

IN THE COMMON PLEAS COURT OF LUCAS COUNTY, OHIO

EDWIN FARBROTHER  
5555 Ryewyck Ct., Apt. A  
Toledo, OH 43614

Plaintiff

v.

CHRISTOPHER NULL  
28180 Oregon Rd., Lot 666  
Perrysburg, OH 43551-4789

and

STATE FARM INSURANCE CO.  
P.O. Box 3020  
Newark, OH 43058

Defendants

) Case No.:

)

) Judge

)

) **COMPLAINT WITH JURY DEMAND**  
) **AND ATTACHED DISCOVERY**  
) **REQUESTS**

)

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The Plaintiff, by and through counsel, allege as follows:

### **FIRST CAUSE OF ACTION**

For the first claim of relief against the Defendants, the Plaintiff state:

1. The Plaintiff is a resident of Lucas County, Ohio.
2. Defendant Christopher Null is a resident of Perrysburg, Wood County, Ohio.
3. Defendant State Farm Insurance Co. is an insurance company licensed to sell insurance in the State of Ohio, which issued a policy to Plaintiff Edwin Farbrother. The policy is not attached because it is not in the Plaintiff's possession.
4. On or about June 27, 2006, Plaintiff Edwin Farbrother was headed northbound on Reynolds Road in Lucas County, Ohio, when Defendant Christopher Null struck the rear of Plaintiff's vehicle. The Toledo Police cited Mr. Null for assured clear distance.
5. Defendant Christopher Null owed a duty of care to Edwin Farbrother not to operate a vehicle in such a manner that may cause injury to him.
6. Defendant Christopher Null breached that duty of care by operating a vehicle in a dangerous and negligent way so as to injure the Plaintiff.
7. As a direct and proximate result of Defendant Christopher Null's negligence, Plaintiff Edwin Farbrother sustained serious permanent personal injuries.
8. As a direct result of Defendant Christopher Null's negligence, Plaintiff Edwin Farbrother sustained serious personal injuries to his back, head, hand and entire body. Plaintiff Edwin Farbrother was required to undergo hospital and medical care; incurred hospital and medical care costs; incurred

great pain, suffering, severe mental anguish, and emotional distress. Further, the Plaintiff believes that these injuries are permanent in nature and will require future medical care; future medical care costs and she will continue to endure great pain, suffering, mental anguish, and emotional distress.

### **SECOND CAUSE OF ACTION**

For the second claim of relief against the Defendants, the Plaintiff state:

9. Plaintiff incorporate by reference the above paragraphs as if fully restated herein.
10. The vehicle that the Plaintiff was occupying was covered under a policy of insurance issued by the Defendant State Farm Insurance Company to the Plaintiff. A copy of the policy is not attached because it is not in the possession of the Plaintiff.
11. The policy of insurance issued to the Plaintiff by the Defendant State Farm Insurance Company provided underinsured and uninsured coverage as well as medical payments coverage.
12. As a direct and proximate result of this accident, the Plaintiff has incurred numerous medical expenses.

**WHEREFORE,** Plaintiff prays that judgment be entered against the Defendants as follows:

1. On the FIRST CAUSE of action a judgment against Defendants in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) together with interest, costs and reasonable attorney fees associated herewith.

2. On the SECOND cause of action a judgment against Defendants in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) together with interest, costs and reasonable attorney fees associated herewith.

Respectfully submitted,

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Charles E. Boyk  
Attorney for Plaintiff

**JURY DEMAND**

The Plaintiff demands a trial by jury on all issues triable by right.

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Charles E. Boyk  
Attorney for Plaintiff