

FILED  
LUCAS COUNTY

2019 FEB -1 PM 12:49

COMMON PLEAS COURT  
BERNIE QUILTER  
CLERK OF COURTS

IN THE COMMON PLEAS COURT OF LUCAS COUNTY, OHIO

**ODELL WILLIS**  
803 Independence Road  
Toledo, Ohio 43607

and

**DAPHNE WILLIS**  
803 Independence Road  
Toledo, Ohio 43607

Plaintiffs,

v.

**TRAVELERS CASUALTY AND SURETY  
COMPANY**  
d/b/a The Standard Fire Insurance Company  
c/o 50 W. Broad Street, Ste. 1800  
Columbus, Ohio 43215

and

**BRYAN PACK**  
6427 Char Court  
Maumee, Ohio 43537

and

**JOHN DOES I and II**  
Names and Addresses Currently Unknown

Defendants.

) Case No.:

**G-4801-CI-0201901307-000**

) Judge

**Judge  
DEAN P. MANDROS**

) **COMPLAINANT**

) **(JURY DEMAND ENDORSED HEREON)**

) Charles E. Boyk (0000494)  
) Leah O. Michael (0093135)  
) Michael A. Bruno (0033780)  
) Charles E. Boyk Law Offices, LLC  
) 405 Madison Ave., Suite 1200  
) Toledo, Ohio 43604  
) Phone: (419) 241-1395  
) Facsimile: (419) 241-8731  
) [cboyk@charlesboyk-law.com](mailto:cboyk@charlesboyk-law.com)  
) [lmichael@charlesboyk-law.com](mailto:lmichael@charlesboyk-law.com)  
) [mbruno@charlesboyk-law.com](mailto:mbruno@charlesboyk-law.com)

) Attorneys for Plaintiffs

The Plaintiffs, by and through undersigned counsel, hereby file their Complaint for damages arising and resulting from an automobile collision that occurred on or about April 17, 2018, and in support of their claims, hereby alleges and avers as follows:

**THE PARTIES**

1. Plaintiffs Odell Willis and Daphne Willis are residents of Toledo, Lucas County, Ohio.
2. Defendant Travelers Casualty and Surety Company d/b/a The Standard Fire Insurance Company, is an insurance company licensed to sell insurance in the State of Ohio, which sold an insurance policy, including un-insured/under-insured motorists' coverage to Plaintiffs. A copy of the policy declarations page is attached hereto as Exhibit "A".
3. Upon information and belief, Defendant Bryan Pack is a resident of Maumee, Lucas County, Ohio.
4. Defendant John Does I and II are individuals, partnerships, corporations, or other business entities whose true names and addresses are currently unknown to Plaintiffs, despite due diligence, but are liable to Plaintiffs with respect to the claims set forth herein.

**JURISDICTION AND VENUE**

5. This Court has jurisdiction to hear this matter pursuant to Ohio Rev. Code § 2305.01.
6. This Court is the proper venue for this action, pursuant to Ohio R. Civ. P. 3(B)(3) and (6), as Defendants conducted activity within Lucas County and Plaintiffs' claims for relief arose in Lucas County.

7. Pursuant to Ohio R. Civ. P. 8, Plaintiffs state that the amount in controversy exceeds \$25,000.

### FACTS

8. On April 17, 2018, at approximately 5:05 AM, Plaintiff Odell Willis was stopped in traffic heading northbound on I-75 near Phillips Avenue when he was rear-ended by Defendant Bryan Pack.
9. Plaintiff Odell Willis and Defendant Bryan Pack exited I-75 after the collision on the Stickney Avenue exit and Plaintiff Odell Willis stopped his vehicle to exchange information with Defendant Bryan Pack.
10. Defendant Bryan Pack fled the scene, causing Plaintiff Odell Willis to follow him to obtain the license plate number from his vehicle.
11. On May 3, 2018, Defendant Bryan Pack reported to a police station and wrote a statement concerning the events described herein. His statement claimed that he struck Plaintiff, but only after he was struck from behind from an unknown vehicle driven by John Doe, which also fled the scene.
12. Based upon the representation of Defendant Pack, his liability carrier has denied coverage claiming a phantom vehicle driven and/or possibly owned by John Does I and II caused the automobile accident of April 17, 2018, which in turn caused injury to Plaintiff Odell Willis. Please see attached letter from Defendant Pack's automobile insurance carrier denying coverage, marked as Exhibit "B".

### FIRST CAUSE OF ACTION *(Negligence – Defendant Bryan Pack)*

13. The Plaintiffs incorporate by reference all of the above paragraphs as though fully restated herein.

14. Defendant Bryan Pack owed a duty of care to Plaintiffs not to operate a vehicle in such a manner that may cause injury to them.
15. Defendant Bryan Pack breached that duty of care by operating a vehicle in a dangerous and negligent way so as to injure Plaintiff Odell Willis.
16. As a direct and proximate result of Defendant Bryan Pack's negligence, Plaintiff Odell Willis has sustained serious and permanent personal injuries to his head, neck and back causing incursion of substantial medical expenses, pain and suffering, mental anguish, lost wages and emotional distress.
17. Further, Plaintiff Odell Willis believes that these injuries are permanent in nature and will require future medical care and future medical care costs, and that he will continue to endure great pain, suffering, future wage loss, mental anguish and emotional distress.

