety, paranoia,
19 panic attacks, and insomnia. She no longer feels safe going anywhere alone, and has significantly
20 changed her day-to-day activity.

21 62. Plaintiff was not properly trained to deal with the incident. Due to Lyft's policies,
22 Plaintiff was unable to defend herself against her assailant.

23 63. The incident caused Plaintiff to suffer considerably. She experiences high anxiety
24 and nervousness while driving and in her day to day life, and has had to seek therapy.

25 64. As a direct result of Lyft's misconduct, Plaintiff has suffered, and continues to
26 suffer, damages, including but not limited to monetary damages and emotional distress in an
27 amount to be proven at trial.

28 65. Plaintiff has suffered lifelong psychological and emotional injury.

1 **FIRST CAUSE OF ACTION**

2 **Declaratory Judgment**

3 **California Declaratory Judgment Statute (Cal. Civ. Proc. § 1060 *et seq.*)**

4 66. An actual controversy of sufficient immediacy exists between Parties as to whether
5 Lyft has failed to comply with its obligations under the California Labor Code, as described
6 above.

7 67. Lyft's conduct in misclassifying its Drivers, including Plaintiff, as independent
8 contractors, improperly denies her ability to seek workers' compensation for the sexual
9 harassment and/or assault that she suffered, and to ensure that she is availed the protections of
10 state law.

11 68. As a result of the factual allegations above, Plaintiff has suffered actionable harm,
12 as she is not properly compensated for her work for Lyft.

13 69. Plaintiff seeks an order of this Court pursuant to Cal Civ. Proc. § 1060 *et seq.*
14 declaring that, as a result of its misclassification of Plaintiff, Lyft has violated the California
15 Labor Code and Wage Orders and declaring that Lyft must comply with said laws.

16 70. The injunction that Plaintiff seeks is in the nature of a public injunction and is not
17 solely for the benefit of herself. Instead, ordering Lyft to comply with the relevant state
18 employment laws is in the public interest because Lyft's violation of the Labor Code and Wage
19 Orders diminishes labor standards more generally in the California economy and particularly in
20 the transportation industry. It also harms sexual-assault victims within the state. Moreover,
21 complying competitors are put at a disadvantage when companies such as Lyft flout the law by
22 misclassifying their employees as independent contractors. Public funds are also impacted by
23 these violations because the State incurs costs in supporting and providing services to employees
24 who are not properly paid and do not even receive minimum wage.

25 71. Lyft's intentional misclassification of Plaintiff deprived her of many protections that
26 would have operated to prevent her sexual assault, as well as depriving her of many remedies she
27 should have had at her disposal to help address physical and emotional damages sustained during
28 her attack.

1 **SECOND CAUSE OF ACTION**

2 **Sexual Harassment – Hostile Work Environment**

3 72. Plaintiff re-alleges and incorporates herein by reference each and every allegation
4 in all paragraphs.

5 73. As described more fully herein above, Lyft subjected Plaintiff to unlawful sexual
6 harassment and a hostile work environment.

7 74. Lyft allowed Plaintiff to be harassed when it failed to prevent and /or allowed Lyft’s
8 Rider to sexually harass her. Lyft knew and should have known that Drivers such as Plaintiff are
9 regularly subject to harassment and violence by Riders. Despite this knowledge, Lyft failed to
10 take immediate and appropriate corrective action. Lyft also failed to take reasonable steps to
11 prevent the sexual harassment from occurring. Lyft could have prevented the sexual assault of
12 Plaintiff, but chose not to.

13 75. Such acts and omissions by Defendants were made in the State of California and
14 constitute the tortious conduct complained of.

15 76. Lyft knowingly and intentionally created and permitted an unsafe, hostile work
16 environment where Plaintiff was subject to Riders’ pervasive and severe unlawful conduct.

17 77. As a direct and proximate result of Lyft’s conduct, Plaintiff has incurred general and
18 special damages, the full extent of which are uncertain at this time, but which are within the
19 jurisdiction of this Court.

20 78. Plaintiff has filed her complaint with the Department of Fair Employment and
21 Housing and has received her “right to sue” letter.

22 79. Plaintiff is entitled to attorneys’ fees and costs.

