

**IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
CIVIL DIVISION**

FANTA KAMARA
4526 Maize Road, Apt. F
Columbus, Ohio 43224

Plaintiff,

vs.

CHRISTOPHER KOPP
225 West Johnstown Road, Unit 2H
Columbus, Ohio 43220

and

NATIONWIDE MUTUAL INSURANCE
COMPANY
1 West Nationwide Boulevard
Columbus, Ohio 43215

and

OHIO DEPARTMENT OF MEDICAID
c/o Maureen M. Corcoran, Director
50 West Town Street, Suite 400
Columbus, Ohio 43215

Defendants.

**COMPLAINT WITH JURY DEMAND
ENDORSED HEREON**

COMPLAINT

FIRST CLAIM - NEGLIGENCE

1. On or about June 7, 2024, in Columbus, Franklin County, Ohio, Defendant Christopher Kopp negligently operated a motor vehicle by failing to yield while attempting to execute a left turn and/or failing to obey a traffic control device.
2. As a direct and proximate result of Defendant Christopher Kopp's negligence, the vehicle operated by Defendant Christopher Kopp collided with the vehicle lawfully operated by Plaintiff Fanta Kamara near the intersection of Cleveland Avenue and Innis Road.
3. As a direct and proximate result of Defendant Christopher Kopp's negligence, Plaintiff Fanta

Kamara suffered permanent injuries and damages to her body, including but not limited to her head, neck, back, hip, knee, ankle and other parts of her body, causing physical pain, suffering, discomfort, emotional and mental distress, loss of enjoyment of life, physical impairment and inability to perform ordinary activities, all of which and will continue to cause her to endure substantial pain and suffering.

4. As a direct and proximate result of Defendant Christopher Kopp's negligence, Plaintiff Fanta Kamara has incurred bills for necessary services in an amount undetermined at present and expects to incur additional such expenses into the indefinite future.
5. As a direct and proximate result of Defendant Christopher Kopp's negligence, Plaintiff Fanta Kamara has lost income and will lose income into the indefinite future.

SECOND CLAIM – NATIONWIDE INSURANCE COVERAGE

6. Plaintiff Fanta Kamara hereby incorporates each and every allegation contained in paragraphs one (1) through five (5) of this Complaint as if fully rewritten herein.
7. At all times pertinent to this Complaint, Defendant Christopher Kopp was an uninsured or underinsured motorist.
8. At all times pertinent to this Complaint, Plaintiff Fanta Kamara had a contract for automobile insurance with and/or qualified as an insured pursuant to one or more insurance policies issued by Defendant Nationwide Mutual Insurance Company (hereinafter "Nationwide"), which avails Plaintiff Fanta Kamara of uninsured and underinsured motorist coverage for her loss as pleaded under the First Claim of this Complaint.
9. At all times pertinent to this Complaint, Plaintiff Fanta Kamara had a contractual right of medical payments coverage with Nationwide, such that Nationwide is obligated to pay and/or already has paid such medical payments coverage entitling Nationwide to a right of subrogation, making Nationwide a real party in interest and/or necessary party to these proceedings.
10. As a direct and proximate result of Defendant Christopher Kopp's negligence, Plaintiff Fanta

Kamara has incurred uncompensated losses as a result of the collision on June 7, 2024.

THIRD CLAIM – MEDICAID SUBROGATION

11. Plaintiff Fanta Kamara hereby incorporates each and every allegation contained in paragraphs one (1) through ten (10) of this Complaint as if fully rewritten herein.
12. Defendant Ohio Department of Medicaid (hereinafter “Medicaid”) paid medical bills on behalf of Plaintiff Fanta Kamara for treatment related to injuries suffered in the collision described herein.
13. Medicaid has asserted or is expected to assert a statutory right of subrogation pursuant to Ohio R.C. §§ 5160.37 and 5160.38 regarding any financial recovery that Plaintiff Fanta Kamara may receive.
14. Medicaid is a necessary party to this action.

WHEREFORE, Plaintiff requests judgment against Defendants as follows:

- I. On the First Claim, judgment against Defendant Christopher Kopp in an amount to be determined in excess of Twenty-Five Thousand Dollars \$25,000.00;
- II. On the Second Claim, judgment against Nationwide in an amount to be determined in excess of Twenty-Five Thousand Dollars \$25,000.00;
- III. On the Third Claim, judgment that Medicaid assert and prove the legal, factual, contractual and statutory basis for its lien/subrogation interest and the Court determine the legal subrogation rights of Medicaid;
- IV. Interest (pre- and post-judgment), costs and attorney fees;
- V. For any and all other such relief to which Plaintiff may be entitled at equity or in law.

Respectfully Submitted,

/s/ Jordan D. Thomas, Esq.

Jordan D. Thomas (0103155)

Paul W. Steele (0081043)

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Counsel for Plaintiff

JURY DEMAND

Now comes Plaintiff, by and through counsel, and demand trial of the within cause to a jury of eight (8) persons.

/s/ Jordan D. Thomas, Esq.

Jordan D. Thomas (0103155)

Paul W. Steele (0081043)

Counsel for Plaintiff