

FILED by Arlington County Circuit Court
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VIRGINIA:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

PAUL FERGUSON, CLERK
Arlington County Circuit Court
by DM Deputy Clerk

ROMMEL FUENTES)

Plaintiff)

v.)

Case No: CL 23 - 742

UBER TECHNOLOGIES, INC.)

SERVE:)

Registered Agent C.T. Corporation System)
4701 Cox Road, Ste. 285)
Glen Allen, VA 23060)



CL23000742-00

GTOR

GTOR

And)

UBER USA, LLC)

SERVE:)

Registered Agent C.T. Corporation System)
4701 Cox Road, Ste. 285)
Glen Allen, VA 23060)

And)

UBER INSURANCE SERVICES, LLC)

SERVE:)

Registered Agent C.T. Corporation System)
4701 Cox Road, Ste. 285)
Glen Allen, VA 23060)

And)

Rasier, LLC)

SERVE:)

Registered Agent C.T. Corporation System)
4701 Cox Road, Ste. 285)
Glen Allen, VA 23060)

And)

KEHINDE IDOGHO MICAH)

SERVE:)

9731 Good Luck Road, Apt. 2)

SECY
x2

SPS
x4



Lanham, MD 20706)
)
 Defendants.)
)
 _____)

COMPLAINT

COMES NOW Plaintiff, **ROMMEL FUENTES**, by and through counsel, Michael D. Reiter, Esq., Michael E. Duncanson, Esq. and ChasenBoscolo Injury Lawyers, and moves this Court for a Judgment against Defendants, **UBER TECHNOLOGIES, INC., UBER USA, LLC, UBER INSURANCE SERVICES, LLC, Rasier, LLC, and KEHINDE IDOGHO MICAH**, jointly and severally, for negligence, vicarious liability/agency, negligent hiring, negligent retention, and negligent entrustment for Fifteen Million Dollars (\$15,000,000.00) and in support thereof states as follows:

1. On or about June 22, 2021, Rommel Fuentes (hereinafter “Mr. Fuentes”) was a passenger in an Uber driven by an Uber driver, Defendant Kehinde Idogho Micah (hereinafter “Defendant Micah”), driving him and another passenger to their destination at 1221 North Pierce Street in Arlington County, Virginia.

2. At the same time, place and date, Defendant Micah was an employee/agent of Defendant Uber Technologies, Inc., Defendant Uber USA, LLC, Uber Insurance Services, LLC, and/or Rasier, LLC (hereinafter referred to collectively as “Uber Defendants”), all of whom are common carriers.

3. At all times Defendant Micah was operating a vehicle within the scope of his employment with and with the permission and consent and as an employee and/or agent of the Uber Defendants.

4. Defendant Micah while working within the scope of his employment for the Uber Defendants arrived at N. Queen Street, near 1221 North Pierce Street, with his passenger, Mr. Fuentes and the other passenger and let Mr. Fuentes and the other passenger out of the vehicle and put the vehicle he was driving for the Uber Defendants in park.

5. Mr. Fuentes and the other passenger exited the vehicle that Defendant Micah was driving for the Uber Defendants at a parking lot between North Queen Street and North Pierce Street and were walking toward their destination at 1221 North Pierce Street.

6. Mr. Fuentes and the other passenger had not yet reached their destination at 1221 North Pierce Street when Defendant Micah while working within the scope of his employment for the Uber Defendants got out of the car to complain about allegedly not receiving payment for the ride and then negligently reacted by striking Mr. Fuentes after Mr. Fuentes had let Defendant Micah know that they had not cancelled the Uber ride, causing Mr. Fuentes serious and permanent injuries.

7. At the time of the incident herein described, Defendant Uber Technologies, Inc. was a business authorized to conduct business in, and did conduct business in, the Commonwealth of Virginia, including Arlington County.

8. At the time of the incident herein described, Defendant Uber USA, LLC was a business authorized to conduct business in, and did conduct business in, the Commonwealth of Virginia, including Arlington County.

