

IN THE FOURTH DISTRICT COURT OF APPEAL
STATE OF FLORIDA
CASE No. 4D25-0117

LOUISE HADDAD,

Appellant,

v.

LYFT FLORIDA, INC., et al.,

Appellees.

BRIEF OF APPELLEE, LYFT FLORIDA, INC.

ON APPEAL FROM A FINAL JUDGMENT ENTERED IN THE CIRCUIT COURT OF
THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY,
FLORIDA

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INTRODUCTION

In 2017, the Florida Legislature passed a comprehensive law regulating all aspects of the burgeoning rideshare industry. See § 627.748, Fla. Stat. (the TNC Statute). The TNC Statute created a detailed, balanced framework for transportation network companies (TNCs), like Lyft. On one hand, it required TNCs to conduct a stringent approval process for TNC drivers while obligating TNCs to ensure up to \$1 million of insurance for TNC-related accidents. On the other, it protected TNCs from vicarious liability by classifying TNC drivers as independent contractors that TNCs are deemed *not* to “control.”

But this thoughtful framework did not have its intended effect of streamlining TNC litigation. So, in 2020, the Florida Legislature passed Subsection 18. § 627.748(18), Fla. Stat. (2020). Subsection 18 immunizes TNCs from all liability “for harm to persons or property which results or arises out of the use, operation, or possession of a motor vehicle operating as a TNC vehicle while the driver is logged on to the digital network.” *Id.* By the same token, Subsection 18 makes clear that it “does not alter or reduce the coverage or policy limits of the insurance requirements” of the TNC Statute to compensate those

injured by a TNC driver's negligence. § 627.748(18)(b), Fla. Stat.

To overcome Subsection 18's immunity shield for TNCs, the plaintiff must first plead, and then prove, a narrow statutory exception: (1) that the TNC engaged in "negligence under this section" or "criminal wrongdoing under the federal or Florida criminal code"; (2) that the TNC failed to fulfill "all of its obligations under this section with respect to the TNC driver"; or (3) that the TNC was the owner or bailee of the TNC vehicle "that caused harm to persons or property." § 627.748(18)(a)(1)–(3), Fla. Stat. If the plaintiff does so, they are entitled to discovery against the TNC and can advance past the pleadings stage. If they do not, the plaintiff's claims against the TNC cannot move forward, consistent with Subsection 18's plain language and its overarching purpose to streamline TNC litigation.

This case presents a straightforward application of these principles. Appellant Louise Haddad alleges she was assaulted by driver Sindy Rodriguez Hernandez while Hernandez was providing her with a prearranged ride on Lyft's digital network. After her vicarious liability claims seeking to hold Lyft liable for Hernandez's assault were dismissed, Haddad repackaged those claims in the operative complaint as claims for negligent misrepresentation (Count

II) and fraudulent misrepresentation/fraud in the inducement (Count III). Haddad's theory is that Lyft represented that its digital platform was safe, which Haddad relied upon to her detriment in "agreeing to take the subject rideshare . . . result[ing] in a battery by [Hernandez]."

The trial court correctly dismissed Haddad's claims against Lyft with prejudice, finding Lyft was immune from liability under Subsection 18. In its ruling, the trial court applied Subsection 18's plain language and settled Florida law. In doing so, it joined a host of other Florida trial courts in dismissing analogous claims against Lyft under Subsection 18.

On appeal, Haddad disagrees, but none of her arguments are convincing. She first misapprehends the trial court's ability to consider Lyft's immunity under the TNC Statute where the face of her operative complaint proves its application. She then attempts to rewrite the language of Subsection 18 to permit plaintiffs to plead around it by artfully renaming their claims. Haddad's proffered interpretation would render Subsection 18 a dead letter, undercutting its entire purpose. That cannot be.

Because Haddad's claims fall squarely within the immunity

conferred by Subsection 18 and she alleges no statutory exception to immunity, the Court should affirm the trial court’s dismissal in full.

STATEMENT OF THE CASE AND FACTS

I. THE RELEVANT STATUTORY FRAMEWORK.

A. Florida’s TNC Statute.

The Florida Legislature enacted the TNC Statute to comprehensively regulate all TNCs operating in Florida, and it preempts all local laws governing TNCs. § 627.748, Fla. Stat. The stated purpose of the statute is to “provide uniformity of laws governing TNCs . . . throughout the state.” § 627.748(17), Fla. Stat. To that end, the TNC Statute creates a detailed regulatory framework, setting forth specific obligations for TNCs in the operation of their digital platforms.

The statute defines a TNC, like Lyft, as an “entity operating in this state pursuant to this section using a digital network to connect a rider to a TNC driver, who provides prearranged rides.” § 627.748(1)(e), Fla. Stat.; *see also Checker Cab Operators, Inc. v. Miami-Dade Cnty.*, 899 F.3d 908, 912 (11th Cir. 2018) (recognizing Lyft as a TNC governed by § 627.748).

The original version of the TNC Statute contains several provisions limiting TNC liability. It provides that “a TNC or TNC driver is not a common carrier,” § 627.748(2), Fla. Stat., and that a “TNC is not deemed to own, control, operate, direct, or manage the TNC vehicles or TNC drivers that connect to its digital network,” § 627.748(1)(e), Fla. Stat. The TNC Statute also creates an independent contractor relationship between drivers, like Hernandez, and TNCs, like Lyft. That provision is entitled: “Limitation on Transportation Network Companies.” § 627.748(9), Fla. Stat. It states that “[a] TNC driver is an independent contractor and not an employee of the TNC if all the following conditions are met”:

- (a) The TNC does not unilaterally prescribe specific hours during which the TNC driver must be logged on to the TNC’s digital network.
- (b) The TNC does not prohibit the TNC driver from using digital networks from other TNCs.
- (c) The TNC does not restrict the TNC driver from engaging in any other occupation or business.
- (d) The TNC and TNC driver agree in writing that the TNC driver is an independent contractor with respect to the TNC.

Id.

Balanced against these provisions limiting TNC liability, the TNC Statute sets out “Insurance Requirements” that a TNC must

meet with respect to TNC drivers. TNCs must ensure “at least \$1 million” in bodily injury protection to cover TNC drivers when they are engaged in prearranged rides on the TNC’s digital platform. § 627.748(7), Fla. Stat. The TNC Statute also prescribes comprehensive “Driver Requirements,” outlining the steps a TNC must take before authorizing drivers to access the TNC’s digital platform. These include obtaining a valid driver’s license and registration from the driver applicant and absorbing the cost of having driving record and criminal background checks conducted on the driver to confirm they meet the TNC Statute’s stringent “driver-eligibility requirements.” § 627.748(12), Fla. Stat.; *see also Checker Cab*, 899 F.3d at 914 (“The [TNC Statute] also prescribed insurance and driver-eligibility requirements.”).

B. The Legislature’s 2020 Amendment: Broad Immunity for TNC Companies in Subsection 18.

In June of 2020, the Florida Legislature amended the TNC Statute to add a broad immunity provision limiting the liability of TNC companies “under general law.” § 627.748(18), Fla. Stat. (2020). Subsection 18 reads, in full:

(a) A TNC is not liable under general law by reason of owning, operating, or maintaining the digital network

accessed by a TNC driver or rider, or by being the TNC affiliated with a TNC driver, for harm to persons or property which results or arises out of the use, operation, or possession of a motor vehicle operating as a TNC vehicle while the driver is logged into the digital network if:

1. There is no negligence under this section or criminal wrongdoing under the federal or Florida criminal code on the part of the TNC;
2. The TNC has fulfilled all of its obligations under this section with respect to the TNC driver; and
3. The TNC is not the owner or bailee of the motor vehicle that caused harm to persons or property.

