

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

**WILLIAM HOLLON**

14696 Mansfield Road

Athens, OH 45701

Plaintiff,

vs.

**AWASH TRANSPORT LTD.**

c/o Lavaughn Siggers

2021 E. Dublin Grandville Rd., #242

Columbus, OH 43229

and

**GEICO INSURANCE COMPANY One**

GEICO Plaza

Washington, DC 20076

and

**JOHN DOES #1**

Names and Addresses Unknown

and

**JOHN DOES 2-5**

Names and Addresses Unknown

and

**OHIO DEPARTMENT OF MEDICAID**

150 E. Gay Street, 21<sup>st</sup> Floor

Columbus, OH 43215

Defendants.

CASE NO.:

JUDGE:

**COMPLAINT**

Type: Personal Injur

Now comes Plaintiff William Hollon, by and through undersigned counsel, and for his  
Complaint against the above-named Defendants, states and avers as follows:

## **FIRST CLAIM**

1. Plaintiff William Hollon states that on or about June 27, 2023, he was parked and resting in his car in a parking lot located at the northwest corner of W. Broad Street and Georgesville Road in Columbus, Franklin County, Ohio.

2. While Plaintiff's vehicle was stopped, it was struck in the rear side by the vehicle being operated by Defendant John Doe #1, who negligently failed to avoid colliding with a parked vehicle ["the collision"] and then fled the scene without being identified.

3. Defendant John Doe #1 was negligent and such negligence directly and proximately caused the collision.

4. Plaintiff was not negligent regarding the cause of the collision.

5. As a direct and proximate result of the negligence of Defendant John Doe #1, Plaintiff was caused to suffer personal injury, economic and non-economic damages.

6. As a direct and proximate result of the above, Plaintiff has been injured in an amount exceeding \$25,000 but which cannot be stated with specificity.

## **SECOND CLAIM**

7. Plaintiff here incorporates all facts and allegations set forth above.

8. At all times relevant hereto, Defendant John Doe # 1 was working within the course and scope of his employment for Defendant Awash Transport Ltd. [hereinafter Awash Transport].

9. Defendant Awash Transport owed a duty to Plaintiff to properly train, hire, supervise, and/or certify their employees to operate motor vehicles.

10. Defendant Awash Transport negligently hired, trained, supervised and retained employee John Doe #1.

11. As a direct and proximate result of Awash Transport's negligence, Plaintiff experienced injuries in an amount exceeding \$25,000 but which cannot be stated with specificity.

### **THIRD CLAIM**

12. Plaintiff here incorporates all facts and allegations set forth above.

13. At all times, Plaintiff was insured by Defendant Geico Insurance Company [hereinafter "Geico"].

14. Defendant Geico is a foreign company which is licensed by the Ohio Department of Insurance to conduct business in the State of Ohio, which such business includes the sale of motor vehicle insurance policies.

15. Plaintiff, at all times, was covered for the above-referenced motor vehicle collisions under Policy Number 6075-52-60-19, attached as Exhibit 1.

16. At all times, Plaintiff was, and is, considered "insured" under the policy of motor vehicle insurance issued to Plaintiff by Geico.

17. Plaintiff has completely complied with all conditions contained in the above-referenced policy of motor vehicle insurance issued to Plaintiff by Geico .

18. Defendant Geico has breached the terms of the contract set forth in the policy of insurance by failing to negotiate an uninsured motorist claim in good faith.

19. Defendant Geico is joined herein because it claims, or may claim, a right of subrogation in relation to certain medical expenses paid on behalf of Plaintiff. Therefore, Defendant Geico is a necessary party to the within litigation.

20. Defendant Geico is also joined herein because the identity of the at fault driver and insurance policy limits of other Defendants are presently unknown and, therefore, Plaintiff

presents an uninsured and or underinsured claim or claims. See *Sarmiento v. Safeco Mut. Cas. Co.* 106 Ohio St. 3d 403.

21. Plaintiff demands that Defendant Geico protect its own interests and incur its own attorney's fees and expenses in relation to protection of any subrogation or set-off interests.

22. Plaintiff demands all rights accorded to him under the subject Geico policy of insurance should an underinsured or medical payments claim be presented.

23. As a direct and proximate result of the above, Plaintiff has been injured in an amount exceeding \$25,000 but which cannot be stated with specificity.

24. Plaintiff further demands that if Defendant Geico fails to defend itself that Defendant Geico be deemed to have waived and/or forfeited any rights it may have had for subrogation, set-off and/or reimbursement for monies issued pursuant to the medical payments provision of the applicable insurance policy.

#### **FOURTH CLAIM**

25. Plaintiff here incorporates all facts and allegations set forth above.

26. Plaintiff bring this action against Defendants John Does 2-5, whose names and addresses are currently unknown to Plaintiffs but who may be responsible for Plaintiffs' injuries as alleged herein. Plaintiffs will amend this Complaint once such parties are identified.

