

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

JANE DOE,

Plaintiff,

v.

LYFT, INC.; LYFT ILLINOIS, INC.;  
ANGELO MCCOY; and STERLING  
INFOSYSTEMS, INC. d/b/a STERLING  
TALENT SOLUTIONS,

Defendants.

No.

2017L011355  
CALENDAR/ROOM 0  
TIME 00:00  
PI Other

*Plaintiff Demands Trial By Jury*

**COMPLAINT AT LAW**

Plaintiff, JANE DOE, by and through her attorneys, TOMASIK KOTIN KASSERMAN, LLC, and complaining of the Defendants, LYFT, INC.; LYFT ILLINOIS, INC.; ANGELO MCCOY ("MCCOY"), and STERLING INFOSYSTEMS, INC. d/b/a STERLING TALENT SOLUTIONS ("STERLING"); states:

**GENERAL ALLEGATIONS**

**I. Defendant LYFT – A Transportation Networking Company**

1. This action arises from a calculated, violent, savage sexual assault perpetrated by LYFT driver MCCOY against LYFT passenger JANE DOE. On July 7, 2017 and into the early hours of July 8, 2017, LYFT driver MCCOY accosted JANE DOE with a knife, zip-tied JANE DOE's hands, and brutally and sexually assaulted JANE DOE in the back seat of a LYFT vehicle in a secluded alley. LYFT driver MCCOY's vicious attack on LYFT passenger JANE DOE included, but was not limited to, vaginal sexual assault.

2. After the vicious assault, LYFT driver MCCOY then drove from the alley. JANE DOE managed to escape from the LYFT vehicle when LYFT driver MCCOY stopped at a busy intersection on Chicago's north side.

3. Defendant LYFT, INC. ("LYFT" or "Company") is a popular and rapidly expanding "ride hailing" public transportation company and common carrier, providing transportation to the general public and, as such, is directly liable for its negligent hiring, supervision and retention of LYFT driver MCCOY, directly liable for advertising misrepresentations holding out their transportation services as a safer alternative to taxis for women like plaintiff DOE, and is vicariously liable for its agents and employees, such as defendant MCCOY, under the doctrine of *respondeat superior*. Accordingly, LYFT is vicariously liable for its employees' and actual and/or apparent agents' intentional and negligent torts, whether or not such acts are committed within the scope of employment. A common carrier must exercise the highest degree of safety for its passengers.

4. Since its inception in 2008, LYFT has grown rapidly into a multi-billion dollar enterprise with operations throughout the United States. LYFT boasts on its web site of its recent \$7.5 billion valuation as a result of its most recent funding round, closing at \$600 million. (<https://blog.lyft.com/posts/2017/4/10/lyft-raises-new-capital-to-continue-growth>). LYFT's phenomenal growth is due in large part to lax hiring and security screening processes and evasion of regulations that make it easy for individuals to become LYFT drivers. At the same time, LYFT has fraudulently marketed itself as a safer, better alternative to other methods of transportation, particularly targeting young intoxicated women and late night passengers.

5. LYFT's conduct evidences a conscious attitude and corporate policy of "profits over people" characterized by a willful disregard of the rights and safety of its passengers.

6. LYFT is a transportation networking company that provides a mobile application as an online enabled platform connecting passengers with drivers using personal vehicles. LYFT is a wildly popular and rapidly expanding “transportation network company,” whose digital smartphone application (“App”) allows people to order and pay for rides through their phones. Since starting in San Francisco in December 2008, LYFT has grown to operate in approximately 552 cities in the United States. The Company had a reported 315,000 regularly active drivers by the end of 2015. In October 2016, LYFT’s CEO indicated that the company was on track to complete 17 million rides for the month.

7. LYFT connects drivers and passengers through a downloadable App called “LYFT.” Individuals who have downloaded the App use it to make a transportation request. LYFT matches the rider with a LYFT driver who, also signed into the LYFT App, picks up the rider and drives them to a destination. LYFT chooses what information to provide to the drivers and when to provide it. LYFT typically does not disclose the rider’s destination until the ride begins. App users must pay LYFT for the ride with a credit card authorized through the App. LYFT establishes the rate for a given ride (rates are variable depending on demand levels, promotional deals, and other factors), collects the fare, pays the driver a share of the fare collected, and retains the remainder. LYFT drivers typically remain unaware of the total amount LYFT collects for a particular ride.

8. To provide rides quickly and efficiently, LYFT’s business model requires a large pool of drivers to transport the general public. To accomplish this, LYFT solicits and retains tens of thousands of non-professional drivers. LYFT markets to potential drivers on its website, where it states: “Whether you’re trying to offset costs of your car, cover this month’s bills, or fund your dreams, Lyft will get you there. So, go ahead. Be your own boss.” After these drivers are hired by

LYFT, LYFT makes the drivers available to the public to provide transportation services through its App.

