

NORTH CAROLINA

FORSYTH COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

09 CVS 3530

TERRY WAYNE WOOD,)

Plaintiff,)

v.)

JEREMY NUNNERY,)
NORTH CAROLINA FARM)
BUREAU MUTUAL INSURANCE)
COMPANY & FIREMEN'S)
INSURANCE COMPANY OF)
WASHINGTON, D.C.)

Defendants.)

COMPLAINT
(Jury Trial Demanded)

FILED
2009 APR 30 PM 2:16
FORSYTH COUNTY, N.C.
BY [Signature]

COMES NOW, Plaintiff by and through counsel, complaining of the Defendants and hereby alleges the following:

1. Plaintiff, Terry Wayne Wood, is a citizen and resident of Winston-Salem, Forsyth County, North Carolina and is of suitable age and discretion.
2. Defendant, Jeremy Nunnery, [hereinafter "Defendant Driver"] is a citizen and resident of Johnston County, North Carolina and is of suitable age and discretion.
3. On or about May 10, 2006, at approximately 5:38 p.m. the Plaintiff was the driver of a 1997 Freightliner truck bearing Maryland license plate 256E07, and was traveling West on US 421 in Dunn, Harnett County, North Carolina.
4. At or about the time set out above, the Defendant Driver was operating a 2006 Suzuki Motorcycle and was traveling South across US 421 in Dunn, Harnett County, North Carolina when a collision occurred with the Plaintiff.
5. The above collision occurred when the Defendant Driver pulled out of a public vehicular area, and ran into the passenger side of the Plaintiff's vehicle.
6. As a result of such collision, Plaintiff was injured.
7. The Defendant Driver was negligent as follows:
 - a) Failing to keep, exercise, and maintain a careful, effective and proper lookout;
 - b) Failing to keep, exercise, and maintain proper control of the vehicle;

- c) Failing to start, stop, or turn the vehicle from a direct line without first determining that such movement could be made in safety, in violation of G.S. §20-154;
 - d) Driving a motor vehicle upon a public roadway without due caution and circumspection, at a speed and in such a manner so as to endanger or be likely to endanger the person and property of others, in violation of G.S. §20-140(b);
 - e) Drove a motor vehicle upon a public roadway in a careless and heedless manner, in willful and wanton disregard of the rights and safety of others, in violation of G.S. §20-140(a);
 - f) Drove a motor vehicle upon a public roadway at a speed greater than is reasonable and prudent under the conditions then existing, in violation of G.S. §20-141(a);
 - g) Failing to decrease speed as may be necessary to avoid colliding with any person, vehicle or other conveyance and to avoid injury to any person or property, in violation of G.S. § 20-141(m);
 - h) Drove in a careless and reckless manner, in violation of G.S. §20-140;
 - i) Drove a motor vehicle and/or a motorcycle on a public highway without being properly licensed, in violation of G.S. § 20-7;
 - j) Failing to exercise the degree of care that a reasonably prudent person would have exercised under the same or similar circumstances then existing; and
 - k) Was negligent in other respects to be proven at the trial of this case.
8. As a direct and proximate result of the above negligence of the Defendant Driver, the Plaintiff was injured.
9. As a further result of the Defendant Driver's negligence, the Plaintiff incurred medical bills, lost wages, pain and suffering, mental anguish, scarring, permanent injuries and such further injuries to be proven at trial.
10. Upon information and belief and at all times complained of herein, Defendant North Carolina Farm Bureau Mutual Insurance Company, contracted with the Plaintiff to provide uninsured motorists coverage (UM) protecting him and guest passengers from uninsured motorists.
11. Upon information and belief, the 2006 Suzuki motorcycle described above was an uninsured motor vehicle.

12. Upon information and belief and at all times complained of herein, Defendant North Carolina Farm Bureau Mutual Insurance Company provides uninsured motorists coverage (UM) to Plaintiff for damages arising from the above described collision under the insurance coverage described in averment ten (10) above.

