

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

L. DOE,	)	
	)	C.A. No. 25C-11-057 MAH
Plaintiff,	)	
	)	
v.	)	
	)	
UBER TECHNOLOGIES, INC.;	)	
RAISER, LLC; and RAISER-CA,	)	
LLC,	)	
Defendants.	)	
	)	
	)	

Submitted: July 15, 2026

Decided: October 13, 2026

MEMORANDUM OPINION

Upon Defendants' Motion to Dismiss

Granted

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J. Horton

INTRODUCTION

This case concerns a mobile application developed in California, a plaintiff from New York, an alleged injury incurred in Colombia, and three companies incorporated in Delaware. Plaintiff L. Doe,¹ filed her Complaint in this Court on November 7, 2025, seeking relief from Uber and its subsidiaries for a sexual assault that allegedly occurred in the back of an Uber while she was travelling in Colombia. Uber now moves to dismiss on two grounds. First, Uber moves under Superior Court Rule 12(b)(3), asserting the doctrine of *forum non conveniens*, arguing that Delaware is not the proper forum for this case. Second, Uber moves under Superior Court Rule 12(b)(6) contending that Doe named the wrong defendants and stated her claims under inapplicable law.

Having reviewed the record, applicable caselaw, the parties' positions and contentions, and the circumstances surrounding this dispute, the Defendants' motion to dismiss under Superior Court Rule 12(b)(3) is **GRANTED**.

¹ Plaintiff L. Doe is proceeding under a pseudonym pursuant to Super. Ct. R. Civ. 10(e).

FACTUAL BACKGROUND

Uber Technologies, Inc., is a Delaware Corporation with its headquarters in San Francisco, California.² Defendants Raiser LLC and Raiser-CA are wholly owned subsidiaries of Uber Technologies, with identical headquarters and places of incorporation as Uber Technologies.³ Uber Technologies, and its many subsidiaries, are responsible for developing, promulgating, maintaining, and operating a rideshare service through their mobile application “Uber.”⁴ This application allows people in need of a ride to connect with drivers that will bring them to their sought destination (the “Service”).⁵ Uber offers the Service in all 50 states and numerous countries around the world, including Colombia.

On January 23, 2025, L. Doe, was travelling abroad in Cartagena, Colombia.⁶ That day, Doe sought transportation from Café Havana, a bar in Cartagena, to Hotel Estelar, where Doe was staying in Cartagena.⁷ Doe, a New York Resident, had the Uber app installed on her phone prior to visiting Colombia.⁸ Doe used the same

² Docket Item (“D.I.”) 1 (“Compl.”) at ¶ 22.

³ *Id.* at ¶¶ 24–27.

⁴ *Id.* at ¶¶ 1–5.

⁵ *Id.* at ¶ 5.

⁶ *Id.* at ¶ 30.

⁷ Compl. at ¶ 31.

⁸ *Id.* at ¶¶ 29–30.

Uber app she downloaded in the United States in Colombia to arrange for a ride from Café Havana to Hotel Estelar.⁹ Doe booked her ride at 1:26 a.m.¹⁰ An Uber driver picked Doe up from Café Havana at 1:30 a.m.¹¹ Hotel Estelar is 2.8 kilometers away from Café Havana and typically takes approximately 10 minutes to travel from one location to the other.¹²

Doe claims that during the ride, the Uber driver asked her a series of personal and inappropriate questions.¹³ Doe further asserts that, over her protests, the driver drove past Hotel Estelar and to an isolated, remote location several kilometers away.¹⁴ There, Doe alleges the driver got into the back seat, restrained Doe, moved her body to face his, and kissed her “without her consent and despite her protests.”¹⁵ Doe managed to repel the attack and demanded that the Uber driver return her to Hotel Estelar.¹⁶ The Uber driver complied, and brought Doe back to Hotel Estelar at 2:08 a.m.¹⁷

⁹ *Id.* at ¶ 31.

¹⁰ *Id.* at ¶ 34.

¹¹ *Id.* at ¶ 35.

¹² Compl. at ¶ 33.

