

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

BRADLEY WEIKEL ,EMILY COHEN,  
and JUNIPER WEIKEL, a minor,

Plaintiffs,

vs.

No. D-202-CV-2020-03125

CHEYENNE QUINTANA, WILLIE BACA, REYES GARCIA, ANGELA GARCIA,  
LM GENERAL INSURANCE COMPANY, and STATE FARM MUTUAL  
AUTOMOBILE INSURANCE COMPANY

Defendants.

**COMPLAINT FOR PERSONAL INJURIES, MONEY DAMAGES,  
UN/UNDERINSURED MOTORIST BENEFITS, AND PUNITIVE DAMAGES**

Plaintiffs Bradley Weikel, Emily Cohen, and Juniper Weikel, a minor, by and through their attorneys of record, Will Ferguson & Associates (Jeffrey S. Trespel) bring their Complaint for Personal Injuries and Money Damages as follows:

**JURISDICTION AND VENUE**

1. At all times material hereto, Plaintiffs Bradley Weikel, Emily Cohen, and Juniper Weikel, a minor were residents of Albuquerque, Bernalillo County, New Mexico.
2. Upon information and belief, at all times material hereto, Defendant Cheyenne Quintana (hereinafter "Defendant Quintana") was a resident of Albuquerque, Bernalillo County, New Mexico, and not on active duty in any branch of the United States Military.
3. Upon information and belief, at all times material hereto, Defendant Willie Baca (hereinafter "Defendant Baca") was a resident of Albuquerque, Bernalillo County, New Mexico, and not on active duty in any branch of the United States Military.

4. Upon information and belief, at all times material hereto, Defendants Reyes Garcia and Angela Garcia were residents of Albuquerque, Bernalillo County, New Mexico, and not on active duty in any branch of the United States Military.

5. Defendant LM General Insurance Company (hereinafter referred to as “LM”) is a foreign insurance company doing business throughout the State of New Mexico and is otherwise subject to the jurisdiction of this Court pursuant to *Raskob v. Sanchez and Allstate Ins. Co.*, 126 N.M. 394 (1998), and §38-3-1(F) NMSA 1978 (2005).

6. Defendant State Farm Mutual Automobile Insurance Company (hereinafter referred to as “State Farm”) is a foreign insurance company doing business throughout the State of New Mexico and is otherwise subject to the jurisdiction of this Court pursuant to *Guess v. Gulf Ins. Co.*, 627 P.2d 869, 96 N.M. 27 (1981) and §38-3-1(F) NMSA 1978 (2005).

7. The incident complained of herein occurred (hereinafter referred to as “the occurrence”) on May 12, 2018 on Mountain Rd. NW at Broadway Blvd. NE in Albuquerque, Bernalillo County, New Mexico.

8. This Court has jurisdiction to hear these claims, and venue is properly before this Court.

**GENERAL ALLEGATIONS COMMON TO ALL COUNTS OF THIS COMPLAINT**

9. On May 12, 2018, Plaintiffs were lawfully traveling eastbound on Mountain Rd. NW, in Albuquerque, New Mexico, Bernalillo County approaching Broadway Blvd. NE.

10. Meanwhile, Defendant Quintana, driving southbound on Broadway Blvd. at a high rate of speed in a Ford Mustang, disregarded the traffic light and without warning collided with Plaintiffs.

11. Upon information and belief, Defendant Quintana had recently left a party and was under the influence of alcoholic and/or drugs.

12. Upon information and belief, Defendants Willie Baca, Reyes Garcia, and Angela Garcia had insurable interests and ownership interests in the subject automobile, had control over its use and permissive use, and they permitted Defendant Quintana to use the subject crash vehicle for a family purpose.

13. As a result of the crash, Plaintiffs sustained physical injuries and damages; and has incurred past medical expenses and will incur future medical expenses; loss of enjoyment of life, and emotional and physical pain and suffering, all to their detriment, in an amount to be proven at the time of trial.

