

FILED
LUCAS COUNTY

2019 MAR -5 PM 4:14

COMMON PLEAS COURT
LUCAS COUNTY, OHIO
CLERK OF COURTS

IN THE COMMON PLEAS COURT OF LUCAS COUNTY, OHIO

**CATRINA DUNNING, Individually and as
Parent and Natural Guardian of Olivia
Dunning, Trinity Dunning, Jenna Dunning,
and Holly Watson, Her Minor Children**
1775 Cherrylawn Drive
Toledo, Ohio 43614

and

**DONALD DUNNING, Individually and as
Parent and Natural Guardian of Olivia
Dunning, Trinity Dunning, and Jenna
Dunning, His Minor Children**
1775 Cherrylawn Drive
Toledo, Ohio 43614

Plaintiffs,

v.

MIRANDA FORGETTE
1442 Belmont Avenue
Toledo, Ohio 43607

and

KEVIN T. CHADWICK
4847 Vogel Drive
Toledo, Ohio 43613

and

**ESURANCE INSURANCE SERVICES,
INC.**
c/o CT Corporation System
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

Defendants.

Case No.: **G-4801-CI-0201901666-000**

Judge: **Judge
STACY L. COOK**

COMPLAINT

(Jury Demand Endorsed Hereon)

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Kathleen R. Harris (0088079)
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Attorneys for Plaintiffs

Now comes Plaintiff Catrina Dunning, Individually and as Parent and Natural Guardian of Olivia Dunning, Trinity Dunning, Jenna Dunning, and Holly Watson, her minor children, and Plaintiff Donald Dunning, Individually and as Parent and Natural Guardian of his minor children Olivia Dunning, Trinity Dunning, and Jenna Dunning, by and through undersigned counsel, and hereby file this Complaint against Defendants Miranda Forgette and Kevin T. Chadwick for injuries arising from an automobile collision in Toledo, Lucas County, Ohio. Plaintiffs also seek declaratory judgment against Defendant Esurance Insurance Services, Inc. regarding uninsured or underinsured motorist coverage. In support of their claims, Plaintiffs state as follows:

THE PARTIES

1. Plaintiff Catrina Dunning, her husband Donald Dunning, and the minor children Olivia Dunning, Trinity Dunning, Jenna Dunning, and Holly Watson are individuals and residents of Toledo, Lucas County, Ohio.
2. Defendant Miranda Forgette is an individual and a resident of Toledo, Lucas County, Ohio.
3. Defendant Kevin T. Chadwick is an individual and a resident of Toledo, Lucas County, Ohio.
4. Defendant Esurance Insurance Services, Inc. is an insurance company licensed to sell insurance in the State of Ohio, which issued a policy of insurance including uninsured and underinsured motorist coverage, under which Plaintiff Catrina Dunning was an insured at the time of the incident described herein. A copy of the policy is not attached hereto, pursuant to Civil Rule 10(D), because Plaintiffs are not in possession of a copy of the policy.

FIRST CAUSE OF ACTION
(Negligence – Miranda Forgette)

22. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
23. Defendant Miranda Forgette owed Plaintiff Catrina Dunning a duty of care not to operate the vehicle she was driving in such a manner that may cause injury to Plaintiff.
24. Defendant Miranda Forgette breached this duty by failing to maintain reasonable control of the vehicle, failure to stop, and by backing into Catrina Dunning's open door, crushing Catrina between the open door and her child's car seat.
25. As a direct and proximate result of Defendant Miranda Forgette's negligence and breach of her duty of care, Plaintiff Catrina Dunning sustained serious personal injuries including but not limited to injuries to her stomach, back, and legs, along with a higher-risk pregnancy and anxiety associated with trauma to her unborn baby. Catrina was required to undergo medical care and incurred medical care costs, and she incurred great pain, suffering, severe mental anguish, and emotional distress.
26. As a direct and proximate result of Defendant Miranda Forgette's negligence and breach of her duty of care, Olivia Dunning suffered prenatal trauma that resulted in facial paralysis and other neurological complications the full extent of which are yet to be determined, but which upon information and belief may include cerebral palsy. Olivia has been required to undergo medical care and has incurred medical care costs. She has also incurred great pain, suffering, severe mental anguish, and emotional distress. Further, Plaintiffs believe the injuries to Olivia Dunning are permanent in nature and that she will require future medical care and medical care costs, and that she will continue to endure great pain, suffering, mental anguish, and emotional distress.

SECOND CAUSE OF ACTION
(Negligent Entrustment – Kevin T. Chadwick)

27. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
28. At all relevant times, Defendant Kevin T. Chadwick was the titled owner of the vehicle Defendant Miranda Forgette was driving when she crushed Plaintiff Catrina Dunning between the car door and car seat.
29. Defendant Kevin T. Chadwick owed a duty of care not to negligently entrust his vehicle to an inexperienced, reckless, incompetent, and/or dangerous driver.
30. Defendant Kevin T. Chadwick breached that duty of care by negligently entrusting his automobile to Defendant Miranda Forgette when Defendant Kevin T. Chadwick knew or reasonably should have known that Defendant Miranda Forgette was an inexperienced, reckless, incompetent, and/or dangerous driver.
31. Defendant Kevin T. Chadwick's negligent entrustment of its vehicle to Defendant Miranda Forgette directly and proximately caused the collision described herein.
32. As a direct and proximate result of Defendant Kevin T. Chadwick's negligent entrustment, Plaintiff Catrina Dunning sustained serious personal injuries including but not limited to injuries to her stomach, back, and legs, along with a higher-risk pregnancy and anxiety associated with trauma to her unborn baby. Catrina was required to undergo medical care and incurred medical care costs, and she incurred great pain, suffering, severe mental anguish, and emotional distress.
33. As a direct and proximate result of Defendant Kevin T. Chadwick's negligent entrustment, Olivia Dunning suffered prenatal trauma that resulted in facial paralysis and other neurological complications the full extent of which are yet to be determined, but which

upon information and belief may include cerebral palsy. Olivia has been required to undergo medical care and has incurred medical care costs. She has also incurred great pain, suffering, severe mental anguish, and emotional distress. Further, Plaintiffs believe the injuries to Olivia Dunning are permanent in nature and that she will require future medical care and medical care costs, and that she will continue to endure great pain, suffering, mental anguish, and emotional distress.

THIRD CAUSE OF ACTION
(Loss of Spousal Consortium – Donald Dunning)

34. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully restated herein.
35. Plaintiff Donald Dunning is Plaintiff Catrina Dunning's legal spouse and has been her legal spouse at all times relevant to this Complaint.
36. Plaintiff Donald Dunning states that as a result of the Defendants' negligence, he has been deprived of the love, affection, services, consortium, and society of his wife, Plaintiff Catrina Dunning.
37. Plaintiff Donald Dunning further states that the enjoyment and quality of his life and his ability to carry on the normal activities of his daily life with his wife have been impaired.

FOURTH CAUSE OF ACTION
(Loss of Parental Consortium – Olivia Dunning, Trinity Dunning, Jenna Dunning, and Holly Watson)

38. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
39. Plaintiffs Olivia Dunning, Trinity Dunning, Jenna Dunning, and Holly Watson are the minor children of Plaintiff Catrina Dunning. Olivia, Trinity, and Jenna are also the minor children of Plaintiff Donald Dunning.

40. Plaintiffs Olivia Dunning, Trinity Dunning, Jenna Dunning, and Holly Watson state that as a result of the Defendants' negligence, they have been deprived of the love, affection, services, consortium, and society of their mother, Plaintiff Catrina Dunning.

41. Plaintiffs Olivia Dunning, Trinity Dunning, Jenna Dunning, and Holly Watson further state that as a result of the Defendants' negligence, their enjoyment and quality of life and their ability to carry on the normal activities of their daily life with their mother have been impaired.

FIFTH CAUSE OF ACTION

(Loss of Child Consortium – Catrina Dunning and Donald Dunning)

42. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.

43. Plaintiffs Catrina Dunning and Donald Dunning are the natural and lawful parents of Olivia Dunning, a minor.

44. Plaintiffs Catrina and Donald Dunning state that as a result of the Defendants' negligence, they have been deprived of the love, affection, services, consortium, and society of their daughter, Olivia Dunning.

45. Plaintiffs Catrina and Donald Dunning further state that as a result of the Defendants' negligence, their enjoyment and quality of life and their ability to carry on the normal activities of their daily life with their daughter have been impaired.

SIXTH CAUSE OF ACTION

(Declaratory Relief – Esurance Insurance Services, Inc.)

46. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.

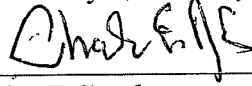
47. Defendant Esurance Insurance Services, Inc. issued a policy of insurance to Plaintiff Catrina Dunning under which she and Olivia Dunning were insured at the time of the incident described herein. That policy provided uninsured and underinsured motorist coverage.
48. Plaintiffs have complied with all conditions precedent for perfecting a claim for uninsured and/or underinsured motorist benefits against the Esurance policy.
49. At the time of the automobile collision described herein, Defendant Miranda Forgette and/or Defendant Kevin T. Chadwick either were not covered by liability insurance, or had liability policy limits lower than the uninsured/underinsured policy limits under Plaintiffs' Esurance policy.
50. As a direct and proximate result of the uninsured or underinsured Defendants' negligence, Plaintiffs have incurred or will incur the medical expenses and other related damages set forth in this Complaint, for which there is no or insufficient liability coverage. Therefore, Plaintiff Catrina Dunning brings this claim for UM/UIIM coverage against Defendant Esurance Insurance Services, Inc. on behalf of herself and her minor daughter, Olivia Dunning.

WHEREFORE, Plaintiffs pray for:

- (A) Judgment against the Defendants Miranda Forgette and Kevin T. Chadwick on each of the claims against them in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00), together with interest costs, reasonable attorney fees associated herewith, and such other relief as the Court may deem just, and

(B) A declaratory judgment in their favor stating that Catrina Dunning and Olivia Dunning are entitled to uninsured/underinsured motorist coverage under Defendant Esurance's policy.

Respectfully submitted,

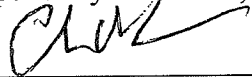


Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiffs

JURY DEMAND

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

Respectfully submitted,

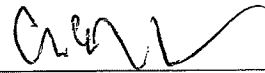


Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiffs

PRAECIPE

TO THE CLERK:

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



Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiff