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| DISTRICT COURT, ADAMS COUNTY, COLORADO  1100 Judicial Center Dr.  Brighton, CO 80601  Plaintiff: Theodore James Angel  v.  Defendants: Hope Hinkson and Lyft, Inc.  *Attorney for Plaintiff:*  Marianne Garrison #  **RAMOS LAW**  10190 Bannock St., Suite 200  Northglenn, CO 80260  Telephone: 303.733.6353  Facsimile no.: 303.865.5666  email: marianne@ramoslaw.com | Case Number:  Division |
| COMPLAINT AND JURY DEMAND | |

Comes now, Plaintiff Theodore James Angel, by and through his attorney, RAMOS LAW, for his Complaint for damages, states and alleges as follows:

**PARTIES**

1. At all times relevant to the events described herein, Plaintiff Theodore James Angel, (hereinafter “Plaintiff”), was and is a resident of the State of Colorado.

2. Upon information and belief and at all times relevant hereto, Hope Hinkson (hereinafter “Defendant Hinkson”) was and is a resident of the State of Colorado.

3. At all times relevant to the events described herein, Defendant Lyft, Inc., (hereinafter (“Defendant Lyft”) was and is a corporation headquartered in San Francisco, California and is licensed to do business in the State of Colorado.

**JURISDICTION AND VENUE**

4. Plaintiff incorporates by reference each and every allegation made in paragraphs 1-3 as though fully set forth herein.

5. Jurisdiction and venue are proper in the District Court for Adams County pursuant to C.R.C.P. 98

**GENERAL ALLEGATIONS**

6. Plaintiff incorporates by reference each and every allegation made in paragraphs 1-5 as though fully set forth herein.

7. On February 23, 2023, Plaintiff was a properly restrained passenger of Defendant Hinkson, a driver for the rideshare company, Defendant Lyft, when he was involved in a collision caused by Defendant Hinkson.

8. At the time of the collision, Defendant Hinkson was engaged in a joint venture with Defendant Lyft.

9. At the time of the collision, Defendant Hinkson was using the Lyft, Inc. application to find and collect fares.

10. At the time of the collision, Defendant Hinkson was travelling eastbound on Colorado Boulevard.

11. At the time of the collision, Brian Parra (“Parra”) was travelling southbound on Brighton Boulevard.

12. At the time of the collision, Defendant Hinkson disregarded the stop sign at the intersection of Colorado Boulevard and Brighton Boulevard.

13. As a result of disregarding the stop sign at the intersection of Colorado Boulevard and Brighton Boulevard, Defendant Hinkson’s vehicle collided with Parra’s vehicle.

14. The front driver’s side of Defendant Hinkson’s vehicle collided with the front passenger’s side of Parra’s vehicle.

15. Officer Jose Rodriguez (“Officer Rodriguez”) of the Commerce City Police Department investigated the crash

16. Officer Rodriguez cited Defendant Hinkson for failing to yield the right of way at a stop sign in violation of Section 703(3) of the Commerce City Municipal Code.

17. Defendant Hinkson operated her vehicle negligently, recklessly, carelessly, and in disregard for the traffic regulations then in effect, the traffic conditions then encountered, and the rights and safety of Plaintiff and the public at large.

18. Plaintiff was not negligent in the above-referenced motor vehicle collision.

19. No third party caused or contributed to the cause of the above-referenced motor vehicle collision, and/or Plaintiff’s injuries, damages, and losses.

20. Plaintiff has not failed to mitigate his damages.

**FIRST CLAIM FOR RELIEF**

**(Negligence)**

*Against Defendant Hinkson*

21. The allegations contained in paragraph 1 through 20 above are incorporated herein by reference as if fully set forth herein.

22. Defendant Hinkson owed Plaintiff a duty of reasonable care in the operation of her motor vehicle.

23. The resulting collision was directly and proximately caused by Defendant Hinkson’s negligent and careless driving.

24. As a result of Defendant Hinkson’s negligence, Plaintiff suffered physical injuries, pain and suffering, loss of enjoyment of life, emotional distress, mental anguish, and underwent rehabilitation.

25. As a direct and proximate result of Defendant Hinkson’s negligence, Plaintiff has suffered permanent injuries and damages, including, but not limited to physical injuries, mental anguish, pain and suffering, permanent disability, physical impairment, loss of enjoyment of life and other non-economic damages.

26. As a further direct and proximate result of Defendant Hinkson’s negligence, Plaintiff has incurred past and future economic expenses, losses, and damages, including, but not limited to past and future medical expenses, impairment of earning capacity, and other economic damages related to the injuries sustained as a result of the collision.