(b) This subsection does not alter or reduce the coverage or policy limits of the insurance requirements under subsection (7) or the liability of any person other than the vicarious liability of a TNC as described in paragraph (a).

Id.

In effect, Subsection 18 sets a default rule immunizing TNCs from liability for claims arising from a ride while a driver is logged on to the TNC's digital network. *Id.* Subsection 18 thus makes clear, at the pleadings stage, that a TNC is not liable "*under general law*" for harm arising out of a ride on its digital platform, unless one of three narrow statutory exceptions is alleged to apply. *Id.* (emphasis added).

Although the plain language of Subsection 18 is clear, the legislative history confirms this construction. Subsection 18 was

modeled after the federal Graves Amendment, which generally prohibits states from imposing liability on rental car companies for the conduct of a renter-driver. R.472 (H.B. 1039, Final Bill Analysis, at *6 (June 25, 2020)). Recognizing how the Graves Amendment works in application, the Florida Legislature explained, “the Florida Supreme Court [has] held that as it relates to rental car companies, the Graves Amendment specifically preempts s. 324.021(9)(b)2., F.S. [Florida’s dangerous instrumentality doctrine], and relieves rental car companies, while engaged in the trade or business of renting or leasing motor vehicles, from vicarious liability for harm caused by the driver.” R.472.

But Subsection 18 goes a step further. Given the TNC insurance requirements, Subsection 18 provides even broader immunity than the Graves Amendment that is specific to the TNC industry. It creates a presumption that a TNC is not liable “under general law” for any harm that “arises out of” a rideshare ride. § 627.748(18), Fla. Stat. And the exceptions to immunity provided by Subsection 18 are narrower than those set out in the Graves Amendment: while the Graves Amendment provides that immunity applies “if . . . there is no negligence or criminal wrongdoing on the part of [the rental

company],” 49 U.S.C. § 30106(a)(2), immunity under Subsection 18 applies “if . . . [t]here is no negligence *under this section* or criminal wrongdoing under the federal or Florida criminal code on the part of the TNC.” § 627.748(18)(a)(1), Fla. Stat. (emphasis added).

For Subsection 18 then, it is only a certain kind of direct negligence that is actionable: negligence under the TNC Statute. Subsection 18(a) thus takes the comprehensive regulatory scheme set out by the Legislature to govern the TNC industry into account, cross-referencing it and requiring non-compliance with a provision of the TNC Statute for an exception to TNC’s immunity to apply. *Id.*

II. THE EVOLUTION OF HADDAD’S CLAIMS.

A. The Original Pleadings and First Dismissal With Leave to Amend.

In her original Complaint, Haddad asserted six claims against Hernandez and Lyft, including: negligence against Hernandez (Count I); negligence against Lyft based on a vicarious liability theory (Count II) (alleging that Hernandez “was acting within the course and scope of that agency with LYFT” when she assaulted Haddad); negligent hiring of an independent contractor against Lyft (Count III); negligence against Lyft and Hernandez under a joint venture theory

(Count IV); “direct negligence” against Lyft (Count V); and intentional “affliction” of emotional distress against Lyft (Count VI), as well as a claim for punitive damages. R.11–25. After Lyft moved to dismiss the complaint (R.33–61), Haddad filed an Amended Complaint reasserting the same claims. R.66–80.

Lyft moved to dismiss again explaining that the Amended Complaint failed to state any claim against Lyft. R.163–230. Specifically, in addition to other legal bars and dispositive pleading deficiencies,¹ Lyft explained that Subsection 18 “sets a default rule immunizing TNCs from liability for personal injury arising from a TNC driver’s action. Where the Amended Complaint contains no factual allegations supporting an exception to Section 18, it fails to state a claim and is subject to dismissal.” R.169.

The trial court agreed, granting Lyft’s motion to dismiss without prejudice to Haddad filing a second amended pleading (the First Dismissal Order). R.346–47. Specifically, the court ruled “[t]he Amended Complaint fails to include factual allegations supporting

¹ For brevity, Lyft omits the legal arguments that supported dismissal of claims in the Amended Complaint that Haddad abandoned in the operative complaint on appeal.

one or more of the enumerated exceptions to the default rule of non-liability under Subsection 18(a) of Florida’s TNC Statute, Fla. Stat. § 627.748.” R.346.

B. The Operative Complaint.

In the operative Second Amended Complaint (Complaint),² Haddad alleges that in April 2022, she was visiting Florida with a friend and agreed to take a prearranged ride on the Lyft platform from dinner to their hotel. R.351. Haddad alleges that she and her friend were picked up by a vehicle driven by Hernandez “with the permission, consent and for the benefit of LYFT.” R.352. Haddad further alleges that “while a lawful passenger on Defendant LYFT,” she was assaulted by Hernandez. R.352. As a result, Haddad allegedly suffered “severe and permanent bodily injuries.” R.352.

The Complaint asserts a negligence claim against Hernandez, alleging “as a direct and proximate result of the negligence of [Hernandez], [Haddad] suffered bodily injury and resulting pain and

² In the Second Amended Complaint, Haddad abandoned her claims for negligent hiring of an independent contractor against Lyft (Count III), negligence against Lyft and Hernandez under a joint venture theory (Count IV), and intentional “affliction” of emotional distress against Lyft (Count VI), as well as her claim for punitive damages. R.11–25.

suffering.” R.352. Against Lyft, the Complaint asserts a negligent misrepresentation (Count II) and fraudulent misrepresentation/fraud in the inducement claim (Count III). In her negligent misrepresentation claim, Haddad generically alleges that on Lyft’s website it “publicly proclaims that riders are safe on its platform.” R.353. Haddad claims she saw these safety-related statements and relied on them in “agreeing to take the subject rideshare.” R.352. She alleges that the statements are purportedly false because she was assaulted by Hernandez during her ride on the Lyft platform. R.354 (“She was injured as a result of her reliance when the ride and service that was advertised as safe was not, and resulted in a battery by a LYFT driver that would not have occurred had Haddad known that LYFT also disclaimed the very safety it publicly claimed to be committed to.”). Haddad’s fraudulent misrepresentation/fraud in the inducement claim is nearly identical. R.354–55 (*Compare* ¶¶19–24, *with* ¶¶ 26, 30–31).

III. THE TRIAL COURT’S DISMISSAL WITH PREJUDICE.

A. Lyft’s Motion to Dismiss.

Given the Complaint’s failure to cure the fatal flaw identified by the trial court in the First Dismissal Order concerning the dispositive

absence of any allegations “supporting one or more of the enumerated exceptions to the default rule of non-liability under Subsection 18(a) of Florida’s TNC Statute” (R.169), Lyft again moved to dismiss the Complaint. R.417–74.