**A. LYFT – A Common Carrier Under Illinois Law**

9. LYFT offers to carry and transport members of the general public, and holds itself out to the public generally and provides such services for profit.

10. LYFT messaging and advertisements contain the statement: “Riding with Lyft costs less than a taxi, which makes getting around wallet-friendly. Count on Lyft to get you around cities big and small, all over the United States.” Thus, LYFT communicates that it is a transportation company providing rides to the general public.

11. In 2016, LYFT provided 160 million rides to members of the public, up from 53 million in 2015.

12. LYFT is available to the general public through the App available for anyone to download on a smartphone.

13. Neither drivers nor riders are charged a fee to download the LYFT App. LYFT’s sole source of revenue is from charges to riders for trips taken.

14. LYFT charges customers standardized fees for car rides, setting its fare prices without driver input. Drivers may not negotiate fares.

15. LYFT policy prohibits drivers from refusing to provide services based on race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation.

16. LYFT expects its drivers to comply with all relevant state, federal, and local laws governing the transportation of riders with disabilities, including transporting service animals. LYFT specifically instructs its drivers on accessibility for riders with disabilities.

**B. LYFT Employs Tens of Thousands of Drivers Who Lack Specialized Skills**

17. LYFT's business model depends on having a large pool of non-professional drivers to transport the general public.

18. There are no specialized skills needed to drive for LYFT. By its own admission, anyone can drive for LYFT if they meet the minimum requirements of being over 21 years of age with a valid U.S. driver's license, at least one year of driving experience in the U.S., and an eligible four-door vehicle. LYFT does not charge a fee for driver applications.

19. By its own admission, jurisdictions that have strict regulations on driver qualifications make it difficult for LYFT to hire enough drivers.

20. LYFT controls its drivers' contacts with its customer base and considers its customer list to be proprietary information.

21. LYFT does not charge drivers a fee to receive notifications of ride requests mediated through the LYFT App.

22. LYFT's fare prices for riders are set exclusively by the Company and its executives. Drivers have no input on fares charged to customers. Drivers are not permitted to negotiate with customers on fares charged. LYFT retains the right and the ability to adjust charges to riders if the Company determines that a driver took a circuitous route to a destination.

23. LYFT processes the fare for each ride. It does not give the drivers information about the amount of the fare charged to the riders. LYFT then pays the drivers directly.

24. LYFT provides auto insurance for drivers that do not maintain sufficient insurance on their own. Insurance provided by LYFT covers incidents occurring while a driver is connected online with the LYFT App, with coverage increasing when a passenger is in the vehicle.

25. LYFT provides its drivers with logo stickers for their windshield and rear window and trains them that these stickers must be displayed in a uniform manner.

26. LYFT attempts to impose uniformity in the conduct of its drivers. LYFT policy mandates that all drivers: (i) Dress professionally; (ii) Send the customers requesting rides a text message when the driver is 1-2 minutes away from the pickup location; (iii) Keep the radio either off or on “soft jazz or NPR;” (iv) Open the door for riders; (v) Pick up customers on the correct side of the street where the customer is standing; (vi) In some cities, LYFT requires drivers to display a LYFT sign in the windshield; and (vii) LYFT encourages drivers to offer breath mints and water to riders.

27. LYFT retains a fee of approximately 20-25% of every ride charged to a customer.

28. LYFT retains the right to terminate drivers at will, with or without cause. LYFT uses rider feedback to discipline or terminate drivers.

29. LYFT processes and deals with customer complaints regarding drivers, and maintains the driver rating system used by customers.

30. In some locations, LYFT rewards drivers that maintain a high acceptance rate for ride requests, total number of hours online, total number of completed trips, and positive customer rating by providing a “Power Driver Bonus” and an “Average Hourly Guarantee” that sets a specific hourly pay that drivers receive, tantamount to a wage.

31. At times, LYFT incentivizes drivers to remain employees by paying a minimum rate to log into the App, accept 90% of ride requests, and be online 50 out of 60 minutes. The result of such incentive programs is that drivers are guaranteed a minimum amount of pay from LYFT regardless of actual work performed, tantamount to a salary.

**C. Systemic Deficiencies in LYFT's Employment and Supervision of its Drivers**

32. To become a driver for LYFT, individuals apply through LYFT's website. The application process is entirely online and involves filling out a few short forms and uploading photos of a driver's license, vehicle registration, and proof of insurance. LYFT does not verify that the documents submitted are accurate or actually pertain to the applicant.

33. LYFT does not verify vehicle ownership. Rather, it only requires that the vehicle is registered and is not more than twelve years old.

34. Neither LYFT nor its third-party vendors require driver applicants to attend training classes on driving skills or using mobile Apps while driving.

35. Neither LYFT nor its third-party vendors require driver applicants to pass road vehicle tests or vision and hearing exams.

36. LYFT is and has been aware that its security screening processes are insufficient to prevent incompetent and unsafe applicants from successfully registering as LYFT drivers.

