

IN THE CIRCUIT COURT OF THE 8TH
JUDICIAL CIRCUIT IN AND FOR
ALACHUA COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.: 01-2021-CA-0499
DIVISION J

LAWRENCE LAMBERT, as Personal
Representative of the Estate of
SOPHIA LAMBERT, deceased, and
himself individually, and JULIE LAMBERT,

Plaintiffs,

v.

UBER TECHNOLOGIES, INC.,
PORTIER, LLC, BENJAMIN A. PIPER,
BORIS V. STOYANOV, and
VESELIN STOYANOV,

Defendants.

COMPLAINT FOR WRONGFUL DEATH

The Plaintiff, LAWRENCE LAMBERT, as Personal Representative of the Estate of SOPHIA LAMBERT, the deceased minor child (the "Estate"), on behalf of the Estate and the survivors, himself, and JULIE LAMBERT, sues Defendants UBER TECHNOLOGIES, INC., PORTIER, LLC, BENJAMIN A. PIPER, BORIS V. STOYANOV, and VESELIN STOYANOV and alleges as follows:

JURISDICTIONAL STATEMENT AND IDENTIFICATION OF PARTIES

1. This is an action for damages in excess of the minimum jurisdictional limits of this Court, exclusive of interest and costs.

2. This case arises out of a vehicle and pedestrian collision that occurred in Alachua County, Florida, on January 16, 2021, killing 18-year-old Sophia Lambert (the "Crash").

3. Plaintiff is the surviving father and duly appointed Personal Representative of the estate of his minor child, Sophia Lambert, who was killed in the Crash. He brings the claims asserted below on behalf of the Estate, himself as surviving parent, and the surviving mother, Julie Lambert.

4. Defendant Uber Technologies, Inc. (“Uber”) is a foreign corporation authorized to do business in Florida and doing business in Alachua County, Florida.

5. Defendant Portier, LLC (“Portier”) is a foreign limited liability company authorized to do business in Florida and doing business in Alachua County, Florida. Portier is a subsidiary of Uber that is responsible for operating the Uber food transportation mobile application “Uber Eats.” (Uber together with Portier, the “Uber Defendants.”)

6. Defendant Benjamin A. Piper (“Piper”) is resident of Alachua County, Florida. At the time of the collision, he was employed by or working as an agent of the Uber Defendants and driving a 2007 grey Honda Civic, VIN No. JHMFA36237S004588 (the “Civic”).

7. Defendant Boris V. Stoyanov (“Boris”) is a resident of Hillsborough County, Florida. He was driving the vehicle that collided with the Honda Civic, a 2015 white Honda Accord, VIN No. 1HGCR2F32FA224486 (the “Accord”).

8. Defendant Veselin Stoyanov (“Veselin”) is a resident of Hillsborough County, Florida. Defendant Veselin was the owner of the Accord and entrusted the vehicle to Defendant Boris.

9. Any and all conditions precedent to the maintenance of this action have been complied with.

10. Venue is proper in Alachua County, Florida, where the events giving rise to this cause of action occurred and certain of the Defendants reside.

FACTS GIVING RISE TO CAUSE OF ACTION

A. Uber's Billion Dollar Food Delivery Service – Uber Eats

11. Uber is a technology and transportation company that, with the assistance of Defendant Portier, developed, markets, and operates the mobile application platform “Uber Eats.”

12. Uber Eats enables consumers to use the internet, with computers, smartphones, or tablets, to submit a request for food and beverage delivery for a charge. There is a smartphone application (“app”) available for download for this purpose available to consumers and drivers who pick up and deliver food ordered through Uber Eats.

13. When a consumer submits an order through Uber Eats, that order is then routed to an available Uber Eats driver through the Uber Eats app, who then uses his or her own vehicle to pick up and then deliver the purchased items to the consumer, using the directions and information provided through the app.

