

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT

AMANDA HARTMAN

PLAINTIFF

VERSUS

CAUSE NO. A240-08-400

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY;  
NATIONWIDE MUTUAL INSURANCE COMPANY; and  
JOHN AND JANE DOES A, B, C, D, E, F and G

DEFENDANTS

COPY

SUMMONS

THE STATE OF MISSISSIPPI

TO: Nationwide Mutual Fire Insurance Company  
c/o CT Corporation System of Mississippi, Registered Agent  
645 Lakeland East Drive, Suite 101  
Flowood, Mississippi 39232

NOTICE TO DEFENDANT

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Corban, Gunn & Van Cleave, P.L.L.C., the attorneys for the Plaintiffs, whose post office address is P.O. Drawer 1916, Biloxi, Mississippi, 39533, and whose street address is 146 Porter Avenue, Biloxi, Mississippi 39530. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint, or judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 29<sup>th</sup> day of August, 2008.

  
Circuit Court Clerk  
Harrison County, Mississippi

(SEAL)



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NATIONWIDE MUTUAL FIRE INSURANCE COMPANY;  
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DEFENDANTS

PLAINTIFF'S ELECTION OF FORM FOR SERVICE OF PROCESS

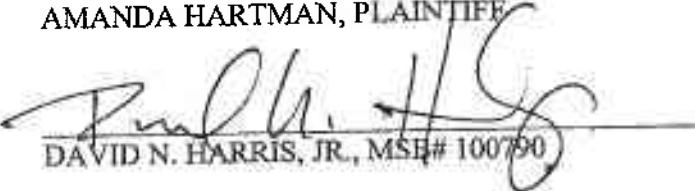
Plaintiff, by attorney, hereby elect service of process on each of the named Defendants by method indicated below:

- A.  By the Sheriff of the county in which the Defendant or Defendants reside for service under subparagraph (c)(2) of Rule 4 of the Mississippi Rules of Civil Procedure.
- B.  By a Process Server selected by the Plaintiffs who is not a party and is not less than 18 years of age for service under subparagraph (c)(1) or (c)(5) of Rule 4 of the Mississippi Rules of Civil Procedure.
- C.  By Mail as provided by of Rule 4(c)(3) of the Mississippi Rules of Civil Procedure.
- D.  By Publication as authorized under subparagraph (c)(4) of Rule 4 of the Mississippi Rules of Civil Procedure.
- E.  Do not issue Summons in this case as it is my intention to get a waiver from the Defendant or Defendants. I will file this waiver as soon as it is secured.

Respectfully submitted this, the 29<sup>th</sup> day of August, 2008.

AMANDA HARTMAN, PLAINTIFF

BY:

  
DAVID N. HARRIS, JR., MSB# 100790

CLYDE H. GUNN, III,  
CHRISTOPHER C. VAN CLEAVE  
W. CORBAN GUNN  
DAVID N. HARRIS, JR.  
CORBAN, GUNN & VAN CLEAVE, P.L.L.C.  
P.O. Drawer 1916  
Biloxi, MS 39533-1916  
Telephone: (228) 432-7826  
Facsimile: (228) 456-0998

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT

AMANDA HARTMAN

LAINTIFFS

VERSUS

CAUSE NO. A2407-08-400

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY;  
NATIONWIDE MUTUAL INSURANCE COMPANY; and  
JOHN AND JANE DOES, A, B, C, D, E, F, AND G

DEFENDANTS

**COMPLAINT**  
(Jury Trial Requested)

COME NOW the Plaintiff, Amanda Hartman, and file this her Complaint against the Defendants, Nationwide Mutual Fire Insurance Company, Nationwide Mutual Insurance Company (hereinafter jointly referred to as "Nationwide"), and John and Jane Does A-G, for breach of contract, negligence, gross negligence, bad faith, fraud, negligent misrepresentation, and other causes of action; and would state as follows to wit:

