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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 ERICA HOLLAND,

12 Petitioner,

13 vs.

14 UBER TECHNOLOGIES, INC.; DOES 1-100,

15 Respondent.

) Case No:

) **COMPLAINT FOR:**

- 16) 1. NEGLIGENT HIRING, SUPERVISION
17) AND RETENTION
18) 2. INTENTIONAL
19) MISREPRESENTATION
20) 3. NEGLIGENT MISREPRESENTATION
21) 4. BATTERY
22) 5. SEXUAL BATTERY
23) 6. ASSAULT
24) 7. VIOLATION OF CAL. CIV. CODE §
25) 51.7 - RALPH ACT
26) 8. VIOLATION OF CAL. CIV. CODE §
27) 52.1 - BANE ACT
28) 9. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS

) **DEMAND FOR JURY TRIAL**

24
25 Plaintiff Erica Holland (hereafter “Ms. Holland”), by and through undersigned counsel The
26 Bloom Firm, as her Complaint against Defendants Uber Technologies, Inc. (hereafter “Uber”) and
27 DOES 1-100, hereby alleges as follows:

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INTRODUCTION

1. This action arises out of an incident that occurred on June 9, 2017, in Los Angeles County, California. On that evening, Ms. Holland was sexually battered and assaulted by Uber employee and driver, “Hamzik.” Ms. Holland joins over 200 other female victims who had been sexually assaulted by Uber drivers – possibly thousands.

2. Ms. Holland alleges that Uber, as a transportation company and common carrier, is directly liable for its negligent hiring, supervision, and retention of Hamzik, directly liable for its advertising misrepresentations holding out its transportation service as “a ride you can trust” with “safe rides” for women like Ms. Holland, and vicariously liable for Hamzik’s tortious conduct against Ms. Holland.

3. Since its inception in 2010, Uber has grown rapidly into a multi-billion dollar enterprise with operations worldwide. Uber’s phenomenal growth is due in large part to its lax hiring and security screening processes. At the same time, Uber has fraudulently marketed itself as a safer, better alternative to other methods of transportation.

4. Uber’s conduct evidences a conscious attitude and corporate policy of “profits over people” characterized by a willful and knowing disregard of the rights and safety of others, especially women.

PARTIES

5. Ms. Holland is an adult woman who is a California citizen and currently resides in Los Angeles, California. She is a producer, choreographer and performer. Ms. Holland only began using Uber after becoming persuaded that Uber was a safe, high-quality car service. She gained this impression from Uber advertising, and from her experience taking Uber rides with friends who already had Uber’s digital smartphone application (hereafter “app”). She rode in Uber cars and was impressed by the deliberate appearance which Uber had cultivated, that these were high-end, clean cars, driven by professional Uber drivers. Ms. Holland relied on Uber’s advertisements regarding safety, professionalism, and reliability in choosing to ride with Uber on a repeat basis.

6. Uber is a Delaware Corporation with its principal place of business at 1455 Market Street, Fourth Floor, San Francisco, California 94103.

7. Uber is a popular and rapidly expanding transportation network company whose app allows people to order and pay for taxi rides through their smartphones. Since its inception in June 2010, Uber has grown to operate in approximately 614 cities worldwide. In October 2016, Uber’s CEO

1 indicated that the company provides its services to over 40 million active riders monthly. A stock
2 offering that year valued the Company at over \$60 billion.

3 8. When a prospective rider makes a transportation request, Uber matches the rider with an
4 Uber driver to drive them to their requested destination. Uber chooses what information to provide to
5 the drivers and when to provide it. Uber typically does not disclose the rider's destination to the
6 driver until the driver accepts the pickup request.

7 9. To provide rides quickly and efficiently, Uber's business model requires a large pool of
8 drivers. To accomplish this, Uber solicits and retains tens of thousands of non-professional drivers.
9 There are no apparent specialized skills needed to drive for Uber. In order to become a driver for
10 Uber, individuals apply through Uber's website. The application process is entirely online and
11 involves filling out a few short forms and uploading photos of a driver's license, vehicle registration,
12 and proof of insurance. Uber does not adequately verify that the documents submitted are accurate or
13 actually pertain to the applicant. Unlike traditional taxis and limousine services, Uber refuses to
14 require fingerprinting or adequate law enforcement background checks for its drivers.