37. Upon information and belief, LYFT lobbies state and local governments to allow LYFT to conduct its own background checks of driver applicants instead of having municipalities perform the more stringent security screening applied to traditional taxi drivers. LYFT has successfully persuaded lawmakers in several states to keep background check requirements for its drivers limited.

38. Upon information and belief, even where authorized to do so, however, LYFT does not perform its own background checks. Rather, LYFT generally outsources background checks of driver applicants to third party vendors, such as Defendant STERLING, that do not perform stringent background checks. The background checks run potential drivers' social security numbers through databases similar to those held by private credit agencies, which only go back

for a period of seven years and do not capture all arrests and/or convictions. The background checks conducted by private companies for LYFT do not require fingerprinting for comparison against Department of Justice, Federal Bureau of Investigation, and Chicago Police Department databases. Neither LYFT nor the third-party vendors it uses for background checks verifies that the information provided by applicants is accurate or complete.

39. In Chicago, it has been reported that the city of Chicago has demanded that LYFT replace its background checker, Defendant STERLING, review all of its drivers, and conduct random audits.

40. The application process to become a LYFT driver is simple, fast, and designed to allow the Company to hire as many drivers as possible while incurring minimal associated costs. Such cost saving, however, is at the expense of riders, especially female riders. Specifically, at no time during the application process does LYFT or its third-party background check vendor, acting on LYFT's behalf, do any of the following: (i) Conduct Live Scan biometric fingerprint background checks of applicants; (ii) Conduct in-person interviews of applicants; (iii) Verify vehicle ownership; (iv) Verify that social security numbers and other personal identification numbers submitted in the application process in fact belong to the applicants; (v) Require applicants to attend training classes on driving skills; (vi) Require applicants to attend training classes to prevent harassment, including sexual harassment of customers; (vii) Require applicants to attend training classes to hone skills needed to safely use mobile Apps while driving; (viii) Require applicants to pass written examinations beyond basic "city knowledge" tests; (ix) Require applicants to pass road vehicle tests; and (x) Require applicants to pass vision and hearing exams.

41. As a result of LYFT's deficient security screening, drivers who have been arrested, charged, and/or convicted of violent crimes, theft, armed robbery, DWI, driving with a suspended



license, and multiple moving violations successfully register as LYFT drivers and can and do get matched with LYFT ride requests through the LYFT App, exposing riders to dangerous and potentially violent situations without their knowledge.

42. LYFT does not verify that the individual operating a vehicle is the individual registered as a LYFT driver. Thus, even if applicants do not pass the LYFT security screening process, it is still possible for such individuals to pick up LYFT customers as ostensible LYFT drivers.

43. LYFT does nothing to ensure that its drivers are not intoxicated or under the influence of drugs or medication while providing transportation for LYFT customers.

44. LYFT does not verify whether its drivers are armed or concealing any weapons when they pick up LYFT customers.

45. Because of LYFT's deficient security screening, its customers have no idea with whom they are riding.

46. According to [www.whosdrivingyou.org](http://www.whosdrivingyou.org), at the time of filing this complaint, drivers for LYFT and other ride-sharing companies have allegedly perpetrated 333 sexual assaults, 78 assaults, 14 kidnappings, and have been responsible for 40 deaths.

47. Concerns about the threat LYFT drivers pose to their riders are well known to LYFT and its executives. In the years 2015 and 2016 alone, dozens of crimes committed by LYFT drivers against their riders were reported, ranging from theft to sexual assault, kidnapping, and rape. LYFT drivers have also been reported driving drunk.

48. LYFT has placed profits over safety by deliberately lowering the bar for drivers in order to rapidly expand its network of drivers and, thus, its profits. This is a calculated decision by senior executives to allow LYFT to dominate the emerging rideshare market at the expense of

public safety.

49. LYFT has accomplished its aggressive expansion by inviting people without skills or experience to become LYFT drivers, flouting licensing laws and vehicle safety and consumer protection regulations, implementing lax hiring standards, and making it as easy as possible for anyone to become and remain a driver.

50. Consistent with its policy of putting profits before public safety, LYFT deliberately focuses its hiring and retention efforts on branding and appearances, encouraging clean dress, and encouraging drivers to offer water and mints to customers, while simultaneously avoiding rigorous background checks and other efforts aimed at safety. LYFT holds itself out as a safe, reliable provider of transportation services with the standards of safety that consumers expect from a large, reputable, well-run corporation.

51. Crimes committed by LYFT drivers have become so commonplace that LYFT has prepared and recycled on numerous occasions a canned statement expressing regret but assuring the news media that LYFT “stands ready” to assist in subsequent investigations:

- a. In a November 2, 2017 statement to the media following an alleged rape of a LYFT passenger by a LYFT driver in Austin, Texas, LYFT issued the following statement: “These allegations are incredibly disturbing. . . . [W]e stand ready to assist law enforcement.”
- b. In an October 8, 2017 statement to the media following an alleged kidnapping of LYFT passengers near Orlando, Florida, LYFT issued the following statement: “What’s being described here is completely inappropriate. . . . We stand ready to assist law enforcement in any investigation.”
- c. In an August 3, 2017 statement to the media following an alleged rape of a LYFT passenger by a LYFT driver in Rancho Bernardo, California, LYFT issued the following statement: “What is being described here is horrifying. . . . We have reached out to law enforcement for additional information and stand ready to assist in their investigation.”