**PARTIES**

1. The Plaintiff is an adult resident citizen of Harrison County, Mississippi.
2. The Defendant, Nationwide Mutual Fire Insurance Company (hereinafter "Nationwide Fire" when referred to independently), is a foreign insurance corporation doing business in the State of Mississippi and can be served with process in time and manner as prescribed by law.
3. The Defendant, Nationwide Mutual Insurance Company (hereinafter "Nationwide Mutual" when referred to independently), is a foreign insurance corporation doing business in the State of Mississippi and can be served with process in time and manner as prescribed by law.
4. Defendants, John and Jane Does A, B, C, D, E, and G, are individuals, corporations or other entities who caused or contributed to the injuries and damages of the Plaintiff, but whose true identity and/or liability have not been ascertained at this time. These Defendants may include, but not be limited to, other Nationwide companies, other representatives or employees

of the local Nationwide agency that sold the subject policy of insurance, and/or other persons and entities, including but not limited to agents, engineers, or adjusters who are affiliated with the Defendants and/or who have acted in concert with Defendants, and who participated in the torts of those Defendants to such a degree as to make them individually liable to the Plaintiff under Mississippi law, but whose identities and liability are currently unknown. All allegations and claims asserted herein against "Nationwide", "Defendant" and/or "Defendants" are incorporated herein by reference against John and Jane Does A-G. Said John and Jane Does, when their true identities are known and their liability ascertained, will be identified by name and joined in this action, if necessary, pursuant to applicable rules of procedure.

#### **VENUE AND JURISDICTION**

5. This Court has venue of this action pursuant to Miss. Code Ann. § 11-11-3, because Harrison County is where a substantial alleged act or omission occurred; and where a substantial event that caused the injuries and damages to the Plaintiff occurred. This Court has jurisdiction over this action pursuant to Miss. Code Ann. § § 9-7-81, *et seq.*, because the Plaintiff are seeking damages in excess of the jurisdictional minimum of this Court.

#### **FACTS**

6. All previous and subsequent paragraphs are incorporated in this section as if fully set forth herein.

7. The Plaintiff purchased a homeowner's insurance policy from the Defendants that was effective on August 29, 2005 for their property located at 2004-21 W. Beach Blvd., Long Beach, Mississippi, Policy Number 63 23 HO 227135. A copy of the policy should be in the possession of the Defendants.

8. The Nationwide Policy is an "accidental direct physical loss" policy of insurance (commonly known as an "all risk" policy) drafted by the Defendants. The "loss insured" is

“accidental direct physical loss” to Plaintiff’s property at 2004-21 W. Beach Blvd., Long Beach, Mississippi, except as expressly excluded by the subject contract of insurance.

**Nationwide Increased Premiums Based on Projection of,  
And Sold Plaintiff a Policy Represented to Provide Coverage for, Hurricane Damage**

9. Defendants knew that Plaintiff, like many other residents on the Mississippi Gulf Coast, purchased the policy for protection from accidental direct physical loss from hurricanes.

10. During the time Plaintiff’s policy was in effect, and during the 1990’s, Nationwide requested and received premium rate increases for Plaintiff’s policy from the Mississippi Department of Insurance. Said increases were justified by Nationwide by the hurricane risks associated with Coastal properties. Upon information and relief, Nationwide utilized hurricane-specific experience ratings and computer model projections of hurricane losses to corroborate its demands for such rate increases.

11. During the late 1990’s, Nationwide informed the Plaintiff and similarly situated insureds that it had a mandatory modification of the policy, which raised the deductible for hurricane-caused losses covered by the policy. Plaintiff was issued Hurricane Coverage and Deductible Provision Endorsement (“Hurricane Endorsement”) with her policy. The Hurricane Endorsement expressly state the policy includes coverage for losses “first” caused by windstorm, and expressly states it “applies whether or not other causes or events contribute concurrently or in any sequence to the loss.” The Plaintiff’s action in agreeing to purchase this policy and Endorsement was based on Nationwide’s representation that agreeing to pay the higher premium would secure insurance coverage in the case of damage from a hurricane – regardless of whether otherwise excluded perils “contributed concurrently or in any sequence to the loss”.