15 10. Uber establishes the rate for a given ride, collects the fare, pays the driver a share of the
16 fare collected, and retains the remainder. Drivers may not negotiate fares.

17 11. Upon information and belief, Uber drivers are penalized for "cancelling" a previously
18 accepted request. Uber tracks the cancellation rate for each driver. When it exceeds a certain
19 percentage around 10%, they send a warning to the driver. If the cancellation rate continues to climb,
20 the driver risks deactivation. Additionally, Uber apparently enforces an escalating "timeout" for
21 drivers who suddenly cancel more than one ride in a short period of time.

22 12. To encourage its drivers to remain employees and to steer them away from joining
23 competitors, Uber at times incentivizes them with guaranteed cash, tantamount to a salary, if a certain
24 amount of rides are completed in a given time frame, if they make certain trips within a specified
25 hotspot during specified times or if they complete an "uberX" or "uberPOOL" trip.

26 13. Uber does not require driver applicants to attend sexual harassment prevention and
27 awareness training classes.

28 14. Uber is and has been aware that its security screening processes are insufficient to prevent
incompetent and unsafe applicants from successfully registering as Uber drivers. Nonetheless, Uber

1 promises and advertises on its website, “[f]rom start to finish, a ride you can trust.” The word
2 “safety” appears repeatedly on its website, as in “safe rides,” “safe pickups” and “trip safety – our
3 commitment to riders.”

4 15. Upon information and belief, Uber lobbies state and local governments to limit
5 regulations, including allowing Uber to conduct its own background checks of driver applicants
6 instead of having municipalities perform the more stringent security screening applied to traditional
7 taxi drivers. Uber has successfully persuaded lawmakers in several states, including California, to
8 keep background check requirements for its drivers limited.

9 16. Upon information and belief, Uber does not perform its own background checks. Rather,
10 Uber generally outsources background checks of driver applicants to third party vendors that do not
11 perform stringent background checks. The background checks run potential drivers’ social security
12 numbers through databases similar to those held by private credit agencies, which only go back for a
13 period of seven years and do not capture all arrests and/or convictions. Neither Uber nor the third
14 party vendors it uses for background checks properly verifies that the information provided by
15 applicants is accurate or complete. The turnaround time for an Uber background check is often under
16 36 hours.

17 17. The application process to become an Uber driver is simple, fast, and designed to allow
18 Uber to hire as many drivers as possible while incurring minimal associated costs. Such cost saving,
19 however, is at the expense of riders, especially female riders. Specifically, at no time during the
20 application process does Uber or its third party background check vendors do any of the following:

- 21 a. conduct biometric fingerprint background checks of applicant drivers;
- 22 b. conduct in-person interview of applicant drivers;
- 23 c. properly verify that social security numbers and other personal identification numbers
24 submitted in the application process in fact belong to the applicant drivers;
- 25 d. engage in continuous criminal status monitoring of active drivers/employees; or
- 26 e. require applicant or active drivers/employees to attend training classes to prevent
27 harassment, including sexual harassment of customers.

28 18. In 2015, the District Attorney of San Francisco and the District Attorney of Los Angeles
filed a complaint alleging that individuals who passed Uber’s security screening process and were

1 found driving for Uber had the following felony convictions: second degree murder; lewd and
2 lascivious acts against a child under the age of 14; sexual exploitation of children; kidnapping for
3 ransom with a firearm; assault with a firearm; grand theft; robber; identity theft; burglary; and taking
4 a vehicle without consent. In connection with the litigation, the San Francisco District Attorney
5 called background checks without fingerprinting “completely worthless.”

6 19. Uber does not verify that the individual actually operating a vehicle is the individual
7 registered as an Uber driver. Thus, even if applicants do not pass the Uber security screening process,
8 it is still possible for such individuals to pick up Uber customers as ostensible Uber drivers. In other
9 words, Uber does not ensure that the driver picking up an Uber customer is the registered Uber
10 driver.

11 20. As a result of Uber’s deficient security screening, drivers who have been arrested,
12 charged, and/or convicted violent crimes, theft, armed robbery, DWI, driving with a suspended
13 license, and multiple moving violations successfully register as Uber driver and can and do get
14 matched with Uber ride requests through the Uber app, exposing riders to dangerous and potentially
15 violent situations without their knowledge.

