



Complete this form to start arbitration under an arbitration agreement in a contract.

1. Which party is sending in the filing documents? <i>(check one)</i> Consumer    Business		
2. Briefly explain the dispute:		
3. Specify the amount of money in dispute, if any: \$		
4. State any other relief you are seeking: Attorney Fees    Interest    Arbitration Costs    Other; explain:		
5. Identify the requested city and state for the hearing if an in-person hearing is held: City: _____ State: _____		
6. Please provide contact information for both the Consumer and the Business. Attach additional sheets or forms as needed.		
<b>Consumer:</b>		
Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	
Email Address:		
<b>Consumer's Representative (if known):</b>		
Name:		
Firm:		
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	
Email Address:		
<b>Business:</b>		
Name:		
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	
Email Address:		



<b>Business' Representative (if known):</b>		
Name:		
Firm:		
Address:		
City:	State:	Zip Code:
Telephone:	Fax:	
Email Address:		
Date:		

**7. Send a copy of this completed form to the AAA together with:**

- A clear, legible copy of the contract containing the parties' agreement to arbitrate disputes;
- The proper filing fee (filing fee information can be found in the Costs of Arbitration section of the Consumer Arbitration Rules); and
- A copy of the court order, if arbitration is court-ordered.

**8. Send a copy of the completed form and any attachments to all parties and retain a copy of the form for your records.**

To file by mail, send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

To file online, visit [www.adr.org](http://www.adr.org) and click on **File or Access Your Case** and follow directions. To avoid the creation of duplicate filings, the AAA requests that the filing documents and payment be submitted together. When filing electronically, no hard copies are required.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

Pursuant to New Jersey Statutes § 2A:23B-1 et seq, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the New Jersey Arbitration Act, and to all consumer arbitrations conducted in New Jersey. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

## EXHIBIT A

### Lyft AAA Arbitration Demand

#### Nature of Dispute/Claims and Relief Sought by Claimant

This is a tort/employment action involving Lyft's intentional misclassification of its drivers, failure to institute appropriate safety measures and training for these drivers, and the violent attack the Claimant Stuart Berman ("Claimant") suffered while driving for Lyft, which caused him lifelong damages.

#### **I. LYFT'S HISTORY OF VIOLENCE**

Lyft is a transportation company headquartered in San Francisco, California and is one of the fastest growing companies in the United States. As early as 2015, LYFT became aware of significant safety issues on its platform, which were resulting in physical assaults against both drivers and passengers alike. Complaints to Lyft by drivers who have been attacked by Lyft's riders, combined with subsequent criminal investigations by law enforcement, clearly establish that LYFT has been fully aware of continuing attacks against Lyft's drivers for many years.

Notwithstanding this knowledge, Lyft has long failed to exhibit transparency about the rate of violence on its platform. It has spent years inaccurately peddling itself as a safe employment and transportation option—substantially misleading the public and the Claimant. This lack of transparency and covering up of the true risk to drivers has in large part contributed to Claimant's damages. Highlighting this lapse, earlier this year, Lyft agreed to pay \$25 million to settle a shareholder suit alleging that Lyft hid from the public that safety concerns on the platform pose an "existential threat" to the company's business.

In 2021, Lyft released its "Community Safety Report" (the "Report") that purported to provide transparency regarding the prevalence of violence and sexual assault on the platform between 2017-2019. However, the Report was woefully inadequate and designed to obscure safety issues rather than reveal them. As an example, Lyft specifically noted in the Report, p. 4, that it had information regarding non-fatal instances of physical violence associated with the use of the platform, yet intentionally failed to address these attacks in the Report. Instead, it merely stated that 10 of those attacks resulted in death. As Claimant's case shows, there can be extreme and long-lasting impacts from a physical assault even if it does not cause the death of the victim. Given that Lyft has this information but made the calculated decision not to disclose it, the logical conclusion is that revealing the prevalence of physical violence during Lyft rides to the public would grievously harm the company's bottom line. Moreover, in a clear indication that Lyft's safety policies and procedures are not working, the Report revealed a *65% increase in sexual assault* in 2019. Given that sexual assault is only one kind of violence, it stands to reason that violence in general has skyrocketed on Lyft's platform.

#### **II. LYFT PRIORITIZES PROFITS OVER DRIVER SAFETY**

The key to Lyft's business model is getting as many new drivers on the road as possible, and as many rides booked as possible. The more drivers, the more rides, the more money Lyft makes. Unfortunately, Lyft prioritizes profits over driver safety. More careful training and supervision would result in fewer drivers and lower profits. That is why LYFT corporate management in San Francisco has made deliberate decisions to adopt inadequate initial screening

procedures for riders, inadequate safety monitoring, and has failed to warn existing and potential drivers of the dangers of working for LYFT.

The reality of working as a Lyft Driver is in stark contrast to the ‘woke’ image that Lyft portrays. Rather than the “safe, progressive alternative” to its competitors that Lyft spends millions of dollars marketing, Lyft has a serious safety problem and has been dismissive of reports of physical assault on the platform. Moreover, because Lyft has for years intentionally misclassified all of its driver-employees as independent contractors rather than employees, Claimant was not afforded basic legal protections that are designed to protect him from foreseeable danger on the job, compensate him for the terrible incident that occurred, and facilitate his recovery.