12. Based upon the representations of coverage made by Nationwide Fire and its agents, and the express and implicit policy coverages, the Plaintiff reasonably relied upon said

representations and purchased the subject policy of insurance from Nationwide Fire, with a reasonable expectation and understanding that Nationwide Fire would pay for all losses caused by hurricanes. Nationwide Fire intended for the Plaintiff to rely upon the representations that they would be covered for Hurricanes, and to accept and pay higher premiums based upon that reliance. The Plaintiff reasonably relied upon said representations and purchased, and agreed to pay the "hurricane deductible" for, the subject policy of insurance from Nationwide Fire, with a reasonable expectation and understanding that Nationwide Fire would pay for all losses caused by hurricanes.

**Plaintiff's Home and Personal Property Was Substantially Damaged by Hurricane Katrina**

13. On or about August 29, 2005, within the subject policy period, the Plaintiff's home and personal contents therein suffered an accidental direct physical loss from, and was substantially damaged by a windstorm - Hurricane Katrina. The accidental direct physical loss to the Plaintiff's dwelling and property triggered all coverages under Plaintiff's contract with Nationwide, in accordance with the terms of the policy and Mississippi law.

14. The Plaintiff timely placed Nationwide on notice of their devastating losses. The Plaintiff paid all the premiums due under the subject policy of insurance, and have performed all their obligations with regard to the subject claim.

15. Subsequently, Nationwide partially denied the Plaintiff homeowners' claim contrary to its own policy of insurance, and the law and public policy of the State of Mississippi, Nationwide resolved questions regarding cause of loss to the Plaintiff's home in favor of Nationwide, to the financial gain of Nationwide and the financial detriment of the Plaintiff.

**Nationwide Failed to Conduct an Adequate Investigation**

16. Nationwide had a duty to conduct a thorough investigation of the Plaintiff claim. That duty specifically included gathering all relevant facts, and expressly included interviewing eye

witnesses. Nationwide failed to comply with its duty, or with the express directives of the Mississippi Department of Insurance as part of its investigation of the Plaintiff's claim.

17. Additionally, Nationwide had an obligation to conduct a timely investigation, including an obligation to have its engineer conduct an investigation of the loss as it existed after the hurricane. Nationwide failed to take reasonable efforts to comply with this duty

18. Ultimately, Nationwide partially denied the Plaintiff's claim despite the fact it did not receive an engineering report that conclusively determined the cause of Plaintiff's loss. Nationwide, which was provided undisputable proof that Plaintiff's suffered a accidental direct physical loss of her home and personal property as a result of a windstorm, improperly sought to shift the burden to Plaintiff to show that an exclusion did not apply, and denied the Plaintiff's claim without sustaining Nationwide's burden of proving the accidental direct physical loss suffered by the Plaintiff was caused by a peril expressly excluded from coverage under the subject policy of insurance.

**Nationwide Cut Off ALE Under Coverage Part D in Violation of Policy Terms**

19. Coverage Part D of the Nationwide homeowners' policy provides coverage for, among other things, "Additional Living Expense". The policy provides, in pertinent part

If a covered loss requires you to leave the **residence premises**, we will pay the required increase in living expenses you incur to maintain your normal standard of living. . . .

20. Unlike other coverage parts described in the policy, Coverage C does not incorporate, nor make coverage subject to, any exclusions set forth in *Section 1 – Property Exclusions*. Rather, Coverage D is available to the Plaintiff so long as a "**covered loss** requires you to leave the residence premises." The policy clearly describes "covered loss", under *Section 1 – Perils Insured Against* discussing "*Covered Causes of Loss*" as including "accidental direct physical loss to property described in Coverages A and B" Plaintiff sustained a "accidental direct physical loss" of her home when Hurricane Katrina substantially damaged her home on August

29, 2005, which loss caused her home to be uninhabitable, and caused Plaintiff to incur substantial increases in their costs of living. Nationwide knew the Plaintiff was incurring substantial additional living expenses, however, Nationwide failed to pay such expenses beyond an initial advance while the claim was pending.