In the motion, Lyft explained that the court had already dismissed Haddad’s prior complaint for failure to allege the applicability of any exception to the immunity provided by Subsection 18. R.417. Subsection 18, Lyft explained, “creates a *presumption* that TNCs are *immune* from all liability ‘for harm to persons or property which results or arises out of the use, operation, or possession of a motor vehicle operating as a TNC vehicle while the driver is logged onto the digital network.’” R.417–18 (original emphasis). Although Haddad restyled her vicarious liability claim as negligent and fraudulent misrepresentation claims to attempt to plead around Subsection 18, the harm she alleged still arose out of a rideshare ride—*i.e.*, “out of the use, operation, or possession of a motor vehicle operating as a TNC vehicle while the driver is logged onto the digital network”— and thus fell within the broad grant of immunity provided for in Subsection 18. R.425–27. Thus, to avoid dismissal, Haddad bore the burden to plead one of the narrow

statutory exceptions to default TNC immunity: that (1) the TNC engaged in “negligence under [the TNC Statute]” or “criminal wrongdoing under the federal or Florida criminal code;” (2) the TNC failed to fulfill “all of its obligations under this section with respect to the TNC driver;” or (3) that the TNC was the owner or bailee of the TNC vehicle “that caused harm to persons or property.” R.418 (quoting § 627.748(18)(a)(1)–(3), Fla. Stat.). Haddad failed to do so, mandating dismissal under Subsection 18.

In support of this plain reading of the TNC Statute’s immunity provision, Lyft attached six other trial court orders dismissing claims against TNCs in Florida under Subsection 18—including both vicarious liability and direct negligence claims—representing a uniform construction of Subsection 18 as insulating TNCs from liability for all claims arising from harm allegedly caused by a TNC driver during a prearranged ride. R.432–33, 435–36, 438–39, 441, 443–44, 446–47, 462–63, 464–65.

B. Haddad’s Opposition.

Haddad opposed the motion (R.475–684), arguing that Subsection 18 only bars claims against a TNC for vicarious liability, but “does not immunize Lyft from direct liability for its own torts like

negligent misrepresentation.” R.476. Emphasizing the title of the statute as “Vicarious Liability,” Haddad urged the court to adopt a narrow construction of Subsection 18 as only barring claims formally styled as “vicarious liability” claims. R.480. Haddad argued that because Subsection 18 is modeled on the Graves Amendment and the Graves Amendment provides immunity only for vicarious liability claims, Subsection 18 must be similarly interpreted, despite the Florida legislature’s choice of broader immunity language and narrower exceptions to immunity in Subsection 18. R.477-82.

Haddad further argued that her claims cannot be considered vicarious liability claims because she is not alleging “that Lyft is *derivatively* liable for the actions of its driver, but that it is *directly* liable for deceiving Plaintiff into believing Lyft rides were ‘safe’ when its own terms of service disclaim that exact safety.” R.481 (original emphasis).

C. The Dismissal Order.

After a hearing on the motion, the trial court entered its order dismissing Haddad’s claims against Lyft with prejudice. R.492. Applying the plain language of the TNC Statute, the court again ruled:

The Second Amended Complaint fails to include factual allegations supporting one or more of the enumerated exceptions to the default rule of non-liability under Subsection 18 of Florida's TNC Statute, Fla. Stat. § 627.748.

R.492. Haddad timely appealed. R.494–97.

SUMMARY OF ARGUMENT

Haddad advances three arguments on appeal, one procedural and two substantive. None are persuasive. And none can be squared with the plain language of the TNC Statute and established Florida law.

First, Haddad argues that the immunity provided by Subsection 18(a) is an affirmative defense that the trial court improperly considered on a motion to dismiss. But Florida law is clear that dismissal is proper where, as here, the applicability of an affirmative defense is clear from the face of the complaint. Cases granting dismissal under the Graves Amendment, on which the statutory structure of Subsection 18 was modeled, and numerous trial court decisions granting dismissal under Subsection 18 confirm this.

Second, Haddad argues that because Subsection 18 is titled “Vicarious Liability,” it grants immunity only as to claims styled as traditional vicarious liability claims. But the substantive scope of

Subsection 18 sweeps far more broadly, and Florida law is clear that the header of a statute cannot limit the plain meaning of its text. Regardless of what Haddad’s claims are titled, the allegations in the Complaint make clear that those claims fall squarely within the scope of Subsection 18’s grant of immunity.

Third, Haddad argues that even if her claims fall within Subsection 18’s immunity provision, she has adequately pled an exception to immunity because her Complaint generically alleges that Lyft was negligent. But the exception to immunity that Haddad relies on requires allegations of “negligence *under this section*”—that is, under the TNC Statute. The Complaint indisputably fails to allege that Lyft was non-compliant with any provision of the TNC Statute.

Haddad’s arguments fail, and the trial court’s order should be affirmed, for all of these reasons.

ARGUMENT

I. STANDARD OF REVIEW.

This Court reviews an order granting a motion to dismiss *de novo*. *Stein v. BBX Capital Corp.*, 241 So. 3d 874, 876 (Fla. 4th DCA 2018). “A trial court’s interpretation of a statute is reviewed *de novo*

as well.” *S & A Prop. Inv. Servs., LLC v. Garcia*, 360 So. 3d 432, 435 n.4 (Fla. 3d DCA 2023).

II. THE TRIAL COURT CORRECTLY CONSIDERED LYFT’S IMMUNITY UNDER SUBSECTION 18 OF THE TNC STATUTE AT THE MOTION TO DISMISS STAGE.

As a preliminary matter, Haddad argues the trial court committed reversible error by considering Lyft’s immunity under Subsection 18 at the motion to dismiss stage. Initial Brief (IB:) at 7. But it is well settled that a trial court “may rule on affirmative defenses if allegations supporting the affirmative defenses appear on the face of the complaint.” *Gabriji, LLC v. Hollywood E., LLC*, 304 So. 3d 346, 348 (Fla. 4th DCA 2020) (citing *Doe No. 3 v. Nur-Ul-Islam Acad., Inc.*, 217 So. 3d 85, 87 (Fla. 4th DCA 2017)).

Florida Rule of Civil Procedure 1.110(d) makes this explicit, providing, in pertinent part, that “[a]ffirmative defenses appearing on the face of a prior pleading may be asserted as grounds for a motion to dismiss[.]” Fla. R. Civ. P. 1.110(d); accord *Garofalo v. Proskauer Rose LLP*, 253 So. 3d 2, 5 (Fla. 4th DCA 2018) (“where the facts supporting the defense affirmatively appear on the face of the complaint and establish conclusively that the [defense] bars the action as a matter of law, the issue can be raised in a motion to

dismiss.” (citation modified)); *Doe v. Am. Online, Inc.*, 718 So. 2d 385, 388 (Fla. 4th DCA 1998) (“affirmative defenses appearing on the face of a prior pleading may be asserted as grounds for a motion for defense under rule 1.140(b”).

Here, this Court need look no further than the Complaint to dispose of Haddad’s procedural challenge to the facial applicability of Subsection 18. For example, Haddad alleges:

- “LYFT was and is a foreign corporation . . . authorized to transact business in the State of Florida,” (¶ 3);
- Lyft provides “*Rideshare services*,” (¶ 5) (emphasis added);
- “Plaintiff was visiting Florida and following dinner with a friend, the friend requested *LYFT to drive them* back to their hotel,” (¶ 8) (emphasis added);
- “[*W*hile a lawful passenger on Defendant LYFT, Plaintiff was assaulted by her LYFT driver [Hernandez], and thereby sustained severe and permanent bodily injuries,” (¶ 14) (emphasis added);
- “[Haddad] was injured as a result of her reliance when *the ride and service that was advertised as safe was not*, and resulted in a battery *by a LYFT driver*,” (¶¶ 23, 30) (emphasis added).