**SECOND CLAIM FOR RELIEF**

**(Negligence *Per Se*)**

*Against Defendant Hinkson*

27. The allegations contained in paragraph 1 through 26 above are incorporated herein by reference as if now set forth verbatim.

28. In failing to operate a motor vehicle with due regard for traffic, street conditions, use of streets, and other attendant circumstances, Defendant Hinkson acted in violation of Commerce City Municipal Code § 703(3) and C.R.S. § 42-4-703(3) -failing to yield the right of way at stop sign.

29. Plaintiff is a member of the class or persons that the above-referenced traffic law was intended to protect and his injuries are of a type that the law was designed to prevent.

30. The above-described actions of Defendant Hinkson constitute negligence per se.

31. As a result of defendant Hinkson’s negligence, Plaintiff suffered injuries, damages, and losses.

**THIRD CLAIM FOR RELIEF**

***Respondent Superior***

**Directed to Defendant Lyft, Inc.**

32. Plaintiff incorporates by reference each and every allegation made in paragraphs 1-31 as though fully set forth herein.

33. At the time of the collision and all times material hereto, Defendant Lyft was a California corporation licensed to do business in Colorado.

34. At the time of the collision and at all times material hereto, Defendant Lyft held out Defendant Hinkson as its agent, apparent agent, servant, employee or one otherwise engaged in a joint venture.

35. Defendant Lyft owned, operated, maintained, and controlled said business and, in that capacity, did employ Defendant Hinkson, or otherwise was vicariously responsible for the acts of Defendant Hinkson.

36. Defendant Lyft directed, controlled, and/or maintained the right to control, and supervised the duties of Defendant Hinkson as its agent, apparent agent, servant, joint venturer, or employee in the operation of the subject vehicle described herein, and did so at all times material to this matter such that Defendant Hinkson was acting within the course and scope of her relationship with Defendant Lyft.

37. On the date of the collision and at all times material hereto, Defendant Lyft’s agent, apparent agent, servant, joint venturer, or employee, Defendant Hinkson, was negligent in the operation of the subject vehicle and caused the subject collision

38. Defendant Lyft in its capacity of principal, master, joint venturer or employer is vicariously liable for the acts of Defendant Hinkson.

39. As a direct and proximate cause of Defendant Hinkson’s negligent operation of the vehicle Plaintiff was travelling in at the time of the collision, Plaintiff suffered injuries, damages, and losses as set forth in this Complaint.

40. As a direct, proximate, and foreseeable result of the negligence and breach of the duty of reasonable care by Defendant Hinkson, Plaintiff suffered physical injuries, physical pain and suffering, loss of enjoyment of life, emotional distress, mental anguish, lost time and income, necessary medical treatment, and incurred medical and other collision-related expenses. Plaintiff’s injuries will result in medical and collision-related expenses in the future, further collision-related medical treatment, and further collision-related expenses.

**WHEREFORE**, Plaintiff Theodore James Angel requests that judgment be entered in favor of the Plaintiff and against the Defendants, in an amount to fairly compensate him for the injuries as set forth above, court costs, attorney fees, expert witness fees, statutory interest from the date this cause of action accrued or as otherwise permitted under Colorado law and for such other and further relief as this Court deems just and proper and / or Plaintiff prays for the following relief:

1. For an amount which will reasonably compensate the Plaintiff for past, present and future economic loss;
2. For an amount which will reasonably compensate the Plaintiff for medical expenses, past and future;
3. For an amount which will reasonably compensate the Plaintiff for permanent limitation, injuries, and/or disfigurement, limitations and or disabilities of the body and/or mind;
4. For an amount which will reasonably compensate Plaintiff for pain and suffering, past and future;
5. For an amount which will reasonably compensate the Plaintiff for loss of enjoyment of life and / or the capacity of life;
6. For interest as provided by Statute from the date of the collision which forms the basis of the complaint to the date of verdict or judgment, and for costs and fees incurred in the prosecution of the matter and for any other and further relief as the Court may deem just.

Respectfully submitted this\_\_\_\_\_ of May, 2024.

**RAMOS LAW**

By: ­­­­­­­­­/s/ Marienne E. Garrison\_\_\_\_\_\_\_\_

*This pleading was filed eletronically pursuant to Rule 121 § 1-26*

*Original signed pleading is on file in counsel’s office.*

Plaintiff’s Address:

C/O Ramos Law

10190 Bannock Street, Suite 200

Northglenn, CO 80260