

STATE OF FLORIDA
IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

SABRINA MULDROW, as Personal Representative of
the ESTATE OF JASMINE EBONY FORD,

Plaintiff,

vs.

Case No.

CSX TRANSPORTATION, INC., a Foreign Profit Corporation; AARON L. CARTER, Individually; LEONEL MENDOZA and REBECA MENDOZA, Individually and as Husband and Wife; L.M. ELECTRIC SERVICES, INC., a Florida Profit Corporation; RAM LOGISTICS, INC., a Florida Profit Corporation; EMBROIDERED VISIONS LLC, A Florida Limited Liability Company; JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ, Individually and as Husband and Wife; RAPID EXPRESS DELIVERY LLC, a Florida Limited Liability Company; and AMAZON.COM SERVICES LLC, a Foreign Limited Liability Company,

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, and on behalf of decedent's survivors, by and through the undersigned counsel and hereby sues Defendants, CSX TRANSPORTATION, INC., a Foreign Profit Corporation; AARON L. CARTER, Individually; LEONEL MENDOZA and REBECA MENDOZA, Individually and as Husband and Wife; L.M. ELECTRIC SERVICES, INC., a Florida Profit Corporation; RAM LOGISTICS, INC., a Florida Profit Corporation; EMBROIDERED VISIONS LLC, a Florida Limited Liability Company; JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ, Individually and as Husband and Wife; RAPID EXPRESS DELIVERY LLC, a Florida Limited

Liability Company; and AMAZON.COM SERVICES LLC, a Foreign Limited Liability Company, and hereby alleges:

1. This is an action for damages, exclusive of attorneys' fees and cost, that is in excess of \$30,000.00.

2. At all times material hereto, all the acts, omissions, occurrences, and/or events complained of herein occurred within Hillsborough County, Florida.

3. Plaintiff, JASMINE EBONY FORD, deceased, (hereinafter "JASMINE FORD" and/or "the decedent"), met her death on or about February 4, 2021, while in the course and scope of her employment when the vehicle she was traveling in was struck by a railroad locomotive operated by Defendant, AARON L. CARTER.

4. Prior to her death, JASMINE FORD, was a resident of Hillsborough County, Florida, was thirty-two (32) years of age, unmarried and with three (3) minor surviving children.

5. Plaintiff, SABRINA MULDROW, biological mother of decedent, is the duly acting and qualified administrator of the ESTATE OF JASMINE EBONY FORD.

6. The place of the aforementioned administration of the ESTATE OF JASMINE EBONY FORD is Hillsborough County, Florida. A copy of Plaintiff's letters of administration is attached as an Exhibit.

7. Plaintiff, SABRINA MULDROW, is authorized to bring this wrongful death action against Defendants, personally, on behalf of decedent's survivors as statutory beneficiaries, and on behalf of decedent's estate pursuant to Florida Statute 768.

8. The beneficiaries of any recovery in this action, in addition to the estate of the deceased, include the deceased's three (3) minor biological children, identified as J.G., N.J., and T.J.

9. As a direct and proximate result of JASMINE FORD'S injuries and death, has forced Plaintiff's surviving minor children to suffer and endure severe mental anguish, pain, suffering, inconvenience, and loss of capacity for the enjoyment of life, and said affects remain ongoing and therefore recoverable by Plaintiff's surviving minor children.

10. At the time of decedent's death, JASMINE FORD, was the sole breadwinner of her household, taking care of household chores and all necessities her three (3) minor children required, which exists no longer due to the Defendants' liability set forth herein.

11. Decedent's surviving minor children have further lost the potential for support and services from the aforementioned loss, which would reasonably have been expected but for the wrongful death of the decedent and therefore recoverable by Plaintiff.

12. At all times material hereto, Defendant, CSX TRANSPORTATION, INC. is a corporation organized under the laws of Virginia with its principal place of business in Jacksonville, Florida, and it does business in and owns lines or railway in Florida. CSX TRANSPORTATION, INC. can be served with process through its designated Registered Agent: C T Corporation System, 1200 South Pine Island Road Plantation, FL 33324.

13. Defendant CSX CORPORATION, INC. is a corporation organized under the laws of Virginia with its principal place of business in Jacksonville, Florida, and it does business in and owns lines or railway in Florida. CSX CORPORATION, INC. can be served with process through its designated Registered Agent: C T Corporation System, 1200 South Pine Island Road Plantation, FL 33324.

14. Hereinafter, Defendants CSX TRANSPORTATION, INC. and CSX CORPORATION will be collectively referred to as "CSX" or "Defendant Railroad."

15. At all times pertinent hereto, all employees of the Defendant Railroad were acting

in their individual capacity and also as agents of Defendant Railroad within the scope of their employment and authority and in the furtherance of the business of Defendant Railroad. All the acts and omissions of the employees of the Defendant Railroad are imputed to their employer, who is liable for such acts and omissions, as well as rendering the individual Defendants liable in their individual capacities.

16. At all times material hereto, Defendant, AARON L. CARTER, is a resident and citizen of Palm Beach County, Florida and was the locomotive engineer on the train involved in the collision giving rise to this litigation. Any reference made herein to the “train crew,” or “crew” includes this locomotive engineer. AARON L. CARTER can be served at his residence: 519 Angler Drive, Del Ray Beach, FL 33445.

17. At all times material hereto, LEONEL MENDOZA was a resident of Hillsborough County, Florida. LEONEL MENDOZA can be served at his residence: 121 Jim Lefler Circle, Plant City, FL 33566.

18. At all times material hereto, REBECA MENDOZA was a resident of Hillsborough County, Florida. REBECA MENDOZA can be served with process at her residence: 121 Jim Lefler Circle, Plant City, FL 33566.

19. At all times material hereto and upon information and belief, Defendants LEONEL MENDOZA, REBECA MENDOZA and CSX were parties to a certain written agreement which required Defendants jointly or severally to reasonably inspect, maintain and/or keep in good repair the subject CSX property (hereinafter referred to as “the Crossing”) for the benefit of CSX employees who were assigned to enter upon the CSX property, as well as LEONEL MENDOZA AND REBECA MENDOZA and their invitees, including the Plaintiff, JASMINE FORD.

20. At all times material hereto, L.M. ELECTRIC SERVICES, INC., was a Florida Profit

Corporation duly organized and incorporated under the laws of the State of Florida and is authorized to and regularly operates and conducts business throughout Florida including Hillsborough County, Florida, with its principal business address at 121 Jim Lefler Circle, Plant City, FL 33566, “the Crossing”. L.M. ELECTRIC SERVICES, INC. can be served with process through its designated Registered Agent: Leonel Mendoza, 121 Jim Lefler Circle, Plant City, FL 33566.