R.353–55.

These allegations place Lyft squarely within the definition of a “TNC” operating a “digital network” under the TNC Statute. *Compare* § 627.748(1)(e), Fla. Stat. (defining a “TNC” as an “entity operating in this state pursuant to this section using a digital network to connect a rider to a TNC driver, who provides prearranged rides”), *with* R.353–55. The allegations in the Complaint likewise confirm the applicability of Subsection 18, as Haddad is seeking to hold Lyft liable by virtue of “operating . . . [its] digital network” or for “being the TNC affiliated with [Hernandez],” for harm “aris[ing] out of [Hernandez’s] use, operation, or possession of a motor vehicle operating as a TNC vehicle while [Hernandez] is logged onto the digital network.” § 627.748(18), Fla. Stat.; *see also* IB:18 (confirming that Haddad’s claims concern “how [Lyft] operated its digital TNC network”); *infra*, Part III.A.3.

Because the applicability of the TNC Statute and Subsection 18 are clear from the face of the Complaint, the trial court correctly evaluated Lyft’s immunity at the motion to dismiss stage and found that Subsection 18 bars Haddad’s claims. *See Garofalo*, 253 So. 3d at 5 (affirming dismissal based on application of an affirmative

defense, the facts of which appeared on the face of the complaint and barred the action as a matter of law); *City of Riviera Beach v. Reed*, 987 So. 2d 168, 170 (Fla. 4th DCA 2008) (affirming dismissal based on statute of limitations defense where “the facts in support thereof affirmatively appear[ed] on the face of the complaint”) (cleaned up).³

Having pled the applicability of Subsection 18’s immunity provision on the face of the Complaint, Haddad’s argument that the trial court erred by requiring her to plead the applicability of one of “subparagraphs (18)(a)1.–3. as ‘exceptions’ to the immunity provision,” IB:8, is belied by the very authorities Haddad relies on. As Haddad concedes, Subsection 18 is modeled on the Graves Amendment, which follows the same structure as Subsection 18 by defining the scope of immunity and then providing exceptions to

³ The cases relied on by Haddad are either totally inapposite or involve affirmative defenses that, unlike here, were not established on the face of the complaint. See IB:7 (quoting *Langford v. McCormick*, 552 So. 2d 964, 967 (Fla. 1st DCA 1989)) (rejecting argument that the trial court erred by allowing an unpled affirmative defense to be tried because it was “obviously tried with the implied consent of the [parties]”); IB:8 (citing *Avila S. Condo. Ass’n, Inc. v. Kappa Corp.*, 347 So. 2d 599, 604 (Fla. 1977)) (holding that the affirmative defense of ratification would not bar a fraud claim where its applicability was not apparent from the four corners of the complaint).

immunity framed as conditions. *Compare* 49 U.S.C. § 30106(a) (rental companies “shall not be liable . . . if . . .”); *with* § 627.748(18), Fla. Stat. (“A TNC is not liable . . . if . . .”). Interpreting this identical statutory structure under the Graves Amendment, Florida courts routinely hold that dismissal is appropriate where a plaintiff fails to plead one of the statutory exceptions to immunity. *See, e.g., Rivers v. Hertz Corp.*, 121 So. 3d 1078, 1080 (Fla. 3d DCA 2013) (affirming dismissal with prejudice under the Graves Amendment where plaintiff “failed to allege sufficient facts to show” the applicability of an exception to immunity); *Chang v. United States*, No. 19-CV-25195, 2020 WL 6114880, at *2 (S.D. Fla. May 18, 2020) (dismissing with prejudice under the Graves Amendment where “the Amended Complaint does not allege any [exception]”); *Scott v. A Betterway Rent-A-Car, Inc.*, No. 5:17-CV-240, 2018 WL 1558268, at *2 (M.D. Fla. Mar. 27, 2018) (“Plaintiffs have not sufficiently alleged [an exception to the Graves Amendment]. Accordingly, Plaintiffs have failed to state a cause of action.”). The cases cited by Haddad confirm this. *See* IB:13 (citing *Hallums v. Infinity Ins. Co.*, 309 F. Supp. 3d 1333, 1342 (S.D. Fla. Apr. 20, 2018)) (recognizing that a rental car company may “file a motion to dismiss relying on Graves”).

For these reasons, Florida trial courts interpreting the TNC Statute have taken the same approach and dismissed claims against TNCs where, as here, the applicability of Subsection 18 is clear on the face of the complaint and the plaintiff fails to plead a statutorily-defined exception. *See, e.g., Slayton v. Lyft, et al.*, Case No. 2024-CA-000584 (Fla. 4th Jud. Cir. Ct. June 24, 2025)⁴ (dismissing based on “Plaintiff’s failure to plead allegations sufficient to avoid the immunity granting [TNCs] under section 627.748(18)”; *Harrell et al. v. Martinez et al.*, Case No. 2024-005258-CA-01 (Fla. 11th Jud. Cir. Ct. June 17, 2025) (similar); *McCullum v. Lyft, et al.*, Case No. 2023-CA-003105 (Fla. 4th Jud. Cir. Ct. Apr. 11, 2024) (R:432–33) (similar); *Dominguez v. Lyft, et al.*, Case No. 2023-008516-CA-01 (Fla. 11th Jud. Cir. Ct. Apr. 11, 2024) (R:438) (similar); *Yurdakul v. Lyft, et al.*, Case No. 2023-CA-000994 (Fla. 2d Jud. Cir. Ct. Jan. 24, 2024) (R:305) (similar); *Gonzalez v. Lyft, et al.*, Case No. 2023-008670-CA-01 (Fla. 11th Jud. Cir. Ct. Jan. 9, 2024) (R:302–03) (similar); *Jaworski v. Lyft, et al.*, Case No. CACE 23-004781 (Fla. 17th Jud. Cir. Ct. Oct. 29, 2023) (R:299–300) (similar); *Kochenower v. Lyft et al.*, Case No. 16-

⁴ *See* Lyft’s Notice of Supplemental Authority, filed on September 15, 2025.

2021-CA-00138 (Fla. 4th Jud. Cir. Ct. Nov. 12, 2021) (R:281–84)
(similar).

Haddad’s threshold pleading argument fails for these reasons.

III. THE PLAIN LANGUAGE OF SUBSECTION 18 PROVIDES BROAD TNC IMMUNITY FOR HARM ARISING OUT OF A PREARRANGED RIDE ON A TNC PLATFORM, AS ALLEGED BY HADDAD.

Turning to the merits, Haddad asks this Court to interpret Subsection 18 narrowly, extending immunity only for claims against TNCs styled as “vicarious liability claims.” IB:8–15. Haddad argues that her claims fall outside the scope of Subsection 18 because they are styled as “direct liability” claims. IB:9–14. But the plain language of Subsection 18 forecloses Haddad’s transparent attempt to plead around the broad immunity granted to TNCs by the Florida Legislature for precisely the type of harm alleged by Haddad.

A. Subsection 18 Confers Broad Immunity to TNCs for Claims “Under General Law” for Harm That “Arises Out of” the Use of a TNC Platform.

