

JOSHUA RENFROE and
SAMMIE RENFROE

11TH JUDICIAL DISTRICT COURT

VERSUS

SABINE PARISH

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, GEICO
INDEMNITY COMPANY, TEXAS
FARM BUREAU MUTUAL INSURANCE
COMPANY, PRESTON GRAY MILAM,
And PRESTON R. MILAM, JR.

STATE OF LOUISIANA

PETITION FOR DAMAGES

The petition of **JOSHUA RENFROE** and **SAMMIE RENFROE**, who respectfully represents:

1.

Made defendants herein are:

- A. **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY**, a foreign insurance company authorized to do and doing business in the State of Louisiana;
- B. **GEICO INDEMNITY COMPANY**, a foreign insurance company authorized to do and doing business in the State of Louisiana;
- C. **TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY**, an insurance company;
- D. **PRESTON GRAY MILAM**, 823 Berry, Madisonville, Texas; and
- E. **PRESTON R. MILAM, JR.**, 248 Blanchard, Natchitoches, Louisiana, a citizen of the State of Louisiana.

2.

This is a survival action, wrongful death, and injury case arises from a two vehicle head-on collision on LA Hwy. 6 on Pendleton Bridge when the defendant crossed the centerline and struck the plaintiffs vehicle causing the death of Joseph Renfroe and injury to Joshua Renfroe.

3.

SAMMIE RENFROE is the natural mother of Joseph Renfroe who was not married and had no children.

4.

On or about December 4, 2010, defendant **PRESTON GRADY MILAM** was operating a 2008 Ford owned by defendant, **PRESTON R. MILAM, JR.** traveling eastbound on LA Hwy. 6 crossing Toledo Bend Lake on Pendleton Bridge.

5.

At that same time, Joseph Renfroe was the operator of a 2007 Jeep traveling westbound on LA Hwy. 6.

6.

PRESTON GRADY MILAM crossed centerline and entered the westbound lane of travel.

7.

The **MILAM** vehicle impacted the **RENFROE** vehicle in a "head-on" type collision in the westbound travel lane of LA 6 in Sabine Parish, Louisiana.

8.

This area of LA Hwy. 6 is a two (2) lane bridge that crosses Toledo Bend.

9.

As a result of the above described collision, petitioner **JOSHUA RENFROE** sustained injuries to his mind and body.

10.

As a result of the above described collision, Joseph Renfroe sustained injuries to his mind and body.

11.

As a result of the injuries sustained in the automobile collision, Joseph Renfroe

died.

12.

The collision, injuries and death were caused by the negligence, fault and/or strict liability of the defendants of the following, non-exclusive particulars:

- a. Driving in wrong lane of travel;
- b. Crossing the centerline;
- c. Driving left of center;
- d. Impaired;
- e. Inattentive or distracted;
- f. Failing to maintain a proper lookout;
- g. Failing to maintain control of his vehicle;
- h. Failing to see what he should have seen;
- i. Failing to take appropriate action to avoid or mitigate the accident, when, in the exercise of due care he should have had ample time and opportunity to do so;
- j. Exceeding the posted speed limit or exceeding a safe speed limit under the circumstances;
- k. Failure to comply with applicable ordinances and laws;
- l. Violating the motor vehicle and traffic laws and ordinances of the State of Louisiana and the Parish of Sabine;
- m. Negligent entrustment; failure to supervise, institute, promulgate, train, and impose appropriate guidelines and restrictions in the use of automobiles; and
- n. Other acts of fault, negligence and strict liability which will be obtained through discovery and/or proven at trial.

13.

Plaintiffs plead the principle of *res ipsa loquitur*.

14.

As a result of the above described accident, petitioner, **SAMMIE RENFROE**, sustained the following, non-exclusive, damages:

- a. Survival action and wrongful death action under Louisiana Civil Code and Louisiana Law;
- b. Pain and suffering;
- c. Physical and mental pain and anguish suffered by Joseph Renfroe prior to death;
- d. Loss of enjoyment of her son, Joseph Renfroe's life, petitioner's grief, shock, sorrow, and loss of love and affection of her son, past and future;
- e. Funeral expenses;
- f. Medical expenses; and
- g. Punitive damages.

15.

As a result of the above described accident, petitioner, **JOSHUA RENFROE**, sustained the following, among other, past, present and future damages:

Pain and suffering;

Disfigurement;

Grief, shock, humiliation and emotional distress;

Loss of enjoyment of life and disruption of family life;

Loss of past earnings;

Loss of anticipated future earnings or profits;

Loss of earning capacity;

Disability;

Medical expenses;

Punitive Damages;

Penalties;

Attorney's fees;

Interest;

Cost.

16.

At the time of the accident, defendant, STATE FARM MUTUAL AUTOMOBILE

INSURANCE COMPANY, had in full force and effect a policy of liability insurance, under the terms, conditions and provisions of which said company assumed liabilities for damages such as those sued for herein by petitioners.

17.

