

**IN MARYLAND:**

**THE CIRCUIT COURT FOR PRINCE  
GEORGE'S COUNTY**

_____	)	
Plaintiff	)	
Jane Doe	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Case No. _____
	)	
<b>STATE FARM MUTUAL AUTOMOBILE</b>	)	
<b>INSURANCE COMPANY</b>	)	
a/k/a State Farm	)	
Serve Registered Agent:	)	
Corporation Service Company	)	
Bank of America Center, 16 <sup>th</sup> Fl.	)	
1111 E. Main St.	)	
Richmond, VA 23219	)	
	)	
and	)	
	)	
Defendant Driver	)	
	)	
	)	
_____	)	
Defendants.	)	

**COMPLAINT**

COMES NOW Plaintiff, Jane Doe, by and through counsel, and hereby moves this Honorable Court for judgment against Defendants State Farm Mutual Automobile Insurance Company and Defendant Driver, and in support thereof states as follows:

**Parties**

1. At all times relevant to the allegations contained herein, Plaintiff was, and still is, a resident Prince George's County, Maryland.
2. At all times relevant to the allegations contained herein, Defendant Driver was, and still is, a resident of Prince George's County, Maryland.

3. Defendant State Farm Mutual Automobile Insurance Company (a/k/a State Farm) is an Illinois corporation with its principal place of business in Illinois and was at all times pertinent herein Plaintiff's insurance carrier who provided uninsured and underinsured automobile insurance coverage to Plaintiff.

**Jurisdiction & Venue**

4. Jurisdiction is vested in this Court pursuant to MD Code Ann., Cts. & Jud. Proc., § 1-501.

5. This Court may exercise personal jurisdiction over Defendant driver pursuant to MD Code Ann., Cts. & Jud. Proc., § 6-103(b)(1), as the tortious conduct alleged herein occurred in Maryland.

6. This Court may exercise personal jurisdiction over Defendant State Farm pursuant to MD Code Ann, Cts. & Jud. Proc., § 6-103(b)(6), as State Farm contracted with Plaintiff to provide insurance to her in Maryland.

7. Venue is proper in this Court pursuant to MD Code Ann., Cts. & Jud. Proc., § 6-201.

**Statement of Facts**

8. On July 1, 2016, Defendant driver negligently turned in front of Plaintiff at the intersection of route 50 and Tort drive, in Bowie, Maryland, causing their respective vehicles to collide.

9. Defendant driver side-swiped Plaintiff's vehicle, causing Plaintiff's vehicle to spin violently before coming to a stop.

10. As a direct and proximate result the collision, Plaintiff suffered various injuries, as described more fully below.

**Count I**  
**(Negligence - Defendant Driver)**

Plaintiff repeats and incorporates by reference the allegations contained in the foregoing paragraphs as if set forth fully herein.

11. At the time of the above-described accident, Defendant driver owed a duty of care to nearby motorists, including Plaintiff.

12. Defendant driver breached that duty when he committed some or all of the following acts:

- a. Failed to come to a complete stop to avoid a collision;
- b. Failed to maintain appropriate speed;
- c. Failed to give full time and attention to the operation of his vehicle;
- d. Failed to yield to oncoming traffic;
- e. Failed to obey the traffic laws of the State of Maryland; and
- f. Committed or failed to commit other acts not now known to Plaintiff but which may become known prior to or at the time of trial.

13. The collision was caused by the carelessness and negligence of Defendant driver, without any negligence or want of due care by Plaintiff.

14. As a direct, foreseeable, and proximate result of Defendant driver's breach or breaches, Plaintiff suffered the following injuries:

- a. Injures to her back, neck and head;
- b. Concussion and post-concussion syndrome;
- c. Hassle, inconvenience, mental anguish and emotional distress.

15. As a further direct, foreseeable, and proximate result of Defendant driver's breach or breaches, Plaintiff incurred, and may continue to incur, medical expenses for the care and treatment of her injuries.

**Count II**  
**(UIM Claim & Breach of Contract - Defendant State Farm)**

Plaintiff repeats and incorporates by reference all allegations contained in the foregoing paragraphs as if set forth fully herein.

16. At all pertinent times herein Plaintiff, for valuable consideration exchanged, was insured with State Farm Mutual Automobile Insurance Company (“State Farm”). Her coverage included both general liability and uninsured motorist coverage.

17. Plaintiff complied with all terms and conditions precedent to obtaining coverage for this loss under her applicable insurance policy with State Farm.

18. Prior to filing this claim Plaintiff gave Defendant State Farm notice of this claim and further advised them that the underling tort-feasor, through his insurance company, offered the full extent of his limited policy limits.

19. In breach of its contractual and legal obligations, Defendant State Farm has failed to negotiate in good faith and tender their applicable UIM policy limits. To the extent that Defendant driver does not have insurance or does not have sufficient insurance to cover Plaintiff’s damages, Defendant State Farm is liable for payment of Plaintiff’s damages.

20. Defendant State Farm, in breach of its insurance contract with Plaintiff, has failed to reimburse Plaintiff for damages that were sustained by Plaintiff in the subject accident despite being placed on notice of this claim.

21. As a direct and proximate result of State Farm’s material breaches in its coverage obligations, including obligations to make payment under the terms of Plaintiff’s uninsured motorist policy, Plaintiff has suffered injuries, damages and financial losses to be established at trial, and which continue into the future, including attorney’s fees in bring this claim.

**PRAYER FOR RELIEF**

**WHEREFORE**, all of the foregoing premises having been considered, Plaintiff Jane Doe demands judgment against Defendants driver and State Farm Mutual Automobile Insurance Company, jointly and/or severally, for the amount of one (1) million or other amount as determined by the fact finder, plus costs, fees, and prejudgment interest, along with any other appropriate relief that this Court may determine is warranted.

Date: March 13, 2017

Respectfully submitted,

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