

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI DADE COUNTY, FLORIDA,

JANE DOE,

Plaintiff,

GENERAL JURISDICTION DIVISION  
CASE NO:

v.

FREDRICK GATSON, an individual,  
And RASIER (FL), LLC, a Foreign  
Limited Liability Company, d/b/a  
“UBER”,

Defendants.

---

**COMPLAINT FOR DAMAGES**

**COMES NOW**, Plaintiff, JANE DOE, by and through her undersigned attorney, and hereby sues Defendants, FREDRICK GATSON, and RASIER (FL), LLC, a Foreign Limited Liability Company, d/b/a UBER TECHNOLOGIES, INC. (hereinafter “UBER”), and pursuant to all applicable *Florida Rules of Civil Procedure* alleges as follows:

**INTRODUCTION**

1. On September 4, 2017, in Miami-Dade County, Florida Plaintiff, JANE DOE, was raped by an UBER Driver, Defendant, FREDRICK GATSON.
2. Plaintiff alleges that Defendant, UBER, as a transportation company and common carrier is directly liable for its negligent hiring, supervision, and retention of GATSON, and vicariously liable for GATSON’S tortious conduct against JANE DOE.
3. Since its inception in 2010, UBER has grown rapidly into a multi-billion dollar enterprise with operations worldwide. UBER’S growth is due in large part to its lax hiring and security

screening processes. At the same time, UBER has marketed itself as a safer, better alternative to other methods of transportation particularly targeting young women and intoxicated late-night riders.

### **PARTIES AND BACKGROUND**

4. This is an action in excess of \$15,000.00, exclusive of costs, attorney's fees, and interests and is otherwise within the jurisdiction of this Court.

5. At all times material hereto Plaintiff, JANE DOE, was and is a resident of Miami-Dade County, Florida.

6. At all time material hereto, Defendant, FREDRICK GATSON, was and is a resident of Miami-Dade County, Florida.

7. The facts giving rise to this action took place in Miami-Dade County, Florida, establishing the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida as the proper venue.

8. At all times material hereto, Defendant, UBER is a subsidiary of UBER Technologies, Inc., a California Corporation, and duly registered as a foreign company authorized to do business in the State of Florida as RASIER (FL) LLC. Registered agent for UBER is CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324. UBER operates throughout the United States and internationally including in South Florida.

9. Defendant, UBER, is a popular and rapidly expanding transportation company whose digital smartphone application ("App") allows people to order and pay for taxi rides through their phones. Since starting in San Francisco in June 2010, UBER has grown to operate in over 700 cities worldwide. In 2016, UBER'S CEO indicated that the company provides its services to over 40 million active riders monthly.

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

11. To provide rides quickly and efficiently, UBER requires a large pool of drivers. To accomplish this, UBER solicits and retains tens of thousands of non-professional drivers. After the drivers are hired by UBER, UBER makes the drivers available to the public to provide transportation services through its app.

#### **A. UBER is a Common Carrier**

12. UBER offers to carry and transport members of the general public, and holds itself out to the public generally and indifferently to provide such services for profit.

13. As of June 2016, UBER had provided two billion rides to members of the public.

14. UBER is available to the general public through the App, which is available for anyone to download to a smartphone.

15. UBER policy prohibits drivers from refusing to provide services based on the rider’s destination.

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

17. UBER charges customers standardized fees for car rides, settings its fare prices without driver input. Drivers may not negotiate fares.

18. UBER requires drivers to accept all ride requests when logged into its App or else face potential discipline.

19. UBER policy prohibits drivers from refusing to provide services based on race, religion, national origin, disability, sexual orientation, sex, marital stats, gender identity, age or any other characteristic protected under relevant federal, state, or local law.

20. UBER expects its drivers to comply with all relevant state, federal, and local laws governing the transportation of riders with disabilities, including transporting service animals.

21. UBER provides drivers with UBER decals for their vehicle so that they can easily be identified as an UBER driver.

22. UBER enables and/or facilitates drives to obtain vehicles through a special program to lease or buy a car for use with UBER.

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

23. UBER'S business model depends on having a large pool of non-professional drivers.

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

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

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

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

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

29. UBER provides auto insurance for their drivers.

30. UBER provides its drivers with logo stickers for their windshield and trains them that these stickers must be displayed on their vehicles.

