

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

I.J.R.

Plaintiff,

v.

UBER TECHNOLOGIES, INC.,
RASIER (FL) LLC d/b/a UBER,
EL RINCONCITO RESTAURANT CORP.
d/b/a EL NUEVO RINCONCITO LOUNGE,
MAYELIN K. BORBON, Individually, and
ERNESTO BORBON, JR., Individually,

Defendants.

COMPLAINT FOR DAMAGES & DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, I.J.R., by and through the undersigned attorney, and hereby sues Defendants, UBER TECHNOLOGIES, INC., RASIER (FL) LLC d/b/a UBER, EL RINCONCITO RESTAURANT CORP. d/b/a EL NUEVO RINCONCITO LOUNGE, MAYELIN K. BORBON, Individually, and ERNESTO BORBON, JR., Individually and alleges:

INTRODUCTORY STATEMENT

1. This action arises out of a November 13, 2023 incident occurring in the late night hours wherein Plaintiff, I.J.R. was sexually assaulted and raped by Defendant, ERNESTO BORBON, JR., the driver of an “Uber” vehicle operated through Defendant, MAYELIN K. BORBON’s, Uber driver/agent account, while using Defendants’, UBER TECHNOLOGIES, INC. and RASIER (FL) LLC d/b/a UBER, rideshare transportation

services application, technology, and platform collectively operated under the name “Uber” to be transported home from her employer, Defendant, EL RINCONCITO RESTAURANT CORP. d/b/a EL NUEVO RINCONCITO LOUNGE’s, premises after completing her bartending shift during which she was overserved, supplied with alcoholic beverages and encouraged to become incapacitating intoxicated (hereinafter referred to at times as the “subject incident”).

JURISDICTION, VENUE, & THE PARTIES

2. This is an action for damages in excess of the jurisdictional limit of Fifty Thousand Dollars (\$50,000.00), exclusive of interest and costs within the jurisdiction of this Court.
3. That at all times material to this action, Defendant, UBER TECHNOLOGIES, INC. d/b/a UBER (hereinafter referred to individually as “UBER”) was a Delaware corporation registered and authorized to do business in the State of Florida and doing business in the state of Florida with a principal place of business located at 1725 3rd St. San Francisco, CA 94158.
4. This Court has personal jurisdiction over UBER because it was and is authorized to conduct and was in fact conducting business under the laws of the State of Florida. Furthermore, UBER, directly and through its agents, regularly conducted business in the State of Florida and engaged in substantial, continuous, systematic, and non-isolated business in the State of Florida.
5. That at all times material to this action, Defendant, RASIER (FL) LLC d/b/a UBER (hereinafter referred to individually as “RAISER”) was a Delaware limited liability company authorized and registered to do business in the state of Florida and doing business within the State of Florida.

6. This Court has personal jurisdiction over RASIER because it was and is authorized to conduct and was in fact conducting business under the laws of the State of Florida. Furthermore, RASIER, directly and through its agents, regularly conducted business in the State of Florida and engaged in substantial, continuous, systematic, and non-isolated business in the State of Florida.
7. That at all times material to this action, Defendant, MAYELIN K. BORBON, was and is a resident of Miami-Dade County, Florida and is otherwise sui juris.
8. That at all times material to this action, Defendant, ERNESTO BORBON JR., was and is a resident of Miami-Dade County, Florida and is otherwise sui juris.
9. That at all times material to this action, Defendant, EL RINCONCITO RESTAURANT CORP. (hereinafter referred to as “RINCONCITO”) was and is a Florida for profit corporation in the business of operating lounge and bar establishments at various locations within Miami-Dade County, Florida, including the establishment located at 13593 SW 248th Street, Miami, Florida and is otherwise sui juris.
10. That at all times material to this action, Plaintiff, I.J.R, was and is a twenty-six-year-old woman residing in Miami-Dade County, Florida and is otherwise sui juris.
11. Venue is proper in Miami Dade County, Florida because the subject incident and the related allegations took place in Miami-Dade County, Florida, because The Uber Defendants (hereinafter referred to collectively at times as “UBER Defendants”), conducted business in Miami-Dade County, because Defendant, RINCONCITO, operates its business within Miami-Dade County, and because the BORBON Defendants are residents of Miami-Dade County.

BACKGROUND & FACTUAL ALLEGATIONS

12. That at all times material to this action, The Uber Defendants owned and operated the "ridesharing" transportation service known as "Uber," which connects drivers employed by and operating on behalf of The Uber Defendants with "riders" through a cellphone application and platform.
13. That at all times material to this action, The Uber Defendants represented to members of the public at large, including I.J.R., that the rideshare transportation service they provided and operated was a safe, high-quality car service by way of their advertisements, marketing, and media statements regarding safety, professionalism, and reliability in choosing to ride with Uber.
14. Through the Uber platform, riders request transportation services to be provided between specific locations which The Uber Defendants then arrange for by assigning the "ride" to one of their drivers in the area, and for which riders pay The Uber Defendants a fare, a portion of which goes to the driver.
15. Because The Uber Defendants are in the business of providing transportation to the general public for a fee, they are subject to the laws governing common carriers.
16. That at all times material to this action, both Defendants, MAYELIN K. BORBON and ERNESTO BORBON JR. (hereinafter referred to collectively at times as "BORBON Defendants"), were considered agents apparent agents, servants, representatives, drivers, partners, and/or agents of the Uber Defendants.
17. At the time of the subject incident, the Uber Defendants both received financial benefit and/or valuable consideration for the Uber rideshare services rendered on their behalf by the BORBON Defendants.
18. Thus, The Uber Defendants, as a transportation company and common carrier, are directly

liable for their negligent hiring, retention, and supervision of their driver/agent, MAYELIN K. BORBON, such that ERNESTO BORBON was permitted to hold himself out as an UBER driver/agent operating as its rideshare driver using MAYELIN K. BORBON's vehicle and Uber account, and vicariously liable for tortious conduct against I.J.R.

19. Likewise, at all times material to this action, The Uber Defendants were and are vicariously liable for the actions and/or inactions of the individuals deemed to be their drivers, agents and/or apparent agents, which include the BORBON Defendants.
20. Furthermore, at all times material hereto, The Uber Defendants were and are well aware of the dangers posed by its Uber drivers/agents and ride share application, yet continued to induce the public, including I.J.R, to rely upon their application as a safe means of transportation.
21. The Uber Defendants go even further to undertake the duty to provide a safe means of transportation to riders/passenger and represent to the public that they place particular importance and emphasis on safety transportation services, specifically placing an overarching emphasis on their safety services, as acknowledged by their public statements, but further represent to the public and advertise on their website that, "Uber is dedicated to keeping people safe on the road. Our technology enables us to focus on driver safety before, during, and after every trip..." and that "[f]rom start to finish, a ride you can trust." The words "safe" and "safety"-as in "safe rides," "safe pickups," and "trip safety - our commitment to riders" are repeated consistently throughout the Uber website.
22. That at all times material to this action, The Uber Defendants particularly marketed their ride share application and services as a safer transportation alternative for women, exhibiting on their website pictures of smiling women entering and exiting vehicles who are meant to

- application ear calm, content, and without fear for their safety.
23. That at all times material to this action, Uber riders/passengers, such as I.J.R, reasonably rely upon the Uber Defendants' representations and promises regarding its safety and security measures, including driver screening and background check procedures.
 24. That at all times material to this action, in contrast to their public representations, upon information and belief, the Uber Defendants employ barebones and fundamentally deficient processes for purposes of selecting, screening, and hiring prospective drivers who will be providing services on their behalf. The application process to become an Uber driver/agent is simple, fast, and designed to allow the Uber Defendants to hire as many individuals as possible while incurring minimal associated costs. Such cost saving, however, is at the expense of riders/passenger, especially those who are female.
 25. That at all times material to this action, the screening for prospective drivers/agents is carried out exclusively online, without any in-person interview and requires only preliminary and generalized information from an applicant along with uploaded photos of driver's licenses.
 26. That at all times material to this action, The Uber Defendants employed deficient background checks that fail to meet industry standards and that are carried out by third-party vendors. The Uber Defendants generally outsource background checks of their prospective driver/agent and applicants to third-party vendors that limit searches to information available online, for a period of seven years and that do not capture all arrests and/or convictions. Neither the Uber Defendants nor the third-party vendors they use for background checks properly verify that the information provided by prospective drivers/agents and applicants is accurate or complete.
 27. In doing so, The Uber Defendants do not even verify that the documents submitted online

are accurate. Moreover, at no point do The Uber Defendants even confirm that the persons providing rideshare transportation services and operating vehicles on their behalfs are actually the registered and approved Uber drivers/agents they hired.

28. Likewise, The Uber Defendants do not inquire about other individuals in a prospective driver/agent's household with access to the vehicle to be used in providing the ride share application and transportation services nor do they take any further measures to ensure that only approved Uber drivers are actually the individuals providing the ride share transportation services on their behalf.
29. Even though The Uber Defendants had the ability to verify and confirm the identity of the individual actually operating as a driver on their behalf by deploying their "Real-Time ID Check" feature, which periodically requires an Uber driver/agent actively using an Uber driver/agent account/profile on the application to upload a photo of him/herself before being able to continue to accept and complete rides or trips on the application, The Uber Defendants failed to do so.
30. That despite having this feature available, defendants failed to confirm the identity of the individual actually accessing and using MAYELIN K. BORBON's driver/agent account at the outset by positive facial recognition and identification.
31. That at all times material to this action, The Uber Defendants also designated safety agents within their organizations for the specific purpose of conducting continuous 24/7 monitoring and providing around-the-clock safety support.
32. That at all times material to this action, instead, The Uber Defendants made no effort to verify that the individual actually operating as drivers and utilizing the ride share application to transport riders on their behalf was the individual actually registered as an Uber

driver/agent and the individual they enlisted to be their agent.

33. That at all times material to this action, The Uber Defendants further failed to employ any means to monitor or supervise their drivers or the trips undertaken on their behalf, including by video monitoring that cannot be turned off.
34. That at all times material to this action, The Uber Defendants are and have been aware that its selection, hiring, vetting and security screening processes are insufficient to prevent incompetent and/or dangerous individuals from successfully accessing Uber driver/agent accounts/profiles and otherwise posing as Uber drivers.
35. There are hundreds if not thousands of crimes committed by Uber drivers against their riders, with rape and sexual assault being prevalent among such crimes. According to media reports, The Uber Defendants recorded 141 reported rapes on its platform in the United States in 2020.¹ “In its latest report, Uber said it received 3,824 reports of the five most severe categories of sexual assault, which range from “non-consensual kissing of a non- sexual body part” to “non-consensual sexual penetration,” or rape.” *Id.* In 2019, The Uber Defendants recorded 247 reports of rape. Clearly, The Uber Defendants knew or should have known that passengers— especially female passengers—were at risk and they should have taken appropriate safety precautions to protect passengers, like I.J.R.
36. Despite being the very source of such information and data from which they could have fully appreciated the risk of harm to which it was exposing riders, including I.J.R, by relying upon such deficient and inadequate employment practices to select, vet, and retain drivers, The Uber Defendants failed to warn their customers and passengers, including I.J.R, of the

¹ <https://www.cnn.com/2022/06/30/tech/uber-safety-report/index.html>

possibility of being sexually assaulted, battered, harassed, raped, and/or otherwise attacked by individuals rendering transportation services on their behalf.