9. At the time of the incident herein described, Uber Insurance Services, LLC was a business authorized to conduct business in, and did conduct business in, the Commonwealth of Virginia, including Arlington County.

10. At the time of the incident herein described, Defendant Rasier, LLC was a business authorized to conduct business in, and did conduct business in, the Commonwealth of Virginia, including Arlington County.

11. At the time of the incident herein described, Defendant Micah was an employee and/or agent of the Uber Defendants.

12. When Defendant Micah was hired by the Uber Defendants, they knew or should have known that Defendant Micah would interact with passengers.

13. At the time of the incident herein described, and upon information and belief, Defendant Micah was hired by the Uber Defendants to drive a vehicle with the permission and consent of and within the scope of his employment with Uber Defendants.

14. At the time of the incident herein described, and upon information and belief, Defendant Micah was retained by the Uber Defendants to drive a vehicle with the permission and consent of and within the scope of his employment with Uber Defendants.

15. At the time of the incident herein described, and upon information and belief, Defendant Micah was entrusted by Uber Defendants to drive a vehicle with the permission and consent of and within the scope of his employment with Uber Defendants.

16. At the time of the incident herein described, the Uber Defendants, were all common carriers, because as part of their regular business, they undertake for hire to transport persons safely from place to place, offering their services to all such as may choose to employ them and pay their charges.

17. Prior to the June 22, 2021 incident, Defendant Micah was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

18. Prior to the June 22, 2021 incident, Defendant Micah was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

19. Prior to the June 22, 2021 incident, Defendant Micah was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

20. At the time of the incident herein described, Uber Defendants knew or should have known Defendant Micah was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

21. At the time of the incident herein described, Uber Defendants knew or should have known Defendant Micah was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

22. At the time of the incident herein described, Uber Defendants knew or should have known Defendant Micah was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

23. At the time of the incident herein described, the Defendant Micah had the duty to use the highest degree of practical care for the safety of his passengers while working within the scope of his employment for the Uber Defendants.

24. It is Defendant Micah's duty to safely transport passengers to their destination without injuring them, including Mr. Fuentes, from one place to another, within the scope of his employment for the Uber Defendants.

25. It is Defendant Micah's duty to not negligently strike and injure others, including Mr. Fuentes, while working within the scope of his employment for the Uber Defendants.

26. It is Defendant Micah's duty to behave as a reasonable person would in the situation herein described while working within the scope of his employment for the Uber Defendants.

27. It is Defendant Micah's duty to react as a reasonable person would in the situation herein described while working within the scope of his employment for the Uber Defendants.

28. It is Defendant Micah's duty while working within the scope of his employment to allow passengers, including Mr. Fuentes, to exit his vehicle and reach their destination safely without injuring them.

29. Defendant Micah breached his duty by not using the highest degree of practical care for the safety of his passengers when he negligently struck and injured Mr. Fuentes while working within the scope of his employment for the Uber Defendants.

30. The incident occurred as a result of Defendant Micah's failure to safely transport passengers to their destination without injuring them, including Mr. Fuentes, from one place to another, while working within the scope of his employment for the Uber Defendants.

31. The incident occurred as a result of Defendant Micah breaching his duty by striking and injuring others, including Mr. Fuentes, while working within the scope of his employment for the Uber Defendants.

32. The incident occurred as a result of Defendant Micah's failure to behave as a reasonable person would in the situation herein described while working within the scope of his employment for the Uber Defendants.

33. The incident occurred as a result of Defendant Micah's failure to react as a reasonable person would in the situation herein described while working within the scope of his employment for the Uber Defendants.

34. The incident occurred as a result of Defendant Micah's failure while working within the scope of his employment for the Uber Defendants, to allow passengers, including Mr. Fuentes, to exit his vehicle and reach their destination safely without injuring them.

35. At the time of the incident herein described, Uber Technologies, Inc. had the duty to use the highest degree of practical care for the safety of its passengers, including Mr. Fuentes.