- d. In a July 24, 2017 statement to the media following the incident alleged in this Complaint, LYFT issued the following statement: “These allegations are sickening and horrifying . . . We stand ready to assist law enforcement in their investigation.”

52. Despite LYFT’s assurances that it “stands ready to cooperate with law enforcement,” in JANE DOE’s case, LYFT failed to respond to inquiries from the Chicago Police Department and did not operate a 24 hour help line for overnight Chicago Police Department officers to contact in furtherance of their investigation.

**D. LYFT Fraudulently Markets Itself as a Safer, Better Alternative to Taxis**

53. Nevertheless, LYFT has misled and continues to knowingly mislead the public about the safety and security measures it employs to protect its passengers. Despite the known deficiencies in LYFT’s security screening processes, LYFT holds itself out to the public as “safe.” Rather than inform riders of its security failures or correct the flaws, LYFT presents itself to customers as “design[ing] safety into every part of LYFT.”

54. LYFT has misrepresented to its customers on its website that: “Safety is our top priority and it is our goal to make every ride safe, comfortable, and reliable. Since the beginning, we have worked hard to design policies and features that protect our community. People say they use LYFT because they feel safe with our drivers, which is a product of this commitment.”

55. LYFT has actively fostered and successfully cultivated an image among its customers of safety and superiority to public transportation and traditional taxis.

56. LYFT has not taken steps to correct its public image of safety. Instead, because of LYFT’s ongoing aggressive marketing, most LYFT customers are generally unaware of the real risks presented by LYFT’s own drivers, and continue to believe a ride with LYFT is a safer and better alternative.

57. Though, in certain circumstances, a LYFT ride can be less expensive than a

traditional taxi, LYFT rides are often more expensive. This is true, in part, because of a practice called “prime time” pricing, in which LYFT unilaterally increases its fees by a multiplier based on demand conditions. While intended to ensure that rides go to those who need them most, in effect, prime time pricing ensures that rides during peak hours go to those willing to pay the most.

58. Riders, such as plaintiff JANE DOE reasonably rely on LYFT’s representations and promises about its safety and security measures including driver screening and background check procedures. LYFT’s riders choose to utilize LYFT’s service as a result of this reliance.

**E. LYFT’s Marketing Targets Intoxicated Female Riders**

59. As part of marketing itself as a better, safer alternative, LYFT particularly targets the market of intoxicated, late night riders. By its own admission, LYFT is “your new designated driver.”

60. In 2016, LYFT collaborated with Budweiser to “combat drunk driving.” The press release goes on to state “everybody deserves a designated driver, even if you are on a tight budget.”

61. LYFT does not inform its riders that hailing a ride after drinking also puts those same riders in peril from the LYFT drivers themselves. The safe and stylish image LYFT aggressively cultivates suggests to its customers that riding while intoxicated with LYFT is safer than doing the same with a traditional taxi. By marketing heavily to young persons who have been drinking, while claiming that rider safety is its top priority, LYFT is actually putting its customers at grave risk.

62. LYFT knew that its representations and promises about rider safety were false and misleading, yet continued to allow its passengers to believe in the truth of its representations and promises, and to profit from its passengers’ reliance on such representations and promises.

**F. LYFT Knew Its Representations About Safety Were False, and Knew that Its Hiring Processes Were Deficient**

63. Based on the aforementioned, sexual assaults by LYFT drivers against passengers are not isolated or rare occurrences. They are part of a known pattern of heinous, but avoidable, attacks.

64. Upon information and belief, due to general underreporting of sexual crimes, these media-reported assaults represent only a small fraction of the number of actual sexual assaults perpetrated by LYFT drivers against riders.

**G. MCCOY was an Actual and/or Apparent Agent of LYFT, a Common Carrier Liable for Intentional Torts Under Illinois Law**

65. At all times relevant, plaintiff JANE DOE relied on LYFT's calculated, targeted marketing, including the cloaking of the LYFT vehicle with LYFT trade dress, to inform her belief that MCCOY was an actual and/or apparent agent of LYFT.

66. At all times relevant, LYFT held itself out as a provider of transportation services, and JANE DOE neither knew nor should have known that MCCOY was not an employee of LYFT.

67. At all times relevant, JANE DOE did not choose MCCOY, but relied upon LYFT to provide transportation services.

**H. LYFT Knew or Should Have Known that MCCOY Has a Criminal History That Included Charges for Theft, DUI, and Multiple Weapons Charges, That Made Him a Danger to LYFT Passengers, Including JANE DOE**

68. On or around December 10, 2013, MCCOY was arrested for and charged with retail theft, a crime of dishonesty and sentenced on January 3, 2014.