37. As a result of The Uber Defendants' deficient hiring, security screening, and driver supervision efforts, and in contrast to their public representations and promises, Defendant, ERNESTO BORBON JR., was able to pose and operate as an Uber driver without restrictions using his wife, Defendant, MAYELIN K. BORBON's, Uber driver/agent account/profile and associated vehicle.
38. Because The Uber Defendants did nothing to ensure that only the individual actually listed on the Uber Driver/agent account/profile designated under Defendant, MAYELIN K. BORBON's, name was the individual actually rendering services on their behaves, Defendant, ERNESTO BORBON, JR., was able to operate as an Uber Driver/agent on their behaves and was able to carry out the sexual assault and rape of I.J.R.
39. That at all times material to this action, Defendant, EL RINCONCITO RESTAURANT CORP. d/b/a EL NUEVO RINCONCITO LOUNGE, owns and operates a bar and lounge establishment licensed to serve alcoholic beverages located at 13593 SW 248th Street, Homestead, FL 33030 where I.J.R. was employed by RINCONCITO as a bartender.
40. That at all times material to this action, Defendant, EL RINCONCITO RESTAURANT CORP. d/b/a EL NUEVO RINCONCITO LOUNGE, was known to and did regularly serve and supply its employees/agents working and operating on its behalf at its establishment located at 13593 SW 248th Street, Homestead, FL 33030, including I.J.R., alcoholic beverages.
41. That at all times material to this action, Defendant, EL RINCONCITO RESTAURANT CORP. d/b/a EL NUEVO RINCONCITO LOUNGE, further encouraged, endorsed, and

tacitly required employees/agents working and operating on its behalf at its establishment located at 13593 SW 248th Street, Homestead, Florida 33030, including I.J.R, to consume and overconsume alcohol beverages to the point of intoxication by implementing a customer rewards program based on accumulation of bottle caps and other such employment practices that encouraged its employees/agents to accept and consume alcoholic beverages with customers patronizing its establishment.

42. That at all times material to this action, I.J.R was operating in the course and scope of her employment with Defendant, EL RINCONCITO RESTAURANT CORP. d/b/a EL NUEVO RINCONCITO LOUNGE.
43. That at all times material to this action, ad as a result of Defendant's negligent employment practices tacitly requiring I.J.R. to consume alcoholic beverages while at work, I.J.R became visibly intoxicated after Defendant, permitted and served copious amounts of alcoholic beverages to I.J.R during her shift.
44. That at all times material to this action, Defendant, RINCONCITO, in fact received an economic benefit from serving employees/agents alcohol in the form of increased profits and sales of beverages.
45. That in the late hours of the night, nearing 3:00 am on November 13, 2023, I.J.R was finishing off her shift at Defendant RINCONCITO's bar and lounge establishment.
46. That at that time, despite knowing of I.J.R.'s, intoxicated state and despite serving I.J.R copious amounts of alcohol during the course of her shift at its bar, Defendant, RINCONCITO, allowed I.J.R to be transported home by ERNESTO BORBON, JR., who raped and sexually assaulted I.J.R..
47. That sometime before 2:54 am on November 13, 2023, I.J.R. requested and ordered a ride

home using the Uber Defendants' ridesharing transportation services application and platform on her cellphone.

48. That at around 2:54 am on November 13, 2023, I.J.R. cancelled her request for an Uber because the initial Uber driver/agent assigned to pick her up by the Uber Defendants was taking too long.
49. That the Uber Defendants then assigned a new Uber driver/agent to I.J.R.'s ride, who they represented and identified to I.J.R. as being Defendant, MAYELIN K. BORBON, and who they indicated would arrive in a Mercedes Benz vehicle with license plate number GMTR23.
50. That at around 3:22 am, the Mercedes Benz vehicle that the Uber Defendants represented to I.J.R. as being operated by Uber driver/agent Defendant, MAYELIN K. BORBON, arrived at the pickup location, at Defendant, EL RINCONCITO RESTAURANT CORP.'s, property and I.J.R.'s workplace.
51. However, only upon getting into the vehicle and after the ride/trip already began, it become apparent to I.J.R. that the individual actually operating the vehicle was not the listed Uber driver/agent shown on her user-facing version of the Uber application Defendant, MAYELIN K. BORBON, but instead was a man, Defendant, ERNESTO BORBON, JR.
52. When I.J.R. raised this discrepancy to the actual vehicle operator, ERNESTO BORBON, JR., he indicated that it was his wife's Uber driver/agent account/profile under which he was currently operating.
53. While on the trip to I.J.R.'s requested destination was underway and with The Uber Defendants still receiving the vehicle's geolocational data, Defendant, ERNESTO BORBON, JR., proceeded to make an unscheduled and unprompted stop that was not provided on the Uber-designated route and that was not requested by I.J.R. In doing so,

Defendant, ERNESTO BORBON JR., stopped at the Exxon gas station and convenience store located at 27975 S Dixie Hwy, Homestead, Florida, where he purchased beer for himself.