¹³ *Id.* at ¶ 37.

¹⁴ *Id.* at ¶¶ 39–40.

¹⁵ *Id.* at ¶¶ 40–41.

¹⁶ *Id.* at ¶ 45.

¹⁷ Compl. at ¶ 46.

Upon her return to the hotel, Doe immediately reported the incident to Uber.¹⁸ In that correspondence, Doe stated that she suffered a “severe traumatic reaction,” that was witnessed by “an unfortunately large number of people” at Hotel Estelar.¹⁹ The Uber driver responded by filing a report accusing Doe of being intoxicated and possessing drugs during a police checkpoint encounter.²⁰ Doe asserts that this report was false and retaliatory.²¹ The Defendants, Uber Technologies, Inc., Raiser LLC, and Raiser-CALLC (collectively “Uber”), suggest that the driver’s account of events is possibly supported by GPS data.²²

PROCEDURAL HISTORY

Doe originally filed her Complaint in the United States District Court for the Eastern District of New York on September 18, 2025.²³ Doe voluntarily withdrew her complaint shortly thereafter and subsequently filed her case in this Court on November 7, 2025.²⁴ Doe’s Complaint sets forth 11 counts: (1) “Punitive Damages,”

¹⁸ *Id.* at ¶ 48.

¹⁹ D.I. 21 (“Mtn. Dismiss”), Macanaz Decl., Ex. D (“This has been the most traumatic incident of my life and has already induced in me a public severe traumatic reaction at my hotel, which can be corroborated by an unfortunately large number of people”).

²⁰ Compl. at ¶ 48.

²¹ *Id.*

²² Mtn. Dismiss at 4.

²³ *Id.* at 5.

²⁴ *Id.*

(2) “Negligence,” (3) “Negligent Hiring, Supervision, and Retention,” (4) “Common Carrier Negligence,” (5) “Negligent Failure to Warn,” (6) “Vicarious Liability,” (7) “Vicarious Liability for Sexual Assault,” (8) “Negligent Infliction of Emotional Distress,” (9) “Breach of Contract,” (10) “Strict Product Liability: Design Defect,” and (11) “Strict Product Liability: Failure to Warn.”²⁵

Uber now moves to dismiss these claims under Superior Court Rule 12(b)(3) and Superior Court Rule 12(b)(6).²⁶ The Court heard oral arguments on May 28, 2026, and, after supplemental briefing, reserved decision.

PARTIES’ CONTENTIONS

I. Forum Non Conveniens

Uber first moves to dismiss on the grounds that Delaware would not be an appropriate forum for this action.²⁷ In support of its motion, Uber relies heavily on the fact that the alleged assault underpinning the Complaint happened in Colombia, not Delaware.²⁸ Uber identifies a number of witnesses and documentary evidence in Colombia that are “unreachable from Delaware.”²⁹ Ultimately, Uber argues that

²⁵ See generally Compl.

²⁶ See generally Mtn. Dismiss.

²⁷ *Id.* at 6.

²⁸ *Id.*

²⁹ *Id.*

this incident and accompanying evidence lies at the core of all of Doe’s claims, and, therefore, this case is better litigated where the evidence is: Colombia.

Doe argues that Uber overstates the relative significance of the Colombia incident and witnesses. While the assault created Doe’s injuries, she asserts that Uber played a significant part in causing them through its “corporate knowledge and systematic practices.”³⁰ Doe alleges that her claims center around Defendants’ “awareness of prior assaults, their failure to implement safety measures, and their representations regarding passenger safety.”³¹ These allegations are “not limited to the conduct of the individual driver.”³² Doe submits that most of the evidence regarding these claims can be readily produced in Delaware, where Uber is incorporated.³³ Essentially, Doe argues that because a majority of her claims sound in corporate malpractice and a majority of the evidence substantiating those claims is readily available in Delaware, Delaware is not an inconvenient forum for Uber to defend against Doe’s claims.

³⁰ D.I. 26 (“Resp. Mtn. Dismiss”) at 10.

³¹ *Id.*

³² *Id.* at 11.

³³ *Id.* at 11–12.