1. The plain language of Subsection 18(a) extends beyond traditional vicarious liability claims.

In interpreting a statute, this Court begins with the statute’s plain language. *Lafrance v. Emile*, 401 So. 3d 379, 380 (Fla. 4th DCA 2025). “Where the words of a statute are plain and unambiguous and

convey a definite meaning, courts must read the statute as written.” *Id.* (quoting *Hollywood Park Apartments S., LLC v. City of Hollywood*, 361 So. 3d 356, 361 (Fla. 4th DCA 2023)). The Court follows the “‘supremacy-of-text’ principle—namely, the principle that [t]he words of a governing text are of paramount concern, and what they convey in their context is what the text means.” *Id.* (quoting *Ham v Portfolio Recovery Assocs.*, 308 So. 3d 942, 946 (Fla. 2020)). Where the statutory language is clear, the Court’s analysis ends with the plain text. *Vanegas v. State*, 360 So. 3d 1195, 1198 (Fla. 3d DCA 2023) (internal citation omitted).

Beginning with Paragraph (a) of Subsection 18, the Legislature included broad language to define the scope of TNC immunity:

(a) A TNC *is not liable under general law* by reason of owning, operating, or maintaining the digital network accessed by a TNC driver or rider, or by being the TNC affiliated with a TNC driver, for harm to persons or property which *results or arises out of* the use, operation, or possession of a motor vehicle operating as a TNC vehicle while the driver is logged onto the digital network if:

1. There is no negligence under this section or criminal wrongdoing under the federal or Florida criminal code on the part of the TNC;
2. The TNC has fulfilled all of its obligations under this section with respect to the TNC driver; and

3. The TNC is not the owner or bailee of the motor vehicle that caused harm to persons or property.

§ 627.748(18)(a), Fla. Stat. (emphasis added).

As the plain language confirms, Subsection 18(a) extends immunity to TNCs from liability for all claims “under general law”—by reason of operating a TNC platform or for being affiliated with a TNC driver—“aris[ing] out of” the use, operation or ownership of a TNC platform, with three narrow exceptions. *Id.*

There is no textual language limiting Subsection 18 to vicarious liability claims. To the contrary, the Legislature specifically used the term “general law.” “A general law operates *universally.*” *Fla. Dep’t of Bus. & Pro. Regul. v. Gulfstream Park Racing Ass’n, Inc.*, 967 So. 2d 802, 807 (Fla. 2007) (emphasis added). That means Subsection 18 was intended to cover any claim—regardless of how it is named. Had the Legislature intended otherwise, it would have simply inserted the word “vicariously” between “not” and “liable.” The Legislature did no such thing. Nor can this Court. *See Wright v. City of Miami Gardens*, 200 So. 3d 765, 768 (Fla. 2016) (“Courts are not at liberty to extend, modify, or limit the express and unambiguous terms of a statute.”).

Likewise, the Legislature’s use of the phrase “*aris[ing] out of*” a ride on a TNC platform is a clear indication that it meant the scope of immunity to sweep broadly. See *Taurus Holdings, Inc. v. U.S. Fid. & Guar. Co.*, 913 So. 2d 528, 539 (Fla. 2005) (holding the phrase “arising out of” is “broader in meaning than the term ‘caused by’ and means ‘originating from,’ ‘having its origin in,’ ‘growing out of,’ ‘flowing from,’ ‘incident to’ or having a connection with”). Given such clear, broad, and commonly-used language, Haddad gains nothing by invoking the unremarkable proposition that statutes in derogation of the common law must be plain. IB:10, 12 (citing *Slawson v. Fast Food Enters.*, 671 So. 2d 255, 257 (Fla. 4th DCA 1996)).

Under the statutory language of Subsection 18(a) then, if a plaintiff alleges harm that “arises out of” a rideshare ride on a TNC’s digital platform, and seeks to hold a TNC liable “under general law” for that harm, those claims are barred. § 627.748(18)(a), Fla. Stat. Nothing about this broad, carefully-crafted statutory language limits immunity to claims for “*traditional vicarious liability* under general law,” and the Court cannot read such a limitation into the statute. See, e.g., *Hayes v. State*, 750 So. 2d 1, 4 (Fla. 1999) (“We are not at liberty to add words to statutes that were not placed there by the

Legislature.”); *Holly v. Auld*, 450 So. 2d 217, 219 (Fla. 1984) (holding that courts are “without power to construe an unambiguous statute in a way which would extend, modify, or limit its express terms”); *Trout v. Bucher*, 205 So. 3d 876, 879 (Fla. 4th DCA 2016) (a court may not “rewrite” a statute, “ignore [its] words,” or “insert language limiting” its meaning).

As this Court must ascribe common meaning to the terms the Legislature chose, there is no room to accept the cramped construction Haddad proffers.

2. The title of Subsection 18 cannot limit the plain reach of its statutory text.

Unable to grapple with the plain meaning of Subsection 18(a)’s broad language, Haddad primarily relies on Subsection 18’s title: “Vicarious Liability.” Haddad says this “clearly requires an interpretation that it applies to only vicarious liability claims.” IB:10. Florida law dictates otherwise. “The title of a statute and the heading of a section cannot limit the plain meaning of the text.” *Brooks v. Brooks*, 164 So. 3d 162, 164 (Fla. 2d DCA 2015) (quoting *Bhd. of R.R. Trainmen v. Balt & Ohio R.R. Co.*, 331 U.S. 519, 528–29 (1947)). Instead, any title “must be read in conjunction with and does not

override the text of the statute.” *Id.* (citing *Fla. Dep’t of Revenue v. Piccadilly Cafeterias, Inc.*, 554 U.S. 33, 47 (2008)). Courts should attempt to harmonize a header with the statutory text to the extent possible, but “[w]here statutory text and title are inconsistent, [the Court] goes with the text.” *Kanapuram v. Dir. U.S. Citizenship & Immigration Servs.*, 131 F.4th 1302, 1308 (11th Cir. 2025) (citing *Bhd. of R.R. Trainmen*, 331 U.S. at 518–29) (cleaned up).

For this case, the header of Subsection 18 and the broad grant of immunity set out in Subsection 18(a) can be harmonized—as explained *infra* in Points III.A.3 and III.B. Despite Haddad’s protestations, she is ultimately trying to hold Lyft liable for Hernandez’s alleged assault. That is a classic vicarious liability theory. Dressing her claims up as “misrepresentations” does not change their derivative character. But if the Court has any doubt about harmonizing the scope of Subsection 18’s scope with its title, that doubt must be resolved in favor of “the supremacy-of-text principle.” *Steele v. Comm’r of Soc. Sec.*, 385 So. 3d 587, 590 (Fla. 2024) (“As expressed in our cases involving statutory interpretation, we are committed to the supremacy-of-text principle—that is, the words of a governing text are of paramount concern to us, and what

they convey, in their context, is what the text means.”) (citations omitted); *Brooks*, 164 So. 3d a 164; *Kanapuram*, 131 F.4th at 1308; *Bhd. of R.R. Trainmen*, 331 U.S. at 518–29.

Because the text of Subsection 18(a) precludes all claims against TNCs “under general law” for harm “arising out of” a prearranged ride on a TNC platform—without limitation—Haddad’s request for this Court to rewrite the immunity provision to apply only to “vicarious liability claims” based on Subsection 18’s header alone would contravene the plain language of the statute and established Florida law. *Compare* § 627.748(18)(a), Fla. Stat., *with* IB:10–11.

