

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

MARK GOLDSMITH
262 Chinkapin Way
Westerville, OH 43081

Plaintiff,

vs.

JORDAN LEEMAN
3934 Martha Jane Pl,
Canal Winchester OH

And

JOHN DOE INDIVIDUALS #1-4

And

NATIONWIDE INSURANCE
COMPANY OF AMERICA
One Nationwide Plaza
Columbus, Ohio 43215

Defendants.

CASE NO:

JUDGE:

COMPLAINT

Type: Personal Injury

Jury Demand Endorsed Hereon

Plaintiff Dr. Mark E. Goldsmith, by and through undersigned counsel, sets forth his
Complaint against above-named Defendants as follows:

PARTIES

1. Plaintiff Dr. Mark E. Goldsmith is a citizen of Franklin County Ohio, injured by Defendants in this matter.
2. Defendant Jordan Leeman is a citizen of Franklin County Ohio and, under information and belief, the owner and driver of the motor vehicle that struck Plaintiff.
3. Defendant Nationwide Insurance Company of America is a business entity that regularly operates in the State of Ohio and insures Plaintiff for underinsured and uninsured

motorist coverage.

4. Defendants John Doe Individuals #1-4 are individuals residing in the State of Ohio or who were present and availing themselves of the laws of the State of Ohio on June 12, 2023.

5. The true names and capacities of Defendants John Doe Individuals #1-4 are unknown to Plaintiff at this time and Plaintiff has therefore sued these unknown Defendants under said fictitious names. When the true names of said Defendants John Doe Individuals #1-4 have been ascertained, Plaintiff will seek leave to amend this Complaint accordingly.

6. Plaintiff has made reasonable and diligent efforts to ascertain the identities of Defendants John Doe Individuals #1-4 but has not been able to sufficiently identify them.

7. Plaintiff is informed and believes that the Defendants John Doe Individuals #1-4 are legally responsible, negligent, or in some other actionable manner, liable for the events and occurrences hereinafter described, that said Defendants John Doe Individuals #1-4 proximately caused injuries and damages to Plaintiffs as set forth herein.

8. Plaintiff is informed and believes that Defendants John Doe Individuals #1-4 are contractually responsible through a policy of insurance, legally responsible, negligent, or in some other actionable manner, liable for the events and occurrences hereinafter described, that said Defendants John Doe Individuals #1-4 proximately caused injuries and/or are responsible for damages suffered by Plaintiff as set forth herein.

FACTUAL ALLEGATIONS

9. On or about July 21, 2023, Plaintiff was lawfully operating his motor vehicle in the City of Columbus, Franklin County, Ohio.

10. Plaintiff attempted to merge onto State Route 315 North from downtown Columbus, Ohio.

11. Plaintiff slowed to a stop on the on-ramp due to traffic ahead.

12. At the same time, Defendant Jordan Leeman, individually or in conjunction with John Does #1-4, approached the line of stopped vehicles from behind.

13. Defendant Jordan Leeman, individually or in conjunction with John Does #1-4, negligently, and without warning, failed to maintain assured clear distance and struck the rear of Plaintiff's vehicle.

14. Jordan Leeman, individually or in conjunction with John Does #1-4, negligently failed to remain within the single marked lane of traffic, operating his vehicle in a prohibited area without excuse or justification.

15. As direct result of the collision, Plaintiff suffered serious injury to his persons that are lasting and permanent in nature.

16. As a direct and proximate result of the combined negligence of the Defendants, Plaintiff suffered serious injuries to both his body and mind, causing substantial amounts of pain and suffering which will continue into the future and upon a permanent basis.

17. As a further direct and proximate result, Plaintiff suffered and incurred expenses for medical care, treatment, and lost wages, which he will continue to incur for an indeterminate period of time in the future.

18. Plaintiff was a covered person under an underinsured motorist insurance policy through Nationwide Insurance Company of America, see Exhibit A.

19. Plaintiff complied with all relevant provisions of the insurance policy with Nationwide Insurance Company of America.

