

STATE OF INDIANA) IN THE ALLEN SUPERIOR COURT
) SS:
COUNTY OF ALLEN) CAUSE NO. 02D03-2007-CT-000361

GUY WILLIS, SR. and JONELL)
WILLIS, Individually and as Natural)
Parents and Legal Guardians to)
ADRIEL WILLIS, a minor and GUY)
WILLIS, JR., a minor and ADRIEL)
WILLIS and GUY WILLIS JR.,)
Individually,)
)
Plaintiffs,)
)
vs.)
)
SEIN THU and STATE FARM)
MUTUAL AUTOMOBILE)
INSURANCE COMPANY,)
)
Defendants.)

JOINT PRE-TRIAL ORDER

Pursuant to the order of the Court, the attorneys for the parties to this action appeared before the Court for a Pre-Trial Conference.

The Plaintiffs are represented by Christopher Blackburn. The Defendant, Sein Thu, is represented by Thomas Datzman, Jr. The Defendant, State Farm Mutual Automobile Insurance Company, is represented by Michael Pritchett.

Thereupon, the following proceedings were had and the following engagements and undertakings arrived at:

A. Jurisdiction.

Jurisdiction was conceded by counsel and found by the Court to be present.

B. Status of Action.

The case is at issue on Plaintiffs' Complaint and the Answers of the Defendants.

C. Pending Motions.

1. The Defendants' Motions in Limine.
2. Plaintiffs' Motion in Limine.
3. Plaintiffs' Request for Additional Instructions.

D. Contentions of Plaintiff.

This motor vehicle collision occurred on Saturday, May 25, 2019, at about 3:30 p.m. in Fort Wayne, Indiana. It was a clear, dry day. Plaintiff, Guy Willis, Sr., age 45 at the time, was driving his black 2009 Dodge Journey SXT eastbound on Paulding Road and was stopped in traffic, near Hessen Cassel Road to make a left turn, when his vehicle was rear-ended by a brown 2003 Honda Pilot being driven by the Defendant, Sein Thu. Guy's two children, Adriel age 17, and Guy age 15, were passengers in Guy's vehicle.

The collision was responsibly caused by the carelessness and negligence of the Defendant, Sein Thu, in the operation of his vehicle by failing to maintain control over his vehicle and failing to maintain a reasonable and proper lookout, for following too

closely in violation of Indiana Code § 9-21-8-14 and traveling at an unreasonable speed too fast to avoid collision in violation of Indiana Code § 9-21-5-1.

On May 25, 2019, the Plaintiffs, Guy Willis Sr. and Jonell Willis, had in full force and effect an automobile insurance policy with the Defendant, State Farm Mutual Automobile Insurance Company, covering their vehicle, which provided medical payment coverage in the amount of \$5,000, and underinsured motorist coverage in the amount of \$50,000 per person. Plaintiffs are entitled to the available limits under the applicable medical payment coverage and underinsured motorist policy and make demand for the available limits since this collision qualifies under the terms of the State Farm Insurance policy as an underinsured claim for Plaintiffs.

As a responsible result of the collision, Guy Willis, Sr., sustained physical injuries to his neck and low back, which will cause pain and suffering throughout his life. Guy Willis, Jr., sustained physical injuries to his neck. Adriel sustained physical injuries to her neck.

As a further responsible result of the collision, Plaintiff, Guy Willis, Sr., incurred hospital and medical expenses in the amount of \$18,611.42. Plaintiff's wife, Jonell Willis, has a claim for the loss of consortium and services of her spouse as a result of his injuries.

As a further responsible result of the collision, Plaintiff, Guy Willis, Jr.'s, parents incurred hospital and medical expenses in the amount of \$2,546.62. Plaintiff's

parents, Guy Willis, Sr., and Jonell Willis, have a claim for the loss of services of their child as a result of his injuries.

As a further responsible result of the collision, Plaintiff, Adriel Willis', parents incurred hospital and medical expenses in the amount of \$2,173.32. Plaintiff's parents, Guy Willis, Sr., and Jonell Willis, have a claim for the loss of services of their child as a result of her injuries.

Plaintiffs ask that the jury enter a verdict that will reasonably and fully compensate them for all elements of damage to which they are entitled under Indiana law, given the evidence established and the nature and extent of the Plaintiffs' injuries; past, present, and future suffering; and for the effect that the injuries have had on the loss of enjoyment of a full, whole, and complete life; and for all other damages to which they are entitled under the law.