II. Failure to State a Claim

Uber moves to dismiss under Rule 12(b)(6) on two grounds. First, Uber asserts that Doe named the incorrect defendants.³⁴ To that end, Uber proffers an affidavit and the Terms and Conditions for using the Uber App, neither of which are referenced in the Complaint.³⁵ Uber argues that these documents demonstrate that its subsidiary, Raiser B.V., a Netherlands company, is the proper defendant because it was the entity directly contracting with Doe in Colombia.³⁶ Second, Uber asserts that these Terms and Conditions mandate that Dutch law govern any claims “arising out of or relating in any way to these Terms.”³⁷ Because Doe asserted her claims under Delaware law, Uber submits that Doe failed to state a claim under the applicable Dutch law.

In response, Doe primarily contends that these considerations are not ripe for this stage of litigation. First, Doe argues that considering documents outside of the pleadings are procedurally improper at this stage.³⁸ Doe further contends that these documents do not, in fact, establish that Doe agreed to contract with any Dutch

³⁴ Mtn. Dismiss at 18.

³⁵ *Id.* at 18–19.

³⁶ *Id.*

³⁷ *Id.* at 19–20; Alexandru Decl., Ex. B at 17.

³⁸ Resp. Mtn. Dismiss at 19–20.

entity.³⁹ Alternatively, Doe argues that even if the Terms and Conditions apply and are considered here, her Complaint sets forth adequate allegations that Uber Technologies materially contributed to her injury.⁴⁰ Second, Doe argues that whether or not Dutch law applies does not affect whether Doe stated a claim upon which relief could be granted.⁴¹ Doe also argues that the choice-of-law clause in the Terms and Conditions does not apply because Doe’s claims arise from tort, not contract.⁴²

STANDARD OF REVIEW

Superior Court Civil Rule 12(b)(3) governs motions to dismiss grounded in *forum non conveniens*.⁴³ This doctrine allows the Court to dismiss a case despite possessing jurisdiction over the subject-matter and parties.⁴⁴ Motions to dismiss under *forum non conveniens* “are addressed to the trial court’s discretion.”⁴⁵ This is an extraordinary remedy, and “only in a ‘rare case’ will a complaint filed in Delaware

³⁹ *Id.*

⁴⁰ *Id.* at 18–19.

⁴¹ *Id.* at 21.

⁴² *Id.* at 22–23.

⁴³ *Armenta v. G/O Media, Inc.*, 2024 WL 4433946, at *4 (Del. Super. Oct. 7, 2024).

⁴⁴ *Chrysler First Bus. Credit Corp. v. 1500 Locust Ltd. P’ship*, 669 A.2d 104, 106 (Del. 1995)

⁴⁵ *GXP Capital, LLC v. Argonaut Mfg. Serv., Inc.*, 253 A.3d 93, 97 (Del. 2021).

be dismissed on the grounds of *forum non conveniens*.”⁴⁶ In deciding whether to grant relief under Rule 12(b)(3), the Court “may consider materials outside the complaint.”⁴⁷

Superior Court Civil Rule 12(b)(6) allows a party to seek dismissal of a complaint if it fails to state a claim upon which relief can be granted. The complaint sets forth the “universe of facts” for the Court to consider when evaluating the motion.⁴⁸ The Court must assume that any well pled fact asserted therein is true.⁴⁹ The Court may consider extrinsic evidence insofar as it is integral to the Complaint.⁵⁰ If the Court determines it is “reasonably conceivable” for the plaintiff to recover the damages claimed in the complaint, then the motion must be denied.⁵¹

⁴⁶ *Mar-Land Indus. Cont., Inc. v. Caribbean Petrol Refin., L.P.*, 777 A.2d 774, 778 (Del. 2001).

⁴⁷ *Degregorio v. Marriott Int’l, Inc.*, 2018 WL 3096627, at *5 (Del. Super. June 20, 2018) (citations omitted).

⁴⁸ *In re Gen. Motors (Hughes) S’holder Litig.*, 897 A.2d 162, 168 (Del. 2006).