20. Plaintiff qualifies for benefits pursuant to the insurance policy with Nationwide Insurance Company of America.

COUNT I – NEGLIGENCE

(Jordan Leeman, individually or in conjunction with John Does #1-4,)

21. Plaintiff realleges all paragraphs above as though fully rewritten herein.

22. Jordan Leeman, individually or in conjunction with John Does #1-4, owed Plaintiff and the public a duty to obey, and drive in conformity with, the duties embodied in the Common Law and the Motor Vehicle Code, Title 45, of the State of Ohio, as amended, and the ordinances of the City of Columbus.

23. Defendant breached their duty by operating their vehicle unreasonably, without conformity to the rules or regulations of traffic, and outside the bounds of the law.

24. As a direct and proximate result of the Jordan Leeman, individually or in conjunction with John Does #1-4,'s negligence, Plaintiff suffered serious injuries to his body and mind, causing substantial amounts of pain and suffering which will continue into the future and upon a permanent basis.

25. As a further direct and proximate result of Jordan Leeman, individually or in conjunction with John Does #1-4,'s negligence, Plaintiff suffered and incurred expenses for medical care, treatment, and lost wages and earnings capacity, which he will continue to incur for an indeterminate period of time in the future.

COUNT II – NEGLIGENT ENTRUSTMENT

(Jordan Leeman or John Does #1-4)

26. Plaintiff realleges all paragraphs above as though fully rewritten herein.

27. One of Defendant Jordan Leeman or John Does #1-4, was the legal owner of the vehicle being operated by Defendant Jordan Leeman or John Does #1-4, at the time of the above-described collision with Plaintiff's vehicle.

28. Jordan Leeman or John Does #1-4 negligently entrusted their motor vehicle to Jordan Leeman, individually or in conjunction with John Does #1-4, when they knew or had

reason to know Jordan Leeman, individually or in conjunction with John Does #1-4, was not a reasonably safe, careful and prudent driver.

29. As a direct and proximate result of the combined negligence of the Defendants, Plaintiff suffered serious injuries to both his body and mind, causing substantial amounts of pain and suffering which will continue into the future and upon a permanent basis.

30. As a further direct and proximate result, Plaintiff suffered and incurred expenses for medical care, treatment, and lost wages, which he will continue to incur for an indeterminate period of time in the future.

31. As a further result of the Defendants' negligence, the Plaintiff suffered damage to his vehicle, and has incurred towing, storage and rental car costs and loss of deductible.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a) Compensatory damages in an amount in excess of twenty-five thousand dollars (\$25,000.00), but currently unspecified pursuant to Ohio Rules of Civil Procedure 8(A) and 54(C), plus costs incurred in this action, plus interest and attorney's fees;
- b) A declaration that Plaintiff is insured for purposes of Medpay and UM/UIM coverages afforded under the motor vehicle insurance policies issued by Defendant Nationwide Insurance Company of America, the damages Plaintiff sustained as a result of the accident fall within the policies' insuring agreements for Medpay and UM/UIM coverage, Plaintiff has satisfied all coverage conditions, and the policies' exclusions do not preclude coverage;
- c) A declaration that Defendant Nationwide Insurance Company of America is not entitled to reimbursement/subrogation unless and until Plaintiff is made whole and Plaintiff's litigation fees and expenses are deducted from any recovery;

- d) A declaration that Plaintiff is entitled to medical benefits payments pursuant to a contract of insurance with Defendant Nationwide Insurance Company of America;
- e) Legal interest on such damages awarded from the date of judgment until paid; and,
- f) Any other such relief to which this Court deems equitable.

Respectfully submitted,

/s/ Ross Partin

Ross Partin (0103461)
CAJACOB LAW GROUP
670 Meridian Way, Suite 107
Westerville, OH 43082
Ph: (380) 244-2237
Fax: (614) 364-4800
ross@cajacoblawgroup.com
Attorneys for Plaintiff

JURY DEMAND

Now comes Plaintiff, by and through the undersigned counsel, and hereby demands a jury with the maximum number of jurors permitted by law in the above-captioned case.

Respectfully submitted,

/s/ Ross Partin

Ross Partin (0103461)

Attorney for Plaintiff