21. At all times material hereto, RAM LOGISTICS, INC., was a Florida Profit Corporation duly organized and incorporated under the laws of the State of Florida and is authorized to and regularly operates and conducts business throughout Florida including Hillsborough County, Florida, with its principal business address at 121 Jim Lefler Circle, Plant City, FL 33566, “the Crossing”. RAM LOGISTICS, INC. can be served with process through its designated Registered Agent: Rebeca Mendoza, 5023 Shepherd Road, Lakeland, FL 33811.

22. At all times material hereto, EMBROIDERED VISIONS LLC, was a Florida Limited Liability Company duly organized and incorporated under the laws of the State of Florida and is authorized to and regularly operates and conducts business throughout Florida including Hillsborough County, Florida, with its principal business address at 121 Jim Lefler Circle, Plant City, FL 33566, “the Crossing”. EMBROIDERED VISIONS LLC can be served with process through its designated Registered Agent: Rebeca Mendoza, 121 Jim Lefler Circle, Plant City, FL 33566.

23. At all times material hereto, JOSE SANTAMARIA (hereinafter “SANTAMARIA”) was a resident of Hillsborough County, Florida. SANTAMARIA can be served with process at his residence: 120 Jim Lefler Circle, Plant City, FL 33566.

24. At all times material hereto, BEYRE GALINDEZ-LOPEZ (hereinafter “GALINDEZ-

LOPEZ”) was a resident of Hillsborough County, Florida. GALINDEZ-LOPEZ can be served with process at her residence: 120 Jim Lefler Circle, Plant City, FL 33566.

25. At all times material hereto and upon information and belief, Defendants SANTAMARIA, GALINDEZ-LOPEZ, and CSX were parties to a certain written agreement which required Defendants jointly or severally to reasonably inspect, maintain and/or keep in good repair the subject CSX property (hereinafter referred to as “the Crossing”) for the benefit of CSX employees who were assigned to enter upon the CSX property, as well as SANTAMARIA and GALINDEZ-LOPEZ and their invitees, including the Plaintiff, JASMINE FORD.

26. At all times material hereto Defendants CSX, LEONEL MENDOZA, REBECA MENDOZA, L.M. ELECTRIC SERVICES, INC., RAM LOGISTICS, INC., EMBROIDERED VISIONS LLC, JOSE SANTAMARIA, BEYRE GALINDEZ-LOPEZ allowed this Crossing to exist without proper maintenance, access to adequate visualization under the conditions, signage and signalization, including manual gates, which created an inherently dangerous condition risk of harm to Plaintiff and their invitees.

27. At all times material hereto, RAPID EXPRESS DELIVERY LLC, (hereinafter RAPID EXPRESS) was a Florida Limited Liability Company duly organized and incorporated under the laws of the State of Florida and is authorized to and regularly operates and conducts business throughout Florida including Hillsborough County, Florida. RAPID EXPRESS can be served with process through its designated Registered Agent: Vincent Iglio, 2653 Bruce B Downs Boulevard, #108-102, Wesley Chapel, Plant City, FL 33544.

28. At all times material hereto, AMAZON.COM SERVICES LLC (hereinafter AMAZON), was a Foreign Limited Liability Company authorized to and regularly operates and conducts business throughout Florida including Hillsborough County, Florida. AMAZON can be

served with process through its designated Registered Agent: Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301.

29. At all times material hereto, RAPID EXPRESS and AMAZON had a contractual agreement with one another for the sole purpose to further AMAZON's core business objective of providing prompt package delivery service to AMAZON customers.

30. On or about February 4, 2021 at approximately 4:30p.m., JASMINE FORD, while in the course and scope of her employment while operating a vehicle leased by her employer on US 92 and Jim Lefler Circle, Unincorporated Hillsborough County, Hillsborough County, Florida, when the subject railroad locomotive collided with JASMINE FORD in the aforementioned AMAZON/RAPID EXPRESS vehicle which resulted in damages, injuries and ultimately, JASMINE FORD'S death.

31. All conditions precedent to this cause of action have occurred, been performed, or have been waived.

I. JURISDICTION AND VENUE

32. Jurisdiction is proper in this Court in that Plaintiff's cause of action arose out of the Defendants transacting business in Florida, owning and using real estate in Florida, and committing tortious acts within Florida. Further, Defendants CSX, LEONEL MENDOZA, REBECA MENDOZA, L.M. ELECTRIC SERVICES, INC., RAM LOGISTICS, INC., EMBROIDERED VISIONS LLC, JOSE SANTAMARIA, BEYRE GALINDEZ-LOPEZ, RAPID EXPRESS, and AMAZON are citizens or maintain their principal place of business in Florida.

33. Jurisdiction is proper in this Court in that Plaintiff's causes of action arose out of the individual Defendants committing tortuous acts within Florida, and the individual Defendants reside in and are citizens of Florida.

34. Venue is proper in this Court because the cause of action that is the basis of this case occurred in Hillsborough County, Florida.

35. Pursuant to 49 U.S.C. § 20106 this case is appropriately brought in state court rather than federal court. Plaintiffs reserve the right to amend this complaint as needed to further establish why this case is appropriately brought in this Court. All allegations herein related to CSX are based upon and should be interpreted to state causes of action seeking damages under state law for personal injury damage, based upon one or more of the following:

- a. CSX has failed to comply with the Federal standard of care established by a regulations or orders issued by the Secretary of Transportation (with respect to railroad safety matters), or the Secretary of Homeland Security (with respect to railroad security matters), covering the subject matter as provided in subsection (a) of 49 U.S.C. § 20106;
- b. CSX has failed to comply with its own plans, rules, or standards that defendant railroad created pursuant to a regulation or order issued by either of the Secretaries;
or
- c. CSX has failed to comply with State laws, regulations, and orders that are not incompatible with subsection (a)(2) of 49 U.S.C. § 20106.

36. All allegations set forth in this Complaint are based upon information and belief.

37. All allegations set forth in each of the paragraphs in this Complaint are incorporated by reference into each of the other sections and paragraphs contained in this Complaint, as if fully set forth therein.

II. FACTS AND ALLEGATIONS

38. On February 4, 2021, at approximately 4:36 pm, JASMINE FORD was lawfully

and reasonably driving a Ford Transit van in Hillsborough County, Florida.

39. Ms. Ford was driving the van in a southbound direction on Jim Lefler Circle delivering packages for AMAZON and RAPID EXPRESS during the course and scope of her employment.