14. Anytime a consumer submits an order through Uber Eats, the consumer’s credit card is automatically charged the cost of the purchase, taxes, along with service and delivery fees.

15. The Uber Defendants take a significant portion of the total charge and then remits a portion to the driver who performed the Uber Eats delivery. Additionally, the consumer has the option of providing a tip to the Uber Eats driver through the app.

16. Uber Eats has become an extremely popular service nationwide. In fact, in 2020 Uber Eats generated \$4.8 billion in revenue.

17. Uber Eats drivers provide an essential service to and are a critical component of the Uber Defendants’ overall business.

18. Although Uber Eats drivers are identified by the Uber Defendants as independent contractors, the drivers are employees and agents of the Uber Defendants.

19. The Uber Defendants employ drivers and exercise vast control over the drivers in the performance of their duties.

20. To become an Uber Eats driver, the Uber Defendants require candidates to complete an application process developed by the Uber Defendants and provide documented proof of a driving license, vehicle registration, vehicle insurance, and a vehicle permit.

21. The Uber Defendants unilaterally set the rates drivers can charge and collect the entirety of payments made for their services. The Uber Defendants also unilaterally determine the portion of the payment they will remit to their drivers as compensation for their work.

22. Additionally, the Uber Defendants require their Uber Eats drivers to comply with many detailed requirements regarding their personal conduct and the maintenance of their vehicles.

23. The Uber Defendants also provide Uber Eats drivers with the navigation routes the drivers should be utilizing when performing Uber Eats deliveries and require that they use the app for the processing of all orders.

24. Uber Eats drivers are subject to termination based upon their failure to comply with the Uber Defendants' standards, rules, and policies.

B. The Uber Eats Crash That Killed Sophia Lambert

25. In the early evening of January 16, 2021, 18-year-old Sophia Lambert and a group of her friends were standing on the sidewalk at the corner of West University Avenue ("University") and NW 17th Street in Gainesville, Florida.

26. Sophia and her friends were patiently waiting on the sidewalk for their opportunity to safely cross University Avenue.

27. At that same time, Defendant Piper was driving his Civic east on University Avenue towards NW 17th Street, at a high rate of speed, to pick up an order within the course and scope of his Uber Eats duties.

28. Meanwhile, Defendant Boris was driving the Accord west on University Avenue with the intent of making a left-hand turn at NW 17th Street.

29. Just as Defendant Piper was driving through the intersection at a high rate of speed, Defendant Boris turned left on NW 17th Street, resulting in a violent collision between the vehicles- the Crash.

30. The Crash, coupled with Piper's excessive speed, caused Defendant Piper's Civic to spin and swerve up onto the sidewalk, where Sophia Lambert was standing with her friends.

31. Tragically, Sophia was struck by the Civic, which propelled her over thirty feet through the air and ultimately into a brick bench.

32. Emergency personnel responded to the scene and transported Sophia to the nearest trauma center, but the damage to Sophia's body was too severe and she died shortly thereafter.

33. As alleged in more detail below, Sophia's senseless and horrific death was proximately caused by the negligence of the Defendants.

COUNT I

CLAIM AGAINST DEFENDANT BENJAMIN PIPER **NEGLIGENT OPERATION OF A VEHICLE**

34. The Plaintiff adopts and realleges the prior paragraphs and further alleges:

35. On January 16, 2021, Defendant Piper negligently operated the Civic in the following ways:

- a. Failing to operate the Civic in a safe and reasonable manner;
- b. Negligently approaching the intersection at a high rate of speed;
- c. Failing to approach an intersection in a reasonable and prudent manner under the circumstances;
- d. Negligently failing to operate the Civic in compliance with state and local traffic laws;
- e. Negligently failing to pay attention to the roadway as he operated the Civic;
- f. Failing to observe the Accord in the intersection, which was there to be seen and avoided;
- g. Negligently colliding with the Accord;
- h. Failing to take appropriate evasive action to avoid the collision with Sophia Lambert, such as stopping, applying the brakes, or other methods of alerting to the impending collision;
- i. Colliding with Sophia Lambert; and
- j. Other acts of negligence to be determined through discovery.