16 21. Uber does nothing to ensure that its drivers are not intoxicated or under the influence of
17 drugs or medication while providing transportation for Uber customers.

18 22. Hundreds if not thousands of crimes committed by Uber drivers against their riders were
19 reported in the years 2015 and 2016 alone, ranging from theft to sexual assault, kidnapping, and rape.
20 Due to general underreporting of sexual crimes, these media-reported assaults may represent only a
21 small fraction of the number of actual sexual assaults that are perpetrated by Uber drivers against
22 riders. Uber drivers have also been reported driving drunk. Nonetheless, Uber advertises on its
23 website that “Uber is dedicated to keeping people safe on the road. Our technology enables us to
24 focus on driver safety before, during, and after every trip.”

25 23. Uber particularly markets itself as a safer transportation alternative for women, exhibiting
26 on its website pictures of smiling women entering and exiting vehicles, who are meant to appear
27 “safe.”

28 24. Riders, such as Ms. Holland, reasonably rely on Uber’s representations and promises
about its safety and security measures including driver screening and background check procedures.

1 25. Uber knew that its representations and promises about rider safety were false and
2 misleading, yet continued to allow its riders to believe in the truth of its representations and promises,
3 and to profit from its riders' reliance on such representations and promises.

4 26. For the purpose of this Complaint, DOE 1 is "Hamzik," the Uber driver/employee that
5 Ms. Holland alleges to have battered and assaulted as pleaded herein. Hamzik is legally responsible
6 in some manner for the events and happenings herein referred to and caused injuries and damages
7 proximately thereby to Ms. Holland, as herein alleged. Ms. Holland will amend this Complaint,
8 setting forth Hamzik's full name when it is ascertained. Ms. Holland will seek leave of Court to
9 amend this Complaint to show his true name when the same has been ascertained.

10 27. The true names and capacities, whether corporate, associate, individual or otherwise of
11 Defendants DOES 1 through 100, inclusive, are unknown to Ms. Holland, who therefore sues said
12 defendants by such fictitious names. Each of the defendants designated herein as a DOE is legally
13 responsible in some manner for the events and happenings herein referred to and caused injuries and
14 damages proximately thereby to Ms. Holland, as herein alleged. Ms. Holland will seek leave of Court
15 to amend this Complaint to show their names and capacities when the same have been ascertained.

16 JURISDICTION AND VENUE

17 28. The Court has personal jurisdiction over Uber because it is headquartered in the State of
18 California and transacts business in the State of California.

19 29. The Court has personal jurisdiction over Hamzik because he does business in the State of
20 California.

21 30. Venue is proper in Los Angeles County because the Defendants do business in this
22 county, and the events, conduct and injuries alleged herein occurred in this county.

23 FACTUAL ALLEGATIONS

24 MS. HOLLAND IS SEXUALLY BATTERED AND ASSUALTED BY AN UBER DRIVER

25 31. On June 9, 2017, at approximately 10:24 P.M., Ms. Holland summoned an Uber car to
26 transport her to a venue, Pour Vous, where she was booked to perform a show. Uber driver Hamzik
27 picked Ms. Holland up in an Uber-registered Toyota Camry at approximately 10:27 P.M.

28 32. As a performer and choreographer, Ms. Holland was carrying multiple large bags of
costumes and various props for the show, half of which belonged to others. After Hamzik told Ms.

1 Holland that the trunk was full, Ms. Holland put her multiple large bags in the back seat. Hamzik
2 instructed Ms. Holland to sit in the front passenger seat.

3 33. As Ms. Holland seated herself in the front passenger's seat and buckled up, Hamzik
4 violently scooped and grabbed Ms. Holland's hair and pulled her head towards the center of the car.
5 Both the grab and the pull of her hair were extremely forceful and painful. When he let go, Ms.
6 Holland felt weak, frozen and paralyzed in fear.

7 34. As Hamzik proceeded to drive to Pour Vous, Ms. Holland hovered in the far corner of the
8 passenger seat as far as possible to Hamzik.

9 35. Upon arrival near Pour Vous, Ms. Holland began to exit the Uber vehicle with her back
10 side in view of Hamzik. Hamzik then shot his hand up her loose dress, managing to touch her vagina
11 through her underwear while making a sexually explicit comment.