54. Thereafter, all while still reporting the ride and trip on the Uber Defendants' ride share application along with the corresponding geolocational data for same, Defendant, ERNESTO BORBON JR. resumed driving.
55. However, instead of proceeding with the trip and taking I.J.R. directly to her destination, Defendant ERNESTO BORBON JR. again made another detour, turning right onto a street near I.J.R.'s home and only requested destination.
56. While doing so and while still remaining active on the Uber Defendants' ride share application and while continuing to transmit the vehicle's geolocational data through said application, Defendant, ERNESTO BORBON, JR., proceeded to enter the backseat of the vehicle where I.J.R. was seated and forced himself upon I.J.R. without her consent and against her will. As Defendant, ERNESTO BORBON, JR., held I.J.R., by the neck, he proceeded to intentionally and forcefully sexually assault, sexually penetrate and rape I.J.R. without her consent and against her will.
57. That as a direct and proximate result of Defendant, RINCONCITO's, negligence in occasioning I.J.R.'s incapacitating intoxication coupled with The Uber Defendants' negligence in failing to properly vet, screen, supervise and monitor both the rides carried out through the use of their ride share application and the individuals providing transportation services on their behalf, and Defendant, MAYELIN K. BORBON's, negligence in providing, Defendant, ERNESTO BORBON, JR., with access to her Uber driver/agent profile/account and her Uber designated vehicle at the same time, in permitting Defendant, ERNESTO

BORBON, JR., to access, use and misuse her Uber driver/agent profile/account and her Uber designated vehicle, and in allowing Defendant, ERNESTO BORBON, JR., to act on her behalf and pose as an Uber driver assigned to the ride transporting I.J.R., Defendant, ERNESTO BORBON, JR., was able to forcefully and illicitly sexually assault and rape I.J.R. without her consent and further against her will.

58. That as a direct and proximate result of the Defendants' aforementioned negligence, I.J.R. has in the past and will in the future suffer damages to include, pain and suffering, violation of her person, mental anguish, loss of enjoyment of life, anxiety, humiliation, depression, loss of dignity, and emotional distress.
59. That I.J.R., hereby demands trial by the jury on all issues so triable.

COUNT I
BATTERY CLAIM AGAINST DEFENDANT, ERNESTO BORBON, JR.

Plaintiff, I.J.R., hereby re-alleges, reasserts, and incorporates the allegations contained in paragraphs 1 through 59, as though fully set forth herein.

60. Plaintiff, I.J.R., brings this count against Defendant, ERNESTO BORBON, JR.
61. That at all times material to this action, Defendant, ERNESTO BORBON, JR., intended to forcefully and unlawfully sexually penetrate I.J.R.'s genitals, and physically contact and touch I.J.R. upon her body, including upon her genitals and anus, without her consent and against her will.
62. That at all times material to this action ERNESTO BORBON did in fact forcefully and unlawfully sexually penetrate I.J.R.'s genitals and physically contacted and touched upon I.J.R.'s body, including her genitals and anus, without her consent and did so against her will.
63. That at all times material to this action, Defendant, ERNESTO BORBON's intentional

sexual penetration of I.J.R.'s, genitals, and his intentional physical contact and touching upon I.J.R.'s body, including her genitals and anus, were without her consent, against her will, and was offensive to I.J.R.

64. That as a direct and proximate result of the aforementioned unwanted and offensive sexual penetration of I.J.R.'s genitals and physical touching upon her body, including her genitals, by Defendant, ERNESTO BORBON, JR., that was against her will and without her consent, I.J.R. suffered violation of her person, pain and suffering, mental anguish, loss of enjoyment of life, anxiety, humiliation, depression, loss of dignity, and emotional distress.

WHEREFORE, the Plaintiff, I.J.R., demands judgment against Defendant, ERNESTO BORBON, JR., for damages, court costs, and all other applicable fees and costs, and further demands trial by jury.

COUNT II
ASSAULT CLAIM AGAINST DEFENDANT, ERNESTO BORBON, JR.,

Plaintiff, I.J.R., hereby re-alleges, reasserts, and incorporates the allegations contained in paragraphs 1 through 59, as though fully set forth herein.

65. Plaintiff, I.J.R., brings this count against Defendant, ERNESTO BORBON, JR.
66. That at all times material to this action, Defendant, ERNESTO BORBON, JR., intended to forcefully and unlawfully sexually penetrate I.J.R., I.J.R.'s, genitals and physically touch and contact I.J.R., I.J.R. upon her body, including her genitals and anus, without I.J.R., I.J.R.'s consent and while against her will.
67. That at all times material to this action, Defendant, ERNESTO BORBON, JR., demonstrated the apparent ability to carry out his intention to forcefully and unlawfully sexually penetrate I.J.R.'s genitals and physically contact and touch her upon her body, including genitals, without consent and against her will.

68. That at all times material to this action, Defendant, ERNESTO BORBON JR.'s, conduct created in I.J.R. a well-founded fear that the intended forceful and unlawful sexual penetration of I.J.R.'s genitals and physical contact and touching of I.J.R. upon her body, including upon her genitals, without her consent and while against her will was imminent.
69. That as a direct and proximate result of the aforementioned fear of imminent unwanted and offensive sexual penetration of I.J.R.'s genitals and physical contact and touching of I.J.R. upon her body at the hands of Defendant, ERNESTO BORBON JR., I.J.R. suffered violation of her person, pain and suffering, mental anguish, loss of enjoyment of life, anxiety, humiliation, depression, loss of dignity, and emotional distress.