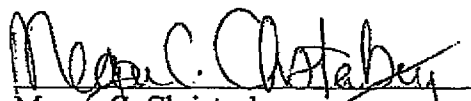
13. Upon information and belief and at all times complained of herein, Defendant Firemen's Insurance Company of Washington, D.C., contracted with Allied Products Inc. to provide uninsured motorists coverage (UM) to protect Plaintiff and those similarly situated from uninsured motorists

14. Upon information and belief and at all times complained of herein, Defendant Firemen's Insurance Company of Washington, D.C. provides uninsured motorists coverage (UM) to Plaintiff for damages arising from the above described collision under the insurance coverage described in averment thirteen (13) above.

WHEREFORE, the Plaintiff respectfully prays the Court that:

1. The Plaintiff have and recover judgment against the Defendants for an amount in excess of Ten-Thousand Dollars (\$10,000) in compensatory damages, together with interest as allowed by law;
2. All costs of this action be taxed against the Defendants;
3. That attorneys fees be allowed and taxed to Defendants;
4. A jury trial be granted; and
5. For such other relief as shall be deemed just and proper.

This is the 2nd day of April, 2009.


Megan C. Christenbury
N.C. Bar 32614
4319 High Point Road
Greensboro, North Carolina 27407
Phone (336) 617-6125
Fax (336) 285-5425

NORTH CAROLINA
FORSYTH COUNTY
TERRY WAYNE WOOD,

FILED
IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
09 CVS 3520
2009 JUN 15 PM 12:51
FORSYTH COUNTY, N.C.
BY *[Signature]*

JUN 15 2009
[Signature]

Plaintiff,

v.

DEFENDANT FIREMEN'S
INSURANCE COMPANY OF
WASHINGTON, DC'S ANSWER TO
COMPLAINT

JEREMY NUNNERY,
NORTH CAROLINA FARM
BUREAU MUTUAL INSURANCE
COMPANY & FIREMAN'S
INSURANCE COMPANY OF
WASHINGTON, D.C.

Defendants.

COMES NOW defendant Firemen's Insurance Company of Washington, DC, through counsel, and hereby respond to the Complaint of the Plaintiff as follows:

1. Upon information and belief the allegations contained in paragraph 1 of the Complaint are admitted.
2. Upon information and belief the allegations contained in paragraph 2 of the Complaint are admitted.
3. Upon information and belief the allegations contained in paragraph 3 of the Complaint are admitted.
4. Upon information and belief the allegations contained in paragraph 4 of the Complaint are admitted.
5. Upon information and belief the allegations contained in paragraph 5 of the Complaint are admitted.
6. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 6 are denied.
7. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 7 are denied.
8. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 8 are denied.

9. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 9 are denied.
10. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 10 are denied.
11. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 11 are denied.
12. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 12 are denied.
13. It is admitted that Defendant Fireman's Insurance Company of Washington, DC had a contract with Allied Products, Inc. providing uninsured motorists coverage, to the extent that Plaintiff is entitled to uninsured motorists benefits, the same allegations are denied.
14. This Defendant is without knowledge or information sufficient to form an opinion as to the truth of the matters asserted, therefore the allegations in paragraph 14 are denied.

FURTHER ANSWERING THE COMPLAINT OF THE PLAINTIFF AND AS A FIRST FURTHER DEFENSE, THIS ANSWERING DEFENDANT AVERS:

I.

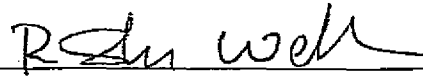
The Plaintiff has failed to state a claim upon which relief can be granted and this Defendant moves, pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure that said action against them be dismissed with prejudice.

WHEREFORE having answered the Complaint of the Plaintiff, this defendant prays for the following relief:

1. That this action be dismissed;
2. That Plaintiff have and recover nothing from the Defendant Firemen's Insurance Company of Washington, DC in this action;
3. That the costs of this action be taxed against the Plaintiff, and

4. All issues of fact herein be tried by a jury; and
5. For other and further relief as deemed just and proper.

This the 17 day of June, 2009.