36. At the time of the incident herein described, Uber Technologies, Inc. had a duty to protect its passengers, including Mr. Fuentes, from injury by its employees/agents, including Defendant Micah, during the passenger-carrier relationship.

37. At the time of the incident herein described, Uber Technologies, Inc. had a duty to ensure only fit and safe drivers were permitted to drive vehicles for the company.

38. At the time of the incident herein described, Uber Technologies, Inc. had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

39. At the time of the incident herein described, Uber Technologies, Inc. had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

40. At the time of the incident herein described, Uber Technologies, Inc. had a continuing duty to investigate Defendant Micah's past personal history for unfitness.

41. At the time of the incident herein described, Uber Technologies, Inc. had a duty to ensure Defendant Micah would not negligently strike others within the scope of his employment with Uber Technologies, Inc.

42. At the time of the incident herein described, Uber Technologies, Inc. had a duty to ensure Defendant Micah would not injure others while working within the scope of his employment with Uber Technologies, Inc.

43. At the time of the incident herein described, Uber Technologies, Inc. had a duty to refrain from hiring and retaining unsafe employees that have a propensity to injure others.

44. At the time of the incident herein described, Uber Technologies, Inc. had a duty to allow its passengers to exit the vehicle and give them, including Mr. Fuentes, reasonable opportunity to safely reach their destination without being injured.

45. Defendant Uber Technologies, Inc. breached their duty by not using the highest degree of practical care for the safety of its passengers when Defendant Micah, an employee of Defendant Uber Technologies, Inc., negligently struck and injured Mr. Fuentes.

46. The incident occurred because Uber Technologies, Inc. breached these duties by failing to protect its passengers, including Mr. Fuentes, from any unjustified injury by Defendant Micah – its employee and/or agent – during the passenger-carrier relationship.

47. The incident occurred because Uber Technologies, Inc. breached these duties by not ensuring only fit and safe drivers were permitted to drive vehicles for the company.

48. The incident occurred because Uber Technologies, Inc. breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

49. The incident occurred because Uber Technologies, Inc. breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

50. The incident occurred because Uber Technologies, Inc. breached these duties by not investigating Defendant Micah's past personal history for unfitness.

51. The incident occurred because Uber Technologies, Inc. breached these duties by not ensuring that Defendant Micah would not negligently strike others within the scope of his employment with Uber Technologies, Inc.

52. The incident occurred because Uber Technologies, Inc. breached these duties by not ensuring Defendant Micah would not injure others while working within the scope of his employment with Uber Technologies, Inc.

53. The incident occurred because Uber Technologies, Inc. breached these duties by hiring and retaining unsafe employees that have a propensity to injure others.

54. The incident occurred because Uber Technologies, Inc. breached these duties by not allowing its passengers, including Mr. Fuentes, to exit the vehicle and give him a reasonable opportunity to reach a safe place.

55. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to hire Defendant Micah despite his extensive unsafe past personal history and known propensities to injure others while driving vehicles for the company.

56. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to retain Defendant Micah despite his extensive unsafe personal driving history and known propensities to injure others while driving vehicles for the company.

57. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to entrust a company vehicle to Defendant Micah despite his extensive unsafe personal history and known propensities to injure others driving vehicles for the company.

58. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

59. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

60. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

61. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

62. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

63. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

64. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

65. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

66. The incident occurred because Uber Technologies, Inc. breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

67. At the time of the incident herein described, Uber USA, LLC had the duty to use the highest degree of practical care for the safety of its passengers, including Mr. Fuentes.

68. At the time of the incident herein described, Uber USA, LLC had a duty to protect its passengers, including Mr. Fuentes, from injury by its employees/agents, including Defendant Micah, during the passenger-carrier relationship.

69. At the time of the incident herein described, Uber USA, LLC had a duty to ensure only fit and safe drivers were permitted to drive vehicles for the company.

70. At the time of the incident herein described, Uber USA, LLC had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

71. At the time of the incident herein described, Uber USA, LLC had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

72. At the time of the incident herein described, Uber USA, LLC had a continuing duty to investigate Defendant Micah's past personal history for unfitness.