3. A harmonized reading of Subsection 18 confirms broad immunity for TNCs beyond vicarious liability claims.

Rather than explaining how or why Subsection 18(a) can be read to limit immunity to vicarious liability claims, Haddad highlights two “key phrases” she claims support the limitation she proffers: that TNCs are shielded from liability “under general law *by reason of* owning, operating, or maintaining the digital network accessed by a TNC driver or rider, *or by being* the TNC affiliated with a TNC driver.” IB:11 (original emphasis). But both of these phrases cut against Haddad as they make it clear that Subsection 18(a) covers exactly

the sort of claims she is bringing. As discussed *infra* in Part III.B, although Haddad renamed her vicarious liability claim as negligent/fraudulent misrepresentation claims, she is still seeking to hold Lyft liable “under general law” for harm arising out of a rideshare ride—Hernandez’s alleged assault—and the basis on which she seeks to attribute liability to Lyft is that “the ride and service that was advertised as safe was not, and resulted in a battery by a LYFT driver.” R:354 (¶ 23); R:355 (¶ 30).

Haddad’s renamed claims against Lyft plainly fall within the ambit of both “key phrases” she relies on from Subsection 18(a). Regardless of how she labels her claims, she is seeking to hold Lyft liable for alleged harm arising out of her ride with Hernandez both (1) “*by reason of*” Lyft’s operation of its digital network, which Haddad alleges Lyft failed to keep safe; and (2) “*by being*” affiliated with Hernandez, whom Haddad characterizes as “a LYFT driver.” See IB:11 (quoting § 627.748(18) (original emphasis)); R:354 (¶ 23); R:355 (¶ 30). The Initial Brief concedes this in the clearest possible way, confirming that “the complaint alleges that negligence on the part of Lyft *as to how it operated its digital TNC Network* caused Haddad’s harm.” IB:16 (emphasis added); see also IB:18 (“Haddad’s

misrepresentations claims obviously concern how Lyft negligently operated its digital TNC network.”).

Reading the “key phrases” highlighted by Haddad to extend immunity beyond traditional vicarious liability claims is thus the only construction that gives meaning to all of Subsection 18(a)’s terms. *See, e.g., Mcgregor v. Fowler White Burnett P.A.*, 332 So. 3d 481, 486 (Fla. 4th DCA 2021) (“Where possible, courts must give full effect to *all* statutory provisions”) (citation modified).

Similarly unavailing is Haddad’s reliance on Subsection 18(b), which she characterizes as the “nail in the proverbial coffin” of her infirm statutory interpretation. Plaintiff argues that Subsection 18(b) confirms that Subsection 18(a) is limited to vicarious liability claims because—like the header of Subsection 18—it references “vicarious liability.” But, once again, Haddad’s argument would require reading words out of the statute and ignoring context.

Subsection 18(b) reads in full:

(b) This subsection does not alter or reduce the coverage or policy limits of the insurance requirements under subsection (7) or the liability of any person other than the vicarious liability of a TNC as described in paragraph (a).

§ 627.748(18)(b), Fla. Stat.

This provision does not help Haddad. To begin, Subsection 18(b) is not the operative immunity provision—subsection (a) is. Subsection 18(b) simply confirms that the TNC insurance available to those injured by TNC drivers remains fully in force. It cannot be read to contradict the immunity language in subsection (a). See *Alachua Cnty. v. Watson*, 333 So. 3d 162, 171 (Fla. 2022) (“The imperative of harmony among provisions is more categorical than most other canons of construction because it is invariably true that intelligent drafters do not contradict themselves (in the absence of duress). Hence there can be no justification for needlessly rendering provisions in conflict if they can be interpreted harmoniously.”) (quotation and citation omitted).

The express language of Subsection 18(b) supports this reading. It uses the phrase “any person other than.” This language confirms that the grant of immunity provided in Subsection 18(a) is limited to TNCs. It does not extend to anyone else. And the qualifying phrase “vicarious liability of a TNC *as described in paragraph (a)*” is merely a shorthand reference to the broader immunity grant in Subsection 18(a), similar to Subsection 18’s header. *Id.* (emphasis added). Neither can be read to substantively rewrite the plain language in

subsection (a).

Indeed, accepting Haddad's interpretation that Subsection 18(b) was intended to somehow limit the broad immunity language of Subsection 18(a) would require rewriting that provision as follows:

(b) This subsection does not alter or reduce . . . liability of ~~any person other than the~~ vicarious liability of a TNC as described in ~~paragraph (a)~~.

§ 627.748(18)(b), Fla. Stat (alterations added). Because it is axiomatic that the Court cannot rewrite, ignore, or insert statutory language, Subsection 18(b) lends Haddad no support. *See Hayes*, 750 So. 2d at 4; *Holly*, 450 So. 2d at 219; *Trout*, 205 So. 3d at 879.

Nor would that make sense. Rather, the presence of subsection (b) is another sign the Legislature intended to give TNCs general immunity. In exchange, it required TNCs to ensure significant insurance coverage for TNC-related accidents. If there was no general immunity, there would be no need for the Legislature to reiterate that “[t]his subsection does not alter or reduce the coverage or policy limits of the insurance requirements under subsection (7).” *Id.* at §627.748(18)(b). That was the give-and-take the Legislature created with Subsection 18. To get immunity, it was on TNCs to ensure insurance coverage.

The context of Subsection 18 further supports this reading. *Conage v. United States*, 346 So. 3d 594, 598 (Fla. 2022) (“[T]he plainness or ambiguity of statutory language is determined by reference to the language itself, the specific context in which that language is used, and the broader context of the statute as a whole.”). When the TNC Statute was originally enacted in 2017, it already confirmed that TNCs were not vicariously liable for the negligence of TNC drivers. It did so by classifying a TNC driver as an “independent contractor and not an employee of the TNC” and declaring that TNCs were “not deemed to [] control . . . TNC drivers.” §§ 627.748(1)(e) and (9), Fla. Stat. This meant no vicarious liability. *See Phillips v. Republic Fin. Corp.*, 157 So. 3d 320, 324 (Fla. 5th DCA 2015) (“[O]ne who hires an independent contractor is not liable for injuries sustained by that contractor's employees in their work.”) (citation omitted); *Carnival Corp. v. Carlisle*, 953 So. 2d 461, 467 (Fla. 2007) (“[P]recedent [] predicates the application of vicarious liability upon the existence of control”) (citation omitted).

Before Subsection 18, Florida’s common law said the same thing. *See McGillis v. Dep’t of Econ. Opportunity*, 210 So. 3d 220, 226 (Fla. 3d DCA 2017) (“Uber drivers . . . decide whether, when, where,

with whom, and how to provide rides using Uber’s computer programs. This level of free agency is incompatible with the control to which a traditional employee is subject.”).

So even before Subsection 18, TNCs were fully protected from vicarious liability by both the TNC Statute and common law. “The Legislature is presumed to know existing law when a statute is enacted.” *Dickinson v. Davis*, 224 So. 2d 262, 264 (Fla. 1969). Subsection 18 was thus aimed at something else: general TNC immunity. And it must be read that way too. *Townsend v. R.J. Reynolds Tobacco Co.*, 192 So. 3d 1223, 1232 (Fla. 2016) (“[W]ords in a statute are not to be construed as superfluous if a reasonable construction exists that gives effect to all words.”) (citation omitted).