⁴⁹ *Id.*

⁵⁰ *See Windsor I, LLC v. CWC Capital Asset Mgmt. LLC*, 238 A.3d 863, 875 (Del. 2020) (finding error in the trial court’s consideration of a document upon a 12(b)(6) motion where the Complaint did not “refer to, quote, or characterize” the document in any way).

⁵¹ *Morris v. Spectra Energy Partners (DE) GP, LP*, 246 A.3d 121, 136 (Del. 2021).

ANALYSIS

I. Forum Non Conveniens

When evaluating the doctrine of *forum non conveniens*, Delaware courts will utilize the factors set forth in *General Foods Corp. v. Cryo-Maid, Inc.*⁵² Uber argues that these factors weigh in favor of litigating in Colombia over Delaware.⁵³ Doe contends the inverse, that these factors weigh in favor of litigating in Delaware, or, at least not in Colombia.⁵⁴ Weighing the *Cryo-Maid* factors under the appropriate framework, the Court finds that the factors disfavor Delaware as the appropriate forum for this case.⁵⁵

⁵² See *GXP Capital, LLC*, 253 A.3d at 100–01 (citing *Gen. Foods Corp. v. Cryo-Maid, Inc.*, 198 A.2d 681 (Del. 1964)). The Court applies different tests for weighing these factors depending on the posture of the case. *Id.* (“a first-filed Delaware case with no case pending elsewhere (the *Cryo-Maid* test); a second-filed Delaware case with another first-filed case pending elsewhere (the *McWane* test); and ... [the] *Gramercy* [test]—a later-filed Delaware case after another jurisdiction had dismissed a first-filed case for forum non conveniens.”) (citations omitted).

⁵³ Mtn. Dismiss at 6.

⁵⁴ Resp. Mtn. Dismiss at 6.

⁵⁵ This Opinion only considers whether Delaware is the appropriate forum for this action. It should not be construed as identifying any specific forum as proper. See *GXP Capital, LLC*, 253 A.3d at 102, 106 (stating that weighing the comparative hardships of different forums is only appropriate where the alternative forum “indisputably possesses” jurisdiction over the case); see also *Aranda v. Philip Morris USA Inc.*, 183 A.3d 1245, 1255 (Del. 2018) (“an available alternative forum is not a threshold requirement before dismissing a case for *forum non conveniens*”).

A. The Doctrine of *Forum Non Conveniens*

As stated above, the *Cryo-Maid* factors govern the Court's *forum non conveniens* analysis.⁵⁶ These factors require the court to consider: (1) “the relative ease of access to proof;” (2) “the availability of a compulsory process for witnesses;” (3) “the possibility to view the premises, if appropriate;” (4) “whether the controversy is dependent upon Delaware law, which the courts of this State should decide rather than those of another jurisdiction;” (5) “the pendency or non-pendency of a similar action in another jurisdiction;” and (6) “all other practical problems that would make the trial easy, expeditious, and inexpensive.”⁵⁷ The moving party must put forth “particularized evidence” showing that each *Cryo-Maid* factor relied upon supports dismissal.⁵⁸

Generally, a plaintiff is “afforded the presumption that its choice of forum is proper and a defendant who attempts to obtain dismissal based on grounds of *forum non conveniens* bears a heavy burden.”⁵⁹ This rationale ordinarily requires the movant to show that litigating in Delaware would cause them “overwhelming

⁵⁶ *GXP Capital, LLC*, 253 A.3d at 100–01.

⁵⁷ *Id.* at 101.

⁵⁸ *Mar-Land Indus. Cont., Inc.*, 777 A.2d at 779.