31. UBER attempts to impose uniformity in the conduct of its drivers through their policies.

32. UBER retains a fee of approximately 20-30% of every ride charged to a customer.

33. UBER retains the right to terminate drivers at will, with or without cause. Drivers who reject too many ride requests risk facing discipline including suspension or termination. UBER also uses rider feedback to discipline or terminate drivers.

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

35. In some locations, UBER rewards active drivers that maintain a high acceptance rate for ride requests, total number of hour's online, total number of completed trips, and customer rating by providing a "gross fare guarantee" that sets a specific hourly pay that drivers receive tantamount to a wage.

### **C. Deficiencies in UBER'S Employment and Supervision of its Drivers**

36. In order to become a driver for UBER, individuals apply through UBER'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. UBER does not verify that the documents submitted are accurate or actually pertain to the applicant.

37. UBER does not verify vehicle ownership. Rather, it only requires that the vehicle is registered and is not more than ten years old.

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

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

40. 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.

41. UBER lobbies state and local governments to limit regulations, including allowing UBER to conduct its own background checks of driver applicants instead of having municipalities perform the more stringent security screening applied to traditional taxi drivers. UBER has successfully persuaded lawmakers in several states to keep background check requirements for its drivers limited.

42. As a direct result of UBER'S lobbying efforts, the Company largely self-enforces hiring standards for its drivers in Miami-Dade County.

43. Even where authorized to do so, however, UBER does not perform its own background checks. Rather, UBER generally outsources background checks of driver applicants to third party vendors 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 UBER do not require

fingerprinting for comparison against Department of Justice and Federal Bureau of Investigation databases. Neither UBER nor the third party vendors it uses for background checks verifies that the information provided by applicants is accurate or complete. The turnaround time for an UBER background check is often under 36 hours.

44. The application process to become an UBER 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 UBER or its third party background check vendor, acting on Ube's behalf, do any of the following:

- a. Conduct Live Scan biometric fingerprint background checks of applicants;
- b. Conduct in-person interview of applicants;
- c. Verify vehicle ownership;
- d. Conduct physical vehicle inspections;
- e. Verify that social security numbers and other personal identification numbers submitted in the application process in fact belong to the applicants;
- f. Require applicants to attend training classes on driving skills;
- g. Require applicants to attend training classes to prevent, harassment, including sexual harassment of customers;
- h. Require applicants to attend training classes to hone skills needed to safely use mobile Apps while driving;
- i. Require applicants to pass written examinations beyond basic “city knowledge” tests;
- j. Require applicants to pass road vehicle tests; and
- k. Require applicants to pass vision and hearing exams.

45. As a result of UBER'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 UBER drivers and can and do get matched with UBER ride requests through the UBER App, exposing riders to dangerous and potentially violent situations without their knowledge.

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

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

48. UBER does not limit the number of hours per day that a driver can be logged into its App, thus creating a risk that drivers will continue accepting riders for extended periods, long after ordinary fatigue and exhaustion makes it dangerous to riders and the public for them to continue driving.

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

50. Concerns about the threats UBER drivers pose to their riders are not merely hypothetical, and this is well known to UBER and its executives. In the years 2015 and 2016 alone, dozens of crimes committed by UBER drivers against their riders were reported, ranging from theft to sexual assault, kidnapping, and rape. UBER drivers have also been reported driving drunk. Thus, the risk of a sexual assault being committed by a driver on a passenger is highly foreseeable to UBER.



51. UBER 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 UBER to dominate the emerging rideshare market at the expense of public safety.

52. UBER has accomplished its aggressive expansion by inviting people without skills or experience to become UBER 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.

53. Consistent with its policy of putting profits before public safety, UBER 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.

54. Nevertheless, UBER has misled and continues to knowingly mislead the public about the safety and security measures it employs to protect its rider customers. Despite the known deficiencies in UBER'S security screening processes, UBER holds itself out to the public as “safe.”

55. UBER has actively fostered and successfully cultivated an image among its customers of safety and superiority to public transportation and traditional taxis — which is reflected in the very name of the company itself.

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

57. Though, in certain circumstances, an UBER ride can be less expensive than a traditional taxi, UBER rides are often more expensive. This is true in part because of a practice called “surge pricing,” in which UBER 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 surge pricing ensures that rides during peak hours go to those willing to pay the most. The overall effect is to contribute to UBER's connotation with cachet.