Finally, Subsection 18’s immunity exceptions likewise confirm its reach is not restricted to vicarious liability claims. The exceptions all relate to the TNC’s *own conduct and fault*—in either acting negligently or criminally under the TNC Statute, failing to properly approve a TNC driver, or owning a TNC vehicle. § 627.748 (18)(a)(1)-(3), Fla. Stat. On the other hand, “vicarious liability allows for parties that *are not at fault* to be held liable for the actions of active tortfeasors.” *Am. Home Assur. Co. v. Nat’l R.R. Passenger Corp.*, 908

So. 2d 459, 471 (Fla. 2005) (emphasis added) (citation omitted). So the Legislature clearly tied TNC’s immunity to its own, direct actions in Subsection 18. If Subsection 18 were only about vicarious liability, its exceptions would only be about the TNC’s relationship with the TNC driver—the foundation of a vicarious liability claim.

For all these reasons, Florida trial courts have consistently interpreted Subsection 18 as applying to all claims against TNCs—not just ones for vicarious liability. *See, e.g., Slayton*, Duval Co. Case No. 2024-CA-000584 (dismissing direct negligence claims under Subsection 18 of the TNC Statute); *Jaworski v. Lyft, et al.*, Broward Co. Case No. CACE 23-004781 (Fla. Cir. Ct. Oct. 29, 2023) (R:299–300) (same); R:492 (same).⁵ And while Subsection 18 has been on the

⁵ To be sure, Haddad cites cases holding that the Graves Amendment only immunizes rental car companies from vicarious liability. *See* IB:13. While Haddad is correct that Subsection 18 was modeled on the Graves Amendment, *see* R.472 (H.B. 1039), Haddad fails to engage with the markedly different statutory language the Florida Legislature chose to employ in Subsection 18 and the impact of that language. As explained *supra*, at Part I.B, the scope of immunity provided by Subsection 18(a) is broader than the Graves Amendment—which was directed at a specific theory of vicarious liability based on the dangerous instrumentality doctrine, *id.*—and the exceptions to immunity in Subsection 18(a) are narrower. *See infra*, at Part IV. The Graves Amendment cases are thus illustrative to the extent they show that immunity is appropriately resolved on a

books for over five years, Haddad has failed to cite a single case adopting her reading, either before the trial court or on appeal.

Haddad's attempt to limit the immunity provided by Subsection 18 to bar only claims styled as "vicarious liability" claims thus fails as a matter of law for all of these independent reasons.

B. However Haddad's Claims Are Titled, They Fall Within the Scope of Subsection 18 Because They Are Premised on Harm Arising From a Ride on the Lyft Platform.

Looking to Haddad's specific claims against Lyft in the operative Complaint, Haddad argues that her negligent and intentional misrepresentation causes of action are "for Lyft's direct liability, not vicarious liability." IB:13. But these claims concern the exact same incident and the exact same harm Haddad initially sued Lyft for under a theory of "vicarious liability." See R.67 (¶ 12) ("At all times material hereto, Defendant, LYFT was responsible and/or vicariously liable for the acts and omissions of . . . HERNANDEZ.").

Because Haddad's repackaged claims continue to "arise from" harm caused by Hernandez during a prearranged ride while she was

motion to dismiss, but offer Haddad no support in attempting to limit the Subsection 18's immunity to traditional vicarious liability claims based on their differing exceptions.

logged on the Lyft platform, they continue to fall within the scope of immunity provided by Subsection 18(a), however they are styled. § 627.748(18)(b), Fla. Stat; see R.352 (§14) (alleging that “while a lawful passenger on Defendant LYFT, Plaintiff was assaulted by her LYFT driver [Hernandez] and thereby sustained severe and permanent bodily injuries”), R.354 (§§ 23–24) (alleging that “the ride and service that was advertised as safe was not, and resulted in a battery by a LYFT driver” and that “[a]s a direct and proximate result . . . PLAINTIFF suffered bodily injury”), R.355 (§§ 30–31) (alleging the same personal injury and damages for Haddad’s fraudulent misrepresentation claim). For all the reasons explained in Part III.A.3 *supra*, the Court should reject Haddad’s attempt to plead around the statutory immunity provided by Subsection 18(a) through thinly-disguised “direct liability” tort claims.

A brief analysis of Haddad’s claims under Florida law further emphasizes this point. As to negligent misrepresentation, Florida courts have applied this tort “*in narrow circumstances*, usually involving a discrete business transaction between the plaintiff and the defendant where the defendant owes the plaintiff a duty to communicate accurate information.” *In re Palm Beach Fin. Partners*,

L.P., 517 B.R. 310, 340 (S.D. Fla. Aug. 23, 2013) (citing *Gilchrist Timber Co. v. ITT Rayonier, Inc.*, 696 So. 2d 334, 337 (Fla. 1997) (emphasis added)). The tort is defined as:

One who, in the course of his business, profession or employment, or in any other transaction in which he has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability *for pecuniary loss caused to them* by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information.”

Id. (quoting *Gilchrist Timber Co.*, 696 So. 2d at 337) (emphasis added).

This tort, which is intended to recover pecuniary loss—*i.e.*, financial harm—resulting from reliance on false information provided by a defendant in a business transaction is not the proper vehicle for Haddad to recover personal injury damages from Lyft arising from “a battery by a LYFT driver” during a ride on the Lyft platform.⁶ See R.354.

⁶ The mismatch between Haddad’s negligent misrepresentation claim and her claimed injury is further illustrated by the case she cites, which addresses the sufficiency of such a claim brought by an insured against the insurance company for stacked coverage representations made by the company’s insurance agent. See IB:15 (citing *Gallon v. Geico Gen. Ins. Co.*, 150 So. 3d 252, 254 (Fla. 2d DCA 2014)). Haddad does not, and cannot, cite to a single misrepresentation case where a plaintiff sought damages from a defendant for bodily injury caused by a third party.

The same is true as to Haddad’s “fraudulent misrepresentation” claim, as the elements of the two claims [fraudulent and negligent misrepresentation] “are identical, except that the defendant need not know the statement is false and the defendant and the plaintiff must have some kind of relationship such that the defendant owes [a] duty to the plaintiff to communicate accurate information.” *In re Palm Beach Fin. Partners*, 517 B.R. at 341. These business torts, intended for recovery of pecuniary loss in a business setting or in the context of a fiduciary relationship, are not the proper causes of action for a rider to recover personal injury damages against a TNC for harm arising out of a driver’s conduct during a prearranged ride on the TNC’s platform. Instead of a proper vehicle for recovery, Haddad’s misrepresentation claims are nothing more than a trojan horse designed to attempt to smuggle her vicarious liability theory past the walls of Subsection 18.

If Haddad’s argument were accepted, plaintiffs could easily circumvent the immunity provision of the TNC Statute—at least at the pleading stage. Rather than styling a claim as a vicarious liability claim seeking to hold Lyft liable for a motor vehicle accident or assault caused by a driver, plaintiffs could simply couch the incident

as a “direct liability” claim alleging that TNCs have a specious and vague duty to ensure the safe operation of their digital platforms. Subsection 18 would be essentially rendered meaningless, precluding claims against TNC companies only in form—not substance—in direct contravention of the Legislature’s goal. See § 627.748(18), Fla. Stat. (eliminating liability for TNCs for any harm which “arises out of” a ride on a TNC platform); *see also Testa v. Town of Jupiter*, 360 So. 3d 722, 730 (Fla. 4th DCA 2023) (“a basic rule of statutory construction provides that the Legislature does not intend to enact useless provisions, and courts should avoid readings that would render part of a statute meaningless”) (internal citation omitted); *Palm Beach Cnty. Canvassing Bd. v. Harris*, 772 So. 2d 1273, 1278 (Fla. 2000) (“[a] statutory provision will not be construed in such a way that it renders meaningless or absurd any other statutory provision”).