21. Coverage Part D, as described by the express terms of the policy, does not enumerate any exclusions other than “loss or expense due to cancellation of a lease or agreement” and losses related “to the insured’s business”; nor does it specifically incorporate any other provisions of the policy. Nationwide denied the Plaintiff under this coverage part contrary to the express and unambiguous terms and conditions of the subject policy of insurance. Alternatively, provisions regarding coverage under Coverage Part D are ambiguous as to the application of “Property Exclusions” enumerated in the policy, and Nationwide improperly resolved this ambiguity in favor of Nationwide, and contrary to the interests of its insured in violation of applicable law.

**Denial of Plaintiff's Claim Was Part of a Top-Down Scheme of Institutional Fraud**

22. After assessing the magnitude of the Nationwide-insured Katrina losses, the Nationwide Defendants, and each of them, intentionally and deliberately set forth on a course of action, concealed from the Plaintiff and other homeowners, designed to reduce the companies’ exposure for losses by abandoning Nationwide’s duty to fully investigate individual Katrina “total destruction claims”, and to shift the financial burden of responding to the Hurricane to the Federal Government. Unbeknownst to the Plaintiff, and concealed from the Plaintiff and other Nationwide insureds, Nationwide Fire and Nationwide Mutual embarked during the period of August 29, 2005 and thereafter, on a calculated course of corporate conduct designed to deny Plaintiff’s claim, and the claims of all Mississippi Gulf Coast homeowners like them whose Nationwide-insured homes had been substantially damaged.



## I. Nationwide Devised and Employed Fraudulent Claims Handling Guidelines

23. Upon information and belief, Nationwide Mutual drafted; and Nationwide Fire, pursuant to Nationwide Mutual's instructions, adopted; new claims handling procedures after the hurricane to be "used for determination of coverage" in Mississippi Katrina claims where insured property was substantially damaged, and was contacted by hurricane driven storm surge. Both Nationwide Defendants were, upon information and belief, directly involved in the course of conduct that led to the denial of the Plaintiff's claims.

24. Nationwide created a claims handling protocol for substantial damage claims, including the Plaintiff's, which was unique to Hurricane Katrina. Nationwide created a "Claims Coverage Committee", which committee was originally represented to consist of numerous levels of claims employees, so that the coverage decision on substantial damage claims would not be made by any one individual on any one claim. Nationwide ultimately abandoned this process, however, and relegate the coverage decision on substantial damage claims, including the Plaintiff, to one individual – an in house lawyer from Nationwide's legal department. Upon information and belief, the in house lawyer that made the coverage decision on the Plaintiff's claim was not a trained and competent claims adjuster.

25. Upon information and belief, the decisions of the "Coverage Committee", including the "Coverage Committee" that made the decision to deny the Plaintiff's claim, were influenced and controlled by improper and fraudulent claims practices and procedures regarding the interpretation and application of the Nationwide homeowners' policy. Upon information and belief, representative(s) of the "claims committee" that made the decision to deny the Plaintiff's claims were sent a memo from in house lawyer Roger Woods, dated September 3, 2005; and were sent numerous edited revisions of document(s) titled "Hurricane Katrina Personal Lines Questions & Answers for Claims Associates and Independent Adjusters for Alabama and Mississippi"; and/or "Katrina Q&A"; which documents set forth fraudulent and improper

interpretations and applications of the subject policy of insurance, which were used to wrongfully deny the claims of the Plaintiff. The "Claims Coverage Committee" procedures, including those disseminated in the referenced documents, written and/or required by Nationwide Mutual and/or Nationwide Fire, which were implemented by Nationwide post Katrina, were not supported by the terms of the subject insurance contract or Mississippi law. The procedures were intentionally designed to result, and did result, in denials of legitimate claims, including the Plaintiff's, and to save Nationwide from the magnitude of payments that were rightfully due Plaintiff and others under the form of policy issued to the Plaintiff, and hundreds of other Mississippi insureds.