**COUNT I: NEGLIGENCE AND NEGLIGENCE PER SE:  
DEFENDANT CHEYENNE QUINTANA**

14. Plaintiffs incorporate the allegations of the above Paragraphs of Plaintiffs Complaint as though fully set forth herein.

15. At all times material hereto, Defendant Cheyenne Quintana had a duty to obey traffic laws, maintain control of the vehicle she was operating, operate such vehicle in a reasonable manner, and to provide safety for others upon the roadways.

16. Defendant Quintana breached her duty and was negligent and negligent per se, said negligence including but not limited to:

- a. Failure to give full time and attention to the operation of her vehicle;
- b. Failure to operate her vehicle in a reasonable and safe fashion;
- c. Failure to use due care; and
- d. Failure to take appropriate steps to avoid colliding with other vehicles on the roadway.

16. In so acting, Defendant Quintana was negligent per se, including but not limited to violations of § 66-7-337 (failure to use due care); § 66-8-114 (careless driving); § 66-8-102 (driving under the influence of intoxicating liquor or drugs); § 66-8-112 (reckless driving). All such acts are imputed to Defendant Quintana.

17. As a direct and proximate result of Defendant Quintana's negligence, Plaintiffs have and will suffer damage, and loss, as set forth above.

WHEREFORE, Plaintiffs demand a judgment against Defendant Quintana in an amount reasonable to compensate Plaintiffs for their injuries, damages, and loss, awarding Plaintiffs their costs of this litigation, pre and post judgment interest, and granting such further relief as warranted.

**COUNT II: NEGLIGENCE, NEGLIGENT ENTRUSTMENT,  
FAMILY PURPOSE DOCTRINE CLAIMS: DEFENDANTS  
WILLIE BACA, REYES GARCIA, ANGELA GARCIA**

18. Plaintiffs re-allege paragraphs above of this Complaint and incorporates them herein.

19. Upon information and belief, Defendants Willie Baca, Reyes Garcia, and Angela Garcia owned the vehicle driven by Defendant Cheyenne Quintana, and upon information and belief, they had/have a family relationship with Defendant Quintana.

20. At all times material to this lawsuit, Defendants Willie Baca, Reyes Garcia, and Angela Garcia exercised control over the use of the subject vehicle, including control over who used the subject vehicle.

21. On the date of the crash, Defendants Willie Baca, Reyes Garcia, and Angela Garcia permitted Defendant Cheyenne Quintana to use the subject vehicle for a family purpose.

22. Defendants Willie Baca, Reyes Garcia, and Angela Garcia knew or should have known that Defendant Cheyenne Quintana was likely to use the vehicle in such a manner as to create an unreasonable risk of harm to others.

23. Defendants' Willie Baca, Reyes Garcia, and Angela Garcia entrusted the subject crash vehicle to Defendant Cheyenne Quintana, and such entrustment was negligent.

24. As a direct and proximate result of Defendants Willie Baca, Reyes Garcia, and Angela Garcia's negligence and negligent entrustment of the subject crash to Defendant Cheyenne Quintana, Plaintiffs have and will suffer damage, and loss, as set forth above.

WHEREFORE, Plaintiffs demand judgment against Defendant Willie Baca, Reyes Garcia, and Angela Garcia in an amount reasonable to compensate Plaintiffs for their injuries, damages, and loss, awarding Plaintiffs the costs of this litigation, pre and post judgment interest, and granting such further relief as warranted.

**COUNT III: PUNITIVE DAMAGES: AUTOMOTIVE DEFENDANTS  
WILLIE BACA, REYES GARCIA, ANGELA GARCIA, CHEYENNE QUNITANA**

25. Plaintiffs re-alleges paragraphs above of this Complaint and incorporates them herein.

26. The acts and omissions complained of in Counts I and II stated above are, upon information and belief, believed to be of such an egregious nature, and in performed with such reckless, wanton and total disregard to the rights of Plaintiffs, that in addition to the actual damages ascertained and demonstrated by a preponderance of the evidence, punitive damages or exemplary damages should be awarded.