36. The negligence of Defendant Piper in operating the Civic proximately caused the death of Sophia Lambert. Accordingly, the Plaintiff brings the below listed claims for damages.

COUNT II

CLAIM AGAINST DEFENDANTS UBER TECHNOLOGIES, INC. AND PORTIER, LLC VICARIOUS LIABILITY FOR NEGLIGENT OPERATION OF VEHICLE BY DEFENDANT BENJAMIN PIPER ACTUAL AGENCY

37. The Plaintiff adopts and realleges the prior paragraphs and further alleges:

38. At the time of the Crash, Defendant Piper was employed by or was an agent of the Uber Defendants, acting pursuant to their control or authority.

39. Defendant Piper was operating the Civic while in the course and scope of his employment or agency with the Uber Defendants. Indeed, Defendant Piper was in the middle of an Uber Eats delivery for the Uber Defendants when the Crash occurred.

40. Therefore, the Uber Defendants are vicariously liable for the negligence of their employee or agent, Defendant Piper, as alleged in Count I.

41. The Uber Defendants are vicariously liable for the negligence of Defendant Piper, which directly and proximately caused the death of Sophia Lambert. Accordingly, the Plaintiff brings the below listed claims for damages.

COUNT III

CLAIM AGAINST DEFENDANTS UBER TECHNOLOGIES, INC. AND PORTIER, LLC VICARIOUS LIABILITY FOR NEGLIGENT OPERATION OF VEHICLE BY DEFENDANT BENJAMIN PIPER- JOINT VENTURE THEORY

42. The Plaintiff adopts and realleges the prior paragraphs and further alleges:

43. At the time of the Crash, Defendant Piper and the Uber Defendants were engaged in a joint venture, providing food and beverage delivery services for hire.

44. Defendant Piper and the Uber Defendants combined their resources and efforts in furtherance of this joint venture. Defendant Piper contributed his driving services, his vehicle, the maintenance of the vehicle, gasoline, and his time, and the Uber Defendants contributed the use of their Uber Eats app, network of establishments, and, among other things, their marketing and advertising of the Uber Eats app.

45. Defendant Piper and the Uber Defendants had a common financial interest in a successful operation of the delivery for-hire business and additionally had a common right to control aspects of the venture. Specifically, the Uber Defendants exercised a vast degree of control over the way Defendant Piper performed his delivery duties, and Defendant Piper exercised control of the extent to which he contributed his services.

46. Defendant Piper and the Uber Defendants additionally had a common right to share in the profits and losses of the venture. As alleged above, they shared in the fares and fees generated by Uber Eats customers.

47. Defendant Piper was acting on behalf of the joint venture and within the scope of the venture at the time of the Crash.

48. As participants in a joint venture with Defendant Piper, the Uber Defendants are jointly responsible for the negligence of Defendant Piper as set forth in Count I.

49. Accordingly, the Plaintiff brings the below listed claims for damages.

COUNT IV
CLAIM AGAINST DEFENDANTS UBER TECHNOLOGIES, INC. AND PORTIER, LLC
NEGLIGENT FAILURE TO SUPERVISE AND TRAIN

50. The Plaintiff adopts and realleges the prior paragraphs and further alleges:

51. The Uber Defendants, by and through their employees and agents, had and undertook the duty of reasonable care to the public in general and to Sophia Lambert in particular, in appropriately training, supervising, and observing their employees and agents who would be responding to requests through the Uber Eats app and then operating vehicles on public roads.

52. The Uber Defendants knew or should have known that appropriate and timely training, observation, and supervision, would reveal that Defendant Piper was not qualified, had not received sufficient training, and was not being properly supervised or observed in the performance of his work as an Uber Eats driver.