73. At the time of the incident herein described, Uber USA, LLC had a duty to ensure Defendant Micah would not negligently strike others within the scope of his employment with Uber USA, LLC

74. At the time of the incident herein described, Uber USA, LLC had a duty to ensure Defendant Micah would not injure others while working within the scope of his employment with Uber USA, LLC

75. At the time of the incident herein described, Uber USA, LLC had a duty to refrain from hiring and retaining unsafe employees that have a propensity to injure others.

76. At the time of the incident herein described, Uber USA, LLC had a duty to allow its passengers to exit the vehicle and give them, including Mr. Fuentes, reasonable opportunity to safely reach their destination without being injured.

77. Defendant Uber USA, LLC breached their duty by not using the highest degree of practical care for the safety of its passengers when Defendant Micah, an employee of Defendant Uber USA, LLC, negligently struck and injured Mr. Fuentes.

78. The incident occurred because Uber USA, LLC breached these duties by failing to protect its passengers, including Mr. Fuentes, from any unjustified injury by Defendant Micah – its employee and/or agent – during the passenger-carrier relationship.

79. The incident occurred because Uber USA, LLC breached these duties by not ensuring only fit and safe drivers were permitted to drive vehicles for the company.

80. The incident occurred because Uber USA, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

81. The incident occurred because Uber USA, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

82. The incident occurred because Uber USA, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness.

83. The incident occurred because Uber USA, LLC breached these duties by not ensuring that Defendant Micah would not negligently strike others within the scope of his employment with Uber USA, LLC

84. The incident occurred because Uber USA, LLC breached these duties by not ensuring Defendant Micah would not injure others while working within the scope of his employment with Uber USA, LLC .

85. The incident occurred because Uber USA, LLC breached these duties by hiring and retaining unsafe employees that have a propensity to injure others.

86. The incident occurred because Uber USA, LLC breached these duties by not allowing its passengers, including Mr. Fuentes, to exit the vehicle and give him a reasonable opportunity to reach a safe place.

87. The incident occurred because Uber USA, LLC breached these duties by choosing to hire Defendant Micah despite his extensive unsafe past personal history and known propensities to injure others while driving vehicles for the company.

88. The incident occurred because Uber USA, LLC breached these duties by choosing to retain Defendant Micah despite his extensive unsafe personal driving history and known propensities to injure others while driving vehicles for the company.

89. The incident occurred because Uber USA, LLC breached these duties by choosing to entrust a company vehicle to Defendant Micah despite his extensive unsafe personal history and known propensities to injure others driving vehicles for the company.

90. The incident occurred because Uber USA, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

91. The incident occurred because Uber USA, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

92. The incident occurred because Uber USA, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

93. The incident occurred because Uber USA, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

94. The incident occurred because Uber USA, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

95. The incident occurred because Uber USA, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

96. The incident occurred because Uber USA, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite

having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

97. The incident occurred because Uber USA, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

98. The incident occurred because Uber USA, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

99. At the time of the incident herein described, Uber Insurance Services, LLC had the duty to use the highest degree of practical care for the safety of its passengers, including Mr. Fuentes.

100. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to protect its passengers, including Mr. Fuentes, from injury by its employees/agents, including Defendant Micah, during the passenger-carrier relationship.

101. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to ensure only fit and safe drivers were permitted to drive vehicles for the company.

102. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

103. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

104. At the time of the incident herein described, Uber Insurance Services, LLC had a continuing duty to investigate Defendant Micah's past personal history for unfitness.

105. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to ensure Defendant Micah would not negligently strike others within the scope of his employment with Uber Insurance Services, LLC

106. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to ensure Defendant Micah would not injure others while working within the scope of his employment with Uber Insurance Services, LLC

107. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to refrain from hiring and retaining unsafe employees that have a propensity to injure others.

108. At the time of the incident herein described, Uber Insurance Services, LLC had a duty to allow its passengers to exit the vehicle and give them, including Mr. Fuentes, reasonable opportunity to safely reach their destination without being injured.