26. The actions of the Nationwide Defendants, concealed not only from Nationwide Fire policyholders but also from the Mississippi Department of Insurance, was designed to, and did in effect shift the burden of establishing in "slab cases" the cause of the accidental direct physical loss under the Defendants' all risk policy from the Company to the policyholder.

27. In accordance with a top-down policy, adopted by Nationwide *post*-Katrina, after deliberation and calculation; and fraudulently concealed from the Plaintiff and other insured homeowners, Nationwide: changed its claims handling procedures for losses contacted by storm surge; failed to timely obtain engineer reports; ignored engineer reports and other evidence, including eyewitness testimony, that proved homes in the community were destroyed by hurricane force winds before the storm surge arrived; ignored findings in engineer reports that demonstrated coverage; adopted requirements for finding coverage that had not been utilized on pre-Katrina claims, and that were not contained within, nor supported by the subject policy of insurance; and issued across the board denials of coverage to policyholders whose homes were substantially and/or completely destroyed by the hurricane, including the Plaintiff.

28. Defendants' actions resulted in an intentional and deliberate abandonment of the duty to fully, timely and competently investigate the claims of the Plaintiff, and other Nationwide

insured Katrina “slab cases” and/or “substantial damage” cases; and an intentional and deliberate abandonment of the duty to interpret and apply coverage in line with the terms and conditions of the subject policy of insurance, and Mississippi law.

29. Defendants, knowing Nationwide Fire had the opportunity and the obligation under Plaintiff’s Contract of Insurance, under applicable law, and pursuant to the recommendations of the only Nationwide representative who inspected the Plaintiff’s homeowners’ loss, to have Plaintiff’s claim timely evaluated by an engineer or other competent professional; intentionally abandoned its obligation, and surrendered said right by denying the Plaintiff’s claim without having the her property timely investigated by an engineer and /or by ignoring evidence that supported coverage for the Plaintiff’s claims.

30. Based on the above conspired actions, and contrary to the express and implicit representations of Nationwide and its agents that the Plaintiff were purchasing coverage for losses and damages caused by hurricanes, and contrary to the express and implicit policy provisions, Nationwide refused to pay for all the losses and damages the Plaintiff suffered at their home, which losses were all caused by Hurricane Katrina -- a windstorm.

31. The acts and omissions of the Defendants with regard to “investigation” of the cause of the loss incurred by the Plaintiff, and Defendant’s denial of coverage, constitute intentional, deliberate conduct accompanied by fraud or deceit as alleged specifically herein.

32. The conduct of Defendants, on information and belief, was motivated, in part, by Nationwide’s desire to (1) save money on substantial damage and/or slab claims in violation of its duties to the Plaintiff and similarly situated Nationwide insured homeowners and (2) shift liability for a large portion of the enormous Katrina losses from Nationwide’s Homeowners Policies to NFIP flood program policies and/or the policyholders.

33. Pursuant to the terms of its contract of insurance and Mississippi law, Nationwide Fire was obligated to pay Plaintiff’s claim under Coverage Part D, and to pay the Plaintiff’s claims

under Coverage Parts A, B, and C, and all applicable riders and endorsements, unless it established that the Plaintiff's loss was caused by a peril excluded from coverage. Since Nationwide did not meet that burden, its denial of all benefits is contrary to the terms of the insurance contract and Mississippi law.

#### **CAUSES OF ACTION**

34. In support of the following claims for relief, Plaintiff hereby refer to, re-allege, and incorporate by reference, in each of the following causes of action, each of every paragraph of the facts supporting these claims, as set forth above and below.