At the time of the accident, defendant, **GEICO INDEMNITY COMPANY**, had in full force and effect a policy of insurance, under the terms, conditions and provisions of which said company assumed liabilities for damages such as those sued for herein by petitioners including but not limited to UM, PIP, and death benefit.

18.

At the time of the accident, defendant, **TEXAS FARM BUREAU INSURANCE COMPANY**, had in full force and effect a policy of insurance, under the terms, conditions and provisions of which said company assumed liabilities for damages such as those sued for herein by petitioners including but not limited to UM and medical payments.

WHEREFORE, petitioners, **JOSHUA RENFROE** and **SAMMIE RENFORE**, pray:

1. That the defendants be served with a copy of this Petition and duly cited to appear and answer same;
2. That after due proceedings had, there be judgment rendered herein in favor of petitioners and against the defendants, **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, GEICO INDEMNITY COMPANY, TEXAS FARM BUREAU INSURANCE COMPANY, PRESTON GRADY MILAM, and PRESTON R. MILAM, JR.**, in solido, as allowed by law and/or contract for such damages as are reasonable in the premises, together with the maximum legal interest from date of judicial demand until paid and for all costs of this proceeding; and
3. For full, general and equitable relief.

Respectfully submitted,

NEBLETT, BEARD & ARSENAULT
2220 Bonaventure Court
P.O. Box 1190
Alexandria, LA 71309-1190
(318)487-9874

By: _____

DAVID O. WALKER - 14480

SERVICE INFORMATION:

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

Through their agent for service of process,
Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809

GEICO INDEMNITY COMPANY

Through their agent for service of process,
Louisiana Secretary of State
8585 Archives Avenue
Baton Rouge, LA 70809

PRESTON R. MILAM, JR.

248 Blanchard Street
Natchitoches, LA 71457

TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY

VIA LOUISIANA LONG-ARM

PRESTON GRADY MILAM

VIA LOUISIANA LONG-ARM

TO: COMMISSIONER OF INSURANCE
P.O. Box 94214, Baton Rouge, LA 70804
FROM: CLERK OF COURT, PARISH OF SABINE
RE: R.S. 9:2800.6

Section A shall be obtained by the Clerk of Court at the time suit is filed and submitted to the Commissioner of Insurance within 30 days of filing. Section A shall also be completed at the time judgment becomes definitive.

A. INITIAL INFORMATION:

1. Suit Caption: JOSHUA RENFROE and SAMMIE RENFROE on behalf of her deceased son, JOSEPH RENFROE versus STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, et al

a) Parish: Sabine b) Docket Number: _____
c) Judicial District: 11th d) Filing Date: _____

e) Type Suit:

- | | |
|--|--|
| 1. <input checked="" type="checkbox"/> Auto | 7. <input type="checkbox"/> Professional Liability |
| 2. <input type="checkbox"/> Uninsured Motorist | <input type="checkbox"/> a. Medical |
| 3. <input type="checkbox"/> Government Liability | <input type="checkbox"/> b. Legal |
| 4. <input type="checkbox"/> General Liability | <input type="checkbox"/> c. Architectural |
| 5. <input type="checkbox"/> Products Liability | <input type="checkbox"/> d. Accounting |
| 6. <input type="checkbox"/> Property Damage | <input type="checkbox"/> e. Engineering |
| | 8. <input type="checkbox"/> Other |

2. Nature of Injuries (if ascertainable from petition):

Section B shall be obtained by the Clerk of Court and submitted to the Commissioner of Insurance within 30 days of definitive judgment. (Section A(1)(a-c) must also be completed in order to accurately report).

B. JUDGMENT INFORMATION:

1. Judgment by Merit Trial:

a) Judge Jury
b) For the Plaintiff For the Defendant
c) Judgment awarded, exclusive of interest and cost:

1. - 0 -
2. More than - 0 - but less than \$10,000
3. More than \$10,000 but less than \$25,000
4. More than \$25,000 but less than \$50,000
5. More than \$50,000 but less than \$100,000
6. More than \$100,000 but less than \$250,000
7. More than \$250,000 but less than \$500,000
8. More than \$500,000 but less than \$750,000
9. More than \$750,000 but less than \$1,000,000
10. More than \$1,000,000 but less than \$2,000,000
11. \$2,000,000 or more

2. Appeal Status:

a) Appeal entered b) No Appeal Entered

Section C shall be completed by the Clerk of Court and submitted to the Commissioner of Insurance within 30 days of dismissal.

C. DISMISSAL INFORMATION:

1. Date of Dismissal: _____
2. With Prejudice Without Prejudice

D. A processing fee of \$10.00 shall be taxed as cost of court in each suit on which the information required by this section is submitted by the Clerk of Court. Upon rendering of judgment under Section B of this form or dismissal under Section C of this form, \$5.00 shall be paid to the Commissioner of Insurance by the Clerk of Court and \$5.00 shall be retained by the Clerk from the court costs paid in Section D.

CLERK OR DEPUTY CLERK: _____