53. Specifically, the Uber Defendants breached this duty by negligently failing to properly train and supervise Defendant Piper to ensure, among other things, that he did not undertake deliveries while fatigued, rushed, or distracted by his smartphone.

54. As a direct and proximate result of the negligence of the Uber Defendants, Sophia Lambert was killed. Accordingly, the Plaintiff brings the below listed claims for damages.

COUNT V
CLAIM AGAINST DEFENDANTS UBER TECHNOLOGIES, INC. AND PORTIER, LLC
DIRECT NEGLIGENCE

55. The Plaintiff adopts and realleges the prior paragraphs and further alleges:

56. The Uber Defendants, by and through their employees and agents, had and undertook the duty of reasonable care to the public in general and to Sophia Lambert in particular.

57. The Uber Defendants knew or should have known that their means and manner of operation, through the Uber Eats App and Uber Eats drivers, posed an unreasonable danger to those within a foreseeable zone of risk – namely, those members of the public on the roadways and adjacent sidewalks, including Sophia Lambert.

58. Specifically, the circumstances by which the Uber Defendants operated gave rise to foreseeable zone of risk of injury and a corresponding duty, which was breached by the Uber Defendants.

59. Uber developed the app, which distracts drivers sharing the roads with other drivers and pedestrians and requires and encourages unsafe driving. Drivers are required to focus on the App while driving because they are routinely routed to new and unfamiliar locations to make deliveries. Also, though the technology exists and is available to limit, restrict, or warn regarding interaction with the App while in motion, the Uber Defendants permit drivers to access the app while the car is in motion.

60. Additionally, the Uber Defendants incentivize speed through the App and their compensation policies. The more deliveries and the quicker routes the drivers take, the more money the Uber Defendants and the drivers will make. The tip system also incentives speed. Faster delivery results in greater tips.

61. The Uber Defendants also permit drivers to operate multiple apps at the same time.

62. Given these facts and circumstances, the Uber Defendants created a foreseeable zone of risk for those drivers and pedestrians encountering Uber drivers. The Uber Defendants thus breached their duty to exercise reasonable care given the circumstances, which resulted in the Crash and the death of Sophia Lambert.

63. As a direct and proximate result of the negligence of the Uber Defendants, Sophia Lambert was killed. Accordingly, the Plaintiff brings the below listed claims for damages.

COUNT VI

CLAIM AGAINST DEFENDANT BORIS STOYANOV **NEGLIGENT OPERATION OF A VEHICLE**

64. The Plaintiff adopts and realleges the prior paragraphs and further alleges:

65. On January 16, 2021, Defendant Boris negligently operated the Accord in the following ways:

- a. Failing to operate the Accord in a safe and reasonable manner;
- b. Negligently failing to yield the right of way to oncoming traffic;
- c. Negligently failing to operate the Accord in compliance with state and local traffic laws;
- d. Failing to approach an intersection in a reasonable and prudent manner under the circumstances;
- e. Negligently failing to pay attention to the roadway as he operated the Accord;
- f. Negligently failing to observe the Civic in the intersection, which was there to be seen and avoided;
- g. Failing to take appropriate evasive action to avoid the collision with the Civic, such as stopping, sounding a horn, applying the brakes, or other methods of alerting to the impending collision;
- h. Negligently colliding with the Civic; and
- i. Other acts of negligence to be determined in discovery.

66. The negligence of Defendant Boris in operating the Accord proximately caused the death of Sophia Lambert. Accordingly, the Plaintiff brings the below listed claims for damages.

COUNT VII

CLAIM AGAINST DEFENDANT VESELIN STOYANOV
VICARIOUS LIABILITY FOR NEGLIGENT OPERATION OF VEHICLE BY
DEFENDANT BORIS STOYANOV

67. The Plaintiff adopts and realleges the previous paragraphs and further alleges:

68. Defendant Veselin was the owner of the Accord operated by Defendant Boris, a dangerous instrumentality.

69. Defendant Boris was operating the Accord at the time of the Crash with the knowledge and the express or implied consent of Defendant Veselin.

