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

CASE NO:

NISBAT SHAW, AS PARENT AND
LEGAL GUARDIAN OF I.S., A MINOR

Plaintiffs,

vs.

CITY OF DAYTONA BEACH AND
PROGRESSIVE MOUNTAIN
INSURANCE COMPANY,

Defendants. /

COMPLAINT

Plaintiffs, **NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR**, sues Defendant, **CITY OF DAYTONA BEACH AND PROGRESSIVE MOUNTAIN INSURANCE COMPANY**, and alleges as follows:

1. This is an action for damages that exceeds the sum of fifty thousand dollars ($50,000.00), exclusive of costs, interest and attorneys' fees (the estimated value of Plaintiff's claim is in excess of the minimum jurisdictional threshold required by this Court). Accordingly, Plaintiff has entered "$50,001" in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet for *jurisdictional purposes only* (the Florida Supreme Court has ordered that the estimated "amount of claim" be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff's claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

2. Venue is proper in Volusia County because that is where the crash giving rise to this action occurred.

3. At all times material to this action, Plaintiff was a natural person residing in Flagler County, Florida.

4. At all times material to this action, Defendant CITY OF DAYTONA BEACH was a municipality in Volusia County, Florida.

5. At all times material to this action, Defendant PROGRESSIVE MOUNTAIN INSURANCE COMPANY was and is a company authorized in doing business and is currently doing business in Volusia County, Florida.

6. On or about March 11, 2023, Plaintiff, I.S. a minor, was a passenger in a vehicle traveling northbound on N. Halifax Avenue.

7. At that time and place, Defendant, ASHLEY ROSSI, an employee of Defendant CITY OF DAYTON BEACH, with the express or implied consent of Defendant, CITY OF DAYTONA BEACH operated a motor vehicle traveling westbound on Seabreeze Blvd.

8. At that time and place, employee, ASHLEY ROSSI, of Defendant CITY OF DAYTONA BEACH negligently operated and/or maintained motor vehicle so that it collided with Plaintiff's motor vehicle.

9. Plaintiff has performed all conditions precedent to maintaining this action, including satisfaction of the requirements of Florida Statute § 768.28.

***COUNT I: NEGLIGENCE CLAIM AGAINST DEFENDANT* CITY OF DAYTONA BEACH**

Plaintiff re-alleges and incorporates by reference paragraphs 1 – 9, and further states:

10. At the time and place of the subject collision described herein; while operating the involved motor vehicle, Ashley Rossi was an agent or employee of Defendant CITY OF DAYTONA BEACH and acting within the course and scope of agency or employment with Defendant.

11. Ashley Rossi had a duty to operate the motor vehicle in a reasonable and safe manner and to know of and abide by all statutes and regulations governing the safe operation of motor vehicles, including without limitation, Chapter 316, Florida Statutes.

12. Defendant CITY OF DAYTONA BEACH is vicariously liable for the negligence of Ashley Rossi.

13. As a direct and proximate result of the negligence of Ashley Rossi for which Defendant CITY OF DAYTONA BEACH is liable, Plaintiff suffered bodily injury including a permanent injury to the body as a whole, pain and suffering of both a physical and mental nature, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation of an existing condition, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money and loss of ability to lead and enjoy a normal life. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff sues the Defendant CITY OF DAYTONA BEACH for damages and demands judgment in excess of fifty thousand dollars ($50,000.00), and other such relief deemed proper by the Court. Plaintiff demands a jury trial on all issues so triable.

COUNT II: PLAINTIFFS NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR'S NEGLIGENCE CLAIM AGAINST PROGRESSIVE MOUNTAIN INSURANCE COMPANY

Plaintiff, NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR re-alleges those allegations contained within paragraphs 1 – 13 above, and incorporates them herein by reference, and further states:

14. Defendant PROGRESSIVE MOUNTAIN INSURANCE COMPANY issued and delivered to Plaintiff NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR, in Exchange for valuable consideration, a policy of insurance numbered which was in full force and effect on the date of the accident.

15. Under the terms of the insurance policy, Defendant PROGRESSIVE MOUNTAIN INSURANCE COMPANY provided uninsured/underinsured motorist coverage to Plaintiff NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR.

16. Defendant PROGRESSIVE MOUNTAIN INSURANCE COMPANY has in its custody and control a copy of the insurance policy and, therefore, it is not attached to the Complaint.

17. At all times material to this action, Defendant CITY OF DAYTONA BEACH were underinsured motorists in that and did not carry sufficient bodily injury insurance coverage.

18. Plaintiff NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR furnished Defendant PROGRESSIVE MOUNTAIN INSURANCE 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.

19. Defendant PROGRESSIVE MOUNTAIN INSURANCE COMPANY has unjustifiably refused to honor its contractual obligations by

denying coverage exists and/or refusing to pay Plaintiff NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR for the full value of his claim.

20. As a direct and proximate result of the underinsured motorists Defendant, CITY OF DAYTONA BEACH's negligence, Plaintiff NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR suffered bodily injury including a permanent injury to the body as a whole, pain and suffering of both a physical and mental nature, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, aggravation or activation of an existing or latent condition, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money and loss of ability to lead and enjoy a normal life. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future. Plaintiff's motor vehicle was also damaged.

WHEREFORE, Plaintiffs, NISBAT SHAW AS PARENT AND LEGAL GUARDIAN OF I.S., A MINOR, demands judgment for damages against Defendant, CITY OF DAYTONA BEACH, for damages and demands judgment in excess of fifty thousand dollars ($50,000.00), and other such relief deemed proper by the Court. Plaintiff demands a jury trial on all issues so triable.

RESPECTFULLY submitted this 25th day of March, 2025.

/s/*Dana Lynn Ahmad*
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