**COMMONWEALTH OF KENTUCKY**

**COUNTY CIRCUIT COURT**

**DIVISION \_\_\_**

**CIVIL ACTION NO.: 99-CI-99999**

***Electronically Filed***

PLAINTIFF 1 PLAINTIFF

VS.

DEFENDANT 1 DEFENDANT

**COMPLAINT**

Plaintiff, Plaintiff 1 (hereinafter, the “Plaintiff”), by and through undersigned Counsel, for its Complaint against Defendant, Defendant 1 (hereinafter, the “Defendant”, and collectively with the Plaintiff, the “Parties”), states as follows:

**THE PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff is a corporation authorized to conduct business pursuant to the laws of the Commonwealth of Kentucky, with an address of Address, City, State Zip.
2. Upon information and belief, the Defendant is and has been at all relevant times a resident of Kentucky with an address of Address, City, State Zip.
3. Jurisdiction is proper in County Circuit Court pursuant to KRS §23A.010 and KRS §418.040.
4. Venue is proper in County County, Kentucky pursuant to KRS §452.460 as the Defendant resides in County County, Kentucky.
5. The amount in controversy, excluding interest and costs, exceeds the jurisdictional minimum of this Court.

**BACKGROUND, INTRODUCTION, AND NATURE OF THE CASE**

1. Plaintiff restates, reiterates, and incorporates herein by reference each and every allegation set forth in Paragraphs 1 through 6 above of its Complaint, as if fully set forth herein.
2. The Plaintiff’s insured and the Defendant were involved in a motor vehicle collision on Month Day, Year in City, State. The relevant “Kentucky Uniform Police Traffic Collision Report” (the “Accident Report”) is attached as Exhibit A.
3. The Accident Report reflects, the Plaintiff-insured motor vehicle was traveling northbound on 7th street when the Defendant’s vehicle turned southbound onto 7th street from 11th street. The Defendant’s vehicle fishtailed and collided head-on with the Plaintiff’s insured.
4. As a result of the relevant collision, the Plaintiff-insured motor vehicle was damaged, which Plaintiff became obligated to, and did, pay for and on behalf of its insured.
5. Plaintiff is subrogated to its insured’s claims for the amount of insurance paid for and on behalf of the insured in this matter.
6. The Accident Report reflects “Overcorrecting/Oversteering” as the human factor relevant to the collision.
7. At the time of the collision, the Defendant was the owner and operator of the relevant vehicle which collided with Plaintiff’s insured.
8. Upon information and belief, the Defendant had a Progressive insurance policy at the time of the collision, which the company could not verify any active policy.
9. As a result of this collision, Plaintiff suffered loss related to property damages and loss of deductible.
10. Defendant has failed to compensate Plaintiff for the property damages to Plaintiff’s insured, for which the Defendant is responsible, in the amount of Twenty-Four Thousand Eleven Dollars and Eighty-Cents ($24,011.80).

**COUNT I: NEGLIGENCE**

1. Plaintiff restates, reiterates, and incorporates herein by reference each and every allegation set forth in Paragraphs 1 through 15 above of its Complaint, as if fully set forth herein.
2. All persons operating a motor vehicle have a general duty to operate such motor vehicle in a reasonable and safe manner and without causing damage to persons or property.
3. Pursuant to KRS §304.39-080, every owner and/or operator of a motor vehicle registered in Kentucky has a duty to maintain relevant insurance coverage.
4. As a result of the Defendant’s failure to adhere to the relevant insurance statutes, the Defendant breached the statutory standard of care and caused the resulting damages to Plaintiff.
5. As a result of the Defendant’s failure to control her relevant vehicle, the Defendant breached the statutory standard of care of operating a motor vehicle, thus causing the resulting damages to Plaintiff.
6. That had it not been for the negligent manner in which the Defendant operated the relevant vehicle, said collision would not have caused Plaintiff-insured to incur its loss.
7. As a direct and proximate cause of Defendant’s breaches, Plaintiff-insured has suffered damages for which Plaintiff is entitled to recover.

**COUNT II: UNJUST ENRICHMENT/QUANTUM MERUIT**

1. Plaintiff reinstates and incorporates herein by reference each and every allegation set forth in Paragraphs 1 through 22 above of its Complaint, as if fully set forth herein.
2. The Defendant has been enriched by virtue of its non-payment of monies owed to Plaintiff.
3. The Defendant’s enrichment has come at the cost to the Plaintiff, who has paid for the damages that were the Defendant’s legal obligation and duty to pay.
4. It is unjust and inequitable that the Defendant should be enriched at the expense of Plaintiff.
5. As a result of the Defendant’s unjust enrichment at the Plaintiff’s expense, Plaintiff has suffered harm for which it is entitled to recover.

**COUNT III: DECLARATORY RELIEF**

1. Plaintiff restates, reiterates, and incorporates herein by reference each and every allegation set forth in Paragraphs 1 through 27 above of its Complaint, as if fully set forth herein.
2. Plaintiff takes the position that the Defendant owed a duty to Plaintiff under Kentucky law and common law and such duty has been breached.
3. Pursuant to KRS §418.040 and CR 57, Plaintiff is an interested person in this action.
4. Based upon the foregoing, an actual justiciable controversy exists between the Parties.
5. This Court should resolve this controversy by determining the rights, duties, and obligations that exist between the Parties.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for relief on its Complaint as follows:

1. Judgment on Counts I, II, and III in favor of Plaintiff and against the Defendants.
2. Judgment in favor of Plaintiff and against the Defendants in the amount of Twenty-Two Thousand Eleven Dollars and Eighty-Cents ($22,011.80); deductible of Two Thousand Dollars ($2,000.00); for a total due of Twenty-Four Thousand Eleven Dollars and Eighty-Cents ($24,011.80), jointly and severally.
3. Plaintiff be awarded post-judgment interest at the statutory rate of six percent (6%), until the balance is paid in full.
4. Plaintiff be awarded reasonable attorney fees; all costs, fees, and expenses expended herein; and all collection-related costs and expenses.
5. Any and all other legal and equitable relief in which Plaintiff may be entitled, on all issues so triable.
6. Leave to amend, if necessary.

Respectfully Submitted,

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