70. As a result, Defendant Veselin is strictly and vicariously liable for the negligence of Defendant Boris as alleged above in Count VI.

71. Therefore, Defendant Veselin is vicariously liable for the negligence of Defendant Boris, which directly and proximately caused the death of Sophia Lambert. Accordingly, the Plaintiff brings the below listed claims for damages.

COUNT VIII

CLAIM AGAINST DEFENDANT VESELIN STOYANOV
VICARIOUS LIABILITY FOR NEGLIGENT ENTRUSTEMENT OF VEHICLE BY
DEFENDANT BORIS STOYANOV

72. The Plaintiff adopts and realleges the previous paragraphs and further alleges:

73. Given Defendant Boris's history, among other things, Defendant Veselin knew or should have known of the risk that Defendant Boris would operate the Accord in a manner involving unreasonable risk of harm to others.

74. Nonetheless, Defendant Veselin still entrusted the Accord, a dangerous instrumentality, to Defendant Boris.

75. Entrusting the Accord to Defendant Boris created an appreciable risk of harm to other drivers and pedestrians, including Sophia Lambert, and a corresponding duty on the part of the entruster, Defendant Veselin, to avoid such a risk.

76. The death of Sophia Lambert was directly and proximately caused by the negligence of Defendant Veselin in entrusting a dangerous instrumentality to Defendant Boris, and thus Defendant Veselin is liable for the Plaintiff's damages as set forth below.

CLAIMS FOR DAMAGES

77. As a direct and proximate result of the negligence of the Defendants described above, which caused the death of Sophia Lambert, Plaintiff sets forth the below listed claims for damages on behalf of the Estate, himself, as surviving father, and the other survivor, Julie Lambert, pursuant to Florida Statute 768.21, the Wrongful Death Act:

CLAIM OF PERSONAL REPRESENTATIVE ON BEHALF OF THE ESTATE OF SOPHIA LAMBERT

78. The Estate has in the past suffered and will in the future continue to suffer the following damages:

- a. Medical or funeral expenses, or both, which have been incurred due to the decedent's death that have become a charge against her estate or that were paid by or on behalf of the decedent; and
- b. Loss of prospective net accumulations of the Estate of Sophia Lambert.

WHEREFORE, the Plaintiff demands judgment against Defendants for all damages recoverable under the laws of the State of Florida.

**CLAIM OF PERSONAL REPRESENTATIVE ON BEHALF OF
JULIE LAMBERT AS SURVIVING MOTHER**

79. Julie Lambert, as surviving mother of Sophia Lambert, has in the past suffered and will in the future continue to suffer the following damages:

- a. The value of lost support and services from the date of the decedent's injury to her death, with interest, and future loss of support and services from the date of death and, to the extent of her normal life expectancy;
- b. The loss of the decedent's companionship and protection; and
- c. Mental pain and suffering.

WHEREFORE, the Plaintiff demands judgment against Defendants for all damages recoverable under the laws of the State of Florida.

**CLAIM OF PERSONAL REPRESENTATIVE ON BEHALF OF
LAWRENCE LAMBERT AS SURVIVING FATHER**

80. Lawrence Lambert, as surviving father of Sophia Lambert, has in the past suffered and will in the future continue to suffer the following damages:

- a. The value of lost support and services from the date of the decedent's injury to her death, with interest, and future loss of support and services from the date of death and, to the extent of her normal life expectancy;
- b. The loss of the decedent's companionship and protection; and
- c. Mental pain and suffering.

WHEREFORE, the Plaintiff demands judgment against Defendants for all damages recoverable under the laws of the State of Florida.

DEMAND FOR JURY TRIAL

81. The Plaintiff demands trial by jury on all issues triable as of right by a jury.

Dated this 23rd day of February 2021.

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