That Haddad’s claims against Lyft in the operative Complaint are really repackaged vicarious liability claims masquerading as misrepresentation claims illustrates the potential for abuse presented by Haddad’s proposed statutory construction and provides an independent basis to reject her arguments and affirm the trial

court's dismissal.

IV. HADDAD DOES NOT PLEAD ANY EXCEPTION TO SUBSECTION 18 BECAUSE SHE DOES NOT ALLEGE NEGLIGENCE "UNDER" THE TNC STATUTE.

Haddad fares no better on her alternative argument that, even accepting that Subsection 18 provides immunity beyond claims styled as vicarious liability claims, she has adequately invoked the exception to immunity set out in Subsection 18(a)(1) because she has generically alleged that Lyft was negligent. IB:16–17. Just like Haddad's primary argument, this argument founders against the plain statutory language. Subsection 18(a)(1) provides:

1. There is no negligence *under this section* or criminal wrongdoing under the federal or Florida criminal code on the part of the TNC;

§ 627.748(18)(a)(1), Fla. Stat (emphasis added).

Haddad's position that pleading general negligence is sufficient to satisfy this exception cannot be squared with the Legislature's use of the phrase "under this section." The inclusion of this phrase plainly was intentional, as it is conspicuously absent from the language of the exception to the Graves Amendment that Subsection 18 was modeled on, which reads:

- (2) there is no negligence or criminal wrongdoing on

the part of the owner (or an affiliate of the owner).

49 U.S.C. § 30106(a)(2). The Legislature does not enact superfluous or meaningless language, *e.g.*, *Testa*, 360 So. 3d at 730, and they did not do so here, as confirmed by their specific departure from the language of the Graves Amendment’s negligence exception.

Further confirming this, the phrase “this section” is used over a dozen times throughout the TNC Statute to refer to the TNC Statute as a whole, including from the outset in the DEFINITIONS subsection. *See* § 627.748(1), Fla. Stat. (“As used in this section”); *see also* § 627.748(1)(e) (“TNC’ means an entity operating in this state pursuant to this section”). Based on the clear and repeated use of “this section” throughout the TNC Statute, Haddad’s argument that the Legislature’s deliberate use of “negligence under this section” in Subsection 18(a)(1) is somehow undefined and should be rewritten and reduced to mere “negligence”—the “failure to use reasonable care,” in the abstract, IB:17—must be rejected.⁷ *See, e.g., Lafrance*, 401 So. 3d at 380 (“Where the words of a statute are plain and

⁷ It is telling that Haddad does not even meet her own definition in the operative Complaint, which nowhere alleges any duty owed by Lyft to Haddad, let alone any “failure to use reasonable care” in fulfilling that duty. *See* R:350-355.

unambiguous and convey a definite meaning, courts must read the statute as written.”).

In addition, Haddad’s reading of Subsection 18(a)(1) would invite the same risk of abuse as her flawed reading of Subsection 18(a). If all a plaintiff had to do to avoid the application of Subsection 18(a) was to invoke the shibboleth of general negligence— independent of any basis in “this section,” the TNC Statute—the immunity provision, its exceptions, and the detailed requirements set out in the TNC Statute would be rendered meaningless. For example, even if Lyft fully complied with the detailed “Insurance Requirements” set out in Subsection 7 and the comprehensive “Driver Requirements” set out in Subsection 12 of the TNC Statute with respect to a particular driver, those provisions would be nullified if a plaintiff could generically allege that Lyft was negligent in procuring insurance or in approving a driver to drive on the Lyft platform— without reference to the TNC Statute—and thus invoke Subsection 18(a)(1)’s exception to immunity.

Indeed, Haddad’s argument as to the scope of Subsection 18(a)(1) only emphasizes why her reading of Subsection 18(a) is doubly self-defeating. If generic negligence claims for harm arising

from a rideshare ride were *not* included in the immunity granted by Subsection 18(a)—as Haddad argues—there would be no need to provide an exception for generic negligence in Subsection 18(a)(1). The only logical reading is that such claims are included in Subsection 18(a)’s broad grant of immunity, and immunity is only excepted where “negligence under [the TNC Statute]” is adequately pled. § 627.748(18)(a)(1), Fla. Stat.

Faced with this inescapable conclusion, on the last two pages of the Initial Brief, Haddad does an about face and appears to concede that “negligence under this section” means “negligence under section 627.748.” IB:19 (brackets omitted). She then attempts to argue that she did, in fact, plead negligence under the TNC Statute. IB:18-19. But, notably, her argument includes no citation to the Complaint because she nowhere pleads any non-compliance with any provision of the TNC Statute. Nor does she identify any such non-compliance in the Initial Brief.

Instead, she argues in conclusory fashion that because her Complaint alleges that Lyft “was negligent for how it operated its digital network . . . as to rider safety,” and “rider safety is clearly a paramount concern under the TNC Statute”—citing to the Insurance

Requirements set out in Subsection 7 and the Driver Requirements set out Subsection 10—she has satisfied Subsection 18(a)(1). But again, without actually alleging that Lyft failed to comply with Subsection 7, Subsection 10, or any other provision of the TNC Statute, accepting Haddad’s arguments would render those provisions meaningless by allowing plaintiffs to plead around them, and Subsection 18(a) entirely, by framing claims arising from harm caused by a driver on a rideshare ride as “negligence” claims and generically invoking “rider safety.” IB:18.

Finally, Haddad’s tortured drone-mail-delivery hypothetical (IB:19–20) misses the mark for a host of reasons. If Lyft changed its business to drone-mail-delivery, it would not meet the statutory definition of a “Transportation network company” with respect to those activities for the TNC Statute to apply. § 627.748(1)(e) (defining TNC as “an entity operating in this state . . . using a digital network to connect a rider to a TNC driver, who provides prearranged rides”). And any harm caused by the drone would not fall within the scope of Subsection 18(a), because it would not “arise[] out of the use, operation, or possession of a motor vehicle operating as a TNC vehicle.” § 627.748(18)(a), Fla. Stat. The “negligence under this

section” exception set out in Subsection 18(a)(1) would not even be implicated.

If anything, Haddad’s strained hypothetical further reinforces that Subsection 18(a) was enacted to provide immunity to TNCs for precisely the situation she alleges in the Complaint: harm arising out of a ride on a TNC platform where the plaintiff cannot point to any non-compliance with any provision of the TNC Statute. The trial court correctly recognized this deficiency in both the First Dismissal Order and its ultimate dismissal in finding that the “Complaint fails to include factual allegations supporting one or more of the enumerated exceptions to the default rule of nonliability under Subsection 18 of Florida’s TNC Statute, Fla. Stat. § 627.748.” R.492. This Court should affirm.

CONCLUSION

For these reasons, Lyft requests that this Court affirm the trial court’s dismissal of the Complaint in all respects.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on September 15, 2025, a true and correct copy of the foregoing was electronically filed with the Clerk of the Court using the Florida Courts E-Filing Portal, which will send an electronic copy of the foregoing to counsel listed below:

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I hereby certify that this brief was prepared in Bookman Old Style, 14-point font, in compliance with Rule 9.045 of the Florida Rules of Appellate Procedure. I also certify that this brief contains 9,824 words, in compliance with Rule 9.210(a)(2)(B) of the Florida Rules of Appellate Procedure.

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