

IN THE CIRCUIT COURT OF DESOTO COUNTY, MISSISSIPPI

JACQUELINE BAILEY and
CHASITY CLARKSON HOLLINGSWORTH

PLAINTIFFS

VS.

CAUSE NO. CI 2018-039GC

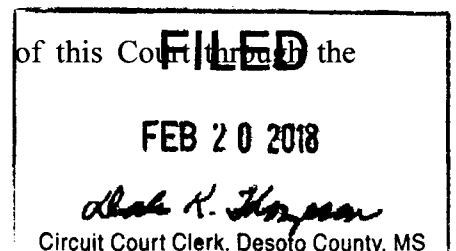
SHILO D. WOODARD; and,
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY DEFENDANTS

COMPLAINT

JURY TRIAL REQUESTED

COME NOW Jacqueline Bailey and Chasity Hollingsworth, by and through their attorney of record, D. Reid Wamble, and files this their Complaint against the Defendants, Shilo Woodard and State Farm Mutual Automobile Insurance Company, and would show unto this Honorable Court the following, to-wit:

1. The Plaintiff, Jacqueline Bailey is an adult resident citizen of DeSoto County, Mississippi, whose address is 5855 Cherokee, Horn Lake, MS 38637.
2. The Plaintiff, Chasity Hollingsworth is an adult resident citizen of DeSoto County, Mississippi, whose address is 4523 Shadow Ridge Drive, Horn Lake, MS 38637.
3. The Defendant, Shilo Woodard, hereinafter referred to as "Woodard", is an adult resident citizen of Lafayette County, Mississippi, who may be served with process of this Court at his address of 80 CR 108, Abbeville, MS 38601.
4. The Defendant, State Farm Insurance Company, hereinafter referred to as "State Farm", is a non-resident corporation licensed to do business within the State of Mississippi, whose corporate Headquarters is located at State Farm Insurance Company, One State Farm Plaza Bloomington, IL 61710, which may be served with process of this Court through the



Mississippi Commissioner of Insurance, the Honorable Mike Chaney, Mississippi Insurance Department, 1001 Woolfolk State Office Building, 501 N. West St., Jackson, MS 39201.

5. This Court has jurisdiction over the parties and the subject matter herein.
6. On or about May 5, 2015, the Plaintiff, Jacqueline Bailey was driving her Toyota UVS on Interstate 55 in a Southerly direction in DeSoto County, Mississippi.
7. Chasity Hollingsworth was a passenger in Jacqueline Bailey's vehicle.
8. Shilo Woodard was driving a Pontiac automobile in a Southerly direction on Interstate 55 directly behind the Plaintiffs' vehicle.
9. Shilo Woodard negligently and carelessly failed to keep a proper distance between the front of his vehicle and the rear of the Plaintiffs' vehicle.
10. Shilo Woodard was following too closely to the rear of Plaintiffs' vehicle.
11. Shilo Woodard carelessly and negligently crashed into the back of Plaintiffs' vehicle striking the Plaintiff from the rear.
12. Shilo Woodard owed a duty to all traffic on the highway to use reasonable care while driving.
13. Shilo Woodard owed a duty to the Plaintiffs to use reasonable care while driving.
14. Shilo Woodard violated his duty to the Plaintiffs to use reasonable care while driving.
15. This collision proximately resulted in physical injuries to Plaintiffs.
16. Shilo Woodard was negligent.
17. The Plaintiffs was injured.
18. Plaintiffs sustained economic damages as defined by and set out in Miss. Code Ann. Sec. 11-1-60(1)(a)(b).

19. Plaintiffs sustained non-economic damages as defined by and set out in Miss. Code Ann. Sec. 11-1-60(1)(a)(b).

20. The negligence of Shilo Woodard was the proximate cause of the Plaintiffs' injuries.

21. The negligence of Shilo Woodard was the proximate cause of all of the noneconomic damages sustained by the Plaintiffs.

22. The negligence of Shilo Woodard was the proximate cause of all of the economic damages sustained by the Plaintiffs.

23. Prior to and at time of the wreck Shilo Woodard had a reasonable working knowledge of the applicable traffic safety regulations and rules of the road.

24. Prior to and at time of the wreck Shilo Woodard knew or should have known that violation the applicable traffic regulations and rules of the road in this case could result in injury or death to the Plaintiffs

25. Shilo Woodard knew or should have known that the applicable traffic regulations and rules of the road that he violated were in place to protect against the Plaintiffs' injuries.

26. Shilo Woodard is guilty of negligently failing to yield to the Plaintiffs' vehicle as was reasonably necessary under the existing conditions.

27. Shilo Woodard negligently followed the Plaintiffs' vehicle more closely than was reasonable and prudent.

28. Shilo Woodard negligently and carelessly failed to have due regard for the speed of the Plaintiffs' vehicle.

29. Shilo Woodard negligently failed to have due regard for the speed of the traffic in front of him.

30. Shilo Woodard negligently failed to have due regard for the condition of the highway.

31. Shilo Woodard negligently failed to look far enough of ahead of him while he was driving.

32. Shilo Woodard is guilty of negligent failure to keep a proper lookout.

33. Shilo Woodard is guilty of negligent failure to be alert for other vehicles ahead of him in the highway.

34. Shilo Woodard is guilty of negligent failure to be aware of surrounding traffic.

35. Shilo Woodard is guilty of negligent failure to see that which was in plain view and to take notice of obvious dangers.