12 36. Once outside, Ms. Holland opened the back door to quickly retrieve her bags and yelled at
13 Hamzik, "You are a terrible person! Do not ever touch any woman without her permission. Fuck you.
14 Go home. Stop driving. I'm reporting you. Don't ever do that!"

15 37. Despite the absolute shock, humiliation and distress, Ms. Holland had to immediately
16 perform on stage at Pour Vous. Immediately after, she called the police and sent an email to Uber.

17 38. On June 10, 2017, Ms. Holland awoke to find hives all over her thighs and stomach as a
18 result of her stress from the attack. Ms. Holland is traumatized and continues to tremble when she
19 recounts the above events.

20 39. Ms. Holland no longer takes Uber. Her friends drive her whenever possible. She
21 sometimes takes Lyft to work and usually only together with multiple male friends. Even when
22 sharing a Lyft ride with male friends, she is still extremely nervous.

23 40. Ms. Holland is actively seeking a therapist.

24 UBER'S TERMS & CONDITIONS ARE NOT BINDING ON MS. HOLLAND

25 41. After a prospective customer downloads the Uber app to her phone, a screen prompts her
26 to enter her name. At the far bottom left of the screen, there is an electronic link embedded in the fine
27 print to view the Terms and Conditions.

28 42. At no point did the app require that Ms. Holland open the link.

1 43. At no point did the app require that she read the Terms and Conditions. Continuation of
2 the application process could resume by simply pressing the arrow symbol.

3 44. The full Terms and Conditions were never mailed, emailed, or otherwise delivered to Ms.
4 Holland.

5 45. The Terms and Conditions contain legal jargon and are difficult to read and understand for
6 laypersons like Ms. Holland.

7 46. Uber claims that it retains the exclusive right to immediately terminate the Terms and
8 Conditions at any time for any reason and those contractual changes are effective once posted on its
9 app.

10 47. Ms. Holland was not provided conspicuous notice of the existence of the Terms and
11 Conditions when she downloaded the app.

12 48. Ms. Holland was not required to, nor did she, review any of the Terms and Conditions.

13 **FIRST CAUSE OF ACTION**
14 **(NEGLIGENT HIRING, SUPERVISION AND RETENTION)**

15 49. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
16 herein.

17 50. Uber owed Ms. Holland and the general public a duty of reasonable care in the hiring,
18 training, and supervision of its drivers.

19 51. Uber breached that duty of care in the hiring, supervision of and/or retention of Hamzik.

20 52. Hamzik was unfit and incompetent to perform the work for which he was hired.

21 53. Uber knew or should have known through proper and thorough background checks that
22 Hamzik was unfit and incompetent and that this unfitness and incompetence created a particular risk
23 to others.

24 54. Hamzik's unfitness and incompetence harmed Ms. Holland.

25 55. Uber's negligence in hiring, supervising, and retaining Hamzik was a substantial factor in
26 causing that harm.

27 **SECOND CAUSE OF ACTION**
28 **(INTENTIONAL MISREPRESENTATION)**

56. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
herein.

1 57. Uber intentionally and falsely represented to Ms. Holland that its rides were safe and that
2 its drivers were properly screened.

3 58. Uber promised Ms. Holland that “Uber is dedicated to keeping people safe on the road.”

4 59. Uber knew these representations were false, or at the very least, made the representation
5 recklessly and without regard for its truth.

6 60. Uber intended that customers like Ms. Holland would rely on these false representations
7 and promises.

8 61. Uber’s intentional and false representations and promises harmed Ms. Holland.

9 62. Uber knew that its security screening was deficient, that its background checks were
10 below industry standards, and that its employed drivers were not trained or supervised, given sexual
11 harassment and abuse standards or provided with any sexual harassment prevention training. Uber
12 knew that numerous women had been assaulted by Uber drivers.

13 63. Ms. Holland reasonably relied on Uber’s false misrepresentations in riding with Hamzik.

14 64. Ms. Holland’s reliance on Uber’s false misrepresentations was a substantial factor in
15 causing her harm. Uber failed to provide Ms. Holland with a safe ride. If Ms. Holland had known the
16 facts Uber concealed about its service, its security screening, and its drivers, she would not have
17 accepted a ride with Hamzik.