69. On or around March 6, 2003, MCCOY was arrested for and charged with possession of cannabis.

70. On or around September 5, 1999, MCCOY was arrested for and charged with

driving under the influence of alcohol.

71. On or around February 21, 1998, MCCOY was arrested for and charged with possession of cannabis.

72. On or around October 17, 1994, MCCOY was arrested for and charged with possession of a firearm, and convicted on March 8, 1995.

73. On or around August 6, 1989 was arrested for and charged with participating in mob action and failing to disperse.

74. On March 12, 1986, MCCOY was arrested for and charged with unlawful use of a weapon.

**I. Following the Sexual Attack, LYFT Cut Off JANE DOE's Access to the LYFT App, and After JANE DOE Reported the Horrific Sexual Assault She Had Endured, LYFT Emailed and Referred JANE DOE to [lyft.com/help](http://lyft.com/help)**

75. On or around July 8, 2017, JANE DOE reported to LYFT that one of its drivers had sexually assaulted her.

76. LYFT's "Trust & Safety" Department responded that they were "happy to cooperate" with law enforcement, but only upon receipt of "a subpoena or formal legal order."

77. In a particularly callous and indifferent response, rather than provide assistance, LYFT cut off JANE DOE's access to the LYFT App and referred her to a generic "Help" portion of LYFT's website: <http://lyft.com/help>.

**II. Plaintiff, JANE DOE**

78. At all relevant times, Plaintiff JANE DOE resided in Cook County, Illinois.

79. Plaintiff JANE DOE began using LYFT long before the incident. JANE DOE believed and relied on LYFT's targeted, focused marketing and representations that it was a safe, high-quality car service. She believed LYFT was safe based on LYFT advertising, and from her

experience taking LYFT rides with friends who already had the LYFT App. She rode in cars decorated with the LYFT logo and trade dress, and was impressed by the deliberate appearance, which LYFT had cultivated, that these were well-maintained, clean cars, driven by professional LYFT drivers employed by LYFT. At all relevant times, JANE DOE believed that LYFT was a well-operated and well-managed, reputable corporation that employed safe drivers.

80. The LYFT logo has gained a near iconic status on roads in Chicago and nationwide, and was instantly recognizable to JANE DOE:



81. For years before the incident, plaintiff JANE DOE saw numerous LYFT advertisements representing that LYFT offered safer and cleaner rides than taxis provided, and that it was a safe and reliable option for female passengers. She was exposed to this advertising in a variety of ways, including contact through email, internet advertising, local advertising, and through the App itself.

82. Plaintiff JANE DOE relied on and continued to rely on LYFT's advertisements regarding safety, professionalism, and reliability in choosing to ride with LYFT on a repeat basis.

83. At approximately 11:00 p.m. on July 7, 2017, Plaintiff JANE DOE ordered a LYFT vehicle using the LYFT App.

84. Shortly thereafter, LYFT driver MCCOY picked up plaintiff JANE DOE. She got into his vehicle based on her understanding that he was a professional driver, that he was a LYFT

employee acting on LYFT's behalf, and that he was vetted by LYFT and held to what she believed were LYFT's high standards of safety and professionalism.

85. Immediately following plaintiff JANE DOE's entering the vehicle, and unbeknownst to JANE DOE, MCCOY cancelled the ride and travelled away from plaintiff JANE DOE's intended destination. JANE DOE sat in the back seat of the LYFT vehicle. JANE DOE fell asleep shortly after entering the vehicle. After driving for approximately 15 minutes, MCCOY pulled the LYFT vehicle into a secluded alley on Chicago's north side.

86. Shortly after parking in the secluded alley, MCCOY exited the LYFT vehicle, and re-entered the vehicle through a rear door. LYFT driver MCCOY took LYFT passenger JANE DOE's smartphone. LYFT driver MCCOY then brandished and threatened LYFT passenger JANE DOE with a knife, before zip-tying her hands. LYFT driver MCCOY then repeatedly, violently, and savagely sexually assaulted JANE DOE.

### **III. LYFT'S Terms And Conditions Are Not Binding On Plaintiff**

87. When a prospective customer downloads the LYFT App to her phone, she is directed to a screen promising "Safe, reliable rides in minutes." The registration process can be completed without opening or viewing the Terms and Conditions.

88. At no point did plaintiff JANE DOE assent to or agree to the Terms and Conditions to the LYFT App.

89. At no point did LYFT require that she view the Terms and Conditions.

90. At no point did LYFT require that she open an electronic link to the Terms and Conditions, nor did the App make it appear that there was a link she could follow to read the Terms and Conditions.

91. At no point was plaintiff JANE DOE asked to affirm that she had read the Terms



and Conditions.