40. Jim Lefler Circle is a single lane gravel roadway.

41. As Ms. Ford's van was driving on Jim Lefler Circle, it encountered a dangerous, unguarded railroad-highway grade crossing as United States DOT Crossing No. 624306E (hereinafter the "Lefler Cir Crossing" or "the Crossing").

42. The Lefler Cir Crossing parallels a mainline railroad track and right of way owned, inspected, and maintained by CSX.

43. Through an agreement, CSX allows Amtrak, a non-party, to operate passenger trains over the tracks that run through this Crossing.

44. The Lefler Cir Crossing accommodates trains at speeds up to 79 miles per hour.

45. However, there are no active warning devices (flashing lights and/or gates) at the Lefler Cir Crossing. The Crossing is marked by a stop sign and private crossing sign.

46. There is heavy vegetation in all quadrants of the Lefler Cir Crossing which can obstruct a motorist's view of an oncoming train.

47. The Lefler Cir Crossing is paved in asphalt by CSX and there is a vertical incline or "hump" to this Crossing that violates industry standards and necessarily diverts the attention of a motorist attempting to traverse this Crossing.

48. As Ms. Ford was approaching the Lefler Cir Crossing, she slowed to a crawl. Without sufficient warning indication or opportunity to be alerted to an oncoming train, Ms. Ford commenced to drive subject vehicle across the Lefler Cir Crossing.

49. Unbeknownst to Ms. Ford, an Amtrak train operated by AARON CARTER was traveling approximately 79 miles per hour and approaching this Crossing from behind the heavy vegetation.

50. Carter did not sound the train horn until the train, by reason of its speed, was so close to the Crossing that Ms. Ford did not have sufficient time to detect and safely react to the high-speed train.

51. The high-speed train collided with the front driver's side portion of Ms. Ford's van (hereinafter the "Collision").

52. The Collision was catastrophic. The force of impact separated the front of the van from the back-cargo compartment.

53. Ms. Ford died as a result of this Collision.

54. The Collision described in this Complaint is a direct and proximate result of Defendants' following actions or non-actions:

- a. In failing to provide adequate warning of an approaching train;
- b. In failing to provide a reasonably safe place to cross the tracks;
- c. In failing to properly inspect and maintain the Crossing;
- d. In failing to clear visibility obstructions from its own right-of-way;
- e. In failing to bring its track into compliance with track safety standards or halt operations over that track pursuant to federal regulations;
- f. In routinely ignoring the hazardous conditions posed by this Crossing;
- g. In failing to work jointly to evaluate Crossing conditions and characteristics and failing to work jointly with such authorities or Crossing users to maintain a Crossing that would allow for reasonably safe passage across the tracks;

- h. In failing to properly inspect, identify, and report hazardous conditions at this Crossing;
- i. In failing to share necessary information, failing to establish an open line of communication and failing to engage in any effort to evaluate this Crossing's conditions and characteristics;
- j. In refusing to supplement the federal funding of active warning devices with its own funds or any meaningful safety program;
- k. In delaying the installation of lights and gates, engaging in conduct that unnecessarily increases the costs of these proven safety devices, and diverting funds that should have been used to install these devices at private Crossings with public characteristics;
- l. In failing to install manual gates, flashing lights, or lights and gates at this Crossing due to the hazardous conditions at this Crossing, including but not limited to: obstructed sight triangles, vegetation on Union Pacific's right of way, short storage space, rough Crossing surface, humped Crossing, and high-speed trains usage;
- m. In failing to promote the usage of lights and gates or other cost-effective active warning devices and in engaging in conduct that has resulted in fewer installations of lights and gates; and
- n. By refusing to promote the usage of other low-cost active warning devices for private Crossings, such as the Crossing.

III. GENERAL LIABILITY ISSUES COMMON TO ALL DEFENDANTS

55. Defendants have a duty to exercise reasonable care to avoid injuring or killing members of the public. In this case Defendants breached their duty by failing to exercise reasonable care.

56. As a direct and proximate result of the Defendants' breach of this duty, Plaintiffs

suffered damages, as alleged in this Complaint. All acts or omissions of Defendants constitute negligence, gross negligence, negligence *per se*, willful and wanton conduct, recklessness, intentional conduct, and demonstrate a reckless and intentional disregard for the safety of the traveling public.

COUNT I
LIABILITY OF TRAIN OPERATOR, AARON CARTER
(Negligence)

57. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

58. As the operator/driver of the train involved in this Collision, AARON CARTER had a duty to, among other things, timely warn all persons of the train's approach to the Crossing by appropriately blowing the horn.

59 The Collision described in this Complaint is a direct and proximate result of the negligence of AARON CARTER:

- a. In failing to provide adequate and timely warning of the train's approach by failing to give a proper and timely audible warning;
- b. In failing to properly sound the horn to warn of the train's approach to this Crossing. To be "properly sounded" the horn must not only be loud enough, it must be blown in the correct sequence and for a sufficient duration. The horn was not properly sounded;
- c. In failing operate the train in a reasonably safe manner as to avoid risk of injury or death to others;
- d. In failing to keep a proper lookout prior to the Collision;
- e. In failing to slow or stop the train to avoid "a specific, individual hazard" at this

Crossing prior to the Collision and/or failing to approach this Crossing prepared to stop due to “an essentially local safety hazard;”

- f. In failing to be prepared to brake, slow, or stop for motorists at this Crossing; and
- g. In failing to use the auto-horn application on this locomotive, which would have automatically provided an audible warning to motorists, such as Ms. Ford, as the train was approaching this Crossing.

60. The investigation of this Collision has revealed no evidence that Ms. Ford was provided an adequate or timely audible warning from the train prior to the Collision. As a result, Ms. Ford was not provided a timely train horn in sufficient time to react and avoid the collision, and no fault should be assessed to her for not hearing and responding to no such warning.

61. As a direct and proximate cause of the aforementioned negligence of AARON CARTER, Plaintiffs sustained damages as alleged herein.

62. Defendant’s negligence was a direct and proximate cause of this Collision, resulting in damages to Plaintiffs.

63. The conduct of the Defendant rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, AARON CARTER, for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT II
LIABILITY OF CSX
(Negligence)

64. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

65. CSX owns and controls the railroad tracks and right of way at the Lefler Ct Crossing.

66. CSX has a duty to provide a reasonably safe Crossing so that motorists can safely traverse their tracks. CSX breached this duty here.