#### A. Inadequate Safety Measures

Although Lyft has proclaimed that it is “Committed to Driver Safety,” its safety measures are terribly inadequate. The primary safety features offered for Drivers are as follows: 1) a button in the Lyft App for drivers to contact emergency services, 2) a “No-Match Guarantee,” that ensures a Driver will not be matched with a passenger they have previously rated 3 stars or below, and 3) a “Critical Response Line,” that allows users to fill out a form if they have been in an accident. However, the majority of the so-called “protections” Lyft provides are not designed with the intention of preventing attacks and in practice have served only as a means of keeping Lyft apprised of attacks after they occur. Moreover, even when Drivers notify Lyft of an attack, Lyft fails to offer any them any meaningful redress and will often not cooperate with law enforcement absent a subpoena, warrant, or court order.

Lyft has the capability to monitor its drivers in real time through its app and mandated dashcams but declines to do so. If all Lyft rides were filmed—just as taxicab rides have been filmed for decades—many assaults likely would never occur. Moreover, Lyft has the ability to conduct reasonably-limited background checks, notify drivers of known threats, or even simply ensure reasonable precautions to verify the identity of all riders in the vehicle (including account holders’ guests). It takes none of these precautions, despite knowing of the high risk to drivers of physical harm. At the same time, Lyft refuses to let its drivers carry personal protection or self-defense tools. Lyft therefore increases the risk of harm to its drivers without taking reasonable precautions to safeguard them. In short, rather than taking reasonable precautions in support of its driver-employees, Lyft has intentionally and systematically failed to protect them. Claimant’s survival story is merely one example of an epidemic of Lyft drivers who have been the victim of violent crime in the course of their work.

#### B. Willful Misclassification

Lyft exercises substantial control over Lyft drivers, such as Claimant. Thus, under any relevant test, Lyft is the Claimant’s employer and thus owes very specific and statute-mandated duties. Lyft failed to uphold its responsibilities to provide Claimant a safe working environment, including taking reasonable precautions to ensure a safe working environment (such as cameras, basic training, etc.) and to prevent physical violence, sexual assault, and/or harassment.

The lack of training and remedies afforded to Lyft’s driver-employees such as Claimant was by design. Lyft misclassifies its drivers as independent contractors—not employees—with the purpose of denying them the most basic protections under the law, including protection from and remedies for physical assault. In its annual report for 2019, Lyft noted that various Drivers had challenged their classification as independent contractors, and although Lyft pledged “to

defend itself vigorously in these matters,” it has long been aware that its drivers should be properly classified as employees under prevailing case law. See Lyft, Inc., *Annual Report 2019*, 104 (2020). Nevertheless, Lyft has persisted in intentionally misclassifying its Lyft Drivers as independent contractors for the express purpose of realizing substantial cost-savings by refusing to provide its Drivers a panoply of benefits they would otherwise be entitled to under state and federal law, including (as relevant here), retaliation prohibitions, workers’ compensation insurance, and safe workplace requirements and training. Rather than protecting drivers like Claimant, who fuel and support its business, Lyft opted to protect its own bottom line at the expense of the drivers’ safety.

As a direct consequence of Lyft’s willful and illegal avoidance of its duties under the law, Claimant was unable to protect himself from his violent attack, received no training whatsoever on how to deal with such a horrible situation, and had little to no information about the strangers—including the Lyft Riders—Lyft paid him to transport in his vehicle. Due to Lyft’s intentional refusal to take reasonable precautions to prevent assaults and to implement an effective workplace safety program, Claimant’s risk of suffering physical assault was markedly heightened.

### **III. THE ATTACK**

Claimant Stuart Berman is an elderly man who drives for Lyft. On September 17, 2021, he was brutally assaulted by a Lyft rider in Stamford, CT, necessitating medical attention, brain surgery, and extensive physical therapy.

On the night in question, Mr. Berman accepted a ride assigned to him by Lyft, and picked up the male rider at an apartment complex. The rider was using his phone during the trip, having what seemed to be a heated conversation. When they were almost to his destination, the rider said, “Pull over, nigger.” This comment confused Mr. Berman, who previously had never been addressed in this manner. Out of nowhere, the Lyft rider started punching Mr. Berman in the head and face, approximately eight times. The rider then ran out of the car. Mr. Berman was conscious and called the police. They arrived and tried to stop the bleeding. Mr. Berman takes blood thinners, so they called for an ambulance.

When Claimant Berman got to the ER, he learned he had a broken nose. A scan showed one of the vessels in his brain was leaking. The hospital kept him overnight. Mr. Berman reported the incident to Lyft, and they advised they were going to put \$750 in his payment account. Mr. Berman required two surgeries for his brain injury. His brain shifted in his skull and a blood clot formed in his abdomen after being taken off of blood thinners due to the ruptured blood vessel in his brain. Mr. Berman had to undergo physical therapy for walking and balance. To this day, he is unable to walk or climb stairs at a normal speed. Mr. Berman also has a large, ridged scar on his head from the surgery. Since no hair grows on the scar tissue, it is very prominent which is a constant reminder of his assault. In addition to the physical injuries and recovery, Mr. Berman suffers from anxiety and fears men as a result of this assault.

### **IV. CLAIMS AND RELIEF SOUGHT**

Claimant seeks compensation for his financial, physical, and emotional damages flowing from his attack, as a result of Lyft’s negligent and reckless refusal to maintain a safe working environment, as well as its intentional misrepresentation of pertinent facts relating to the safety of its workforce.

Claimant seeks additional compensation for his damages arising from Lyft's illegal scheme to deprive him of appropriate remedies by misclassifying him as an independent contractor in violation of relevant state law.