92. The full Terms and Conditions were never mailed, emailed, or otherwise provided to plaintiff JANE DOE.

93. The Terms and Conditions are deliberately hidden, and difficult to access, navigate, and read should a rider wish to find them.

94. LYFT retains the exclusive right to unilaterally change the Terms and Conditions. It includes a provision in its Terms and Conditions that contractual changes are effective once posted on its website.

95. Plaintiff JANE DOE was not provided conspicuous notice of the existence of applicable contract terms when she downloaded the App.

96. Plaintiff JANE DOE was not required to, nor did she, review any applicable contract terms.

## COUNT I

### **JANE DOE v. LYFT, INC.**

#### **Negligence, Negligent Hiring, Negligent Supervision and Negligent Retention**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. LYFT owed plaintiff JANE DOE a duty of reasonable care in the hiring, training, and supervision of its drivers.

98. On and before July 7, 2017, LYFT breached that duty in one or more of the following respects:

- a. Failed to conduct an adequate background check of MCCOY;
- b. Failed to deny MCCOY authority to operate as a LYFT driver;
- c. Permitted MCCOY to pose a danger and threat to the riding public, including plaintiff JANE DOE;

- d. Failed to conduct an in-person interview of MCCOY to determine his fitness to engage with vulnerable riders, such as plaintiff JANE DOE;
- e. Failed to conduct Live Scan biometric fingerprint background checks of applicants;
- f. Failed to conduct in-person interviews of applicants; and/or
- g. Failed to require applicants to attend training classes to prevent harassment, including sexual harassment of customers.

99. As a proximate result of one or more of the aforementioned negligent acts, plaintiff was caused to be violently attacked and sexually assaulted, and suffered severe and permanent personal and pecuniary injuries.

WHEREFORE, Plaintiff JANE DOE, demands judgment against LYFT, INC. in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County.

## COUNT II

### JANE DOE v. LYFT, INC.

#### Fraud

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. LYFT made false representations and false promises.

98. LYFT falsely represented to plaintiff JANE DOE that it provided a safe alternative to driving at night after drinking. LYFT represented that its drivers were properly screened and were safe. LYFT promised that it was better and safer than a taxi or public transit. LYFT promised plaintiff JANE DOE the safest ride possible.

99. LYFT falsely represented to plaintiff JANE DOE that its rides were safe and that its drivers were safe.

100. LYFT knew these representations were false and intended for customers like JANE DOE to rely on them.

101. LYFT knew that its security screening was deficient, that its background checks were below industry standards and that its drivers were not trained or supervised, or given sexual harassment and abuse standards. LYFT knew that numerous women had been assaulted by LYFT drivers. LYFT knew that it was not safe for intoxicated women to get into cars with its drivers. LYFT intentionally concealed these facts and deliberately represented the opposite – that its drivers offered the safest options for solo women who have consumed alcohol seeking late night transportation.

102. Plaintiff JANE DOE relied on LYFT's deliberate misrepresentations to her detriment, which caused her serious, permanent harm. If plaintiff JANE DOE had known the facts LYFT concealed about its service, its security screening, and its drivers, she would not have accepted a ride with MCCOY. LYFT failed to provide plaintiff JANE DOE with a safe ride.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against LYFT, INC. in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

### **COUNT III**

**JANE DOE v. LYFT, INC.**

#### **Assault and Battery**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. At all times relevant, MCCOY was acting within the scope of his employment as an actual and/or apparent agent of LYFT, INC.

98. At all times relevant, JANE DOE was a lawful passenger in the aforementioned LYFT vehicle, which was being operated for the benefit of LYFT, INC.

99. At said time and place, MCCOY made unwanted and unpermitted sexual physical contact with JANE DOE that included, but was not limited to, vaginal sexual assault, and continued to make contact with JANE DOE despite her objections and physical attempts to stop him.

100. The aforementioned contact by MCCOY was without the consent of JANE DOE and was without provocation, cause or necessity.

101. LYFT, INC., as a common carrier, owed the highest duty of care to provide a safe environment for its patrons that were lawfully in its vehicles.

102. At the time and place aforesaid, the plaintiff was injured physically and emotionally as a direct result of the assault and battery by MCCOY, individually, and as an actual and/or apparent agent of LYFT, INC.

103. As a direct and proximate result of the aforesaid sexual assault and battery of the Defendants, JANE DOE was then and there caused to suffer extreme anguish, pain and suffering, and will in the future suffer extreme mental anguish, pain and suffering, all of which injuries are permanent and they have been and will keep JANE DOE from attending to her ordinary affairs and duties and have caused her to become liable for large sums of money for medical and hospital care and attention.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against LYFT, INC. in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

**COUNT IV**

**JANE DOE v. LYFT, INC.**

**False Imprisonment**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. LYFT driver MCCOY, as an actual and/or apparent agent and/or employee, refused to let JANE DOE exit his car. As a result, JANE DOE was confined in the LYFT vehicle against her will.