WHEREFORE, the Plaintiff, I.J.R., demands judgment against Defendant, ERNESTO BORBON, JR., for damages, court costs, and all other applicable fees and costs, and further demands trial by jury.

COUNT III
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIM AGAINST
DEFENDANT, ERNESTO BORBON, JR.,

Plaintiff, I.J.R., hereby re-alleges, reasserts, and incorporates the allegations contained in paragraphs 1 through 59, as though fully set forth herein.

70. At all times material hereto, Defendant, ERNESTO BORBON JR., engaged in conduct toward Plaintiff that was intentional or reckless.
71. Defendant's conduct was outrageous, going beyond all bounds of decency and regarded as atrocious and utterly intolerable in a civilized community.
72. Defendant either intended to cause emotional distress to Plaintiff, or knew or should have known that emotional distress was likely to result from such conduct.
73. As a direct and proximate result of Defendant's conduct, Plaintiff suffered severe

emotional distress, including but not limited to anxiety, humiliation, depression, pain and suffering, mental anguish, loss of enjoyment of life, loss of dignity, etc.

WHEREFORE, the Plaintiff, I.J.R., demands judgment against Defendant, ERNESTO BORBON, JR., for damages, court costs, and all other applicable fees and costs, and further demands trial by jury.

COUNT IV
NEGLIGENCE CLAIM AGAINST DEFENDANT, MAYELIN K. BORBON

Plaintiff, I.J.R., hereby re-alleges, reasserts, and incorporates the allegations contained in paragraphs 1 through 59, as though fully set forth herein.

74. Plaintiff, I.J.R., brings this count against Defendant, MAYELIN K. BORBON (“BORBON”).
75. That at all times material to this action, Defendant BORBON, owed a duty to the public, including, I.J.R., to use reasonable in her operations as a common carrier provider, including by
76. That Defendant, BORBON, breached her duty of care by committing one or more of the following acts, omissions, or commissions:
 - a. allowing individuals other than herself to operate as an Uber driver/agent and common carrier on the Uber Defendants’ behalves;
 - b. allowing others, such as Defendant, ERNESTO BORBON, JR., to take on her identity, likeness, name, Uber designated vehicle and Uber driver/agent profile/ account to commit illegal acts;
 - c. providing Defendant, with unfettered access to her Uber driver/agent profile/account together with her Uber designated vehicle to transport customers on her behalf;
 - d. misrepresenting to the public and Uber passengers/riders, including I.J.T., that she was the individual actually providing the rideshare transportation services under her Uber Driver/Agent account/profile, that she was the individual actually operating the vehicle designated and listed on her Uber driver/agent account/profile when actively accepting rides/trips despite knowing that others, including Defendant, ERNESTO BORBON, JR., were actually providing said services and operating said vehicle was by others,

- e. including Defendant, ERNESTO BORBON, JR.; and/or
other such negligent acts as discovery may show.

77. That as a direct and proximate result of Defendant, BORBON's, breaches and negligence, I.J.R., was raped and suffered unwanted physical and sexual touching contact at the hands of Defendant, ERNESTO BORBON, JR., a violation of her person, pain and suffering, mental anguish, loss of enjoyment of life, anxiety, humiliation, depression, loss of dignity, and emotional distress.

WHEREFORE, the Plaintiff, I.J.R., demands judgment against Defendant, MAYELIN K. BORBON, for damages, court costs, and all other applicable fees and costs, and further demands trial by jury.

COUNT V
NEGLIGENCE CLAIM AGAINST DEFENDANT, UBER TECHNOLOGIES, INC.,

Plaintiff, I.J.R., hereby re-alleges, reasserts, and incorporates the allegations contained in paragraphs 1 through 59, as though fully set forth herein.

78. Plaintiff, I.J.R., brings this count against Defendant, UBER TECHNOLOGIES, INC., (UBER).
79. That at all times material to this action, Defendant, UBER, owed a duty to the public, including I.J.R., to use reasonable care in carrying out its ride-share application operations and in its selection, vetting, hiring, monitoring and supervising of prospective and active Uber Drivers/agents providing transportation services on its behalf by appropriately investigating prospective drivers and other individuals within their households with access to the designated uber vehicle and by actively and continuously monitoring and supervising the individuals operating as its uber drivers/agents and by otherwise ensuring that only its approved and hired Uber drivers/agents operated and provided transportation services on

its behalf.