**SECOND CAUSE OF ACTION**  
***(Negligence – Defendant John Doe I)***

18. The Plaintiffs incorporate by reference all of the above paragraphs as though fully restated herein.
19. Defendant John Doe owed a duty of care to Plaintiffs not to operate a vehicle in such a manner that may cause injury to them.
20. Defendant John Doe breached that duty of care by operating a vehicle in a dangerous and negligent way so as to injure Plaintiff Odell Willis.
21. As a direct and proximate result of Defendant John Doe's negligence, Plaintiff Odell Willis has sustained serious and permanent personal injuries to his head, neck and back causing incursion of substantial medical expenses, pain and suffering, mental anguish, lost wages and emotional distress.

22. Further, Plaintiff Odell Willis believes that these injuries are permanent in nature and will require future medical care and future medical care costs, and that he will continue to endure great pain, suffering, future wage loss, mental anguish and emotional distress.

**THIRD CAUSE OF ACTION**  
***(Negligent Entrustment – Defendant John Doe II)***

23. The Plaintiffs incorporate by reference all of the above paragraphs as though fully restated herein.

24. Defendant John Doe II was the owner of the vehicle that Defendant John Doe I was driving at the time of the traffic accident described herein.

25. Defendant John Doe II owed a duty to the Plaintiffs not to negligently entrust a vehicle to an inexperienced, reckless, incompetent, or dangerous driver.

26. Defendant John Doe II entrusted the vehicle involved in the accident at issue to Defendant John Doe I knowing either through actual knowledge or through knowledge implied or imputed from known facts and circumstances, that Defendant John Doe I was an inexperienced, reckless, incompetent, or dangerous driver.

27. Defendant John Doe II breached the duty of care by negligently entrusting the automobile to Defendant John Doe I.

28. Defendant John Doe II's negligent entrustment of the vehicle to Defendant John Doe I directly or indirectly caused the traffic accident described above.

29. As a direct and proximate result of Defendant John Doe II's negligent entrustment, the Plaintiffs sustained serious permanent personal injuries described herein.

**FOURTH CAUSE OF ACTION**  
*(Loss of Consortium – Daphne Willis)*

30. The Plaintiffs incorporate by reference all of the above paragraphs as though fully restated herein.
31. Plaintiff Daphne Willis is the lawful spouse of Plaintiff Odell Willis.
32. Plaintiff Daphne Willis states that as a result of the negligence of Defendants Bryan Pack, John Doe I and John Doe II, she has been deprived of the love, affection, services, consortium, and society of her spouse, Plaintiff Odell Willis, and that the enjoyment and quality of life and her ability to carry on the normal activities of her daily life with her spouse have been impaired.

**FIFTH CAUSE OF ACTION**  
*(Declaratory Relief – Defendant Travelers Casualty and Surety Company d/b/a The Standard Fire Insurance Company)*

33. The Plaintiffs incorporate by reference all of the above paragraphs as though fully restated herein.
34. The vehicle that Plaintiff Odell Willis was occupying with respect to the April 17, 2018 traffic accident described herein was covered under a policy of insurance issued by Defendant Travelers Casualty and Surety Company d/b/a The Standard Fire Insurance Company to Plaintiff Odell Willis and which covered Plaintiff Odell Willis at the time of said traffic accident, namely policy number 600391748 2013 1, A copy of the policy is attached hereto as Exhibit “A”.
35. The above-referenced Travelers insurance policy provides underinsured and uninsured coverage as well as medical payments coverage to which Plaintiff Odell Willis may be entitled.

36. As a direct and proximate result of the April 17, 2018 traffic accident described herein, Plaintiff Odell Willis has incurred numerous medical expenses and damages above and beyond what she will be able to collect from Defendants John Doe and Bryan Pack's liability insurance policies therefore entitling Plaintiff Odell Willis to maintain an underinsured motorist claim under his Travelers policy.

**SIXTH CAUSE OF ACTION**

37. The Plaintiffs incorporate by reference all of the above paragraphs as though fully restated herein.

38. Defendants Bryan Pack and John Doe I's conduct, in fleeing the scene of the accident with Plaintiff Odell Willis evinces a conscious disregard for the safety and well-being of society.

39. Defendants Bryan Pack and John Doe I's conduct thereby warrants an assessment of exemplary and punitive damages in an amount appropriate to punish them for their indifference to the substantial harm their conduct and/or recklessness could and did cause, and to deter them and others from behaving similarly.

