

FILED
LUCAS COUNTY

2019 MAY -1 PM 3:30

IN THE COMMON PLEAS COURT OF LUCAS COUNTY, OHIO

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

**TRAVOY HORTON, Individually and as
Parent and Natural Guardian of Traven
Horton and Tramon Horton, His Minor
Children**
3708 Whitegate Drive
Toledo, Ohio 43607

and

**TANESHA HORTON, Individually and as
Parent and Natural Guardian of Traven
Horton and Tramon Horton, Her Minor
Children**
3708 Whitegate Drive
Toledo, Ohio 43607

Plaintiffs,

v.

TODD W. ULINSKI
6943 Maplewood Drive
Temperance, Michigan 48182

and

BARBARA A. ULINSKI
6943 Maplewood Drive
Temperance, Michigan 48182

and

STATE AUTO INSURANCE COMPANY
518 East Broad Street
Columbus, Ohio 43215

Defendants.

) Case No.:

) Judge:

) **COMPLAINT**

) *(Jury Demand Endorsed Hereon)*

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) Kathleen R. Harris (0088079)
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G-4801-CI-0201902292-000

Judge

MYRON C. DUHART

By and through the undersigned counsel, Plaintiffs Travoy Horton and Tanesha Horton, Individually and as Parents and Natural Guardians of Traven Horton and Tramon Horton, their minor children, hereby file this Complaint against Defendants Todd Ulinski and Barbara Ulinski for injuries arising from an automobile collision in Toledo, Lucas County, Ohio. Plaintiffs also seek declaratory judgment against Defendant State Auto Insurance Company regarding uninsured or underinsured motorist coverage. In support of their claims, Plaintiffs state as follows:

THE PARTIES

1. Plaintiff Travoy Horton, his wife Tanesha Horton, and their minor children Traven and Tramon Horton are individuals and residents of Toledo, Lucas County, Ohio. Travoy and Tanesha have been legally married at all times relevant to this Complaint.
2. Upon information and belief, Defendant Todd Ulinski is an individual and a resident of Temperance, Monroe County, Michigan.
3. Upon information and belief, Defendant Barbara Ulinski is an individual and a resident of Temperance, Monroe County, Michigan.
4. Defendant State Auto Insurance Company 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 Travoy Horton was 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.

JURISDICTION AND VENUE

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

6. The Lucas County Common Pleas Court has jurisdiction over this matter pursuant to R.C. 2305.01.
7. Venue is proper in this Court pursuant to Civil Rule 3(C)(6), as this is the county in which all or part of the claims for relief arose.
8. Pursuant to Civil Rule 8(A), Plaintiffs state that they seek a judgment in excess of \$25,000.00.

FACTUAL ALLEGATIONS

9. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
10. On or about August 28, 2018, Plaintiff Travoy Horton was lawfully operating a vehicle northbound on Jackman Road near Fairfax Road in Toledo, Lucas County, Ohio.
11. At the same time, Defendant Todd Ulinski was erratically operating a vehicle owned by his mother, Defendant Barbara Ulinski, northbound on Jackman Road near Fairfax Road.
12. Defendant Todd Ulinski struck the rear end of the vehicle driven by Plaintiff Travoy Horton. Todd Ulinski proceeded to strike a utility pole before fleeing the scene on foot.
13. At all relevant times, Defendant Todd Ulinski had Defendant Barbara Ulinski's permission to use her vehicle and used it for his personal transportation.
14. Despite Defendant Barbara Ulinski permitting Todd Ulinski to operate her vehicle, including at the date and time of the incident described herein, after the collision Defendant Barbara Ulinski reported that her car had been stolen from her home on the date of the collision described herein.
15. Upon information and belief, at the time of the collision Defendant Todd Ulinski was living at the same address in Temperance, Michigan as his mother Defendant Barbara Ulinski.

16. At the time of the incident described herein, Defendant Todd Ulinski had a lengthy history of driving citations, including, among others, for driving under the influence of alcohol or drugs, driving under a suspended license, speeding, failure to use signals, failing to stop after a car crash, open container in a moving vehicle, and following too closely to other vehicles.
17. The Toledo Police Department issued a citation to Defendant Todd Ulinski for the collision involving Plaintiff Travoy Horton, citing him for failure to control, driving under suspension or cancellation, and leaving the scene of an accident.
18. After the collision, Plaintiff Travoy Horton presented to the Toledo Hospital Emergency Room, where he began treating for serious injuries including to his back and neck.
19. At the time of the incident described herein, Plaintiff Travoy Horton was an insured under a policy of insurance with Defendant State Auto Insurance Company that contained uninsured/underinsured motorist coverage.