98. LYFT driver MCCOY intentionally deprived JANE DOE of her freedom of movement by use of physical barriers, force, threats of force, and menace.

99. The confinement compelled JANE DOE to stay in the car for some time against her will and without her consent.

100. JANE DOE was harmed by MCCOY's conduct.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against LYFT, INC. in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

**COUNT V**

**JANE DOE v. LYFT ILLINOIS, INC.**

**Negligence, Negligent Hiring, Negligent Supervision and Negligent Retention**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. At all relevant times, LYFT ILLINOIS, INC. was a corporation doing business in Chicago, Cook County, Illinois.

98. LYFT ILLINOIS, INC. owed plaintiff JANE DOE a duty of reasonable care in the hiring, training, and supervision of its drivers.

99. On and before July 7, 2017, LYFT ILLINOIS, INC. breached that duty in one or more of the following respects:

- a. Failed to conduct an adequate background check of MCCOY;
- b. Failed to deny MCCOY authority to operate as a LYFT driver;
- c. Permitted MCCOY to pose a danger and threat to the riding public, including plaintiff JANE DOE;
- d. Failed to conduct an in-person interview of MCCOY to determine his fitness to engage with vulnerable riders, such as plaintiff JANE DOE;
- e. Failed to conduct Live Scan biometric fingerprint background checks of applicants;
- f. Failed to conduct in-person interviews of applicants; and/or
- g. Failed to require applicants to attend training classes to prevent harassment, including sexual harassment of customers.

100. As a proximate result of one or more of the aforementioned negligent acts, plaintiff was caused to be violently attacked and sexually assaulted, and suffered severe and permanent personal and pecuniary injuries.

WHEREFORE, Plaintiff JANE DOE, demands judgment against LYFT ILLINOIS, INC. in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County.

### COUNT VI

#### JANE DOE v. LYFT ILLINOIS, INC.

##### Fraud

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. At all relevant times, LYFT ILLINOIS, INC. was a corporation doing business in Chicago, Cook County, Illinois.

98. LYFT ILLINOIS, INC. made false representations and false promises.

99. LYFT ILLINOIS, INC. falsely represented to plaintiff JANE DOE that it provided a safe alternative to driving at night after drinking. LYFT ILLINOIS, INC. represented that its drivers were properly screened and were safe. LYFT ILLINOIS, INC. promised that it was better and safer than a taxi or public transit. LYFT ILLINOIS, INC. promised plaintiff JANE DOE the safest ride possible.

100. LYFT ILLINOIS, INC. falsely represented to plaintiff JANE DOE that its rides were safe and that its drivers were safe.

101. LYFT ILLINOIS, INC. knew these representations were false and intended for customers like JANE DOE to rely on them.

102. LYFT ILLINOIS, INC. knew that its security screening was deficient, that its background checks were below industry standards and that its drivers were not trained or supervised, or given sexual harassment and abuse standards. LYFT ILLINOIS, INC. knew that numerous women had been assaulted by LYFT ILLINOIS, INC. drivers. LYFT ILLINOIS, INC. knew that it was not safe for intoxicated women to get into cars with its drivers. LYFT ILLINOIS, INC. intentionally concealed these facts and deliberately represented the opposite – that its drivers offered the safest options for solo women who have consumed alcohol seeking late night transportation.

103. Plaintiff JANE DOE relied on LYFT ILLINOIS, INC.'s deliberate misrepresentations to her detriment, which caused her serious, permanent harm. If plaintiff JANE DOE had known the facts LYFT ILLINOIS, INC. concealed about its service, its security screening, and its drivers, she would not have accepted a ride with MCCOY. LYFT ILLINOIS, INC. failed to provide plaintiff JANE DOE with a safe ride.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against LYFT ILLINOIS, INC.

in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

**COUNT VII**

**JANE DOE v. LYFT ILLINOIS, INC.**

**Assault and Battery**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. At all relevant times, LYFT ILLINOIS, INC. was a corporation doing business in Chicago, Cook County, Illinois.

98. At all times relevant, MCCOY was acting within the scope of his employment as an actual and/or apparent agent of LYFT ILLINOIS, INC.

99. At all times relevant, JANE DOE was a lawful passenger in the aforementioned LYFT vehicle, which was being operated for the benefit of LYFT ILLINOIS, INC.

100. At said time and place, MCCOY made unwanted and unpermitted sexual physical contact with JANE DOE that included, but was not limited to, vaginal sexual assault, and continued to make contact with JANE DOE despite her objections and physical attempts to stop him.

101. The aforementioned contact by MCCOY was without the consent of JANE DOE and was without provocation, cause or necessity.

102. LYFT ILLINOIS, INC., as a common carrier, owed the highest duty of care to provide a safe environment for its patrons that were lawfully in its vehicles.