109. Defendant Uber Insurance Services, LLC breached their duty by not using the highest degree of practical care for the safety of its passengers when Defendant Micah, an employee of Defendant Uber Insurance Services, LLC, negligently struck and injured Mr. Fuentes.

110. The incident occurred because Uber Insurance Services, LLC breached these duties by failing to protect its passengers, including Mr. Fuentes, from any unjustified injury by Defendant Micah – its employee and/or agent – during the passenger-carrier relationship.

111. The incident occurred because Uber Insurance Services, LLC breached these duties by not ensuring only fit and safe drivers were permitted to drive vehicles for the company.

112. The incident occurred because Uber Insurance Services, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

113. The incident occurred because Uber Insurance Services, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

114. The incident occurred because Uber Insurance Services, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness.

115. The incident occurred because Uber Insurance Services, LLC breached these duties by not ensuring that Defendant Micah would not negligently strike others within the scope of his employment with Uber Insurance Services, LLC.

116. The incident occurred because Uber Insurance Services, LLC breached these duties by not ensuring Defendant Micah would not injure others while working within the scope of his employment with Uber Insurance Services, LLC.

117. The incident occurred because Uber Insurance Services, LLC breached these duties by hiring and retaining unsafe employees that have a propensity to injure others.

118. The incident occurred because Uber Insurance Services, LLC breached these duties by not allowing its passengers, including Mr. Fuentes, to exit the vehicle and give him a reasonable opportunity to reach a safe place.

119. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to hire Defendant Micah despite his extensive unsafe past personal history and known propensities to injure others while driving vehicles for the company.

120. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to retain Defendant Micah despite his extensive unsafe personal driving history and known propensities to injure others while driving vehicles for the company.

121. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to entrust a company vehicle to Defendant Micah despite his extensive unsafe personal history and known propensities to injure others driving vehicles for the company.

122. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

123. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

124. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

125. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

126. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

127. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

128. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

129. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

130. The incident occurred because Uber Insurance Services, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

131. At the time of the incident herein described, Rasier, LLC had the duty to use the highest degree of practical care for the safety of its passengers, including Mr. Fuentes.

132. At the time of the incident herein described, Rasier, LLC had a duty to protect its passengers, including Mr. Fuentes, from injury by its employees/agents, including Defendant Micah, during the passenger-carrier relationship.

133. At the time of the incident herein described, Rasier, LLC had a duty to ensure only fit and safe drivers were permitted to drive vehicles for the company.

134. At the time of the incident herein described, Rasier, LLC had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

135. At the time of the incident herein described, Rasier, LLC had a duty to investigate Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

136. At the time of the incident herein described, Rasier, LLC had a continuing duty to investigate Defendant Micah's past personal history for unfitness.

137. At the time of the incident herein described, Rasier, LLC had a duty to ensure Defendant Micah would not negligently strike others within the scope of his employment with Rasier, LLC.

138. At the time of the incident herein described, Rasier, LLC had a duty to ensure Defendant Micah would not injure others while working within the scope of his employment with Rasier, LLC.

139. At the time of the incident herein described, Rasier, LLC had a duty to refrain from hiring and retaining unsafe employees that have a propensity to injure others.

140. At the time of the incident herein described, Rasier, LLC had a duty to allow its passengers to exit the vehicle and give them, including Mr. Fuentes, reasonable opportunity to safely reach their destination without being injured.

141. Defendant Rasier, LLC breached their duty by not using the highest degree of practical care for the safety of its passengers when Defendant Micah, an employee of Defendant Rasier, LLC, negligently struck and injured Mr. Fuentes.

142. The incident occurred because Rasier, LLC breached these duties by failing to protect its passengers, including Mr. Fuentes, from any unjustified injury by Defendant Micah – its employee and/or agent – during the passenger-carrier relationship.

143. The incident occurred because Rasier, LLC breached these duties by not ensuring only fit and safe drivers were permitted to drive vehicles for the company.

144. The incident occurred because Rasier, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to drive vehicles for the company.