27. Defendants John Does 2-5 identities are currently unknown and cannot, presently, be reasonably ascertained with due diligence. Ohio Civ. R. 15 is expressly referenced and, by such reference, incorporated herein.

28. The collision causing injury to Plaintiffs was a direct and proximate result of the negligence or other actionable conduct of Defendants.

29. As a direct and proximate result of the negligence or other actionable conduct

of Defendants, Plaintiffs were caused to suffer those injuries described in the above ¶'s.

30. As a direct and proximate result of the above, Plaintiff has each been injured in an amount exceeding \$25,000 but which cannot be stated with specificity.

#### **FIFTH CLAIM**

31. Plaintiff here incorporates all facts and allegations set forth above.

32. Ohio Department of Medicaid ["ODM"] is a State of Ohio entity which provides health care coverage to certain residents in the State of Ohio.

33. ODM is joined pursuant to O.R.C.P. 19 because ODM claims to have, or may claim to have, a subrogation interest arising from the collision.

34. The case number assigned by ODM to Plaintiff William Hollon for injuries sustained in this collision is 1287953.

35. ODM may have provided health care coverage to Plaintiff at the time of collision and/or during the time period when Plaintiff treated for injuries arising from the collision.

36. ODM paid, or may have paid, some of Plaintiff 's collision-related medical bills.

37. Plaintiff demands that ODM protect its own interests and incur its own attorney's fees and expenses in relation to protection of any asserted subrogation interests.

38. Plaintiff demands that ODM provide an itemization of any asserted subrogation interest.

39. Plaintiff further advises that if ODM does not defend itself then ODM may be subject to a motion requesting that a declaratory judgment be issued that ODM be deemed to have waived and/or forfeited any rights it may have had for subrogation and/or reimbursement

for monies issued to pay any of Plaintiff's medical bills arising from the collision.

**WHEREFORE**, Plaintiff demands judgment against the Defendants for compensatory damages, personal injury, economic and/or non-economic loss, declaratory judgment and/or waiver of asserted liens, attorney fees and costs and expenses incurred, herein.

Respectfully submitted,

/s/ Kenneth Boyer, Esq.

Kenneth Boyer, Esq. (0095606)

Thomas F. Martello, Jr. (0058601)

**THE BUCKEYE LAW GROUP, INC.**

20 E. Broad Street, Suite 300

Columbus, Ohio 43215

Phone: (614) 324-9812

Fax: (614) 704-5749

KBoyer@BuckeyeLawGroup.com

Tmartello@BuckeyeLawGroup.com

*Attorneys for Plaintiff*



Tel: 1-800-841-3000

GEICO Secure Insurance Company  
One GEICO Center  
Macon, GA 31295-0001

## Declarations Page

This is a description of your coverage.  
Please retain for your records.

**Policy Number: 6075-52-60-19**

### Coverage Period:

04-04-23 through 10-04-23

Your coverage begins and ends at 12:01am local time at the address of the named insured.

Endorsement Effective: 05-03-23

Date Issued: May 3, 2023

WILLIAM HOLLON  
1169 BRYDEN RD APT 120  
COLUMBUS OH 43205-2493

Email Address: whollon1962@gmail.com

### Named Insured

William A Hollon

### Additional Drivers

None

<u>Vehicle</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2021 Honda Hr-V	3CZRU5H16MM733074	COLUMBUS OH 43205-2493	Honda Financial Services

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>
Bodily Injury Liability Each Person/Each Occurrence	\$25,000/\$50,000	\$263.01
Property Damage Liability	\$25,000	\$375.24
Uninsured Motorists Bodily Injury Each Person/Each Occurrence	\$25,000/\$50,000	\$104.25
Underinsured Motorist Each Person/Each Occurrence	\$25,000/\$50,000	\$14.55
Comprehensive (Excluding Collision)	\$500 Ded	\$76.95
Collision	\$500 Ded	\$547.00
Rental Reimbursement	\$30 Per Day \$900 Max	\$63.05
<b>Total Six Month Premium</b>		<b>\$1,444.05</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

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**Endorsement** Page 5 of 6

\*200001607552601934094006889\*

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

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**Discounts**

**The total value of your discounts is** **\$1,654.85**

Anti-Theft .....	\$4.05
Driving Experience .....	\$809.04
Telematics Discount .....	\$812.28
Sponsored Marketing .....	\$29.48

**The following discounts have also been applied**

Financial Responsibility .....	Included
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**Contract Type:** A30OH

**Contract Amendments:** ALL VEHICLES - A30OH SIGPGCW

**Unit Endorsements:** UE316(VEH 1)

**Important Policy Information**

- Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- Please review the front and/or back of this page for your coverage and discount information.
- A credit or discount has been applied to this policy: Sponsored Marketing.
- Coverages and/or limits were changed as you requested or due to state requirements.
- Confirmation of coverage has been sent to your lienholder and/or additional insured.
- You are receiving a \$29.48 reduction based on your membership in Ohio University Alumni Association.