103. At the time and place aforesaid, the plaintiff was injured physically and emotionally as a direct result of the assault and battery by MCCOY, individually, and as an actual and/or apparent agent of LYFT ILLINOIS, INC.

104. As a direct and proximate result of the aforesaid sexual assault and battery of the



Defendants, JANE DOE was then and there caused to suffer extreme anguish, pain and suffering, and will in the future suffer extreme mental anguish, pain and suffering, all of which injuries are permanent and they have been and will keep JANE DOE from attending to her ordinary affairs and duties and have caused her to become liable for large sums of money for medical and hospital care and attention.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against LYFT ILLINOIS, INC. in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

### COUNT VIII

#### JANE DOE v. LYFT ILLINOIS, INC.

##### **False Imprisonment**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. LYFT driver MCCOY, as an actual and/or apparent agent and/or employee, refused to let JANE DOE exit his car. As a result, JANE DOE was confined in the LYFT vehicle against her will.

98. LYFT driver MCCOY intentionally deprived JANE DOE of her freedom of movement by use of physical barriers, force, threats of force, and menace.

99. The confinement compelled JANE DOE to stay in the car for some time against her will and without her consent.

100. JANE DOE was harmed by MCCOY's conduct.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against LYFT, INC. in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

COUNT IX

**JANE DOE v. ANGELO MCCOY**

**Assault and Battery**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. At said time and place, MCCOY made unwanted and unpermitted sexual physical contact with JANE DOE that included, but was not limited to, vaginal sexual assault, and continued to make contact with JANE DOE despite her objections and physical attempts to stop him.

98. The aforementioned contact by MCCOY was without the consent of JANE DOE and was without provocation, cause or necessity.

99. At the time and place aforesaid, the plaintiff was injured physically and emotionally as a direct result of the assault and battery by MCCOY.

100. As a direct and proximate result of the aforesaid sexual assault and battery of the Defendants, JANE DOE was then and there caused to suffer extreme anguish, pain and suffering, and will in the future suffer extreme mental anguish, pain and suffering, all of which injuries are permanent and they have been and will keep JANE DOE from attending to her ordinary affairs and duties and have caused her to become liable for large sums of money for medical and hospital care and attention.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against ANGELO MCCOY in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

**COUNT X**

**JANE DOE v. MCCOY**

**False Imprisonment**

1-96. Plaintiff realleges and repeats paragraphs 1 - 96, as though fully set forth herein.

97. LYFT driver MCCOY, as an actual and/or apparent agent and/or employee, refused to let JANE DOE exit his car. As a result, JANE DOE was confined in the LYFT vehicle against her will.

98. LYFT driver MCCOY intentionally deprived JANE DOE of her freedom of movement by use of physical barriers, force, threats of force, and menace.

99. The confinement compelled JANE DOE to stay in the car for some time against her will and without her consent.

100. JANE DOE was harmed by MCCOY's conduct.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against ANGELO MCCOY in an amount greater than the jurisdictional limit of the Law Division of the Circuit Court of Cook County.

**COUNT XI**

**JANE DOE v. STERLING TALENT SOLUTIONS**

**Negligence**

1-96. Plaintiff adopts and alleges paragraphs 1-96 as though fully set forth herein.

97. On and before July 7, 2017, STERLING was a corporation in the business of providing commercial criminal background checks doing business in Chicago, Cook County, Illinois.

98. On and before said time and place, STERLING had a registered agent at 801 Adlai Stevenson Drive in Springfield, Illinois.

99. Before said time and place, STERLING contracted with Defendant LYFT, INC., and/or Defendant, LYFT ILLINOIS, INC., to conduct criminal background checks of potential LYFT drivers who would be operating LYFT vehicles in Chicago, Cook County, Illinois.

100. Before said time and place, STERLING conducted criminal background checks of LYFT drivers, including ANGELO MCCOY.

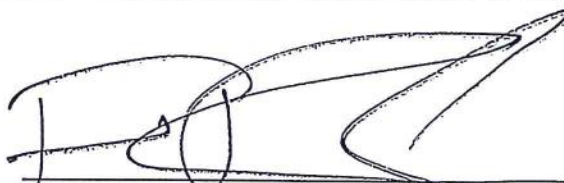
101. On and before said time and place, STERLING had a duty to exercise reasonable care in conducting background checks of LYFT drivers who transport members of the general public, including JANE DOE.

102. On and before said time and place, STERLING, was negligent in one or more of the following respects:

- a. Failed to conduct an adequate background check of ANGELO MCCOY.

103. As a proximate result of one or more of the foregoing negligent acts and/or omissions of Defendant, STERLING, Plaintiff was sexually assaulted, and suffered personal and pecuniary injuries.

WHEREFORE, Plaintiff, JANE DOE, demands judgment against Defendant, STERLING INFOSYSTEMS, INC. d/b/a STERLING TALENT SOLUTIONS, in an amount in excess of the minimum amount required for jurisdiction in the Law Division of the Circuit Court of Cook County, Illinois.



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