58. Riders, such as Plaintiff, reasonably rely on UBER'S representations and promises about its safety and security measures including driver screening and background check procedures. UBER'S riders choose to utilize UBER'S service as a result of this reliance.

### **FACTS**

59. On the evening of September 4, 2017, JANE DOE and a friend were at “El Patio Wynwood” located at 167 N.W. 23rd Street, Miami, FL 33127.

60. Around 3:00 AM, JANE DOE and her friend were attempting to leave “El Patio”, when Defendant, FREDRICK GATSON, pulled up in his vehicle. Defendant’s car had an UBER decal and Plaintiff hailed the car to give them a ride home.

61. Plaintiff and her friend then got in Defendant’s vehicle and left “El Patio”. Defendant, FREDRICK GATSON, first dropped off Plaintiff’s friend at his home.

62. After dropping off the friend, Defendant began to forcefully digitally penetrate JANE DOE while Defendant drove to an unknown location. Defendant stopped at the unknown location and raped JANE DOE.

63. JANE DOE reported GATSON’S sexual assault to the police, and during questioning Defendant stated that he digitally penetrated JANE DOE and that he had sex with her. Defendant stated “those are the perks of being an UBER driver.”

### **COUNT I – ASSAULT AS TO FREDRICK GATSON**

Plaintiff re-alleges and reasserts paragraphs 1 through 63 as if fully set forth herein.

64. The violent acts, including digital penetration and rape that GATSON committed against Plaintiff, JANE DOE, amounted to a series of events creating a reasonable apprehension in Plaintiff of immediate harmful and offensive contact to her person in violation of reasonable sense of personal dignity, all of which was done intentionally and without Plaintiff's consent.

65. Defendant, GATSON, while acting within the scope of his employment, acted intending to cause harmful and offensive contact, such that Plaintiff reasonably believed that she was about to be touched in a harmful and offensive manner.

66. Plaintiff did not consent to GATSON'S conduct.

67. Plaintiff was harmed and GATSON'S conduct was a substantial factor in causing that harm.

68. As a direct and proximate result of Defendant, GATSON'S, intention to put Plaintiff in a reasonable fear or apprehension of an imminent harmful or offensive contact, and the Defendant's harmful or offensive contact with the person of Plaintiff, the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, GATSON, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

## **COUNT II – BATTERY AS TO FREDRICK GATSON**

Plaintiff re-alleges and reasserts paragraphs 1 through 63 as if fully set forth herein.

69. Defendant, GATSON'S, violent acts including sexual touching, and rape that GATSON committed against Plaintiff amounted to a serious of harmful and offensive contacts and touchings of Plaintiff's person, all of which occurred intentionally without Plaintiff's consent.

70. Defendant, GATSON, while acting within the scope of his employment, touched Plaintiff with the intent to harm or offend her in violation of her reasonable personal dignity.

71. Plaintiff did not consent to the touching.

72. Plaintiff was harmed and offended by GATSON'S conduct and any reasonable person in Plaintiff's situation would have been offended by the conduct.

73. As a direct and proximate result of Defendant, GATSON'S, conduct, the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, GATSON, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

## **COUNT III – FALSE IMPRISONMENT AS TO FREDRICK GATSON**

Plaintiff re-alleges and reasserts paragraphs 1 through 63 as if fully set forth herein.

74. Defendant, GATSON, while acting within the scope of his employment, refused to let Plaintiff exit his car. As a result, Plaintiff was confined in his car against her will for a significant period of time.

75. Defendant, GATSON, intentionally deprived Plaintiff of her freedom of movement by use of physical barriers, force, threats of force, and menace.

76. The confinement compelled Plaintiff to stay in the car for some appreciable time against her will and without her consent.

77. The confinement compelled Plaintiff to stay in the car and therefore to be conveyed to an unknown location for some appreciable time against her will and without her consent.

78. Plaintiff was aware of her confinement.

79. Plaintiff was harmed by GATSON'S conduct.

80. As a direct and proximate result of Defendant, GATSON'S, conduct, the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, GATSON, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

**COUNT IV –**  
**INTENTIONAL INFLICTION OF EMOTIONAL**  
**DISTRESS AS TO FREDRICK GATSON**

Plaintiff re-alleges and reasserts paragraphs 1 through 63 as if fully set forth herein.

81. Defendant, GATSON, while acting within the scope of his employment, confined Plaintiff in his car against her will and then sexually assaulted her.