E. Contentions of Defendant, Sein Thu.

Defendant admits that he was the sole responsible cause of this collision and admits liability in this matter.

Notwithstanding Defendant's admission of liability in this matter, Defendant contests the nature, extent and duration of Plaintiffs' claimed injuries, and disputes that all of the claimed treatment received by Plaintiffs is causally related to the accident at issue.

In particular, Defendant disputes that Plaintiff Guy Willis Sr.'s claimed treatment

from September 18, 2019 to the present is casually related to the accident at issue.

Defendant disputes that any alleged injuries are permanent or that any future treatment that Plaintiffs may require is related to the accident, or contend that any such treatment is due to a pre-existing condition that was neither aggravated nor exacerbated by the accident. Defendant further contends that any injuries were temporary and that Plaintiffs did not sustain the claimed injuries, damages, and losses they are claiming resulted from the accident at issue. Lastly, Defendant contends that Plaintiff Guy Willis, Sr. has failed to mitigate his damages in this case.

F. Contentions of Defendant, State Farm Mutual Automobile Insurance Company.

None received

G. Stipulated Facts.

The parties by their respective counsel have entered into the following pretrial stipulations:

H. Issues of Fact.

The sole issue of fact for the jury's consideration is the issue of damages. The jury must decide the cause, nature, and extent of the Plaintiffs' injuries and

damages and whether they resulted from the May 25, 2019 car collision.

I. Exhibits.

Exhibits of Plaintiffs:

1. Diagrams and measurements of the collision scene;
2. Photographs, including aerial views, and maps of the collision scene;
3. Video of the collision scene;
4. Photographs of the vehicles involved in the collision;
5. Property damage estimates/bills of all vehicles involved in the collision;
6. Photographs depicting Plaintiffs' injuries;
7. Anatomical illustrations and models;
8. All medical records, x-ray reports, laboratory reports, medical reports, and other diagnostic records and reports regarding Plaintiffs' injuries;
9. All medical bills regarding Plaintiffs' injuries from the motor vehicle collision;
10. An Itemized List of Special Damages / Medical Bills summary;
11. X-rays, CT scans and MRI films of Plaintiffs;
12. Report(s) of Dr. Troy Clouse;
13. Report(s) of Emily Miller, NP;
14. Indiana Officer's Standard Crash Report;
15. State Farm Insurance policy in effect on May 25, 2019;
16. All depositions, along with their exhibits, taken by either party;

17. Defendants' Answers to Interrogatories;
18. Defendants' Response to Request for Production and all documents attached thereto;
19. Responses to Requests for Admissions;
20. American Medical Association Guide to the Evaluation of Permanent Impairment;
21. U.S. Life and Mortality Table;
22. Published medical studies and/or journal articles; and
23. All exhibits listed by the Defendants.

Exhibits of Defendant, Sein Thu:

1. All photographs and/or diagrams of the scene of the accident or the individuals involved in the accident.
2. All medical documentation regarding prior injuries to Plaintiffs in the areas alleged to be injured as a result of the accident outlined in Plaintiffs' Complaint for Damages.
3. All alleged medical documentation subsequent to the collision outlined in Plaintiffs' Complaint for Damages.
4. All pleadings filed by the parties to this action.
5. All discovery responses by the parties to this action.
6. All deposition transcripts in this case, including admissible exhibits thereto.
7. All exhibits listed by the parties to this action.
8. All necessary affidavits executed by records custodians.

9. All necessary rebuttal and/or impeachment exhibits.

Exhibits of Defendant, State Farm:

None received

Authenticity of Exhibits:

Except as otherwise noted, the parties stipulate to the authenticity of the exhibits and that records have been made and kept in the ordinary course of business. The parties reserve all other objections, including, but not limited to, relevancy, hearsay, and materiality.

J. Witnesses.

Witnesses of Plaintiffs:

1. Plaintiff, Guy Willis, Sr., 6022 Chaddsford Drive, Fort Wayne, IN 46816;
2. Plaintiff, Jonell Willis, 6022 Chaddsford Drive, Fort Wayne, IN 46816;
3. Plaintiff, Guy Willis, Jr., 6022 Chaddsford Drive, Fort Wayne, IN 46816;
4. Plaintiff, Adriel Willis, 6022 Chaddsford Drive, Fort Wayne, IN 46816;
5. Defendant, Sein Thu, 7620 Ensign Ct., Fort Wayne, IN 46816;
6. Mathay Sein Thu, 7620 Ensign Ct., Fort Wayne, IN 46816;
7. Ofc. A. Crall, ID Number 1964F, Fort Wayne Police Department, 1 E. Main St., Fort Wayne, IN 46803; (260) 427-1222;