67. At Crossings, the public has come to rely upon the following three basic components as essential to railroad Crossing safety: a) reasonable and timely audible warning of an approaching train, b) reasonable and timely visual warning of an approaching train, and c) a safe place to cross the tracks. CSX has actively worked to instill these fundamental beliefs into the motoring public. In this case none of these three basic components were provided to Ms. Ford prior to the Collision. CSX has a duty to exercise reasonable care in the operation of its trains so as to avoid injuring or killing members of the public. In this case, CSX breached its duty by its failure to exercise reasonable care in the operation of trains over this Crossing, failure to properly maintain the Crossing environment and failure to provide adequate warning of the approaching train.

68. The Collision described in this Complaint is a direct and proximate result of the negligence of CSX:

- a. In failing to provide adequate warning of an approaching train;
- b. In failing to provide a reasonably safe place to cross the tracks;
- c. In failing to properly inspect and maintain the Crossing;

- d. In failing to clear visibility obstructions from its own right-of-way;
- e. In failing to bring its track into compliance with track safety standards or halt operations over that track pursuant to federal regulations;
- f. In routinely ignoring the hazardous conditions posed by this Crossing;
- g. In failing to work jointly to evaluate Crossing conditions and characteristics and failing to work jointly with such authorities or Crossing users to maintain a Crossing that would allow for reasonably safe passage across the tracks;
- h. In failing to properly inspect, identify, and report hazardous conditions at this Crossing;
- i. In failing to share necessary information, failing to establish an open line of communication and failing to engage in any effort to evaluate this Crossing's conditions and characteristics;
- j. In refusing to supplement the federal funding of active warning devices with its own funds or any meaningful safety program;
- k. In delaying the installation of lights and gates, engaging in conduct that unnecessarily increases the costs of these proven safety devices, and diverting funds that should have been used to install these devices at private Crossings with public characteristics;
- l. In failing to install manual gates, flashing lights, or lights and gates at this Crossing due to the hazardous conditions at this Crossing, including but not limited to: obstructed sight triangles, vegetation on Union Pacific's right of way, short storage space, rough Crossing surface, humped Crossing, and high-speed trains usage;
- m. In failing to promote the usage of lights and gates or other cost-effective active warning devices and in engaging in conduct that has resulted in fewer installations of lights and

gates; and

n. By refusing to promote the usage of other low-cost active warning devices for private Crossings, such as the Crossing.

69. As a direct and proximate cause of the aforementioned negligence by CSX, Plaintiffs sustained damages as alleged herein.

70. The conduct of the Defendants rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, CSX, for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT III
LIABILITY OF CSX AND LEONEL MENDOZA, REBECA MENDOZA, JOSE
SANTAMARIA AND BEYRE GALINDEZ-LOPEZ
(Negligence)

71. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

72. The Crossing where this crash occurred is a private Crossing.

73. CSX owns the property where the Crossing was constructed and has full control over the conditions at and around the Lefler Ct Crossing.

74. CSX is the only entity that has the unfettered power to correct unsafe conditions at the Lefler Ct Crossing.

75. By express agreement CSX and LEONEL MENDOZA, REBECA MENDOZA, JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ have voluntarily elected to make this Crossing available for use to Ms. Ford and other authorized motorists. Having voluntarily assumed duties pursuant to the Restatement of Torts, Second, Section 324A, these Defendants are required to discharge those duties by working jointly to provide a reasonably safe Crossing for users of the Crossing, including Ms. Ford.

76. CSX and LEONEL MENDOZA, REBECA MENDOZA, JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ jointly failed to provide a reasonably safe Crossing.

77. Defendants have also jointly failed to adequately protect the Crossing with manual gates or signal devices to provide a reasonable motorist with sufficient information to allow for reasonably safe passage over the Crossing.

78. Allowing this Crossing to exist without proper maintenance, access to adequate visualization under the conditions, signage and signalization, including manual gates, has created an inherently dangerous condition risk of harm to Plaintiffs.

79. Defendants knew the motoring public must rely upon them to have created a reasonably safe Crossing for normal use by the motoring public. The motoring public is justified in relying upon Defendants to construct and maintain a reasonably safe Crossing for normal use.

80. As owners and occupiers of the real estate, CSX and LEONEL MENDOZA, REBECA MENDOZA, JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ have the duty to exercise reasonable care under all circumstances with regard to the Lefler Ct Crossing; including the duty to make it reasonably safe for those who use the Crossing and a duty to warn users of the Crossing about dangers at the Crossing.

81. In breach of those duties this Crossing was not reasonably safe nor were there any warnings about dangers at the Crossing.

82. As previously specified, motorists at this Crossing were not provided sufficient information to allow for reasonably safe usage of the Lefler Ct Crossing.

83. At the time of this Collision, there was a written private Crossing agreement in force and effect for the private Crossing. The private Crossing agreement was between CSX and LEONEL MENDOZA, REBECA MENDOZA, JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ.

84. To the extent duties for maintaining the private Crossing were properly assigned to LEONEL MENDOZA, REBECA MENDOZA, JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ in the written private Crossing agreement, assumption, and consent, LEONEL MENDOZA, REBECA MENDOZA, JOSE SANTAMARIA and BEYRE GALINDEZ-LOPEZ was responsible for maintaining the private Crossing, and their duties and obligations were joint and several with CSX.

85. As a direct and proximate cause of the aforementioned negligence, Plaintiffs sustained damages as alleged herein.

86. The conduct of the Defendants rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendants, CSX, LEONEL MENDOZA, REBECA MENDOZA, JOSE SANTAMARAIA and BEYRE GALINDEZ-LOPEZ, for damages against the Defendant for all damages so recoverable according to Florida Statutes,

and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT IV
LIABILITY OF LEONEL MENDOZA
(Negligence)

87. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

88. At all times material hereto, Defendant, LEONEL MENDOZA, owned the property located at 121 Jim Lefler Circle, Plant City, Florida 33566 at the time of the subject motor vehicle accident referenced herein.

89. At all times material hereto, Defendant, LEONEL MENDOZA, had a duty to take ordinary and reasonable care to keep its premises reasonably safe and/or control, of the property located at 121 Jim Lefler Circle, Plant City, Florida, and to warn of perils that were known or should have been known by him and of which JASMINE FORD could not discover.

90. At all times material hereto and upon information and belief, Defendant LEONEL MENDOZA failed to adequately inspect, maintain and/or keep in reasonably safe condition and repair the subject approach to the railroad cross, including and CSX were parties to a certain written agreement which required Defendants jointly and severally to reasonably inspect, maintain and/or keep in good repair the subject MENDOZA property for the benefit of CSX.