82. GATSON abused a position of physical and apparent power, where he had Plaintiff at his mercy in his car, to torment her.

83. GATSON'S actions towards Plaintiff caused Plaintiff to reasonably fear for her own safety.

84. GATSON knew his conduct was likely to result in harm and mental distress.

85. GATSON intended to and did intentionally or recklessly cause Plaintiff to suffer severe emotional distress.

86. As a direct and proximate result of Defendant, GATSON'S, conduct, the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, GATSON, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

#### **COUNT V – NEGLIGENCE AS TO UBER**

Plaintiff re-alleges and reasserts paragraphs 1 through 63 as if fully set forth herein.

87. Defendant, UBER, as a common carrier had a duty to exercise the highest degree of care for its passengers, such as Plaintiff.

88. This degree of care includes, but is not limited to the following:

- a. The duty to conduct proper screening and background checks on its drivers;
- b. The duty to ensure its drivers have safe driving records, registered vehicles, and adequate insurance;
- c. The duty to timely review and act on passenger complaints;
- d. The duty to properly supervise its drivers;
- e. The duty to provide necessary training to its drivers; and
- f. The duty to ensure the safety of passengers in its drivers' vehicles.

89. UBER knew or should have known that sexual assault is a foreseeable consequence of placing drivers in cars with women who may be intoxicated and that its drivers may behave inappropriately during the course of these rides. Indeed, a cursory internet search reveals troves of articles on other sexual assault incidents by UBER drivers on passengers. These reports date back to at least 2013, well before JANE DOE was raped.

90. Nonetheless, UBER negligently failed to provide its drivers with training on how to properly conduct themselves during rides, failed to properly screen its drivers, and breached the other duties enumerated herein.

91. Plaintiff placed her trust in UBER when she got in an UBER vehicle to get a ride home.

92. At the time Plaintiff and her friend were riding in GATSON'S vehicle, GATSON was acting as an agent of UBER and was acting within the course and scope of his employment with Defendant UBER.

93. As such, Defendant, UBER, is liable for GATSON'S negligent and/or intentional torts under the doctrine of *respondeat superior*, agency, and/or apparent agency for the harms committed by GATSON while acting within the scope of his employment.

94. The aforesaid acts of negligent and/or intentional breaches of duty by Defendant, UBER, were the actual and proximate cause of injuries to Plaintiff, JANE DOE.

95. As a direct and proximate result of Defendants' negligence the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, UBER, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

**COUNT VI – NEGLIGENT HIRING AND/OR RETENTION AS TO UBER**

Plaintiff re-alleges and reasserts paragraphs 1 through 63 as if fully set forth herein.

96. UBER owed Plaintiff and the general public a duty of reasonable care in the hiring, training, and supervision of its drivers.

97. UBER breached that duty of care in the negligent, hiring, retention, and/or supervision of GATSON.

98. GATSON was unfit and incompetent to perform the work for which he was hired.

99. UBER knew or should have known that GATSON was unfit and incompetent and that this unfitness and incompetence created a particular risk of physical injuries to others.

100. GATSON's unfitness and incompetence harmed Plaintiff and UBER'S negligence in hiring, supervising, and retaining GATSON was a substantial factor in causing that harm.



101. As a direct and proximate result of UBER'S negligence the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, UBER, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

#### **COUNT VII – VICARIOUS LIABILITY AS TO UBER**

Plaintiff re-alleges and reasserts all of the proceeding paragraphs as if fully set forth herein.

102. On or about September 4, 2017, GATSON was acting as an employee of UBER, within the course and scope of that employment. As described hereinabove, UBER controlled all details of his work. UBER controlled all facets of payment, payment processing, rate-setting, customer communications, feedback, branding, advertising, logos, and uniformity among drivers. GATSON'S work did not require specialized skill. He could be terminated at any time, on UBER'S terms.

103. On or about September 4, 2017, GATSON was also UBER's apparent agent. UBER had intentionally created the impression that GATSON was its agent — via its advertising, its app, and via the logos on GATSON'S vehicle. UBER knew that Plaintiff and other members of the public would not simply accept rides from strangers, but were only willing to accept rides from drivers employed and vetted by UBER.