145. The incident occurred because Rasier, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness before being allowed to interact with passengers.

146. The incident occurred because Rasier, LLC breached these duties by not investigating Defendant Micah's past personal history for unfitness.

147. The incident occurred because Rasier, LLC breached these duties by not ensuring that Defendant Micah would not negligently strike others within the scope of his employment with Rasier, LLC

148. The incident occurred because Rasier, LLC breached these duties by not ensuring Defendant Micah would not injure others while working within the scope of his employment with Rasier, LLC

149. The incident occurred because Rasier, LLC breached these duties by hiring and retaining unsafe employees that have a propensity to injure others.

150. The incident occurred because Rasier, LLC breached these duties by not allowing its passengers, including Mr. Fuentes, to exit the vehicle and give him a reasonable opportunity to reach a safe place.

151. The incident occurred because Rasier, LLC breached these duties by choosing to hire Defendant Micah despite his extensive unsafe past personal history and known propensities to injure others while driving vehicles for the company.

152. The incident occurred because Rasier, LLC breached these duties by choosing to retain Defendant Micah despite his extensive unsafe personal driving history and known propensities to injure others while driving vehicles for the company.

153. The incident occurred because Rasier, LLC breached these duties by choosing to entrust a company vehicle to Defendant Micah despite his extensive unsafe personal history and known propensities to injure others driving vehicles for the company.

154. The incident occurred because Rasier, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

155. The incident occurred because Rasier, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

156. The incident occurred because Rasier, LLC breached these duties by choosing to hire Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

157. The incident occurred because Rasier, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

158. The incident occurred because Rasier, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

159. The incident occurred because Rasier, LLC breached these duties by choosing to retain Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

160. The incident occurred because Rasier, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with exceeding the posted maximum speed limit by driving 90 miles per hour in a 65 miles per hour zone on approximately November 13, 2019.

161. The incident occurred because Rasier, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and plead guilty to driving a vehicle on a highway with an expired license on approximately December 29, 2016.

162. The incident occurred because Rasier, LLC breached these duties by choosing to entrust Defendant Micah to drive vehicles for the company and interact with passengers despite having known or should have known that he was charged with and pre-paid the fine for failure to control vehicle speed on a highway to avoid a incident on approximately November 3, 2020.

163. As a direct and proximate result of the conduct of the Defendants and their breaches of the above duties and negligence, agency/vicarious liability and negligent hiring, retention and entrustment, Rommel Fuentes suffered severe, permanent, and uncompensated damages. These damages include permanent injuries that have significantly negatively impacted his health. These damages include past, present, and future physical pain and mental anguish, inconvenience, disfigurement, deformity and humiliation and embarrassment, suffering, and immobility. These

damages caused him to lose wages and continue to cause Mr. Fuentes to expend sums of money for hospitals, physicians, and related care and treatment. Mr. Fuentes suffered and continues to suffer from mental and emotional harms and losses, including isolation, loss of mobility, anger, humiliation, fright, and anguish.

164. Mr. Fuentes neither contributed to the violation of the safety rules which caused this incident, nor assumed the risk of the injuries sustained.

COUNT I – NEGLIGENCE OF DEFENDANT KEHINDE IDOGHO MICAH

165. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and sixty-four (164) above and in addition, avers that Defendant Kehinde Idogho Micah's negligence, as set forth above, proximately caused harm to Rommel Fuentes, thus justifying the award of monetary damages against him.

**COUNT II – VICARIOUS LIABILITY/AGENCY OF DEFENDANT UBER
TECHNOLOGIES, INC.**

166. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and sixty-five (165) above and in addition, avers that Uber Technologies, Inc. is vicariously liable for the negligence of their employee/agent, Defendant Kehinde Idogho Micah, while acting within the scope of his employment with the permission and consent of Uber Technologies, Inc., as set forth above, that proximately caused harm to Rommel Fuentes, thus justifying the award of monetary damages against it.

COUNT III – NEGLIGENT HIRING OF DEFENDANT UBER TECHNOLOGIES, INC.

167. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and sixty-six (166) above and in addition, avers that Uber Technologies, Inc. hiring of Defendant Kehinde Idogho Micah despite his past personal history and his dangerous

propensities and the foreseeability to injure others, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent hiring, thus justifying the award of monetary damages against it.

COUNT IV – NEGLIGENT ENTRUSTMENT DEFENDANT UBER TECHNOLOGIES,

INC.

168. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and sixty-seven (167) above and in addition, avers that Uber Technologies, Inc. choices to entrust Defendant Kehinde Idogho Micah, an employee of Uber Technologies, Inc., to drive a vehicle for their company, despite having known or should have known that he was an unfit driver, and that his unfitness was a proximate cause of the incident and Mr. Fuentes' injuries, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent entrustment, thus justifying the award of monetary damages against it.

COUNT V – NEGLIGENT RETENTION DEFENDANT UBER TECHNOLOGIES, INC.

169. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and sixty-eight (168) above and in addition, avers that Uber Technologies, Inc. choices to retain Defendant Kehinde Idogho Micah as an employee of Uber Technologies, Inc., despite knowing or should have known about his past history, and foreseeability to injure others, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent retention, thus justifying the award of monetary damages against it.

COUNT VI – VICARIOUS LIABILITY/AGENCY OF DEFENDANT UBER USA, LLC

170. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and sixty-nine (169) above and in addition, avers that Uber USA, LLC is vicariously liable for the negligence of their employee/agent, Defendant Kehinde Idogho Micah, while acting

within the scope of his employment with the permission and consent of Uber USA, LLC, as set forth above, that proximately caused harm to Rommel Fuentes, thus justifying the award of monetary damages against it.

COUNT VII – NEGLIGENT HIRING OF DEFENDANT UBER USA, LLC

171. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy (170) above and in addition, avers that Uber USA, LLC's hiring of Defendant Kehinde Idogho Micah despite his past personal history and his dangerous propensities and the foreseeability to injure others, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent hiring, thus justifying the award of monetary damages against it.

COUNT VIII – NEGLIGENT ENTRUSTMENT DEFENDANT UBER USA, LLC

172. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-one (171) above and in addition, avers that Uber USA, LLC's choices to entrust Defendant Kehinde Idogho Micah, an employee of Uber USA, LLC, to drive a vehicle for their company, despite having known or should have known that he was an unfit driver, and that his unfitness was a proximate cause of the incident and Mr. Fuentes' injuries, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent entrustment, thus justifying the award of monetary damages against it.

COUNT IX – NEGLIGENT RETENTION DEFENDANT UBER USA, LLC

173. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-two (172) above and in addition, avers that Uber USA, LLC's choices to retain Defendant Kehinde Idogho Micah as an employee of Uber USA, LLC, despite knowing or should have known about his past history, and foreseeability to injure others, as set forth above,

proximately caused harm to Rommel Fuentes and constituted negligent retention, thus justifying the award of monetary damages against it.

COUNT X- VICARIOUS LIABILITY/AGENCY OF DEFENDANT UBER INSURANCE

SERVICES, LLC

174. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-three (173) above and in addition, avers that Uber Insurance Services, LLC is vicariously liable for the negligence of their employee/agent, Defendant Kehinde Idogho Micah, while acting within the scope of his employment with the permission and consent of Uber Insurance Services, LLC, as set forth above, that proximately caused harm to Rommel Fuentes, thus justifying the award of monetary damages against it.

COUNT XI - NEGLIGENCE HIRING OF DEFENDANT

UBER INSURANCE SERVICES, LLC

175. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-four (174) above and in addition, avers that Uber Insurance Services, LLC hiring of Defendant Kehinde Idogho Micah despite his past personal history and his dangerous propensities and the foreseeability to injure others, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent hiring, thus justifying the award of monetary damages against it.