80. That Defendant, breached its duty of care to I.J.R. in one or more of the following:

- a. failing to make an appropriate investigation into its prospective drivers, including Defendant, MAYELIN K. BORBON, and any members of their households with access to the vehicle identified for use in providing transportation services on its behalf;
- b. failing to properly monitor, supervise and oversee the trips or rides being provided on its behalf, including those done under Defendant, MAYELIN K. BORBON's, driver account;
- c. failing to employ proper and sufficient means to continuously and actively monitor trips and/or rides carried out through its Uber application performed under Defendant, MAYELIN K. BORBON's driver/agent account/profile so as to discover that Defendant, ERNESTO BORBON, JR., was impermissibly operating as an Uber driver/agent and providing transportation services on its behalf;
- d. Failing to track geographical positioning system and geolocation data available to it for the Uber Driver/Agent account/profile registered to Defendant, MAYELIN K. BORBON, and the vehicle listed thereunder despite there being multiple unscheduled unprompted stops and deviations made during the course of I.J.R.'s uber ride prior to the sexual assault that ultimately occurred here;
- e. Failing to implement policies and procedures requiring direct contact to be made with the driver or passenger involved in a trip where there were at least two unscheduled stops and deviations made along the route and trips where the ride was abruptly stopped or cancelled by the driver after accepting the ride and after following the provided for route up to one block of the destination, such as in this case;
- f. Failing to contact I.J.R., as the passenger/rider, or Defendant, ERNESTO BORBON, JR., as the Uber driver transporting I.J.R. upon Defendant, ERNESTO BORBON, JR., making two unscheduled and unprompted stops along the designated route for this Uber ride/trip;
- g. Failing to contact I.J.R., as the passenger/rider, or Defendant, ERNESTO BORBON, JR., as the driver transporting I.J.R. through Uber when the ride/trip was terminated abruptly just before the vehicle reached the destination;
- h. Failing to implement a security pin verification system for Uber driver/agent accounts/profiles accounts, such as the account maintained in Defendant, MAYELIN K. BORBON's, name;
- i. Failing to perform a ride check for this ride/trip;
- j. Failing to review Geolocational positioning system (GPS) and geolocational data available for the Uber trips/rides completed through its application and platform or using an Uber driver/agent related account/profile to ensure that Uber drivers/agents were not deviating from identified routes, adding unwarranted stops, misreporting trip data, along

- the route, or otherwise;
- k. Failing to ensure that the only individual actually providing transportation services on its behalf under Defendant, MAYELIN K. BORBON's Uber driver/agent account was in fact her;
 - l. Failing to employ the Real-Time ID Check feature or other such reasonably available technologies that could have alerted it to the fact that Defendant, ERNESTO BORBON, JR. was operating as its Driver/Agent under the Uber Driver/Agent Account registered to his wife, Defendant, MAYELIN K. BORBON;
 - m. Failing to install a tamper-proof recording device in the vehicle being operated on its behalf by Defendant, ERNESTO BORBON, that could have alerted it to the fact that the individual operating the vehicle while the Uber Driver/Agent Account registered to Defendant, MAYELIN K. BORBON, was active and accepting trips/rides was not Defendant, MAYELIN K. BORBON;
 - n. Failing to conduct an adequate inquiry as to whether it was safe to place Defendant, MAYELIN K. BORBON, in a position to be its Uber Driver/Agent knowing that members of her household, such as Defendant, ERNESTO BORBON, JR., would have unfettered access to her Uber Driver/Agent Account and the vehicle registered under same, and thus, by extension, would have unfettered access to and contact with those vulnerable female passengers using Uber, including I.J.R.;
 - o. Failing to implement Uber passenger-faced measures, such as an in-application panic button or other such emergency notification systems, which would allow passengers, such as I.J.R., to call for help or alert the authorities when their safety has been compromised during a trip/ride;
 - p. Failing to implement measures to prevent sharing of Uber Driver/Agent accounts/profiles, including by associating each account or profile with a particular phone number; blocking multiple devices from login onto or accessing a single Uber Driver/Agent accounts/profile; a single Uber driver account; implementing and requiring identity verification and facial recognition security features to be part of the login process for every attempt to access Uber Driver/Agent Accounts/Profiles to confirm the identity of the individual attempting to login and access the driver account.
 - q. Failing to require its Uber Drivers/Agents to install tamper-proof GPS tracking systems in the vehicles associated with their driver accounts and being used to transport individuals on its behalf which immediately trigger alarms if deactivated or malfunctioning;
 - r. Failing to disable child-lock features on passenger doors of its Uber vehicles;
 - s. Failing to include as a condition of employment, that all prospective, active, and current Uber drivers/agents, such as Defendant, MAYELIN K. BORBON, must agree swear, and affirm that the no individual, other than the named driver/agent, will have or be given access to the Uber-designated vehicle or their particular Uber Driver/Agent account/profile and that no other individual will be permitted to operate as an Uber Driver/Agent on the

- their behaves;
- t. Failing to undertake reasonable efforts that would have revealed that trips/Rides performed on their behalf under Defendant, MAYELIN K. BORBON's, Uber Driver/Agent account/profile were not being performed by said Defendant herself;
- u. Failing to implement a termination policy mandating immediate termination of any Uber Driver/Agent who permits any other individual to access or use their Uber account/profile and of any Uber Driver/Agent who allows another other individual to operate as an Uber Driver/ Agent on their behaves; and/or
- v. Other such negligent acts as discovery may show.

81. As a direct and proximate result of the aforementioned breaches of duties and negligence on the part of UBER, I.J.R. was raped and suffered unwanted physical and sexual touching contact at the hands of Defendant, ERNESTO BORBON, JR., violation of her person, pain and suffering, mental anguish, loss of enjoyment of life, anxiety, humiliation, depression, loss of dignity, and emotional distress.

WHEREFORE, the Plaintiff, I.J.R., demands judgment against Defendant, UBER TECHNOLOGIES, INC., for damages, court costs, and all other applicable fees and costs, and further demands trial by jury.

COUNT VI
NEGLIGENCE CLAIM AGAINST DEFENDANT,RASIER (FL) LLC d/b/a UBER

Plaintiff, I.J.R., hereby re-alleges, reasserts, and incorporates the allegations contained in paragraphs 1 through 58, as though fully set forth herein.