104. UBER is a common carrier who must carry passengers safely. As a common carrier, UBER is vicariously liable for its employees' and agents' intentional and negligent torts, 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 do all that human care, vigilance and foresight reasonably can do under the circumstances to avoid harm to passengers. While a common carrier does not guarantee the safety of its passengers, it must use reasonable skill to provide everything necessary for safe transportation, in view of the transportation used and practical operation of the business. UBER breached its duty of care in its actions towards Plaintiff.

105. JANE DOE reasonably believed that GATSON was UBER'S employee and/or agent, acting on UBER'S behalf at all times during their interactions. In reliance on this belief, she accepted the ride from GATSON, resulting in her injuries.

106. The violent acts, including sexual touching, intentional infliction of emotional distress, false imprisonment, and rape that GATSON committed against Plaintiff incidental to, arising out of, and while he was performing his job duties, amounted to a series of harmful and offensive contacts and touchings of Plaintiff's person, all of which occurred intentionally and without Plaintiff's consent.

107. At all times material hereto, Defendant, GATSON, was an employee and/or agent of Defendant, UBER, acting within the scope of his employment.

108. As such, Defendant, UBER is liable for GATSON'S negligent and/or intentional torts under the doctrine of *respondeat superior*, theory of agency, and/or apparent agency, for the harms committed by GATSON while acting within the scope of his employment.

109. As a direct and proximate result of UBER'S negligence the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, UBER, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

#### **COUNT VIII – NEGLIGENT SECURITY AS TO UBER**

Plaintiff re-alleges and reasserts all of the proceeding paragraphs as if fully set forth herein.

110. Defendant, UBER, through its agents and employees, owed a duty to the riders of UBER, including the Plaintiff, from reasonable expected and/or foreseeable physical harm arising out of the activities of the management and operation of Uber.

111. On September 4, 2017, JANE DOE was raped by her Uber driver.

112. At the time of the incident, UBER, its agents, servants and/or employees, owed a duty to operate their business in a reasonably safe manner for the protection of their riders and to guard against dangers of which it should be cognizant or which it might have reasonably foreseen.

113. UBER subjected JANE DOE to an unreasonable risk of danger which the Defendant actually knew, or reasonably should have known existed.

114. That on or about September 4, 2017, Defendant, UBER, did breach the above described duty, by and through its agents, servants, and/or employees, by one or more of the following acts of omission and/or commission:

- a. Failing to properly screen Uber drivers and hiring and/or retaining those with a history of violent conduct;
- b. Failing to provide reasonable security to Uber riders;
- c. Failing to train their drivers in proper security techniques;
- d. Failing to have an adequate security plan or protocol in place for the protection of riders such as the Plaintiff;
- e. Failing to train, instruct and educate its drivers in reasonably safe security procedures;
- f. Failing to train, instruct, and educate its drivers on dealing with intoxicated riders;
- g. Negligently hiring untrained drivers;
- h. Failing to take such other measures which reasonable were necessary and reasonable to protect and safeguard the Plaintiff and others riding with Uber;
- i. Failing to protect the Plaintiff from harm;
- j. Failing to have dash cameras, or other means of surveillance in Uber vehicles;
- k. Additional acts of negligence not yet discovered.

115. As a direct result of the Defendant's negligence, the Plaintiff suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of preexisting injury, loss of earnings and loss of ability to earn money. The losses are either permanent or continuing and Plaintiff will suffer losses in the future.

**WHEREFORE** the Plaintiff, JANE DOE, demands judgment against the Defendant, UBER, for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

**DEMAND FOR JURY TRIAL**

The Plaintiff, JANE DOE, in the above-styled action, hereby demands a trial by jury on all of the issues so triable.

**Dated this 26<sup>th</sup> day of June, 2018.**

**GOLDBERG & ROSEN, P.A.**

Counsel for Plaintiff

1111 Brickell Avenue-Suite 2180

Miami, Florida 33131

Tel: (305) 374-4200 / Fax: (305) 374-8024

**/s/Judd Rosen**

BY

\_\_\_\_\_  
Judd G. Rosen, Esq., Fla. Bar No. 0458953

Primary E-mail: [pleadings@goldbergandrosen.com](mailto:pleadings@goldbergandrosen.com)

Secondary E-mails: [jgrsecy@goldbergandrosen.com](mailto:jgrsecy@goldbergandrosen.com)

[jgrefiling@goldbergandrosen.com](mailto:jgrefiling@goldbergandrosen.com)