WHEREFORE Plaintiffs demand Judgment against the Defendants Willie Baca, Reyes Garcia, Angela Garcia, and Cheyenne Quintana for punitive damages, including substantial costs and expenses, and for such further relief as warranted.

**COUNT IV:**  
**RASKOB CLAIM: LM GENERAL INSURANCE COMPANY**

27. Plaintiff re-alleges all preceding paragraphs of this Complaint and incorporates them as though set forth fully herein.

28. At all times material hereto, Defendants Willie Baca, Reyes Garcia, and Angela Garcia had in place and in effect liability insurance through LM General Insurance Company, as mandated by New Mexico State Law. This insurance coverage was triggered by the negligence of these Defendants, and Cheyenne Quintana.

29. Defendant LM General Insurance Company bears legal and contractual responsibility to pay for the negligence of the automotive Defendants as set forth above, and it owes Plaintiffs duties as an intended beneficiaries of Defendants' LM General Insurance policy, pursuant to New Mexico law.

30. Plaintiffs have suffered injuries, damages, and losses as described elsewhere herein.

WHEREFORE, Plaintiffs demand judgment against Defendant LM General Insurance Company in an amount reasonable to compensate Plaintiffs for their injuries, damages, and loss, awarding Plaintiffs the costs of this litigation, pre and post judgment interest, and granting such further relief as warranted.

**COUNT V: UNINSURED/UNDERINSURED CLAIMS:**  
**STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**

31. Plaintiffs re-allege paragraphs above of this Complaint and incorporates them herein.

32. Defendant State Farm Mutual Automobile Insurance Company is properly joined as a party by its insureds, Plaintiff Bradley Weikel and Emily Cohen, and is otherwise subject to the jurisdiction of this Court pursuant to § 38-3-1(A), (F) NMSA 1978 (2004).

33. At all times material hereto, Defendant State Farm was the insurance company that provided uninsured/underinsured motorist coverage Plaintiffs Bradley Weikel and Emily Cohen, under policy number 096 3797-E30-31, issued pursuant to §§ 66-5-301 et seq NMSA.

34. The above-described policy was effective on May 12, 2018, the date of the subject motor vehicle crash.

35. There was one vehicle insured under the subject policy on May 12, 2018, carrying liability and underinsured motorist coverage of \$25,000/\$50,000 in underinsurance motorist coverage for the subject motor vehicle crash.

36. Under the terms of the subject insurance policy, Defendant State Farm is liable to pay Plaintiffs damages, which Plaintiffs are legally entitled to recover from the uninsured/underinsured motorist, because Plaintiffs sustained bodily injuries caused by an accident, said accident having been caused by the uninsured/underinsured motorist.

37. Upon information and belief, there are both uninsured and underinsured motorist claims arising from the subject occurrence.

38. Upon information and belief, Defendant LM General Insurance asserts that the automobile liability policy issued to its insureds excludes punitive damages. To the extent that the Parties stipulate or that a court of competent jurisdiction determines the LM General Insurance punitive damages exclusion is valid as to the subject occurrence, Plaintiffs bring uninsured motorist claims against their State Farm policy, for the reasons fully described herein, as permitted and mandated by New Mexico law.

39. To the extent Plaintiffs special, general, and other damages, as defined more fully in the New Mexico Uniform Jury Instructions, exceed the underlying automobile liability policy limits

issued by LM General Insurance Company on behalf of the automotive Defendants, Plaintiffs bring underinsured motorist claims against their State Farm policy, for the reasons fully described herein.

WHEREFORE, Plaintiffs requests an Order of the Court giving judgment against Defendant State Farm in an amount reasonable to compensate Plaintiffs for their injuries, damages, and loss, awarding Plaintiffs the costs of this litigation, pre and post judgment interest and granting such further relief as may be deemed just and proper.

Respectfully:  
WILL FERGUSON & ASSOCIATES

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