18 65. Uber’s intentional misrepresentations to increase its profits constitutes fraud, oppression
19 and/or malice, and was in conscious disregard of the rights and safety of others including Ms.
20 Holland, such as to warrant the imposition of punitive damages pursuant to California Civil Code
21 section 3294.

22 **THIRD CAUSE OF ACTION**
(NEGLIGENT MISREPRESENTATION)

23 66. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
24 herein.

25 67. Uber falsely represented to Ms. Holland that its rides were safe and that its employed
26 drivers were properly screened.

27 68. Uber had no reasonable grounds for believing the false representations it made to Ms.
28 Holland regarding safety and reliability of its service were true.

1 69. Even if Uber may have believed that its representations were true, Uber had no reasonable
2 grounds for believing the representation were true when they were made.

3 70. Nevertheless, Uber intended that customers including Ms. Holland rely on its
4 representations in choosing Uber over other transportation services and options.

5 71. Ms. Holland reasonably relied on Uber's misrepresentations in riding with Hamzik.

6 72. Uber's false representations and promises harmed Ms. Holland.

7 73. Ms. Holland's reliance on Uber's misrepresentations was a substantial factor in causing
8 her harm. If Ms. Holland had known the facts Uber concealed about its service, its security screening,
9 and its drivers, she would not have accepted a ride with Hamzik.

10 **FOURTH CAUSE OF ACTION**
11 **(BATTERY)**

12 74. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
13 herein.

14 75. On June 9, 2017, Hamzik was acting as an employee of Uber, within the course and scope
15 of that employment. As described hereinabove, Uber controlled all details of his work. In fact, as
16 demonstrated by Uber's roll-out of "driverless" (computer-driven) cars, Hamzik's role in Uber's
17 transportation company was interchangeable with a robot. Uber controlled all facets of payment,
18 payment processing, rate-setting, customer communications, feedback, branding, advertising, logos,
19 and uniformity among drivers. Hamzik's work did not require specialized skill. He could be
20 terminated at any time, on Uber's terms.

21 76. On June 9, 2017, employee Hamzik was also Uber's apparent agent. Uber assigned
22 Hamzik to escort its customer, Ms. Holland, with an Uber-registered vehicle. Uber knew that Ms.
23 Holland and other members of the public would only accept rides from drivers employed and vetted
24 by Uber.

25 77. Uber is liable for the actions of its agents and employees directly and under the doctrine of
26 respondeat superior. Uber is a common carrier who must carry passengers safely. As a common
27 carrier, Uber is vicariously liable for its employees' and agents' intentional and negligent torts,
28 whether or not such acts were committed within the scope of employment. Common carriers must
use the highest care and vigilance of a very cautious person. They must all do that human care,

1 vigilance and foresight reasonable can do under the circumstances to avoid harm to passengers.
2 While a common carrier does not guarantee the safety of its passengers, it must use reasonable skill
3 to provide everything necessary for safe transportation, in view of the transportation used and
4 practical operation of the business. Uber breached its duty of care in its actions towards Ms. Holland.

5 78. Ms. Holland reasonably believed that Hamzik was Uber's agent, acting on Uber's behalf
6 at all times during their interactions. In reliance on this belief, she accepted a ride from HAMZIK,
7 resulting in her injuries.

8 79. The violent acts, including sexual touching, that Hamzik committed against Ms. Holland
9 incidental to and while he was performing his job duties, amounted to a harmful and offensive
10 contacts and touchings of Ms. Holland's person, all of which occurred intentionally without Ms.
11 Holland's consent.

12 80. Hamzik pulled Ms. Holland by the hair and touched Ms. Holland on her genitals with the
13 intent to harm or offend her in violation of her reasonable personal dignity.

14 81. Ms. Holland did not consent to the touchings.

15 82. Ms. Holland was harmed and offended by Hamzik's conduct and any reasonable person in
16 Ms. Holland's situation would have been offended by that conduct.

17 83. As a direct and proximate result of the aforementioned conduct, Ms. Holland has
18 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
19 humiliation, and emotional distress.

20 84. As a direct and proximate result of the aforementioned, Ms. Holland has incurred
21 economic damages, including future therapy and medication expenses.