82. Plaintiff, I.J.R., brings this count against Defendant,RASIER (FL) LLC d/b/a UBER, ("RAISER").

83. That at all times material to this action, Defendant,RASIER, owed a duty to the public, including I.J.R., to use reasonable care in carrying out its ride-share application operations and in its selection, vetting, hiring, monitoring and supervising of prospective and active Uber Drivers/agents providing transportation services on its behalf by appropriately

investigating prospective drivers and other individuals within their households with access to the designated uber vehicle and by actively and continuously monitoring and supervising the individuals operating as its uber drivers/agents and by otherwise ensuring that only its approved and hired Uber drivers/agents operated and provided transportation services on its behalf.

84. That Defendant, RASIER, breached its duty of care to I.J.R. in one or more of the following:

- a. Failing to make an application appropriate investigation into its prospective drivers, including Defendant, MAYELIN K. BORBON, and any members of their household with access to the vehicle identified for use in providing transportation services on its behalf of
- b. Failing to properly monitor, supervise and oversee the trips or rides being provided on its behalf, including those done under Defendant, MAYELIN K. BORBON's, Uber driver/agent account/profile;
- c. Failing to employ proper and sufficient means to continuously and actively monitor trips and/or rides carried out through its ride-share application performed under Defendant, MAYELIN K. BORBON's driver account so as to discover that Defendant, ERNESTO BORBON, JR., was operating as Uber drivers and providing transportation services on its behalf through its ride-share application.
- d. Failing to track geographical positioning system and geolocation data available to it for the Uber Driver/Agent account/profile registered to Defendant, MAYELIN K. BORBON, and the vehicle listed thereunder despite there being multiple unscheduled unprompted stops and deviations made during the course of I.J.R.'s uber ride prior to the sexual assault that ultimately occurred here;
- e. Failing to implement policies and procedures requiring direct contact to be made with the driver or passenger involved in a trip where there were at least two unscheduled stops and deviations made along the route and trips where the ride was abruptly stopped or cancelled by the driver after accepting the ride and after following the provided for route up to one block of the destination, such as in this case;
- f. Failing to contact I.J.R., as the passenger/rider, or Defendant, ERNESTO BORBON, JR., as the Uber driver transporting I.J.R. upon Defendant, ERNESTO BORBON, JR., making two unscheduled stops along the route identified for I.J.R. ride/trip;
- g. Failing to contact I.J.R., as the passenger/rider, or Defendant, ERNESTO BORBON, JR., as the driver transporting I.J.R. through Uber when the ride/trip was terminated abruptly just before the vehicle reached the destination;
- h. Failing to implement a security pin verification system for Uber

- Driver/Agent accounts/profile, including under Defendant, MAYELIN K. BORBON's, name;
- i. Failing to perform a ride check for this Uber ride/trip;
 - j. Failing to review Geolocational positioning system (GPS) and geolocational data available for the trips/rides completed through its rideshare transportation services application and platform or using an Uber driver/agent related account by its drivers/agents to ensure drivers were not deviating from identified routes, adding unwarranted stops, misreporting trip data, along the route, or otherwise;
 - k. Failing to ensure that the only individual actually providing transportation services on its behalf under Defendant, MAYELIN K. BORBON's Uber driver/agent account was in fact the Defendant herself;
 - l. Failing to employ the Real-Time ID Check feature or other such reasonably available technologies that could have alerted it to the fact that Defendant, ERNESTO BORBON, JR. was operating as its Driver/Agent under the Uber Driver/Agent Account registered to his wife, Defendant, MAYELIN K. BORBON;
 - m. Failing to install a tamper-proof recording device in the vehicle being operated on its behalf by Defendant, ERNESTO BORBON, that could have alerted it to the fact that the individual operating the vehicle while the Uber Driver/Agent Account registered to Defendant, MAYELIN K. BORBON, was active and accepting trips/rides was not Defendant, MAYELIN K. BORBON;
 - n. Failing to conduct an adequate inquiry as to whether it was safe to place Defendant, MAYELIN K. BORBON, in a position to be its Uber Driver/Agent knowing that members of her household, such as Defendant, ERNESTO BORBON, JR., would have unfettered access to her Uber Driver/Agent Account and the vehicle registered under same, and thus, by extension, would have unfettered access to and contact with those vulnerable female passengers using Uber, including I.J.R.;
 - o. Failing to implement Uber passenger-faced measures, such as an in-application panic button or other such emergency notification systems, which would allow passengers, such as I.J.R., to call for help or alert the authorities when their safety has been compromised during a trip or ride.
 - p. Failing to implement measures to prevent sharing of Uber Driver/Agent accounts/profiles, including by associating each account or profile with a particular phone number; blocking multiple devices from login onto or accessing a single Uber Driver/Agent accounts/profile; a single Uber driver account; implementing and requiring identity verification and facial recognition security features to be part of the login process for every attempt to access Uber Driver/Agent Accounts/Profiles to confirm the identity of the individual attempting to login and access the driver account.
 - q. Failing to require its Uber Drivers/Agents to install tamper-proof GPS tracking systems in the vehicles associated with their driver accounts and being used to transport individuals on its behalf which immediately trigger alarms if deactivated or malfunctioning;

- r. Failing to disable child-lock features on passenger doors of its Uber vehicles;
- s. Failing to include as a condition of employment, that all prospective, active, and current Uber drivers/ agents, such as Defendant, MAYELIN K. BORBON, must agree swear, and affirm that the no individual, other than the named driver/agent, will have or be given access to the Uber-designated vehicle or their particular Uber Driver/Agent account/profile and that no other individual will be permitted to operate as an Uber Driver/Agent on the their behaves;
- t. Failing to undertake reasonable efforts that would have revealed that trips/Rides performed on their behalf under Defendant, MAYELIN K. BORBON's, Uber Driver/Agent account/profile were not being performed by said Defendant herself;
- u. Failing to implement a termination policy mandating immediate termination of any Uber Driver/Agent who permits any other individual to access or use their Uber account/profile and of any Uber Driver/Agent who allows another other individual to operate as an Uber Driver/ Agent on their behaves; and/or
- v. Other such negligent acts as discovery may show.