23 80. In committing the acts alleged herein, Lyft acted with oppression, malice, and in
24 conscious disregard of the rights of Plaintiff. Plaintiff is therefore entitled to punitive damages
25 according to proof of the same at trial.
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1 **THIRD CAUSE OF ACTION**

2 **Failure to Prevent Sexual Harassment**

3 81. Plaintiff re-alleges and incorporates herein by reference each and every allegation
4 in all paragraphs.

5 82. In perpetrating the above-described conduct, Lyft engaged in a pattern, practice,
6 policy, and custom of unlawful sexual harassment. Said conduct on the part of Lyft constituted a
7 policy, practice, pattern, and tradition that denied Plaintiff protection. Said conduct includes, but
8 is not limited to, the following:

- 9 a. With respect to sexual harassment, Lyft had no policy or a policy that was
10 ineffective in preventing sexual misconduct against Drivers;
- 11 b. Lyft failed to implement whatever policies, practices, and procedures were in
12 existence at all or in an effective manner;
- 13 c. Lyft failed to properly remediate complaints of harassment by failing to properly
14 investigate and/or by allowing the harassment to continue without proper
15 remediation;
- 16 d. Lyft failed to adequately cooperate with law enforcement after incidents of
17 sexual harassment and misconduct were reported by Drivers;
- 18 e. Lyft misrepresented and/or concealed the frequency and gravity of harm and risk
19 of sexual harassment and misconduct by Riders against Drivers.

20 83. At all relevant time periods, there existed within the organization of Lyft a pattern
21 and practice of conduct by their personnel, including management, which resulted in Plaintiff's
22 sexual harassment.

23 84. At all relevant time periods, Lyft failed to make an adequate, or any, response to the
24 aforesaid pattern and practice, and thereby established a policy, custom, practice, or usage within
25 the organization of Lyft which condoned, tolerated, sanctioned, ratified, approved of, and/or
26 acquiesced in the harassment on the basis of sex towards their employees, specifically Plaintiff.

27 85. During all relevant time periods, Lyft failed to provide any or adequate training,
28 education, and information to their personnel, most particularly management and supervisory

1 personnel, with regard to policies and procedures regarding sexual harassment and sexually
2 harassing conduct by non-employee Riders and their guests.

3 86. Lyft knew or reasonably should have known that the failure to provide any or
4 adequate education, training, and information as to their personnel policies and practices
5 involving sexual harassment would result in sexual harassment against employees including, but
6 not limited to, Plaintiff.

7 87. By the acts or failure thereof by policy-making personnel within the organization,
8 Lyft was deliberately indifferent to the need to provide any or adequate training, education, and
9 information to the personnel of Lyft as to policies regarding discrimination or harassment.

10 88. The failure of Lyft to provide any or adequate policies and practices regarding
11 discrimination and harassment constituted deliberate indifference to the rights of employees,
12 including but not limited to, Plaintiff.

13 89. The conduct set forth herein, including Defendants' failure to establish and/or
14 enforce any, or an adequate policy or procedure on sexual harassment, investigation of complaints
15 of sexual harassment, and or appropriate remediation thereof, established within the organization
16 a policy and custom of ignoring, encouraging, approving, causing, tolerating, sanctioning, and/or
17 acquiescing in the violation of the rights of Drivers, including but not limited to, Plaintiff.

18 90. Defendants knew of and ignored the shocking number of assaults against its Drivers
19 and failed to institute policies to protect its Drivers, thereby ratifying the conduct. Lyft could have
20 prevented the sexual assault of Plaintiff, but chose not to.

21 91. Such acts and omissions by Defendants were made in the State of California and
22 constitute the tortious conduct complained of.

23 92. As a direct and proximate result of Lyft's conduct, Plaintiff has incurred general and
24 special damages, the full extent of which are uncertain at this time, but which are within the
25 jurisdiction of this Court.

26 93. Plaintiff has filed her complaint with the Department of Fair Employment and
27 Housing and has received her "right to sue" letter.

1 101. Lyft knew or should have known that its actions and omissions were likely to result
2 in serious emotional harm, anguish, and distress to Plaintiff.

3 102. As a proximate result of said conduct, Plaintiff has suffered and continues to suffer
4 discomfort, anxiety, humiliation, PTSD, and severe emotional distress, and will continue to suffer
5 serious emotional distress in the future in an amount according to proof at trial.