⁵⁹ *Id.* at 778.

hardship.”⁶⁰ However, this high bar only applies where the plaintiff chooses Delaware “as its first forum.”⁶¹ Where the plaintiff has previously filed an action elsewhere that is no longer pending, as is the case here, Courts apply the “intermediate *Gramercy*” framework.⁶²

This standard “is not tilted in favor of the plaintiff or the defendant.”⁶³ Accordingly, the Court conducts a bare weighing of the *Cryo-Maid* factors “without putting a finger on the scale.”⁶⁴ The Court will “award dismissal when the *Cryo-Maid* factors weigh in favor of that outcome,” even if only slightly.⁶⁵

B. Applying the *Cryo-Maid* Factors

Analyzing the instant case under the *Gramercy* framework, the Court finds as follows:

1. The relative ease of access to proof

To satisfy this factor, the moving party must make a “particularized showing that witnesses, documents, or other evidence necessary to defend the allegations contained in [the] complaint cannot be brought to or otherwise produced in

⁶⁰ *Id.*

⁶¹ *Gramercy Emerging Markets Fund v. Allied Irish Banks, P.L.C.*, 173 A.3d 1033, 1037 (Del. 2017).

⁶² *GXP Capital, LLC*, 253 A.3d at 101–02.

⁶³ *Gramercy Emerging Markets Fund*, 173 A.3d at 1044.

⁶⁴ *GXP Capital, LLC*, 253 A.3d at 102.

⁶⁵ *Gramercy Emerging Markets Fund*, 173 A.3d at 1044.

Delaware.”⁶⁶ When proceeding under *Gramercy*, the fact that evidence outside of this jurisdiction may be digitally stored and maintained does not turn this factor into a nullity.⁶⁷

Uber identifies eight pieces of evidence that it asserts are “necessary” for its defense.⁶⁸ The evidence, all of which is located in Colombia, can be divided into two categories: documents, such as the criminal report and other relevant law enforcement records; and witnesses, such as the Uber driver, his friend, the law enforcement officers, eyewitness at Café Havana and Hotel Estelar, and Doe’s personal friend.⁶⁹ Uber submits that Doe is “the only witness not located in Colombia, and even she is not present in Delaware.”⁷⁰

Doe argues that Uber magnifies the relevance of the Colombian witnesses and that any Colombian documents can be easily obtained in Delaware.⁷¹ Doe reinforces that her claims primarily sound in Uber’s “corporate knowledge and systematic practices, including their awareness of prior assaults, their failure to implement

⁶⁶ *Mar-Land Indus. Cont., Inc.*, 777 A.2d at 778 (quoting *Taylor v. LSI Logic Corp.*, 689 A.2d 1196, 1999 (Del. 1997)).

⁶⁷ *GXP Capital, LLC*, 253 A.3d at 104.

⁶⁸ D.I. 27 (“Reply Mtn. Dismiss”) at 5.

⁶⁹ *Id.*

⁷⁰ Mtn. Dismiss at 10.

⁷¹ Resp. Mtn. Dismiss at 8–10.

safety protocols, and their representations regarding passenger safety.”⁷² Doe asserts that the evidence to substantiate these claims “such as internal policies, safety protocols, communications, and decision-making,” is mostly digital and resides with Uber.⁷³

Initially, it is important to note that no witnesses or documentary evidence relating to this case is currently—or was ever—present in Delaware. On the contrary, Uber has identified with particularity several items and individuals of evidentiary value which would be difficult to obtain in Delaware. While each of the proposed evidence has varying relevancy and magnitude, on the whole, they appear to be at least reasonably necessary for Uber to prepare its defense.

To be sure, Doe correctly recognizes that a majority of her claims speak to corporate malfeasance rather than the assault itself. The witnesses and evidence to substantiate these aspects of Doe’s claims are produceable in Delaware. However, these witnesses and documents do not exist in Delaware either. Rather, they exist where Uber is headquartered: California. Although electronic transmission lessens any associated burden, these difficulties must still be considered when proceeding under the intermediate *Gramercy* framework.⁷⁴

⁷² *Id.* at 10.

⁷³ *Id.*

⁷⁴ *See GXP Capital, LLC*, 253 A.3d at 104.

Ultimately, the Court cannot overlook the significance of the Colombia assault with respect to this factor. Specifically, the Court must consider the evidence and witnesses necessary to substantiate the parties' competing accounts. Doe brings two counts of Vicarious Liability, which will turn entirely on the events of the assault and Uber's control over its Colombian subsidiaries.⁷⁵ The remaining counts do not escape the gravity of the event either.

