

**IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA**

CASE NO.: CACE-16-017269

LEONARDO VELA,

Plaintiff,

v.

JAMES RIVER INSURANCE COMPANY,
a Foreign Insurer Authorized in Florida,

Defendant.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, LEONARDO VELA, by and through undersigned counsel, sues Defendant, JAMES RIVER INSURANCE COMPANY, a Foreign Insurer Authorized in Florida, and alleges as follows:

JURISDICTION

1. This is an action for underinsured motorist coverage and damages sustained by an Uber passenger against Defendant JAMES RIVER INSURANCE COMPANY, the insurer of Rasier, LLC., a subsidiary of Uber Technologies, Inc.

2. This Court has subject matter jurisdiction under Fla. Stat §26.012(2)(a). The amount in controversy exceeds \$15,000 exclusive of attorney's fees and costs (Fla Stat. §34.01(1)(c)).

3. Venue is proper in the County of Broward because Fla. Stat. §47.011 governing venue does not apply to nonresident defendants.

PARTIES

4. Plaintiff LEONARDO VELA is a resident of the State of Florida and otherwise *sui juris*.

5. Defendant James River Insurance Company is a nonresident of Florida, and a foreign insurer holding a certificate of authority to do business in the State of Florida pursuant to Fla. Stat. §624.401.

6. Pursuant to Fla. Stat. §624.422 Defendant James River Insurance Company is deemed to have appointed the Chief Financial Officer of the State of Florida to receive service of all legal process issued against it in any civil action or proceeding in this state; and process so served shall be valid and binding upon the insurer.

FACTS

7. At all times relevant, Defendant James River Insurance Company provided automobile insurance coverage to Rasier LLC, which is a wholly owned subsidiary of Uber Technologies, Inc. (“Uber”).

8. Uber has operates a transportation network. Individuals download Uber's smartphone application and then use the "App" to make a transportation request. They are then matched with an Uber authorized driver who picks them up and drives them to a destination. App users must pay for the ride through the App with a credit or debit card.

9. At all times relevant, Rasier LLC purchased an automobile insurance policy from Defendant James River Insurance Company to provide coverage to passengers and drivers

traveling in vehicles hailed by Uber riders. A true and correct copy of the automobile policy endorsement is attached hereto as Exhibit A.

10. On or about March 28, 2015, Plaintiff Leonardo Vela and three other individuals requested an Uber vehicle. Mr. Sebbe Kebba, acting in the course and scope of his employment, relationship, and/or agency with Uber, picked up Leonardo Vela and the three other individuals.

11. Mr. Kebba and his passengers, including Leonardo Vela, began traveling in a northeasterly direction on NC Highway 42 in Clayton, North Carolina.

12. At the same time, Franklin Rex Cooper, III was also traveling in a northeast direction on NC Highway 42 when he collided into the rear of Mr. Kebba's vehicle on the driver's side.

13. The impact caused Mr. Kebba's vehicle to run off the roadway to the right shoulder and collide into a phone junction box.

14. As a direct and proximate result of the dual impacts caused by Mr. Cooper, Plaintiff Leonardo Vela sustained immediate injuries to his head, neck, back, and shoulder and was immediately taken to Johnston Memorial Hospital for treatment.

15. Leonardo Vela was found to have suffered a traumatic brain injury and injuries to his back, neck, and shoulder resulting in extensive treatment and therapy.

16. Mr. Vela continues to suffer physically and mentally daily and will continue to require medical care for the injuries sustained as a result of the automobile accident. Mr. Vela has also sustained past, present, and future medical expenses, loss of income, loss of capacity for the enjoyment of life, and mental anguish.

//

//

CLAIM FOR RELIEF
Contractual Claim for Underinsured Motorists' Coverage
Against Defendant James River Insurance Company

Plaintiff Leonardo Vela hereby realleges the allegations contained in paragraphs 1 through 16 as if fully rewritten here.

17. At all times relevant, Defendant James River Insurance Company, in consideration of the required premiums, payments and assessments paid to it by Raiser, LLC, issued and delivered a policy of automobile insurance.

18. The automobile insurance policy issued and delivered to Raiser, LLC, provided coverage for Uber passengers while drivers were engaged in the scope of their employment while using the Uber ride hailing service.

19. Rasier, LLC's automobile insurance issued by the James River Insurance Company was in full force and effect on the date of the accident, March 28, 2015, when Mr. Kebba was acting within the scope of his employment and/or agency with Rasier, LLC.

20. Under the terms of the insurance policy, Defendant James River Insurance Company contracted with and became liable to insure the Plaintiff as a third-party beneficiary at the time of the incident against losses and damages arising out of a collision with an uninsured motorist with an Uber/Rasier LLC vehicle.

21. Mr. Cooper, the at-fault driver, only had \$100,000.00 in liability insurance coverage to compensate Plaintiff Leonard Vela for the injuries he sustained in the March 28, 2015 automobile accident.

22. Plaintiff Leonardo Vela sued the driver at fault, Mr. Cooper, for injuries and damages he received in the crash. Rather than defend the lawsuit, the insurance company for the driver at fault, USAA, tendered the full policy limits to Plaintiff.

23. Prior to accepting the tender of the policy limits, Defendant James River Insurance Company waived its right of subrogation against Mr. Cooper. A true and correct copy of the April 15, 2016 email in which James River Insurance waives its right of subrogation is attached hereto as Exhibit B.

24. Plaintiff has fulfilled all of the express conditions of the underinsured motorist contract with Defendant, James River Insurance Company

25. An underinsured situation now exists were the Plaintiff, Leonardo Vela, has not been fully compensated for the injuries he suffered in the crash including his past, present, and future medical expenses, loss of income, loss of capacity for the enjoyment of life, and mental anguish - even with the money tendered by USAA.

26. Pursuant to the insurance contract with James River Insurance Company, Plaintiff Leonardo Vela is entitled to a monetary award in an amount to make him fully compensated for the injuries and damages he suffered as a result of the crash - less an offset of the money paid to him by USAA.

WHEREFORE, Plaintiff Leonardo Vela respectfully prays the Court grant judgment in favor of the Plaintiff and against Defendant James River Insurance Company to include:

- a. Monetary damages in excess of \$15,000.00;
- b. All pre-judgment and post-judgment interest allowed by law;
- c. Attorney's fees incurred in this action;
- d. All other relief deemed just and proper by this Court.

Plaintiff further demands trial by jury.

//

//