6 103. In committing the acts alleged herein, Lyft acted with oppression, malice, and in
7 conscious disregard of the rights of Plaintiff and did in fact harm Plaintiff with an improper and
8 evil motive amounting to malice and in conscious disregard of Plaintiff's rights. Plaintiff is
9 therefore entitled to punitive damages according to proof of the same at trial.

10 **SIXTH CAUSE OF ACTION**

11 **Sexual Harassment in Violation of The Unruh Civil Rights Act**
12 **Cal. Civ. Code § 51.9**

13 104. Plaintiff re-alleges and incorporates herein by reference each and every allegation
14 in all paragraphs.

15 105. Civil Code § 51.9, part of the Unruh Act, provides that a defendant is liable for
16 sexual harassment where there is a professional relationship between the plaintiff and defendant,
17 and “[t]he defendant has made sexual advances, solicitations, sexual requests, demands for sexual
18 compliance by the plaintiff, or engaged in other verbal, visual, or physical conduct of a sexual
19 nature or of a hostile nature based on gender, that were unwelcome and pervasive or severe.”

20 106. California common law dictates that an employer ratifies sexual misconduct and
21 may be liable for indirect sexual misconduct when it is aware of the acts and refuses to take action
22 to investigate, respond to, or prevent said acts. The wrongful conduct is in legal effect committed
23 by the employer.

24 107. At all relevant times herein mentioned, there was a professional relationship between
25 Plaintiff and Lyft, namely that Plaintiff was Lyft's employee.

26 108. At all relevant times herein mentioned, there was a professional relationship between
27 Plaintiff and the Rider, namely that Plaintiff was Lyft's employee and was engaged in driving the
28 Rider for Lyft.

1 109. Lyft is aware of the thousands of yearly complaints of sexual harassment and
2 misconduct by its Riders and has failed to take necessary and sufficient action to protect its
3 Driver-employees. Despite being informed and having knowledge of unlawful sexual misconduct
4 on the part of its Riders, Lyft failed to take action to terminate use of the Lyft App by known
5 violators, thereby ratifying said unlawful conduct and allowing Drivers to remain at-risk. Further,
6 even though Lyft knew of such misconduct by its Riders, Lyft failed to adequately investigate,
7 supervise, monitor, or implement policies and practices designed to prevent such acts and protect
8 its Driver-employees.

9 110. Plaintiff was subject to severe sexual misconduct by a Lyft Rider. This misconduct
10 was physical and violent in nature, involving sexual assault, non-consensual touching of sexual
11 and non-sexual body parts, and inappropriate and lewd comments.

12 111. Plaintiff has suffered a tangible hardship as she is no longer able to perform her
13 duties as a Driver due to severe emotional distress caused by fear of being assaulted again and/or
14 encountering a “triggering” event which would cause her to re-experience the prior assault.

15 112. Pursuant to Civil Code § 52(a) “[w]hoever denies, aids or incites a denial, or makes
16 any discrimination or distinction contrary to Section 51, 51.5, or 51.6, is liable for each and every
17 offense.”

18 113. Plaintiff alleges that by concealing the pervasive sexual assaults and exercising
19 extensive control over the Driver’s conditions of employment including that Rider-Driver
20 matching process, Lyft, aided the Rider’s assaults, and denied Plaintiff employment free from
21 sexual advances made by users of Lyft’s services.

22 114. As a proximate result of the wrongful actions of Lyft, Plaintiff has suffered harm,
23 including but not limited to, lost earnings and other employment benefits, loss of future
24 employment benefits, humiliation, embarrassment, mental anguish and emotional distress, bills
25 for medical and psychological treatment, emotional upset manifesting in physical distress, all in
26 an amount to be proven at trial.

27 115. In committing the acts alleged herein, Defendants acted with oppression, malice,
28 and in conscious disregard of the rights of Plaintiff and did in fact harm Plaintiff with an improper

1 and evil motive amounting to malice and in conscious disregard of Plaintiff's rights. Plaintiff is
2 therefore entitled to punitive damages according to proof of the same at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **Violation of The Ralph Act**
5 **Cal. Civ. Code § 51.7**

6 116. Plaintiff re-alleges and incorporates herein by reference each and every allegation
7 in all paragraphs.

8 117. Civil Code Section 51.5, the Ralph Act, provides that persons have the right to be
9 free from violence or threat of violence, committed against their persons or property due to,
10 among other things, their gender.