Doe's injury—what was inflicted upon her through the assault—lies at the core of Doe's remaining claims. Even if Doe is successful in proving her corporate and systematic theories of liability without any Colombian witnesses, she will still need to prove her damages in this Court. To resolve the question of Doe's damages, Uber will need access to at least some of the evidence it specifically identified in its pleadings. This evidence exists almost exclusively in Colombia and is not easily accessed in Delaware.

Therefore, relative to possible alternative fora, neither the proof substantiating corporate practices nor evidence of the assault are easily accessible here. Accordingly, this factor weighs against litigation in Delaware.

⁷⁵ See *Verrastro v. Bayhospitalists, LLC*, 208 A.3d 720, 726 (stating that vicarious liability claims focus on the actions of the employee and the principle's control over those actions); Compl. ¶¶ 127–48.

2. The availability of a compulsory process for witnesses

This factor directs the Court to consider whether “another forum would provide a substantial improvement as to the number of witnesses who would be subject to compulsory process.”⁷⁶ Uber argues that because multiple of the Colombian witnesses it identified for the first factor cannot be compelled to testify in Delaware, Delaware is not the appropriate forum for this case.⁷⁷ Uber also points to the fact that, should this case be tried in Delaware, the evidence in Colombia could only be compulsorily obtained through the Hague Convention which presents its own set of difficulties.⁷⁸ In sum, Uber argues that a greater number of witnesses are available in Colombia than in Delaware and that this case should be litigated in Colombia to reflect the dichotomy.

Doe refutes this assertion. Doe argues that, as a whole, Delaware will be able to compel the highest number of witnesses for this case.⁷⁹ Doe again points to its claims grounded in corporate malfeasance to say that Delaware will be able to compel the American corporate witnesses while Colombia will not.⁸⁰ Doe also notes

⁷⁶ *Bean v. JUUL Labs, Inc.*, 2026 WL 839831, at *9 (Del. Super. March 26, 2026) (quoting *Mt. Hawley Ins. Co. v. Jenny Craig, Inc.*, 668 A.2d 763, 769 (Del. Super. 1995)).

⁷⁷ Mtn. Dismiss at 10–11.

⁷⁸ *Id.* at 11.

⁷⁹ Resp. Mtn. Dismiss at 10.

⁸⁰ *Id.* at 11.

that Raiser B.V., the entity Uber submits is the correct defendant here, is a Dutch Company that will also be outside of Colombia's compulsory power.⁸¹

Of import, Doe does not identify any specific witnesses that could be compelled in Delaware besides Uber's "corporate personnel."⁸² While the Court is inclined to agree that these witnesses will likely outnumber the identified Colombian witnesses, it is left to speculate to that end.

Thus, it appears that while this Court may be unable to compel the attendance of a majority of the *identified* witnesses, it does have the power to do so with most of the *potentially necessary* witnesses. Because this factor does not definitively lean either for or against litigating in Delaware, the Court will weigh it as neutral.

3. The possibility to view the premises, if appropriate

Uber asserts that "only Colombia 'allows a possibility of view of the premises.'"⁸³ Uber argues that substantiating its driver's story will require the factfinder to view the premises surrounding its collected GPS data.⁸⁴ Even if a visit of the premises is not necessary, Uber contends that "a Colombian factfinder is far more likely to be familiar with the neighborhood where the alleged assault took place."⁸⁵

⁸¹ *Id.* at 12.

⁸² *Id.* at 10–12.

⁸³ Mtn. Dismiss at 12 (quoting *Cryo-Maid*, 198 A.2d at 684).

⁸⁴ Mtn. Dismiss at 12.

⁸⁵ *Id.*

In response, Doe argues that the physical premises are not relevant because “she was sexually assaulted inside of a vehicle,” with no bearing on any specific physical location.⁸⁶ She also asserts that a jury’s familiarity with the Colombian neighborhood “does not make a site visit probative or even relevant.”⁸⁷ Doe further submits that a site visit is irrelevant because her claims sound in Uber’s “corporate policies, knowledge, and safety practices.”⁸⁸

The Court would characterize this factor as insignificant. The alleged assault against Doe happened inside a vehicle. Familiarity with the surrounding area is not necessary to substantiate her claim. For similar reasons, Doe’s assertion regarding the importance of corporate policies would not require a site visit. Accordingly, the Court finds this factor neutral.

4. Whether the controversy is dependent upon Delaware law

Delaware courts generally give this factor “little, but some, weight.”⁸⁹ The significance of the choice-of-law factor is limited to determining the extent of Delaware’s “interest in the litigation.”⁹⁰ Although Delaware’s interest is the primary

⁸⁶ Resp. Mtn. Dismiss at 13.

⁸⁷ *Id.*

⁸⁸ *Id.*

⁸⁹ *GXP Capital, LLC*, 253 A.3d at 104.

⁹⁰ *Id.* at 105.

consideration, the Court gives minimal weight to the fact that another jurisdiction’s laws apply.⁹¹

Uber argues that under no circumstance will Delaware substantive law apply to this action. Given the choice of law provisions in its Terms and Conditions, which mandate the application of Dutch law, Uber asserts that Delaware law will not apply.⁹² Even if these terms are not considered, Uber contends that the law of the jurisdiction where the event occurred will control, which would be Colombia.⁹³ Doe responds that the mere application of foreign law is not dispositive when weighing this factor.⁹⁴ Doe further submits that consideration of the choice-of-law provisions is premature at this stage, and it is “far from clear” what law will ultimately govern this case.⁹⁵

The record reflects that the Uber app was developed in California, Uber itself is headquartered in California, the assault on Doe is alleged to have happened in Colombia, and the relevant forum selection clause of the Terms and Conditions document, should it apply, mandates that Dutch law controls. While it is unclear at

⁹¹ *Id.*

⁹² Mtn. Dismiss at 12.

⁹³ *Id.* at 13.

⁹⁴ Resp. Mtn. Dismiss at 13–14 (citing *Berger v. Intelident Solutions*, 906 A.2d 134 (Del. 2006)).

⁹⁵ *Id.* at 14.

this stage of the proceedings *which* law is applicable, it is abundantly clear that this action is not “dependent on the application of Delaware law.”⁹⁶ Accordingly, this factor weighs ever so slightly against litigation in Delaware.

5. The pendency or non-pendency of a similar action in another jurisdiction

The parties do not dispute the applicability of this factor. Both submit that there is no pending litigation in another forum. They agree that the previous dismissal from the United States District Court of the Eastern District of New York does no more than place this case within the intermediate *Gramercy* framework.⁹⁷ Consequently, this factor is neutral.

6. All other practical problems that would make the trial easy, expeditious, and inexpensive

This final “residual factor” directs the Court to consider all “other practical considerations” that would weigh against litigating in Delaware.⁹⁸ In doing so, the Court may “weigh the efficient administration of justice and analogous considerations.”⁹⁹ This factor is “neither hollow in meaning nor rigid in application,” and “will seldom, in isolation, be dispositive of whether” dismissal is

⁹⁶ *Cryo-Maid*, 198 A.2d at 684.

⁹⁷ *Compare* Mtn. Dismiss at 15 *with* Resp. Mtn. Dismiss at 16.

⁹⁸ *GXP Capital, LLC*, 253 A.3d at 105–06.

⁹⁹ *Martinez v. E.I. DuPont de Nemours and Co., Inc.*, 86 A.3d 1102, 1113 (Del. 2014).

warranted.¹⁰⁰ Additionally, although Delaware has an “interest in regulating its corporate citizens’ conduct,” this interest “is strongest where substantive issues of corporate governance are implicated.”¹⁰¹

Uber submits that this factor weighs against litigating in Delaware for two reasons. First, Uber argues that Colombia is a readily available alternative forum, and its availability “highlights the needless practical difficulties that a Delaware forum presents.”¹⁰² Second, Uber contends that Delaware Courts are generally reluctant to expend judicial resources on tort cases with little connection to Delaware.¹⁰³ In essence, Uber returns to its thesis that absent its place of incorporation, “Delaware has no real connection to this dispute.”¹⁰⁴ Because this case does not implicate Delaware’s interests in corporate governance, Uber urges this Court to weigh this factor in favor of dismissal.