22 **FIFTH CAUSE OF ACTION**
23 **(SEXUAL BATTERY)**

24 85. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
25 herein.

26 86. The sexual touching that Hamzik committed against Ms. Holland incidental to and while
27 he was performing his job duties during the scope of employment, amounted to a harmful and
28 offensive contacts and touching of Ms. Holland's person, all of which occurred intentionally without
Ms. Holland's consent.

1 87. Hamzik touched Ms. Holland on her genitals with the intent to harm or offend her in
2 violation of her reasonable personal dignity.

3 88. Ms. Holland did not consent to the touching.

4 89. Ms. Holland was harmed and offended by Hamzik's conduct and any reasonable person in
5 Ms. Holland's situation would have been offended by that conduct.

6 90. As a direct and proximate result of the aforementioned conduct, Ms. Holland has
7 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
8 humiliation, and emotional distress.

9 91. As a direct and proximate result of the aforementioned, Ms. Holland has incurred
10 economic damages, including future therapy and medication expenses.

11 **SIXTH CAUSE OF ACTION**
12 **(ASSAULT)**

13 92. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
14 herein.

15 93. The violent acts, including sexual assaults, that Hamzik committed against Ms. Holland
16 incidental to and while he was performing his job duties during the scope of employment, amounted
17 to a series of events creating a reasonable apprehension in Ms. Holland of immediate harmful and
18 offensive contact to her person in violation of her reasonable sense of personal dignity, all of which
19 was done intentionally and without Ms. Holland's consent.

20 94. Hamzik acted, intending to cause harmful and offensive contact, such that Ms. Holland
21 reasonably believed that she was about to be touched in a harmful and offensive manner.

22 95. Hamzik threatened to touch Ms. Holland in a harmful and offensive manner such that it
23 reasonably appeared to Ms. Holland that Hamzik was about to carry out the threat.

24 96. Ms. Holland did not consent to Hamzik's conduct.

25 97. Ms. Holland was harmed and Hamzik's conduct was a substantial factor in causing that
26 harm.

27 98. As a direct and proximate result of the aforementioned conduct, Ms. Holland has
28 sustained and will sustain the damages set forth hereinabove.

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1 **SEVENTH CAUSE OF ACTION**
2 **(VIOLATION OF CAL. CIV. CODE § 51.7 - RALPH ACT)**

3 99. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
4 herein.

5 100. Defendants violated Ms. Holland's right to be free from violence, threat of violence or
6 intimidation by threat of violence.

7 101. Ms. Holland is informed and believes, and on that basis alleges that Hamzik was
8 motivated and repeatedly committed acts of violence, threatened Ms. Holland with violence, or
9 intimidated her with threats of violence because Ms. Holland is a female.

10 102. Hamzik committed his tortious and wrongful acts in the course and scope of his
11 employment with Uber and as an agent of Uber. Therefore, Uber is liable for Hamzik's violation of
12 Cal. Civil Code § 51.7 and responsible for damages caused by said conduct under the principles of
13 vicarious liability, including the doctrine of *respondeat superior*.

14 103. As a direct and proximate result of the Defendants' and each of their actions, as herein
15 alleged, Ms. Holland has suffered and continues to suffer extreme physical and emotional distress,
16 humiliation, mental and physical pain, and other damages in an amount to be proven at trial.

17 104. The above referenced acts were done intentionally and with malice and, therefore, entitle
18 Ms. Holland to an award of punitive damages. As a further direct and proximate result of Defendants'
19 actions, as herein alleged, Ms. Holland has incurred, and continues to incur, legal fees, costs, and other
20 expenses in the prosecution of this matter.

21 **EIGHTH CAUSE OF ACTION**
22 **(VIOLATION OF CAL. CIV. CODE § 52.1 - BANE ACT)**

23 105. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
24 herein.

25 106. Defendants interfered with or attempted to interfere with Ms. Holland's clearly
26 established rights under United States and California law, including but not limited to Ms. Holland's
27 right of protection from bodily harm and personal insult (Civil Code § 43), by threats, intimidation
28 and coercion.

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1 107. Ms. Holland is informed and believes, and on that basis alleges that Hamzik threatened
2 Ms. Holland with violence, or intimidated him with threats of violence because Ms. Holland is a
3 female.