FIRST CAUSE OF ACTION
(Negligence – Todd Ulinski)

20. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
21. Defendant Todd Ulinski owed Plaintiff Travoy Horton a duty of care not to operate the vehicle he was driving in such a manner that may cause injury to Plaintiff.
22. Defendant Todd Ulinski breached this duty by failing to maintain reasonable control of his vehicle, driving erratically, and striking the vehicle driven by Plaintiff Travoy Horton.
23. As a direct and proximate result of Defendant Todd Ulinski's negligence and breach of her duty of care, Plaintiff Travoy Horton sustained serious personal injuries including but not limited to injuries to his neck and back. Travoy was required to undergo medical care and

incurred medical care costs, and he incurred great pain, suffering, severe mental anguish, and emotional distress. Further, Plaintiff Travoy Horton believes these injuries are permanent in nature and that he will continue to incur medical expenses along with great pain, suffering, severe mental anguish, and emotional distress.

SECOND CAUSE OF ACTION
(Negligent Entrustment – Barbara Ulinski)

24. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
25. At all relevant times, Defendant Barbara Ulinski was the titled owner of the vehicle Defendant Todd Ulinski was driving when he struck the vehicle driven by Travoy Horton.
26. Defendant Barbara Ulinski owed a duty of care not to negligently entrust her vehicle to an inexperienced, reckless, incompetent, and/or dangerous driver.
27. Defendant Barbara Ulinski breached that duty of care and was negligent by entrusting her vehicle to Defendant Todd Ulinski when Defendant Barbara Ulinski knew or reasonably should have known that Defendant Todd Ulinski was an inexperienced, reckless, incompetent, and/or dangerous driver.
28. Defendant Barbara Ulinski's negligent entrustment of her vehicle to Defendant Todd Ulinski directly and proximately caused the collision described herein.
29. As a direct and proximate result of Defendant Barbara Ulinski's negligent entrustment, Plaintiff Travoy Horton sustained serious personal injuries including but not limited to his neck and back. He was required to undergo medical care and incurred medical care costs, and he incurred great pain, suffering, severe mental anguish, and emotional distress. Further, Plaintiff Travoy Horton believes these injuries are permanent in nature and that he

will continue to incur medical expenses along with great pain, suffering, severe mental anguish, and emotional distress.

THIRD CAUSE OF ACTION
(Loss of Spousal Consortium – Tanesha Horton)

30. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
31. Plaintiff Tanesha Horton is Plaintiff Travoy Horton's legal spouse and has been his legal spouse at all times relevant to this Complaint.
32. Plaintiff Tanesha Horton states that as a result of the Defendants' negligence, she has been deprived of the love, affection, services, consortium, and society of her husband, Plaintiff Travoy Horton.
33. Plaintiff Tanesha Horton further states that the enjoyment and quality of her life and her ability to carry on the normal activities of her daily life with her husband have been impaired.

FOURTH CAUSE OF ACTION
(Loss of Parental Consortium – Traven Horton and Tramon Horton)

34. Plaintiffs incorporate by reference each preceding and succeeding paragraph as though fully rewritten herein.
35. Plaintiffs Traven Horton and Tramon Horton are the minor children of Plaintiffs Travoy and Tanesha Horton.
36. Plaintiffs Traven Horton and Tramon Horton state that as a result of the Defendants' negligence, they have been deprived of the love, affection, services, consortium, and society of their father, Plaintiff Travoy Horton.

37. Plaintiffs Traven and Tramon Horton 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
(Declaratory Relief – State Auto Insurance Company)

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

39. Defendant State Auto Insurance Company issued a policy of insurance under which Plaintiff Travoy Horton was insured at the time of the incident described herein. That policy provided uninsured and underinsured motorist coverage.

40. Plaintiffs have complied with all conditions precedent for perfecting a claim for uninsured and/or underinsured motorist benefits against the State Auto policy.

41. At the time of the automobile collision described herein, Defendant Todd Ulinski and/or Defendant Barbara Ulinski either were not covered by liability insurance or had liability policy limits lower than the uninsured/underinsured policy limits available under Plaintiffs' State Auto policy.

42. As a direct and proximate result of the Defendants' negligence, Plaintiff Travoy Horton has incurred or will incur the medical expenses and other damages set forth in this Complaint, for which there is no or insufficient liability coverage. Therefore, Plaintiff Travoy Horton brings this claim for uninsured/underinsured motorist coverage against Defendant State Auto.

WHEREFORE, Plaintiffs pray for judgment against Defendants Todd Ulinski and Barbara Ulinski on the each of the claims against them in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00), together with interest, costs, reasonable attorney fees, and such other relief

as the Court may deem just, and for a declaratory judgment in their favor stating that Travoy Horton is entitled to uninsured/underinsured coverage under Defendant State Auto's policy.

Respectfully submitted,




Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiffs

JURY DEMAND

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

Respectfully submitted,

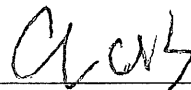


Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiffs

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