Doe argues that Uber’s efficiency concerns are misplaced. She contends that because her claims center “on Defendants’ platform design, safety policies, and corporate conduct,” Uber cannot complain that litigating in its state of incorporation

¹⁰⁰ *Id.* at 1112–13.

¹⁰¹ *GXP Capital, LLC*, 253 A.3d at 106.

¹⁰² Mtn. Dismiss at 16 (quoting *GXP Capital, LLC*, 253 A.3d at 105).

¹⁰³ Mtn. Dismiss at 16–17.

¹⁰⁴ *Id.* at 17 (quoting *Aranda*, 183 A.3d at 1253).

would be impractical.¹⁰⁵ Doe further argues that Uber mistakenly focuses on foreign witnesses and premises despite her claims directly aiming at Uber’s own policies and records.¹⁰⁶ Lastly, Doe argues that because Uber and its subsidiaries are Delaware entities, Doe’s allegations of wrongful conduct through ownership and control rightfully implicated Delaware’s interests.¹⁰⁷

The Court finds that, fundamentally, Delaware is not an efficient forum in which to litigate this case primarily because of the minimal connection to this State. While the Defendants are incorporated here, they are all headquartered in California, where, ostensibly, most of their business decisions are made.¹⁰⁸ Additionally, Doe is a New York resident with no ties to Delaware. This case will be more costly and take more time for all parties involved, including the Court, solely because of this forum’s geographical relationship with the case.

Doe frames the core of her liability argument as one concerning Uber’s corporate policies and practices. However, in doing so she overlooks that, because Uber is not headquartered here, these documents and witnesses likewise do not

¹⁰⁵ Resp. Mtn. Dismiss 16 (citing Compl. ¶¶ 6–12).

¹⁰⁶ Resp. Mtn. Dismiss 16.

¹⁰⁷ Resp. Mtn. Dismiss 17.

¹⁰⁸ See, e.g., *In re Bracket Holding Corp. Litig.*, 2017 WL 3283169, at n.152 (Del. July 31, 2017) (citing *Eureka Res., LLC v. Range Resources-Appalachia, LLC*, 62 A.3d 1233 (Del. Super. 2012) (“explaining that where the locus of conduct is not clear, the Court may assume conduct occurred at corporate headquarters during pleading stage”).

reside here. Doe also notes that her Complaint alleges wrongful conduct in Uber's control of its subsidiaries, which implicates Delaware's interests in regulating its corporate citizens. However, when considered as a whole, this component of Doe's claims does not overshadow the remaining aspects that would make litigation here inefficient. Absent the Defendants' place of incorporation, this case has little nexus with Delaware. Thus, this factor weighs against litigation in Delaware.

C. Weighing the *Cryo-Maid* Factors

Applying these factors to this case reveals that Delaware is not the appropriate forum for this litigation. Three factors (the first, fourth, and sixth) weigh against litigating this case in Delaware. The second, third, and fifth factors are neutral. Giving each factor its appropriate weight, the analysis tilts in favor of dismissal due to this case's minimal connection with Delaware. Because Uber is not required to demonstrate overwhelming hardship, this tilt is sufficient to warrant dismissal. Therefore, Defendants' Motion to Dismiss the Complaint under Rule 12(b)(3) is **GRANTED**.

II. Failure to State a Claim

Because the Court dismisses the case for *forum non conveniens*, it need not reach the merits of Defendants' Motion to Dismiss under Rule 12(b)(6).

CONCLUSION

For all of the above reasons, the Court declines to expend limited judicial resources on a case with exiguous connection to Delaware. Accordingly, Defendants' motion to dismiss Plaintiff's Complaint under Superior Court Rule 12(b)(3) is **GRANTED**.

IT IS SO ORDERED.

/s/ **Monica A. Horton**

Judge Monica A. Horton

Cc: Prothonotary