4 108. Hamzik committed his tortious and wrongful acts in the course and scope of his
5 employment with Uber and as an agent of Uber. Therefore, Uber is liable for Hamzik's violation of
6 California Civil Code § 52.1 and responsible for damages caused by said conduct under the principles
7 of vicarious liability, including the doctrine of *respondeat superior*.

8 109. As a direct and proximate result of the Defendants' and each of their actions, as herein
9 alleged, Ms. Holland has suffered and continues to suffer extreme physical and emotional distress,
10 financial hardship, wage losses, humiliation, mental and physical pain, and other damages in an
11 amount to be proven at trial.

12 110. The above referenced acts of Hamzik were authorized or ratified by officers or managing
13 agents of Uber, and were done intentionally and with malice and, therefore, entitle Ms. Holland to an
14 award of punitive damages. As a further direct and proximate result of Defendants' actions, as herein
15 alleged, Ms. Holland has incurred, and continues to incur, legal fees, costs, and other expenses in the
16 prosecution of this matter.

17 **NINTH CAUSE OF ACTION**
18 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

19 111. Ms. Holland alleges and reasserts all of the preceding paragraphs as if fully set forth
20 herein.

21 112. Uber's employee, Hamzik, incidental to and while carrying out his job duties during the
22 scope of his employment with Uber, battered her and sexually attacked her without her consent.
23 Hamzik's conduct toward Ms. Holland was so extreme and outrageous as to exceed the bounds of
24 decency in a civilized society.

25 113. Hamzik abused a position of physical and apparent power, where he had Ms. Holland at
26 his mercy in his car, to torment her.

27 114. Hamzik knew his conduct was likely to result in harm and mental distress.

28 115. Hamzik intended to and did intentionally or recklessly cause Ms. Holland to suffer
severe emotional distress.

1
2 116. As a direct and proximate result of the aforementioned conduct, Ms. Holland has
3 sustained and will sustain physical pain, mental suffering, loss of enjoyment of life, anxiety,
4 humiliation, and emotional distress.

5 117. Accordingly, Ms. Holland is entitled to recovery against Uber and Hamzik in an amount
6 to be determined at trial.

7 **PRAYER FOR RELIEF**

- 8 A. For economic damages according to proof at trial;
9 B. For pre-judgment and post-judgment interest according to law;
10 C. For costs of suit and attorneys' fees to the fullest extent permitted by law;
11 D. Enter a declaratory judgment, stating that Uber's practices, policies and procedures
12 subjected Ms. Holland to sexual battery and assault;
13 E. Enjoin Uber from implementing or enforcing any policy, procedure, or practice that
14 denies female customers the full and equal enjoyment of Uber's services, and specifically
15 enjoin Uber to:
16 a. develop, implement, promulgate, and comply with a policy providing for the
17 training of each and every driver/employee in the civil rights of customers,
18 including but not limited to the areas of gender discrimination and sexual
19 harassment;
20 b. develop, implement, promulgate and comply with a policy providing for reporting
21 and investigation of complaints regarding civil rights abuses, including but not
22 limited to issues of gender discrimination and sexual harassment;
23 c. develop, implement, promulgate and comply with a policy providing for
24 disciplinary measures to be imposed upon any driver/employee found responsible
25 for civil rights abuses, including but not limited to gender discrimination and
26 sexual harassment;
27 d. develop, implement, promulgate and comply with a policy providing for
28 mandatory fingerprinting testing to be included in the application of any
driver/employee applicant;

- 1 e. develop, implement, promulgate, and comply with a policy providing for the
2 safety of its customers, including, but not limited to:
3 i. mandatory cameras inside each Uber vehicle;
4 ii. installation of an app feature permitting female customers to specifically
5 select female drivers; and
6 iii. installation of a “panic button” on the app which would immediately alert
7 both Uber and local law enforcement of any unlawful behavior or conduct
8 by its employees/drivers;

9 F. For punitive and exemplary damages;

10 G. For such other and further relief as the Court may deem proper.

11 **DEMAND FOR JURY TRIAL**

12 Ms. Holland hereby demands a trial by jury.

13 DATED: June 21, 2017

14 Respectfully submitted,
15 THE BLOOM FIRM

16 By: Lisa Bloom

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18 Alan Goldstein

19 Vanessa Hooker

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