**WHEREFORE**, Plaintiffs pray that judgment be entered against the Defendants as follows:


1. On the FIRST cause of action, a judgment against Defendant Bryan Pack 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 Defendant John Doe I in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) together with interest, costs, and reasonable attorney fees associated herewith;
3. On the THIRD cause of action, a judgment against Defendant John Doe II in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) together with interest, costs and reasonable attorney fees associated herewith;
4. On the FOURTH cause of action, a judgment against Defendants Bryan Pack, John Doe I and John Doe II in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00) together with interest, costs and reasonably attorney fees associated herewith;
5. On the FIFTH cause of action, a declaratory judgment of Plaintiffs' rights as it relates to collecting from the aforementioned Travelers Casualty and Surety Company d/b/a The Standard Fire Insurance Company policy and for declaratory judgment as to Defendant Travelers Casualty and Surety Company d/b/a The Standard Fire Insurance Company's responsibilities to pay as it relates to collecting from the aforementioned policy, including but not limited to under- and un-insured motorist coverage; and



6. On the SIXTH cause of action, a judgment against Defendants in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) for punitive damages, with interest, costs and reasonable attorney fees associated herewith; and
7. For such other and further relief as the Court deems just and proper.

Respectfully submitted,



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Charles E. Boyk  
Leah O. Michael  
Attorneys for Plaintiffs

**JURY DEMAND**

The Plaintiffs demand a trial by jury on all issues triable by right.

Respectfully submitted,



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Charles E. Boyk  
Leah O. Michael  
Attorneys for Plaintiffs

**PRAECIPE**

**TO THE CLERK:**

Please serve summons and complaint upon Defendants by certified mail, return receipt requested, at the addresses listed on the caption.

Please serve defendants John Doe I and John Doe II personally with summons and complaint (indicating "name unknown").

Respectfully submitted,



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Charles E. Boyk  
Leah O. Michael  
Attorneys for Plaintiffs

**Automobile Policy Continuation Declarations**

**1. Named Insured**

ODELL WILLIS  
6607 FINCH LN  
CANAL WINCHESTER, OH 43110-7547

**Your Agency's Name and Address**

AAA ALLIED GROUP  
15 WEST CENTRAL PKWY  
CINCINNATI, OH 45202

Your Auto Policy Number 600391748 203 1  
Your Account Number 600349857

For Policy Service 1-800-842-5075  
For Claim Service 1-800-252-4633  
For Roadside Assistance 1-800-252-4633

**2. Premium**

Your Total Premium for the Policy Period is \$660.

The policy period is from April 1, 2018 to October 1, 2018 12:01 A.M. STANDARD TIME at your address shown in Item 1.

**3. Your Vehicles**

1. 2006 VOLKS PASSAT 2.0

**Identification Numbers**

WVWAK73C36P058648

**4. Coverages, Limits of Liability and Premiums**

Insurance is provided only where a premium entry is shown for the coverage. The premium entry "Incl" or "Pkg" means the premium charge is included in the premium for another coverage or a package.

**VEHICLE 1**

06 VOLKS  
PASSAT 2.0

**A. Bodily Injury**

\$100,000 each person  
\$300,000 each accident \$194

**B. Property Damage**

\$100,000 each accident \$114

**C. Medical Payments**

\$2,000 each person \$19

**D1. Uninsured Motorists Bodily Injury**

\$100,000 each person  
\$300,000 each accident \$59

**E. Collision**

Actual Cash Value less  
\$250 deductible \$173

**F. Comprehensive**

Actual Cash Value less  
\$250 deductible \$39

Glass Deductible  
See Endorsement E1OCW02 (01-15)  
\$50 deductible Incl





P.O. Box 183244  
Columbus, OH 43218-3244

TEMP-RETURN SERVICE REQUESTED

July 18, 2018



Charles E Boyk Law Offices LLC  
405 Madison, Suite 1200  
Toledo, OH 43604

Re: **Claim Number:** APV002250455  
**Date of Loss:** 04/17/2018

**Insured:** Angela Pack  
**Policy Number:** 6641443  
**Claimant:** Odell Willis

To Whom It May Concern:

After careful consideration of the facts of this loss, it is our position that our insured is not legally responsible. In the absence of legal liability, we would not be justified in making any payment to you; accordingly, we must deny this claim.

During the course of this investigation, we obtain statements, photos, and the police report. It was determined that an unknown red SUV struck the 2014 Dodge Avenger, which was driven by Brian Pack, in the rear and caused it to be pushed into the 2006 Volkswagen Passat that was driven by Odell Willis.

This denial is based upon the information presently available to Grange Mutual Casualty Company. If you have information that should cause us to reconsider our position, please provide it in writing to my office immediately.

Please feel free to call me with any questions at the number listed below.

Sincerely,

Phillip Warren

Senior Claims Representative  
Grange Insurance  
Phone: (800) 342-3785  
Fax: 866-256-9205  
Email: ThlrParty@grangeinsurance.com

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Grange Mutual Casualty Co. | Grange Life Insurance Co. | Grange Indemnity Insurance Co.  
Grange Property & Casualty Insurance Co. | Grange Insurance Co. of Michigan | Trustgard Insurance Co.  
Integrity Mutual Insurance Co. | Integrity Property & Casualty Insurance Co. | Integrity Select Insurance Co.



LTR CLM-0448

