

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND
FOR VOLUSIA COUNTY, FLORIDA

CASE NO:

BRIDGET MALLORY,

Plaintiff,

v.

CITY OF ORMAND BEACH and USAA
GENERAL INDEMNITY COMPANY,

Defendants.

COMPLAINT

Plaintiff, BRIDGET MALLORY, by and through her undersigned attorneys, sues the Defendants, CITY OF ORMAND BEACH and USAA GENERAL INDEMNITY COMPANY, and states as follows:

1. This is an action for damages that exceeds fifty thousand U.S. Dollars (\$50,000.00) exclusive of interest, costs and attorneys' fees.
2. At all times material to this action, Plaintiff, BRIDGET MALLORY, is a natural person residing in Volusia County, Florida.
3. At all times material to this action, Defendant, CITY OF ORMAND BEACH, is a governmental entity authorized to operate in Volusia County, Florida.
4. At all times material to this action, IRA GOGGINS was an employee of the CITY OF ORMAND BEACH acting within the course and scope of his employment at the time of the subject incident.
5. At all times material to this action, Defendant USAA GENERAL INDEMNITY COMPANY is a Foreign Profit Corporation authorized to and doing business in Florida.
6. All other conditions precedent to the bringing of this action have been performed, have occurred or have been waived.
7. Venue is proper in Volusia County because the subject incident occurred in Volusia County, Florida.

8. Plaintiff served statutory notice by certified mail on the Department of Financial Services and CITY OF ORMAND BEACH, pursuant to §768.28, Florida Statutes.

9. Plaintiff has complied with the statutory requirements as set forth in §768.28, Florida Statutes, and all other conditions precedent.

FACTS

10. On or about October 25, 2023, Plaintiff BRIDGET MALLORY was operating a motor vehicle she owned at or near the intersection of Riverside Drive and 12th Street, Volusia County, Florida.

11. At that time and place, Josiah Newman was operating a motor vehicle owned by Defendant CITY OF ORMAND BEACH at or near the intersection of Riverside Drive and 12th Street, Volusia County, Florida.

12. At that time and place, Josiah Newman was in the course and scope of his employment with the Defendant CITY OF ORMAND BEACH and operated the vehicle owned by Defendant CITY OF ORMAND BEACH with their consent.

13. At that time and place, Josiah Newman owed a duty to the Plaintiff BRIDGET MALLORY to operate the vehicle owned by Defendant CITY OF ORMAND BEACH in a reasonably safe manner.

14. At that time and place, Josiah Newman negligently and carelessly operated and/or maintained his vehicle so as to collide with the motor vehicle being operated by Plaintiff BRIDGET MALLORY.

15. As a result of the collision caused by the negligence of Josiah Newman, the Plaintiff sustained serious and permanent injuries.

COUNT I – ACTION BY PLAINTIFF FOR NEGLIGENCE AGAINST DEFENDANT CITY OF ORMAND BEACH

16. Plaintiff, BRIDGET MALLORY, adopts and re-alleges Paragraphs 1 thru 15 as fully set forth herein.

17. Josiah Newman was negligent and careless in the operation of the motor vehicle owned by Defendant CITY OF ORMAND BEACH so as to collide with the motor vehicle operated by Plaintiff BRIDGET MALLORY.

18. Defendant is vicariously liable for the negligence of Josiah Newman pursuant to Florida statutes and applicable law.

19. That as a direct and proximate result of the negligence of Josiah Newman, the Plaintiff suffered or incurred injuries, including, without limitation, the following:

- A. Significant and permanent loss of an important bodily function and/or permanent and significant scarring.
- B. Permanent injury within a reasonable degree of medical probability other than scarring or disfigurement;
- C. Aggravation or activation of an existing disease or physical defect;
- D. Pain, suffering, disability, physical impairment, inconvenience, and a loss of capacity for the enjoyment of life;
- E. Expenses of medical and surgical care and treatment in the past and in the future;
- F. Loss of wages and/or loss of earning capacity in the future; and
- G. All losses are continuing and/or permanent.

20. Plaintiff will suffer or incur the injuries, expenses and impairment in the future.

WHEREFORE, Plaintiff, BRIDGET MALLORY, demands judgment for damages against Defendant, CITY OF ORMAND BEACH, for personal injuries including the losses enumerated herein, costs, and for other such relief as may be just and equitable and otherwise deemed proper by the Court.

**COUNT II – CLAIM OF PLAINTIFF, BRIDGET MALLORY
AGAINST DEFENDANT, USAA GENERAL INDEMNITY COMPANY**

21. Plaintiff, BRIDGET MALLORY, adopts and realleges Paragraphs 1 through 15 as fully set forth herein.

22. Prior to the subject accident, Defendant, USAA GENERAL INDEMNITY COMPANY, issued a policy of insurance numbered 05335 62 13G 7101 8 which was in full force and effect on the date of the accident.

23. Under the terms of the insurance policy, Defendant, USAA GENERAL INDEMNITY COMPANY, provided Uninsured/Underinsured Motorist coverage for Plaintiff in the amount of \$10,000.00 per person/\$20,000.00 per accident stacked times 2.

24. Defendant, USAA GENERAL INDEMNITY COMPANY, has in its custody and control a copy of the insurance policy; therefore, it is not attached to the Complaint.

25. At all times material to this action, Defendant, CITY OF ORMAND BEACH, was uninsured in that they did not carry liability insurance coverage to cover Plaintiff, BRIDGET MALLORY's total damages as a result of this accident.

26. As a direct and proximate result of the negligence of Josiah Newman, Plaintiff suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, activation of a latent defect, permanent aggravation of a previously existing condition, loss of capacity for the enjoyment of life, expense of hospitalization, surgical treatment, medical and nursing care and treatment, loss of earnings, and the loss of ability to earn money. The losses are either permanent or continuing, and the Plaintiff will suffer the losses in the future.

27. Plaintiff, BRIDGET MALLORY, has furnished Defendant, USAA GENERAL INDEMNITY COMPANY, timely notice of the automobile accident and proof of the claim for damages described above and has otherwise performed all conditions precedent to entitle recovery under the Uninsured/Underinsured portion of the policy but Defendant refused to pay Plaintiff, BRIDGET MALLORY, for the full value of the claim.

28. Plaintiff has complied with all conditions precedent to the claim against USAA GENERAL INDEMNITY COMPANY.

WHEREFORE, Plaintiff, BRIDGET MALLORY, respectfully requests this Court to enter a judgment against Defendant, USAA GENERAL INDEMNITY COMPANY, and for other relief deemed proper by the Court.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable.

RESPECTFULLY submitted and DATED this 19th day of February 2025.

A handwritten signature in blue ink, appearing to read "D Evelev", is positioned above the printed name and contact information.

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