8. Representative of State Farm Insurance, P.O. Box 106170, Atlanta, GA 30348-6170; (888) 841-6467;
9. Any and all physicians, nurses or other Healthcare providers rendering treatment or assistance to Plaintiffs, including but not limited to:
 - a. Janese Latimer-Pierson, MD
Lutheran Statewood Emergency Dept.
3929 E. State Blvd.
Fort Wayne, IN 46805
 - b. Troy Clouse, MD
Richard Sibley, MD
Joel Heitman, MD
John Bormann, MD
Lutheran Hospital
7950 W. Jefferson Blvd.
Fort Wayne, IN 46804
 - c. Emergency Medicine of Indiana
7619 W. Jefferson Blvd.
Fort Wayne, IN 46804
 - d. Summit Radiology
P.O. Box 80070
Fort Wayne, IN 46898-0070
 - e. Dr. Gerald Kelty, MD
Emily K Miller, NP
Parkview Physicians Group
5693 YMCA Park Dr West
Fort Wayne, IN 46835
 - f. Thomas Giaquinta, MD
Parkview Physicians Group
1818 Carew St, Suite 320
Fort Wayne, IN 46805
 - g. Kevin Rahn, MD
Brian Laursen, PA

Fort Wayne Orthopedics
7601 W. Jefferson Blvd.
Fort Wayne, IN 46804

10. Custodians of records from any healthcare providers for treatment of injuries sustained by Plaintiffs in the motor vehicle of May 25, 2019, including but not limited to the following:

a. Lutheran Statewood Emergency Dept.
3929 E. State Blvd.
Fort Wayne, IN 46805

b. Lutheran Hospital
7950 W. Jefferson Blvd.
Fort Wayne, IN 46804

c. Emergency Medicine of Indiana
7619 W. Jefferson Blvd.
Fort Wayne, IN 46804

d. Summit Radiology
P.O. Box 80070
Fort Wayne, IN 46898-0070

e. Parkview Physicians Group
5693 YMCA Park Dr West
Fort Wayne, IN 46835

f. Parkview Physicians Group
1818 Carew St, Suite 320
Fort Wayne, IN 46805

g. Fort Wayne Orthopedics
7601 W. Jefferson Blvd.
Fort Wayne, IN 46804

11. Custodians of records from Fort Wayne Police Department, 1 E. Main St., Fort Wayne, Indiana 46803;

12. Custodians of records from State Farm Insurance, P.O. Box 106170, Atlanta, GA 30348-6170;
13. Lay medical witnesses;
14. All necessary rebuttal/impeachment witnesses;
15. Any witnesses listed by the Defendants.

Witnesses of Defendant, Sein Thu:

1. Defendant Sein Thu, 7620 Ensign Ct., Fort Wayne, IN 46816.
2. All necessary rebuttal and impeachment witnesses;
3. Any witnesses listed by Plaintiffs or Co-Defendant.

Witnesses of Defendant, State Farm:

None received

K. Jury Instructions.

All proposed preliminary and final instructions have been submitted to the Court or will be submitted by April 15, 2022.

L. Amendments to Pleadings.

The parties anticipate entering into a stipulation regarding STATE FARM's non-appearance at trial and removal from the caption. The lost of consortium and services claims will likely be withdrawn as well.

M. Trial Briefs.

None are anticipated or required by the Court at this time.

N. Additional Matters.

None at the present time.

O. Pre-Trial Order Controls.

This Pre-Trial order has been formulated after conference at which counsel for the respective parties have appeared and participated. Reasonable opportunity has been afforded counsel for corrections or additions prior to entry of the Order by the Court. Hereafter, this Order will control the course of the trial and may not be amended except by consent of the parties and the Court, or by order of the Court to prevent manifest injustice. The pleadings are deemed merged herein.

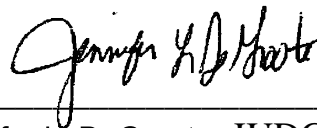
P. Settlement.

The parties have discussed settlement but have been unable to reach agreement.

Q. Probable Length of Trial.

The probable length of trial is one (1) with three (3) days reserved. The case is set down for trial before a jury on May 24, 2022, at 9:00 A.M.

Date: **May 5, 2022**



Jennifer L. DeGroote, JUDGE
ALLEN SUPERIOR COURT

Approved:

By: /s/Chris Blackburn
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