85. As a direct and proximate result of the aforementioned breaches of duties and negligence on the part of RASIER, I.J.R., was raped and suffered unwanted physical and sexual touching contact at the hands of Defendant, ERNESTO BORBON, JR., violation of her person, pain and suffering, mental anguish, loss of enjoyment of life, anxiety, humiliation, depression, loss of dignity, and emotional distress.

WHEREFORE, the Plaintiff, I.J.R., demands judgment against Defendant, RASIER (FL) LLC d/b/a UBER, for damages, court costs, and all other applicable fees and costs, and further demands trial by jury.

COUNT VIII
NEGLIGENCE CLAIM AGAINST DEFENDANT, EL RINCONCITO RESTAURANT
CORP. d/b/a EL NUEVO RINCONCITO LOUNGE

Plaintiff, I.J.R., hereby re-alleges, reasserts, and incorporates the allegations contained in paragraphs 1 through 59, as though fully set forth herein.

86. Plaintiff, I.J.R., brings this count against Defendant, EL RINCONCITO RESTAURANT

CORP. d/b/a EL NUEVO RINCONCITO LOUNGE (RINCONCITO).

87. That at all times material to this action, I.J.R. was employed by Defendant, RINCONCITO, and was operating in the course and scope of said employment such that there existed employer-employee/agent relationship between Defendant, RINCONCITO, and I.J.R.
88. That at all times material to this action, Defendant, RINCONCITO, owed a duty of care to its employees/agents, including I.J.R., to use reasonable care in its operations and to provide safe work environment.
89. That at all times material to this action, Defendant, RINCONCITO, owed a duty to , I.J.R., as her employer in control at the time and as the party responsible for occasioning I.J.R.'s intoxicated state by serving supplying and encouraging her overconsumption of alcoholic beverages, to exercise reasonable care under the circumstances to supervise, aid, and protect I.J.R.'s safety and well-being while she was rendered helpless, unable to protect herself, vulnerable and at heightened risk of harm by her intoxicated state that was brought about by Defendant, RINCONCITO.
90. That by serving I.J.R. while on the job and causing her to become intoxicated to the point of incapacitation, Defendant RINCONCITO, breached its duty of care owed to I.J.R.
91. That Defendant, RINCONCITO, further breached its duty of care owed to I.J.R. by also committing the following acts or omissions:
 - a. failing to take reasonable steps to ensure its employees/agents working at its Homestead establishment, including I.J.R., were not consuming alcoholic beverages while at work;
 - b. failing to prevent the possession/consumption of alcohol and/or drugs by its employees/agents working at its Homestead establishment, including I.J.R.,
 - c. failing to adopt implement and enforce the standards of the responsible vendor program for its operations at its Homestead establishment;
 - d. failing to train its employees/agents working at its Homestead establishment, including I.J.R., on the industry safety standards and prevailing best practices that prohibit the consumption of alcoholic

- e. beverages while on the job;
 - e. Failing to properly supervise and monitor its employees/agents working at its Homestead establishment, including I.J.R., to ensure they demonstrated safe work practices and refrained from consuming alcoholic beverages,
 - f. allowing I.J.R. to become intoxicated without intervening to halt said behavior and prevent it from further escalating;
 - g. failing to appropriately recognize and respond to its employees/agents working at its Homestead establishment, including I.J.R., who displayed clear signs of intoxication by stopping any consumption of alcoholic beverages while on shift;
 - h. failing to take reasonable steps to protect I.J.R. upon discovering her intoxicated state;
 - i. failing to adequately protect I.J.R. when it was readily apparent that she was intoxicated and attempting to get home;
 - j. failing to take reasonable steps to prevent its employees/agents working at its Homestead establishment, including I.J.R., from becoming intoxicated while working;
 - k. failing to adequately supervise its employees/agents working at its Homestead establishment, including I.J.R., known to be intoxicated; and/or
 - l. other such negligent acts as discovery may show.
92. As a direct and proximate result of Defendant, RINCONCITO's, negligence in permitting, I.J.R., to become incapacitating intoxicated and in allowing her to leave the property and be transported home in the vehicle operated by Defendant, ERNESTO BORBON, JR., while in said state I.J.R. was raped and sexually assaulted.
93. As a direct and proximate result of Defendant, RINCONCITO's, aforementioned breaches of duties and negligence resulting in I.J.R.'s sexual assault and rape from which I.J.R. suffered a violation of her person, pain and suffering, mental anguish, loss of enjoyment of life, anxiety, humiliation, depression, loss of dignity, and emotional distress.

WHEREFORE, Plaintiff, I.J.R. demands judgment against Defendant, RINCONCITO RESTAURANT CORP. d/b/a EL NUEVO RINCONCITO LOUNGE, for damages, court costs, and all other applicable fees and costs, and further demands trial by jury.

DEMAND FOR JURY TRIAL

Plaintiff, I.J.R. demands a trial by jury as to all issues so triable as a matter of right.

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of July 2025, a true and correct copy of the foregoing has been electronically filed with the Clerk of the Court by using the Florida Courts E-Filing Portal and served with the Summons and Complaint.

FRIEDMAN, RODMAN, FRANK & ESTRADA, P.A.

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