R. Shane Walker (NC Bar# 27632)
Attorney for Defendant Firemen's Insurance
Company of Washington, DC

OF COUNSEL:
HORTON & HENRY, P.L.L.C.
1365 Westgate Center Drive, Suite D
Winston-Salem, NC 27103
(336) 659-8181


CERTIFICATE OF SERVICE

I, R. Shane Walker, hereby certify that on this date I served a copy of the foregoing
~~DEFENDANT FIREMEN'S INSURANCE COMPANY OF WASHINGTON, DC'S~~
ANSWER TO PLAINTIFF'S COMPLAINT upon counsel of record by depositing a copy
thereof in the United States mail, postage prepaid and addressed as follows:

Mrs. Megan C. Christenbury
4319 High Point Road
Greensboro, NC 27407

Mr. Rod Guthrie
Bennett & Guthrie
1560 Westbrook Plaza Drive
Winston-Salem, North Carolina 27103

This the 12 day of June, 2009.


R. Shane Walker
Attorney for Defendant Firemen's Insurance
Company of Washington, DC

OF COUNSEL:

HORTON & HENRY, P.L.L.C.
1365 Westgate Center Drive, Suite D
Winston-Salem, NC 27103
(336) 659-8181

FILED

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

FORSYTH COUNTY

MAY 26 AM 11: 56

SUPERIOR COURT DIVISION

09 CVS 3520

TERRY WAYNE WOOD, FORSYTH COUNTY, C.S.C.

Plaintiff,

BY *Suzi Fisher*

MAY 26 2009

v.

JEREMY NUNNERY, NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY and FIREMAN'S INSURANCE COMPANY OF WASHINGTON, D.C.

Defendants.

DEFENDANT JEREMY NUNNERY'S ANSWER TO THE COMPLAINT

NOW COMES Defendant Jeremy Nunnery, answering the numbered allegations of the Complaint herein, and says as follows:

- 1. Admitted upon information and belief.
- 2. Admitted.
- 3. Admitted.
- 4. Admitted.
- 5. Admitted.
- 6. Denied.
- 7. Denied.
- 8. Denied.
- 9. Denied.

10. As to Paragraph 10, this answering Defendant has insufficient information upon which to admit or deny said allegations.

- 11. Denied.

12. As to Paragraphs 12, 13 and 14, this answering Defendant has insufficient information upon which to admit or deny said allegations.

WHEREFORE, having answered the Complaint, Defendant Jeremy Nunnery prays the Court as follows:

1. That Plaintiff have and recover nothing;
2. That the costs of this action be taxed against the Plaintiff; and
3. For such other relief as the Court deems proper.

Defendant respectfully demands trial by jury herein.

This the 21 day of May, 2009.



Rodney A. Guthrie
NC State Bar No. 9244
BENNETT & GUTHRIE, P.L.L.C.
1560 Westbrook Plaza Drive
Winston-Salem, NC 27103
(336) 765-3121
Attorney for Defendant Jeremy Nunnery

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served the foregoing DEFENDANT JEREMY NUNNERY'S ANSWER TO THE COMPLAINT in the above-captioned matter upon all other parties to this cause by depositing a copy hereof in a first class postpaid wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service, properly addressed to the attorneys listed hereinbelow.

This the 21 day of May, 2009.



Rodney A. Guthrie
NC State Bar No. 9244
BENNETT & GUTHRIE, P.L.L.C.
1560 Westbrook Plaza Drive
Winston-Salem, NC 27103
(336) 765-3121
Attorney for Defendant Jeremy Nunnery

ADDRESSEES:

Megan C. Christenbury, Esq.
Roane Law
4319 High Point Road
Greensboro, NC 27407
Attorney for Plaintiff