

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

CASE NO:

MRUGESH PATEL,

Plaintiff,

vs.

ASHER J. BELL, CITY OF
EDGEWATER AND PROGRESSIVE
SELECT INSURANCE COMPANY,

Defendant.

_____/

COMPLAINT

COMES NOW the Plaintiff, MRUGESH PATEL, by and through his undersigned counsel, and sues Defendants, ASHER J. BELL, CITY OF EDGEWATER AND PROGRESSIVE SELECT INSURANCE COMPANY, and alleges:

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. At all times material hereto, Plaintiff, MRUGESH PATEL, is a resident of Brevard County, Florida.
3. At all times material hereto, Defendant, ASHER J. BELL, is a resident of Volusia County, Florida.

4. At all times material hereto, Defendant, CITY OF EDGEWATER, is a Florida municipality located in Volusia County, Florida.

5. All condition precedent to bringing this suit against the Defendant, **CITY OF EDGEWATER**, has been satisfied in accordance with Fla. Stat. 768.28, including Notice pursuant to Florida Statutes 768.28.

6. At all times material hereto, Defendant, PROGRESSIVE SELECT INSURANCE COMPANY, is a For Profit Corporation authorized to do business and doing business in the state of Florida, and is the underinsured/uninsured motorist carrier for the Plaintiff, MRUGESH PATEL.

7. On or about June 7, 2024, the Plaintiff was operating a motor vehicle traveling east on SR 442 in Edgewater, Volusia County, Florida.

8. At said time and place, Defendant, ASHER J. BELL, was operating a motor vehicle traveling east on SR 442 in Edgewater, Volusia County, Florida.

9. All incidents giving rise to this action occurred in Edgewater, Volusia County, Florida.

COUNT I – CLAIM OF NEGLIGENCE AS TO DEFENDANT, ASHER J. BELL

10. Plaintiff, MRUGESH PATEL, re-alleges and incorporates by reference paragraphs one through nine, and further states:

11. Defendant, ASHER J. BELL, owed a duty to Plaintiff to use reasonable care in the operation of his motor vehicle.

12. At said time and place, Defendant, ASHER J. BELL, breached that duty of care when he violated the right of way of the Plaintiff, striking Plaintiff's motor vehicle from behind.

13. As a direct and proximate result of Defendant, ASHER J. BELL's negligence, the Plaintiff, MRUGESH PATEL, 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. Plaintiff's motor vehicle was also damaged, and Plaintiff suffered monetary loss for such damages.

WHEREFORE, Plaintiff, MRUGESH PATEL, demands judgment for damages against Defendant, ASHER J. BELL, and other such relief deemed proper by the Court. Plaintiff also demands a jury trial on all issues so triable.

COUNT II – CLAIM OF NEGLIGENCE AS TO DEFENDANT, CITY OF EDGEWATER

14. Plaintiff re-alleges and incorporates by reference paragraphs one through nine, and further states:

15. Defendant, CITY OF EDGEWATER, as owner of the motor vehicle, is vicariously liable for the negligence of Defendant, ASHER J. BELL.

16. Defendant, ASHER J. BELL, was operating the motor vehicle with the consent and permission of Defendant, CITY OF EDGEWATER.

17. Defendant, ASHER J. BELL, owed a duty to Plaintiff to use reasonable care in the operation of his motor vehicle.

18. At said time and place, Defendant, CITY OF EDGEWATER, breached that duty when Defendant, ASHER J. BELL, negligently operated and/or maintained the motor vehicle he was operating when he violated the right of way of the Plaintiff, striking Plaintiff's motor vehicle from behind.

19. As a direct and proximate result of Defendant, CITY OF EDGEWATER negligence, the 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, activation of a 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, and Plaintiff suffered monetary loss for such damages.

WHEREFORE, Plaintiff, MRUGESH PATEL, demands judgment for damages against Defendant, CITY OF EDGEWATER, and other such relief deemed proper by the Court. Plaintiff also demands a jury trial on all issues so triable.

**COUNT III – PLAINTIFF'S CLAIM FOR UNINSURED/UNDERINSURED
MOTORIST INSURANCE AS TO DEFENDANT, PROGRESSIVE SELECT
INSURANCE COMPANY**

20. Plaintiff, MRUGESH PATEL, re-alleges and incorporates by reference paragraphs one through nine, and further states:

21. Defendant, PROGRESSIVE SELECT INSURANCE COMPANY, issued and delivered a policy of insurance to the Plaintiff which was in full force and effect on the date of the accident, with policy number [REDACTED]

22. Under the terms of the insurance policy, Defendant provided uninsured/underinsured motorist coverage.

23. Defendant has in its custody and control a copy of the insurance policy and, therefore, it is not attached to the Complaint.

24. At all times material hereto, Defendant, ASHER J. BELL, was an under-insured motorist.

25. Plaintiff, MRUGESH PATEL, has furnished Defendant 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 has denied that coverage exists and/or refused to pay Plaintiff for the full value of the claim.

26. As a direct and proximate result of Defendant, PROGRESSIVE SELECT INSURANCE COMPANY, standing in the shoes of Defendant, ASHER J. BELL's negligence, the 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, MRUGESH PATEL, demands judgment for damages against Defendant, PROGRESSIVE SELECT INSURANCE COMPANY, and other such relief deemed proper by the Court. Plaintiff also demands a jury trial on all issues so triable.

DATED this 22 day of May, 2025.

/s/ Martin J. Jaffe
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