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# JOURNAL

## **A Win for the Gig Economy: First Appellate Ruling on Florida's Transportation Network Companies Statute Affirms Independent Contractor Protections**

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*In this article, the authors review the first Florida appellate court decision confirming the protections afforded to Transportation Network Companies under a 2017 Florida law.*

In 2017, the Florida Legislature sought to regulate “Transportation Network Companies,” (TNCs), like Uber and Lyft, by passing section 627.748, Florida Statutes (2017) (TNC Statute). As discussed in more detail below, the TNC Statute generally shelters TNCs from vicarious liability for drivers’ actions if certain conditions are met.

In *Abner v. Lyft Fla., Inc.*,<sup>1</sup> Florida’s Third District Court of Appeal recently issued the first state appellate ruling confirming the protections afforded to TNCs under this Statute. The *Abner* court agreed with the reasoning of the trial court and affirmed summary judgment for Lyft on a claim of vicarious liability under the TNC Statute, as well as a claim of negligent hiring and retention of the driver.

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## THE CASE

The case stemmed from a July 5, 2017, accident where a car driven by Rolando Cepero collided with a motorcycle driven by Dexter Franklin. At the time of the accident, Cepero was a ride-share contractor for Lyft providing a ride requested by a passenger through the Lyft platform. Plaintiff Natasha Abner, individually and as Franklin's Guardian, sued Lyft claiming it was vicariously liable as Cepero's "employer." With her other claim, Abner also alleged Lyft negligently hired and retained Cepero. Lyft moved for summary judgment based on the TNC Statute, which went into effect just before the accident took place. The trial court granted summary judgment and Abner appealed.

Since 2017, Florida's TNC Statute classifies TNC drivers as independent contractors if certain conditions are met. Because an employer is generally "not liable for the negligence of the independent contractor because the employer has no control over the manner in which the work is done,"<sup>2</sup> the TNC Statute shelters a TNC from vicarious liability so long as the TNC's relationship with the driver meets the following requirements:

- (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.<sup>3</sup>

Abner claimed that Lyft's terms of service agreement with Cepero failed to satisfy section (c) of the TNC Statute because the agreement restricted Cepero from operating as a public carrier/taxi service or accepting street hails. The Third District Court of Appeal disagreed, and affirmed the lower court reasoning that the restriction did not violate section (c) because it merely prohibited Cepero from engaging in those activities while actively providing services for Lyft. Thus, the Court held that a TNC's terms of service agreement that reasonably limits what a driver does while actively providing services for Lyft does not constitute a restriction on the TNC driver's ability to "engag[e] in any other occupation or business." Therefore, the Court held that

the TNC protections apply and Lyft was not vicariously liable for the driver's actions.

The Court also affirmed the district court's rejection of Abner's negligent hiring and retention claims because the evidence established that Lyft had performed criminal and driving background checks on Cepero before permitting him to provide rides through the Lyft platform. The evidence Abner offered — one vague two-star review and a single passenger complaint — was deemed insufficient by the appellate court to demonstrate that Lyft ignored supposed "known risks" related to Cepero. Specifically, the appellate court rejected Abner's argument that Cepero's prior traffic citation for reckless driving disqualified him as a TNC driver. The appellate court reached this conclusion based upon the plain language of the TNC statute which provides that an individual is ineligible to be a TNC driver only if the individual has had more than three moving violations in a three-year period.

The *Abner* court emphasized that "vague feedback and low ratings were not enough; plaintiffs must show the company ignored concrete, known risks." The court noted that the evidence of negligent hiring and retention was so sparse that "it would fail to create an issue of fact under any reasonable construction of a TNC's duty to a third party." Given the "patent insufficiency of the evidence offered by Abner," the Court exercised judicial restraint and declined to opine on broader issues of common law negligent hiring for independent contractors "particularly as it might be modified by the TNC statute."

Although TNCs are a limited subset of technology businesses under Florida law, other app-based platforms that operate within the gig economy will look to the *Abner* decision as a leading case analyzing the Florida statute. The opinion signals that Florida courts are enforcing the law as written and will require specific, actionable facts (and not just generalized allegations) to allow negligent hiring or retention claims to proceed against TNCs and related platforms.

## CONCLUSION

As an issue of first impression for Florida appellate courts interpreting the law in Florida, the *Abner* decision is a meaningful development for TNC tort liability. Now that a Florida District Court of Appeal has upheld the Florida statute, Florida trial courts throughout the state have precedential and binding case law to apply in lawsuits involving TNCs. As a result, the independent contractor model for TNCs remains protected under the law when the statutory requirements are

met. This decision is specific to TNCs, but other platforms that utilize independent contractors in their business models should take note of this new opinion, especially the independent contractor analysis. As it relates to negligent hiring and retention, a clearer trend is emerging amongst courts. It appears that Florida courts are unlikely to let negligent hiring and retention claims proceed without clear notice of dangerous conduct. *Abner* not only reinforces a textual reading of the legislature's independent contractor structure but also sets a high bar for negligent hiring claims.

In sum, because no other District Court of Appeal has ruled on the issues raised in *Abner*, the case is now binding on Florida trial courts.<sup>4</sup>

## NOTES

1. See *Abner v. Lyft Fla., Inc.*, No. 3D24-0479, 2025 WL 2969993 (Fla. Dist. Ct. App. Oct. 22, 2025).
2. *Stander v. Dispoz-O-Prods., Inc.*, 973 So. 2d 603, 604 (Fla. 4th DCA 2008).
3. 627.748(9)(a)-(d), Fla. Stat. (2017).
4. See *Pardo v. State*, 596 So. 2d 665, 666 (Fla. 1992).

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