91. This accident was due to the negligent acts of and omissions of Defendant LEONEL MENDOZA in that it negligently created a dangerous or negligent condition for Plaintiff, JASMINE FORD, and other invitees, by failing to provide a safe environment at the Crossing.

92. As a direct and proximate result of the ownership, acts, omissions, and/or breaches described herein, Plaintiff, THE ESTATE OF JASMINE EBONY FORD, has sustained medical

and funeral expenses along with other associated financial costs and considerations. Moreover, the survivors have suffered a loss in support, services and consortium, as well as mental anguish, pain and suffering due to the death of the decedent. The damages are continuing in nature and the Plaintiff will suffer the losses in the future.

93. The conduct of the Defendant rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, LEONEL MENDOZA, for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT V
LIABILITY OF REBECA MENDOZA
(Negligence)

94. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

95. At all times material hereto, Defendant, REBECA MENDOZA, owned property located at 121 Jim Lefler Circle, Plant City, Florida 33566 at the time of the subject motor vehicle accident referenced herein.

96. At all times material hereto, Defendant, REBECA MENDOZA, had a duty to take ordinary and reasonable care to keep its premises reasonably safe and/or control, of the property located at 121 Jim Lefler Circle, Plant City, Florida, and to warn of perils that were known or

should have been known by her and of which JASMINE FORD could not discover.

97. At all times material hereto and upon information and belief, Defendant REBECA MENDOZA failed to adequately inspect, maintain and/or keep in reasonably safe condition and repair the subject approach to the railroad cross, including and CSX were parties to a certain written agreement which required Defendants jointly and severally to reasonably inspect, maintain and/or keep in good repair the subject MENDOZA property for the benefit of CSX.

98. This accident was due to the negligent acts of and omissions of Defendant REBECA MENDOZA in that it negligently created a dangerous or negligent condition for Plaintiff, JASMINE FORD, and other invitees, by failing to provide a safe environment at the Crossing.

99. As a direct and proximate result of the ownership, acts, omissions, and/or breaches described herein, Plaintiff, THE ESTATE OF JASMINE EBONY FORD, has sustained medical and funeral expenses along with other associated financial costs and considerations. Moreover, the survivors have suffered a loss in support, services and consortium, as well as mental anguish, pain and suffering due to the death of the decedent. The damages are continuing in nature and the Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, REBECA MENDOZA, for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT VI
LIABILITY OF L.M. ELECTRIC SERVICES, INC.

(Negligence)

100. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

101. At all times material hereto, JASMINE FORD, was a business invitee at L.M. ELECTRIC SERVICES, INC., located at 121 Jim Lefler Circle, Plant City, Florida 33566 owned and operated by LEONEL MENDOZA.

102. At all times material hereto, Defendant, L.M. ELECTRIC SERVICES, INC. through its agent, had a duty to take ordinary and reasonable care to keep its premises reasonably safe and/or control, such as JASMINE FORD and to warn of perils that were known or should have been known to L.M. ELECTRIC SERVICES, INC. their employees and agents, and of which JASMINE FORD could not discover.

103. At all times material hereto and upon information and belief, Defendant L.M. ELECTRIC SERVICES, INC, through its agent, failed to adequately inspect, maintain and/or keep in reasonably safe condition and repair the subject approach to the railroad cross, including and CSX were parties to a certain written agreement which required Defendants jointly and severally to reasonably inspect, maintain and/or keep in good repair the subject property for the benefit of CSX.

104. This accident was due to the negligent acts of and omissions of Defendant L.M. ELECTRIC SERVICES, INC. and its agents that it negligently created a dangerous or negligent condition for Plaintiff, JASMINE FORD, and other invitees, by failing to provide a safe environment at the Crossing.

105. The conduct of the Defendant and its agents rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to

amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, L.M. ELECTRIC SERVICES, INC., for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT VII
LIABILITY OF RAM LOGISTICS, INC.
(Negligence)

106. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

107. At all times material hereto, JASMINE FORD, was a business invitee at RAM LOGISTICS, INC. located at 121 Jim Lefler Circle, Plant City, Florida 33566 owned and operated by REBECA MENDOZA.

108. At all times material hereto, Defendant, RAM LOGISTICS, INC., through its agent, had a duty to take ordinary and reasonable care to keep its premises reasonably safe and/or control, such as JASMINE FORD and to warn of perils that were known or should have been known to RAM LOGISTICS, INC., their employees or agents, and of which JASMINE FORD could not discover.

109. At all times material hereto and upon information and belief, Defendant RAM LOGISTICS, INC., through its agent, failed to adequately inspect, maintain and/or keep in reasonably safe condition and repair the subject approach to the railroad cross, including and CSX were parties to a certain written agreement which required Defendants jointly and severally to

reasonably inspect, maintain and/or keep in good repair the subject property for the benefit of CSX.

110. This accident was due to the negligent acts of and omissions of Defendant RAM LOGISTICS, INC. and its agents that it negligently created a dangerous or negligent condition for Plaintiff, JASMINE FORD, and other invitees, by failing to provide a safe environment at the Crossing.

111. The conduct of the Defendant and its agents rises to a level sufficient to warrant the imposition of punitive damages and at a later date, Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, RAM LOGISTICS, INC., for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT VIII
LIABILITY OF EMBROIDERED VISIONS LLC
(Negligence)

112. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

113. At all times material hereto, JASMINE FORD, was a business invitee at EMBROIDERED VISIONS LLC located at 121 Jim Lefler Circle, Plant City, Florida 33566 owned and operated by REBECA MENDOZA.

114. At all times material hereto, Defendant, EMBROIDERED VISIONS LLC, through its agent, had a duty to take ordinary and reasonable care to keep its premises reasonably safe

and/or control, such as JASMINE FORD and to warn of perils that were known or should have been known to EMBROIDERED VISIONS LLC, their employees or agents, and of which JASMINE FORD could not discover.

115. At all times material hereto and upon information and belief, Defendant EMBROIDERED VISIONS LLC, through its agent failed to adequately inspect, maintain and/or keep in reasonably safe condition and repair the subject approach to the railroad cross, including and CSX were parties to a certain written agreement which required Defendants jointly and severally to reasonably inspect, maintain and/or keep in good repair the subject property for the benefit of CSX.

116. This accident was due to the negligent acts of and omissions of Defendant EMBROIDERED VISIONS LLC and its agents that it negligently created a dangerous or negligent condition for Plaintiff, JASMINE FORD, and other invitees, by failing to provide a safe environment at the Crossing.