11 118. Plaintiff was subject to pervasive and severe sexual misconduct by a Lyft Rider.
12 This misconduct was physical and violent in nature, involving sexual assault, non-consensual
13 touching of sexual and non-sexual body parts, and inappropriate and lewd comments.

14 119. Plaintiff's sex was the reason for the unwanted physical contact and ultimate sexual
15 assault.

16 120. Pursuant to Civil Code § 52(a) "[w]hoever denies, aids or incites a denial, or makes
17 any discrimination or distinction contrary to Section 51, 51.5, or 51.6, is liable for each and every
18 offense."

19 121. Plaintiff alleges that by concealing the pervasive sexual assaults and exercising
20 extensive control over the Driver's conditions of employment including that Rider-Driver
21 matching process, Lyft, aided the Rider's assaults, and denied Plaintiff employment free from
22 sexual advances made by users of Lyft's services.

23 122. As a proximate result of the wrongful actions of Lyft, Plaintiff has suffered harm,
24 including but not limited to, lost earnings and other employment benefits, loss of future
25 employment benefits, humiliation, embarrassment, mental anguish and emotional distress, bills
26 for medical and psychological treatment, emotional upset manifesting in physical distress, all in
27 an amount to be proven at trial.

1 123. In committing the acts alleged herein, Defendants acted with oppression, malice,
2 and in conscious disregard of the rights of Plaintiff and did in fact harm Plaintiff with an improper
3 and evil motive amounting to malice and in conscious disregard of Plaintiff’s rights. Plaintiff is
4 therefore entitled to punitive damages according to proof of the same at trial.

5 **EIGHTH CAUSE OF ACTION**
6 **Unlawful and Unfair Business Practices**
7 **Violation of Cal. Bus. & Prof. Code § 17200 *et seq.***

8 124. Plaintiff re-alleges and incorporates by reference the allegations in all paragraphs as
9 if fully alleged herein.

10 125. Defendants’ conduct, as set forth above, in continuing to classify drivers as
11 independent contractors notwithstanding the California Supreme Court’s decision in *Dynamex*,
12 the California Legislature’s passage of A.B. 5, and the newly amended California Labor Code
13 §2750.3, which sets forth the “ABC” test to define “employee” for purposes of the California
14 Labor Code, all of which make clear that Lyft Drivers are and were employees under California
15 law at all times relevant to this action, violated California Labor Code §226.8 and constitutes
16 willful misclassification.

17 126. Lyft’s conduct in hiding the truth of the dangers associated with being a Driver for
18 Lyft amounted to deceptive and unfair business practices.

19 127. Lyft’s conduct constitutes unlawful business acts or practices, in that Lyft has
20 violated California Labor Code §§ 2802, 1194, 1198, 510, 554, 1197, 1194, 1182.12, 1194.2,
21 1197.1, 1199, 226.8, and 226(a). As a result of Lyft’s unlawful and unfair conduct, Plaintiff has
22 suffered injury in fact and lost money and property, including, but not limited to business
23 expenses that she was required to pay and wages that she was due. Pursuant to California Business
24 and Professions Code § 17203, Plaintiff seeks declaratory and injunctive relief for Lyft’s unlawful
25 conduct and to recover restitution.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff request that the Court enter an Order or judgment against
28 Lyft as follows:

- A. Declare that Lyft's actions described in this Complaint violate Plaintiff's rights;
- B. Declare and find that by illegally and improperly classifying Plaintiff as an independent contractor, rather than an employee, Lyft has violated California law;
- C. Enjoin Lyft's ongoing and illegal conduct;
- D. Award compensatory damages, including all expenses and wages owed, in an amount according to proof;
- E. Award past, present, and future general damages, special damages, medical and related expenses;
- F. Award damages for future loss of earnings;
- G. Award pre- and post-judgment interest;
- H. Award reasonable attorneys' fees, costs, and expenses;
- I. Award punitive damages;
- J. Award any statutory civil penalties, according to proof;
- K. Award any other relief to which Plaintiff may be entitled.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED: August 31, 2022

PEIFFER WOLF CARR KANE CONWAY & WISE, LLP



TRACEY B. COWAN (Cal Bar No. 250053)
Attorneys for Plaintiff Erika Garcia-Galicia