36. Shilo Woodard is guilty of negligent failure to have his vehicle under proper control.

37. Shilo Woodard is guilty of negligent failure to drive at a speed and at a distance so that when the vehicle ahead of him stopped, that he could stop without running into the vehicle ahead of him.

38. Shilo Woodard is guilty of negligently failing to decrease the speed of his vehicle as was reasonably necessary under the existing conditions.

39. Shilo Woodard is guilty of negligent failure to take reasonably proper steps to avoid an accident or injury to persons after having knowledge of the danger.

40. Shilo Woodard is guilty of negligently driving his vehicle at an excessive rate of speed.

41. Shilo Woodard is guilty of negligently failing to comply with numerous other provisions of Title 63, Chapter 3 of the laws of the State of Mississippi, commonly known as

Traffic Regulations and Rules of the Road.

42. Shilo Woodard is guilty of negligently failing to comply with numerous other provisions of and; Title 63, Chapter 7 of the laws of The State of Mississippi, commonly known as Equipment and Identification.

43. Shilo Woodard violated MCA § 63-3-619-Distances to be maintained between traveling vehicles. The Defendant, Shilo Woodard breached a duty owed to the Plaintiffs by negligently following the Plaintiffs' vehicle more closely than was reasonable and prudent, and failed to have due regard for the speed of the Plaintiffs' vehicle and the traffic upon the highway and the condition of the highway.

44. Shilo Woodard negligently drove his vehicle in a careless and imprudent manner, without due regard for the traffic and use of the streets and highways and all other attendant circumstances in violation of MCA § 63-3-1213, careless driving.

45. Shilo Woodard negligently and carelessly drove his vehicle in such a manner as to indicate a willful or wanton disregard for the safety of persons or property in violation of MCA § 63-3-1201.

46. Shilo Woodard is guilty of causing negligent infliction of emotional distress to the Plaintiffs.

47. Shilo Woodard did not have insurance or adequate or a sufficient amount of insurance to cover or compensate Plaintiffs for their damages sustained from the wreck.

48. Shilo Woodard is an uninsured / underinsured motorist pursuant to Section 83-11-101 et seq. of the Mississippi Code, Ann.

49. The Plaintiffs are entitled to Uninsured Motorists Benefits under State Farm Insurance Company automobile insurance policy 901635638.

50. State Farm Insurance Company is liable by and through its contract of insurance for uninsured motorists coverage for any and all damages sustained by your Plaintiffs which are covered by said contract of insurance.

51. State Farm Insurance Company is guilty of breach of contract.

52. State Farm Insurance Company has negligently refused to investigate the claim.

53. State Farm Insurance Company has negligently refused to pay the uninsured / underinsured motorist coverage for the damages sustained by your Plaintiffs in the wreck.

54. As a direct and proximate result of the negligent actions of the Defendants, the Plaintiffs, Jacqueline Bailey and Chasity Hollingsworth seek monetary compensation from the Defendants for noneconomic/nonpecuniary damages including the actual physical injuries and related temporary and permanent symptoms arising from said injuries including pain, suffering, inconvenience, mental anguish, worry, emotional distress, physical impairment, embarrassment, loss of the enjoyment of life, hedonic damages, fear of loss, illness or injury, and any other theory of non-economic damages as allowed by Miss. Code Annotated Sec. 11-1-60.

55. As a direct and proximate result of the negligent actions of the Defendants, the Plaintiffs, Jacqueline Bailey and Chasity Hollingsworth seek monetary compensation from the Defendants for actual economic damages for medical expenses and medical care, rehabilitation services, custodial care, disabilities, loss of earnings and earning capacity, loss of income, and other objectively verifiable monetary losses as allowed by Miss. Code Annotated Sec. 11-1-60.

56. As a direct and proximate result of the actions of State Farm Insurance Company Plaintiffs seek monetary damages from State Farm Insurance Company for all contractual damages allowed by law sustained by the Plaintiffs as a proximate result of State Farm Insurance Company's breach of contract.

57. Furthermore, Plaintiffs asks for punitive damages for the willful, wanton, and grossly negligent conduct by Shilo Woodard which caused and or contributed to the collision and the Plaintiff's injuries in an amount to be determined by the jury.

58. Plaintiff demands a Jury Trial on all issues.

Wherefore, premises considered, Plaintiffs, Jacqueline Bailey and Chasity Hollingsworth demand judgment of and against Defendant, Shilo Woodard, in an amount which will adequately compensate them for all damages set out and pled in Plaintiffs' complaint; and, Plaintiffs demand judgment of and against Defendant, State Farm Insurance Company in an amount which will adequately compensate them for all damages set out and pled in Plaintiffs' complaint, which are not covered or compensated for by Shilo Woodard as set out in the State Farm Insurance Company uninsured motorists coverage provision of the State Farm Insurance Company insurance policy that was in place and which covered the Plaintiffs at the time of the wreck and which is the subject of this lawsuit.

Furthermore, Plaintiff asks for punitive damages from Shilo Woodard for the willful, wanton, and grossly negligent conduct of Shilo Woodard which caused and or contributed to the collision and the Plaintiff's injuries.

Respectfully submitted this the 20th day of February, 2018.

BY:



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