117. The conduct of the Defendants and its agents rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, EMBROIDERED VISIONS LLC, for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT IX
LIABILITY OF JOSE SANTAMARIA

(Negligence)

118. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

119. At all times material hereto, Defendant, JOSE SANTAMARIA, owned property located at 120 Jim Lefler Circle, Plant City, Florida 33566 at the time of the subject motor vehicle accident referenced herein.

120. At all times material hereto, Defendant, JOSE SANTAMARIA, had a duty to take ordinary and reasonable care to keep its premises reasonably safe and/or control, of the property located at 120 Jim Lefler Circle, Plant City, Florida, and to warn of perils that were known or should have been known by him and of which JASMINE FORD could not discover.

121. At all times material hereto and upon information and belief, Defendant JOSE SANTAMARIA failed to adequately inspect, maintain and/or keep in reasonably safe condition and repair the subject approach to the railroad cross, including and CSX were parties to a certain written agreement which required Defendants jointly and severally to reasonably inspect, maintain and/or keep in good repair the subject property for the benefit of CSX.

122. This accident was due to the negligent acts of and omissions of Defendant JOSE SANTAMARIA that it negligently created a dangerous or negligent condition for Plaintiff, JASMINE FORD, and other invitees, by failing to provide a safe environment at the Crossing.

123. As a direct and proximate result of the ownership, acts, omissions, and/or breaches described herein, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, has sustained medical and funeral expenses along with other associated financial costs and considerations. Moreover, the survivors have suffered a loss in support, services and consortium, as well as mental anguish, pain and suffering due to the death of

the decedent. The damages are continuing in nature and the Plaintiff will suffer the losses in the future.

124. The conduct of the Defendant rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, the SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, JOSE SANTAMARIA, for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT X
LIABILITY OF BEYRE GALINDEZ-LOPEZ
(Negligence)

125. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

126. At all times material hereto, Defendant, BEYRE GALINDEZ-LOPEZ, owned property located at 120 Jim Lefler Circle, Plant City, Florida 33566 at the time of the subject motor vehicle accident referenced herein.

127. At all times material hereto, Defendant, BEYRE GALINDEZ-LOPEZ, had a duty to take ordinary and reasonable care to keep its premises reasonably safe and/or control, of the property located at 120 Jim Lefler Circle, Plant City, Florida, and to warn of perils that were known or should have been known by her and of which JASMINE FORD could not discover.

128. At all times material hereto and upon information and belief, Defendant BEYRE

GALINDEZ-LOPEZ failed to adequately inspect, maintain and/or keep in reasonably safe condition and repair the subject approach to the railroad cross, including and CSX were parties to a certain written agreement which required Defendants jointly and severally to reasonably inspect, maintain and/or keep in good repair the subject property for the benefit of CSX.

129. This accident was due to the ne that it negligently created a dangerous or negligent condition for Plaintiff, JASMINE FORD, and other invitees, by failing to provide a safe environment at the Crossing.

130. As a direct and proximate result of the ownership, acts, omissions, and/or breaches described herein, Plaintiff, SABRINA MULDROW, as Personal Representative of THE ESTATE OF JASMINE EBONY FORD, has sustained medical and funeral expenses along with other associated financial costs and considerations. Moreover, the survivors have suffered a loss in support, services and consortium, as well as mental anguish, pain and suffering due to the death of the decedent. The damages are continuing in nature and the Plaintiff will suffer the losses in the future.

131. The conduct of the Defendant rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, prays for judgment against Defendant, BEYRE GALINDEZ-LOPEZ, for damages against the Defendant for all damages so recoverable according to Florida Statutes, and in an amount within the jurisdictional requirements of this Court, plus interest and costs; and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT XI
LIABILITY OF RAPID EXPRESS DELIVERY LLC
(Joint Employer)

132. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

133. Defendant, RAPID EXPRESS DELIVERY LLC, is contracted with Defendant, AMAZON.COM SERVICES LLC, as a delivery carrier for the sole purpose to further AMAZON's core business objective of providing prompt package delivery service to AMAZON customers.

134. Defendant, RAPID EXPRESS, employed JASMINE FORD, who was in the course and scope of her employment at the time of the subject accident.

135. At all times material hereto, JASMINE FORD, was an agent or employee of Defendant, RAPID EXPRESS.

136. Defendant, RAPID EXPRESS, is contracted solely on delivery contracts with Defendant, AMAZON.

137. Defendant, RAPID EXPRESS, is financially dependent solely on payment made by Amazon to perform all day-to-day operations.

138. Defendant, RAPID EXPRESS, is dependent solely on payments made by Amazon to make regularly scheduled payroll.

139. Defendant, RAPID EXPRESS, is dependent solely on assignment of exact scheduling of package delivery times dictated by Defendant, AMAZON.

140. Defendant, RAPID EXPRESS, is dependent solely on Defendant, AMAZON, for assignment of exact routes to be utilized for package deliveries.

141. Defendant, RAPID EXPRESS, is dependent solely on Defendant, AMAZON, for all employee training documents and procedures.

142. Defendant, RAPID EXPRESS, is dependent solely on Defendant, AMAZON, for all

hiring support, to include but not limited to initial employment process through termination of employment.

143. The work performed by Defendant, RAPID EXPRESS, and its employees is a specialty job on the production line and considered an integrated unit of production as the delivery of packages is a necessary component of AMAZON'S deliverable of selling and delivering to its customers.

144. That Defendant, RAPID EXPRESS, and its employees were given access to the AMAZON premises and equipment and were required by way of AMAZON, that such employees/drivers, including the decedent, JASMINE FORD, to arrive at, load and unload AMAZON packages at assigned fulfillment and warehouse centers for the sole purpose of the course and scope of the delivery endeavored at the time of the subject collision.

145. As a direct and proximate result of Defendant, RAPID EXPRESS' acts, omissions, and/or breaches described herein, the Plaintiff sustained severe injuries and damages including, but not limited to, physical and emotional injuries, costs of medical treatment for such injuries, loss of earning capacity, loss of earnings, pain and suffering, aggravation of pre-existing injuries and other consequential damages.

146. As a direct and proximate result of the Defendants' breach of this duty, Plaintiffs suffered damages, as alleged in this Complaint. All acts or omissions of Defendants constitute negligence, gross negligence, negligence *per se*, willful and wanton conduct, recklessness, intentional conduct, and demonstrate a reckless and intentional disregard for the safety of the traveling public.