COUNT XII - NEGLIGENCE ENTRUSTMENT DEFENDANT UBER INSURANCE

SERVICES, LLC

176. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-five (175) above and in addition, avers that Uber Insurance Services, LLC choices to entrust Defendant Kehinde Idogho Micah, an employee of Uber Insurance

Services, LLC, to drive a vehicle for their company, despite having known or should have known that he was an unfit driver, and that his unfitness was a proximate cause of the incident and Mr. Fuentes' injuries, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent entrustment, thus justifying the award of monetary damages against it.

COUNT XIII – NEGLIGENT RETENTION DEFENDANT UBER INSURANCE

SERVICES, LLC

177. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-six (176) above and in addition, avers that Uber Insurance Services, LLC choices to retain Defendant Kehinde Idogho Micah as an employee of Uber Insurance Services, LLC, despite knowing or should have known about his past history, and foreseeability to injure others, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent retention, thus justifying the award of monetary damages against it.

COUNT XIV – VICARIOUS LIABILITY/AGENCY OF DEFENDANT RASIER, LLC

178. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-seven (177) above and in addition, avers that Rasier, LLC is vicariously liable for the negligence of their employee/agent, Defendant Kehinde Idogho Micah, while acting within the scope of his employment with the permission and consent of Rasier, LLC, as set forth above, that proximately caused harm to Rommel Fuentes, thus justifying the award of monetary damages against it.

COUNT XV – NEGLIGENT HIRING OF DEFENDANT RASIER, LLC

179. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-eight (178) above and in addition, avers that Rasier, LLC hiring of Defendant Kehinde Idogho Micah despite his past personal history and his dangerous propensities

and the foreseeability to injure others, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent hiring, thus justifying the award of monetary damages against it.

COUNT XVI – NEGLIGENT ENTRUSTMENT DEFENDANT RASIER, LLC

180. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and seventy-nine (179) above and in addition, avers that Rasier, LLC choices to entrust Defendant Kehinde Idogho Micah, an employee of Rasier, LLC, to drive a vehicle for their company, despite having known or should have known that he was an unfit driver, and that his unfitness was a proximate cause of the incident and Mr. Fuentes' injuries, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent entrustment, thus justifying the award of monetary damages against it.

COUNT XVII – NEGLIGENT RETENTION DEFENDANT RASIER, LLC

181. Rommel Fuentes hereby incorporates the allegations of paragraphs one (1) through one-hundred and eighty (180) above and in addition, avers that Rasier, LLC choices to retain Defendant Kehinde Idogho Micah as an employee of Rasier, LLC, despite knowing or should have known about his past history, and foreseeability to injure others, as set forth above, proximately caused harm to Rommel Fuentes and constituted negligent retention, thus justifying the award of monetary damages against it.

WHEREFORE, Plaintiff Rommel Fuentes demands judgment against Defendants Uber Technologies, Inc., Uber USA, LLC, Uber Insurance Services, LLC, Rasier, LLC, and Kehinde Idogho Micah, jointly and severally, for compensatory damages in the amount of Fifteen Million Dollars (\$15,000,000.00), plus interest and costs, and for such other and further relief as the nature of this case may require.

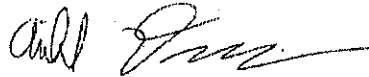
A TRIAL BY JURY IS REQUESTED IN THIS MATTER.

Respectfully submitted,
ROMMEL FUENTES
CHASENBOSCOLO INJURY LAWYERS



By:

Michael D. Reiter, Esq. (VSB# 93115)
CHASENBOSCOLO INJURY LAWYERS
6402 Arlington Blvd., Suite 600
Falls Church, VA 22042
(703) 538-1138 (telephone)
(703) 538-2774 (fax)
mreiter@chassenboscolo.com
Counsel for Mr. Fuentes



By:

Michael E. Duncanson, Esq. (VSB #92893)
CHASENBOSCOLO INJURY LAWYERS
6402 Arlington Blvd, Suite 600
Falls Church, VA 22042
(703) 538-1138 (telephone)
(703) 538-2774 (fax)
mduncanson@chassenboscolo.com
Counsel for Mr. Fuentes