147. The conduct of the Defendants rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, demands judgment against Defendant, RAPID EXPRESS, in an amount that exceeds the jurisdictional requirements of this Court, plus interest and costs, and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT XII
LIABILITY OF RAPID EXPRESS DELIVERY LLC
(Gross Negligence)

148. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

149. At all times material hereto, Defendant, RAPID EXPRESS, was contracted with Defendant, AMAZON, as a carrier to deliver Amazon packages and goods to Amazon customers in closely surrounding areas. Each package assigned to RAPID EXPRESS and its employees on a day-to-day basis, were deliveries to be made directly to Amazon customer delivery addresses, set on a demanding delivery time schedule.

150. At all times material hereto, Defendant, RAPID EXPRESS, required its employees perform their job duties under strict time restrictions as dictated by the assigned delivery route, and would scrutinize and put pressure on Plaintiff, JASMINE FORD, if she fell behind in her daily assigned delivery schedule with threats of suspension or termination if all deliveries were not made within the time specified on the route order forcing drivers to operate their assigned vehicles in a manner unsafe to themselves and to others around them.

151. At all material times hereto, Defendant, RAPID EXPRESS, utilized electronic equipment installed in its vehicle to monitor Plaintiff, JASMINE FORD's day-to-day activities on a second-by-second basis to track Plaintiff's location and every move from the start to finish of her daily shift.

152. At all material times hereto, Defendant, RAPID EXPRESS, utilized electronic equipment installed in its vehicle to monitor Plaintiff, JASMINE FORD's day-to-day activities on a second-by-second basis to view Plaintiff's every move from the start to finish of her daily shift.

153. At all times material hereto, Defendant, RAPID EXPRESS, required Plaintiff, JASMINE FORD, to utilize text messaging services from an Amazon provided handheld device as their form of communication with Plaintiff at any time during her course and scope of employment, regardless of whether she was driving (operating) her assigned vehicle or at a complete stop, creating an unsafe work environment for herself and other drivers around her.

154. At all times material hereto, Defendant, RAPID EXPRESS, negligently designed the routes assigned to Plaintiff, JASMINE FORD, without consideration for any unexpected adverse driving conditions or incidents that would impede the normal traffic flow of her daily route.

155. As a direct and proximate result of Defendant, RAPID EXPRESS' acts, omissions, and/or breaches described herein, the Plaintiff sustained severe injuries and damages including, but not limited to, physical and emotional injuries, costs of medical treatment for such injuries, loss of earning capacity, loss of earnings, pain and suffering, aggravation of pre-existing injuries and other consequential damages.

156. At all times material hereto, Defendant, RAPID EXPRESS, had knowledge of the existence of circumstances surrounding the dangers involved in the strict time restraints allowed to Plaintiff, JASMINE FORD, and other motorists around her, which constitutes a 'clear and present danger' and yet still undertook 'a conscious, voluntary act or omission that evinces a conscious, voluntary act or omission that was likely to result in injury.

157. At all times material hereto, Defendant, RAPID EXPRESS, demonstrated a

reckless disregard for Plaintiff, JASMINE FORD's and its employees' safety and well-being and was motivated by profit and productivity at the expense of its employees' health and wellbeing. The conduct of the Defendant rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, demands judgment against Defendant, RAPID EXPRESS, in an amount that exceeds the jurisdictional requirements of this Court, plus interest and costs, and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT XIII
LIABILITY OF RAPID EXPRESS DELIVERY LLC
(Negligent Hiring, Training and Supervision)

158. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

159. At all times material hereto, Defendant, RAPID EXPRESS was negligent in the hiring, training, and supervision of its employees.

160. At all times material hereto, Defendant, RAPID EXPRESS had a duty to use reasonable care in hiring, training and retaining well suited, and experienced drivers to conduct their job duties and owed a duty to Plaintiff, JASMINE FORD, to protect the Plaintiff from a particular injury or damage.

161. At all times material hereto, Defendant, RAPID EXPRESS, demonstrated no care or the absence of any care by failing to provide adequate training resources and appropriate supervision to Plaintiff, JASMINE FORD, at the time of hire and before the date of Jasmine Ford's

death, and that such failure would result in a particular damage or injury to Plaintiff and other motorists around her during the course and scope of her employment.

162. At all times material hereto, Defendant, RAPID EXPRESS, knew or should have known of the unsuitability of the training resources provided to Plaintiff, JASMINE FORD, at the time of hire and before the date of Ms. Ford's death, and that such unsuitability would result in a particular damage or injury to Plaintiff and other motorists around her during the course and scope of her employment.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, demands judgment against Defendant, RAPID EXPRESS, in an amount that exceeds the jurisdictional requirements of this Court, plus interest and costs, and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT XIV
LIABILITY OF AMAZON.COM SERVICES LLC
(Joint Employer)

163. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

164. Defendant, AMAZON.COM SERVICES LLC, has contracted Defendant, RAPID EXPRESS, as a delivery partner for the sole purpose to further AMAZON's core business objective of providing prompt package delivery service to AMAZON customers.

165. Defendant, AMAZON, also employed JASMINE FORD, who was in the course and scope of her employment at the time of the accident for the sole purpose to further AMAZON's core business objective of providing prompt package delivery service to AMAZON customers.

166. At all times material hereto, JASMINE FORD, was an agent or employee of

Defendant, AMAZON.

167. Defendant, AMAZON, contracts Defendant, RAPID EXPRESS, for the sole purpose of delivery of its packages to AMAZON customers.

168. Defendant, AMAZON, is the sole payor of all contractual payments made to RAPID EXPRESS to make regularly scheduled payroll.

169. Defendant, AMAZON, assigns exact scheduling of package delivery routes to include specific date and specific time of deliveries to be made by Defendant, RAPID EXPRESS.

170. Defendant, AMAZON, provides all employee training documents to Defendant, RAPID EXPRESS.

171. Defendant, AMAZON, provides all employee hiring support, to include but not limited to initial employment process through termination of employment to Defendant, RAPID EXPRESS.

172. Defendant, AMAZON, provides to Defendant RAPID EXPRESS access to its premises, described as AMAZON assigned fulfillment and warehouse centers, to arrive at, load and unload AMAZON packages for the sole purpose of the course and scope of the delivery endeavored at the time of the subject collision.

173. As a direct and proximate result of Defendant, AMAZON'S acts, omissions, and/or breaches described herein, the Plaintiff sustained severe injuries and damages including, but not limited to, physical and emotional injuries, costs of medical treatment for such injuries, loss of earning capacity, loss of earnings, pain and suffering, aggravation of pre-existing injuries and other consequential damages.

174. The conduct of the Defendants rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, demands judgment against Defendant, AMAZON, in an amount that exceeds the jurisdictional requirements of this Court, plus interest and costs, and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT XV
LIABILITY OF AMAZON.COM SERVICES LLC
(Gross Negligence)

175. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

176. At all times material hereto, Defendant, AMAZON, contracted with Defendant, RAPID EXPRESS, as a delivery carrier to deliver Amazon packages and goods to Amazon customers in closely surrounded areas. Each package Defendant, AMAZON assigned to Defendant, RAPID EXPRESS and its employees on a day-to-day basis, were deliveries to be made directly to Amazon customer delivery addresses, set on a demanding delivery time schedule.

177. At all times material hereto, Defendant, AMAZON, required its employees perform their job duties under strict time restrictions as dictated by the assigned delivery route, and would scrutinize and put pressure on Plaintiff, JASMINE FORD, if she fell behind in her daily assigned delivery schedule with threats of suspension or termination if all deliveries were not made within the time specified on the route order forcing drivers to operate their assigned vehicles in a manner unsafe to themselves and to others around them.

178. At all material times hereto, Defendant, AMAZON, utilized electronic equipment installed in its vehicle to monitor Plaintiff, JASMINE FORD's day-to-day activities on a second-by-second basis to track Plaintiff's location and every move from the start to finish of her daily shift.

179. At all material times hereto, Defendant, AMAZON, utilized electronic equipment installed in its vehicle to monitor Plaintiff, JASMINE FORD's day-to-day activities on a second-by-second basis to view Plaintiff's every move from the start to finish of her daily shift.

180. At all times material hereto, Defendant, AMAZON, required Plaintiff, JASMINE FORD, to utilize text messaging services from an Amazon provided handheld device as their form of communication with Plaintiff at any time during her course and scope of employment, regardless of whether she was driving (operating) her assigned vehicle or at a complete stop, creating an unsafe work environment for herself and other drivers around her.

181. At all times material hereto, Defendant, AMAZON, negligently designed the routes assigned to Plaintiff, JASMINE FORD, without consideration for any unexpected adverse driving conditions or incidents that would impede the normal traffic flow of her daily route.

182. As a direct and proximate result of Defendant, AMAZON'S acts, omissions, and/or breaches described herein, the Plaintiff sustained severe injuries and damages including, but not limited to, physical and emotional injuries, costs of medical treatment for such injuries, loss of earning capacity, loss of earnings, pain and suffering, aggravation of pre-existing injuries and other consequential damages.

183. At all times material hereto, Defendant, AMAZON, had knowledge of the existence of circumstances surrounding the dangers involved in the strict time restraints allowed to Plaintiff, JASMINE FORD, and other motorists around her, which constitutes a 'clear and present danger' and yet still undertook 'a conscious, voluntary act or omission that evinces a conscious, voluntary act or omission that was likely to result in injury.

184. At all times material hereto, Defendant, AMAZON, demonstrated a reckless disregard for its employees' and Plaintiff, JASMINE FORD's demonstrated a reckless disregard

for Plaintiff, JASMINE FORD's and its employees' safety and well-being and was motivated by profit and productivity at the expense of its employees' health and wellbeing. The conduct of the Defendant rises to a level sufficient to warrant the imposition of punitive damages and at a later date Plaintiff will seek permission from the Court to amend this Complaint to include punitive damages.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, demands judgment against Defendant, AMAZON, in an amount that exceeds the jurisdictional requirements of this Court, plus interest and costs, and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT XVI
LIABILITY OF AMAZON.COM SERVICES LLC
(Negligent Hiring, Training and Supervision)

185. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

186. At all times material hereto, Defendant, AMAZON, was negligent in the hiring, training, and supervision of its employees.

187. At all times material hereto, Defendant, AMAZON, had a duty to use reasonable care in hiring, training and retaining well suited, and experienced drivers to conduct their job duties and owed a duty to Plaintiff, JASMINE FORD, to protect the Plaintiff from a particular injury or damage.

188. At all times material hereto, Defendant AMAZON,, demonstrated no care or the absence of any care by failing to provide adequate training resources and appropriate supervision to Plaintiff, JASMINE FORD, at the time of hire and before the date of Jasmine Ford's death, and

that such failure would result in a particular damage or injury to Plaintiff and other motorists around her during the course and scope of her employment.

189. At all times material hereto, Defendant, AMAZON,, knew or should have known of the unsuitability of the training resources provided to Plaintiff, JASMINE FORD, at the time of hire and before the date of Ms. Ford's death, and that such unsuitability would result in a particular damage or injury to Plaintiff and other motorists around her during the course and scope of her employment.

WHEREFORE, Plaintiff, SABRINA MULDROW, as Personal Representative of the ESTATE OF JASMINE EBONY FORD, demands judgment against Defendant, AMAZON,, in an amount that exceeds the jurisdictional requirements of this Court, plus interest and costs, and further demands such other and further relief as this Court may deem just, proper and equitable.

COUNT XVII
MISCELLANEOUS NEGLIGENCE

190. The allegations set forth in paragraphs 1 through 56 are incorporated herein as if set forth again in full.

191. John Doe is a person who may be identified in discovery and need to be added to this case as the evidence may require in the future.

192. ABC Corp. is a presently unknown corporate entity that may be identified in discovery and may need to be added to this suit in the future

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

Dated this 2nd day of February, 2023.

Respectfully Submitted,

/s/Mark B. Stallworth, Esquire

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IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL
DISTRICT IN AND FOR HILLSBOROUGH COUNTY
PROBATE DIVISION

IN RE: ESTATE OF
JASMINE EBONY FORD.
DECEASED.

CASE NO. : 22-CP-001776
DIVISION: B

_____ /

LETTERS OF ADMINISTRATION

TO WHOM IT MAY CONCERN:

WHEREAS, **SABRINA MULDROW**, has been appointed Personal Representative of the estate of the decedent, **JASMINE EBONY FORD**, and has performed all acts prerequisite to issuance of letters of administration in the estate;

NOW, THEREFORE, I, the undersigned Circuit Judge, declare **SABRINA MULDROW**, to be duly qualified under the laws of the State of Florida to act as personal representative of this estate, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent as far as the assets of the estate will permit and law direct; and to make distribution of the estate according to law.

WITNESS my hand and seal of this court the _____ day of July, 2022.

Electronically Conformed 7/6/2022
Vivian Corvo

**CIRCUIT JUDGE
VIVIAN CORVO**

cc.
Fehintola Oguntebi

EXHIBIT A