#### **FRAUD, FRAUDULENT INDUCEMENT**

35. Defendants induced the Plaintiff, and other insureds in the coastal counties of Mississippi, to purchase homeowners insurance from Nationwide Fire; to agree to a higher deductible and/or higher premiums; to pay premiums to Nationwide Fire; and to not seek to place their insurance business with other insurance companies; based upon the express and implicit representations that the Plaintiff, and other insureds in Mississippi, were purchasing coverage for losses caused by hurricanes. At the time that Nationwide Fire sold the subject policy of insurance to the Plaintiff, accepted premiums for said policy, and required the Plaintiff to pay higher premiums for hurricane coverage or accept a higher deductible for hurricane coverage, Nationwide Fire (1) made express and implied representations that the Plaintiff were purchasing coverage for hurricanes, (2) made express and implied representations that it would use competent professionals to investigate and adjust hurricane claims in an unbiased and fair manner, (3) made express and implied representations that it would adjust and pay the Plaintiff claims in a fair and timely manner, and in a manner consistent with the way all other hurricane claims in Mississippi were handled, (4) made express and implied representations that damages caused by Hurricanes and related windstorm would be covered for losses "first" caused by

windstorm, and that such coverage would apply “whether or not other causes or events contribute concurrently or in any sequence to the loss”; and (5) made express and implied representations that Nationwide Fire would not deny coverage for an accidental direct physical loss in absence of reasonable proof that the loss was caused by an excluded loss, as set forth in the “Property Exclusions” section of the policy Nationwide Fire sold to the Plaintiff. Nationwide Fire made these implied and/or express representations to the Plaintiff with the intention that the Plaintiff would rely upon the representations, would pay premiums to Nationwide Fire, and would not purchase coverage from other insurance carriers to secure coverage for their property against potential hurricane losses. The Plaintiff relied on Nationwide Fire’s express and/or implied representations, and the Plaintiff purchased the subject insurance policy from Nationwide Fire instead of placing their insurance with another carrier, and paid premiums thereon, in reliance on those representations.

36. Nationwide Fire’s representations to the Plaintiff, set out in the preceding paragraph, were false, and Defendants either knew they were false, and recklessly misrepresented the true facts by not making any effort to ensure that the representations would be complied with in the event of a catastrophic hurricane such as Katrina. Defendants’ acts and omissions, as set forth in all the preceding paragraphs, were contrary to the representations on which the Plaintiff relied in purchasing the policy and to the benefit and financial gain of Defendants, which still has not paid the Plaintiff’s legitimate claim, and to the detriment of the Plaintiff.

37. As a direct and proximate result of Nationwide Fire’s fraudulent misrepresentations, and Plaintiff’s reliance thereon, Plaintiff was prevented from purchasing insurance from other insurance company(s) to cover losses in the event of a catastrophic hurricane, and have not been compensated for their losses.

**FAILURE TO CONDUCT A PROPER INVESTIGATION /  
BREACH OF CONTRACT and DUTY OF GOOD FAITH AND FAIR DEALING**

38. Nationwide Fire had a duty under the subject policy of insurance to fully investigate the claims of its insureds arising from Hurricane Katrina, including but not limited to the claims of the Plaintiff, and to pay the Plaintiff for covered losses. Nationwide Fire's duties under the subject policy of insurance included, but were not limited to:

(a) The duty to train adjusters, engineers, and other claims personnel to accurately investigate and determine the causation of losses suffered by Nationwide Fire's insureds, and to correctly apply the subject policy of insurance to the facts of particular losses, including the Plaintiff, or hire competent, qualified professionals to perform their investigation;

(b) The duty to have competent adjusters and claims professionals perform a detailed inspection of the Plaintiff's damages and losses, in a timely and professional manner;

(c) The duty to acknowledge the true causes of losses resulting from Hurricane Katrina, and/or to fully investigate and consider evidence that showed damages were caused by Hurricane Katrina's devastating winds before any storm surge touched the insureds' properties;

(d) The duty to complete their investigation, and pay the Plaintiff for her covered losses, within a reasonable amount of time;

(e) The duty to pay the Plaintiff for losses and damages covered under the subject policy of insurance;

(f) The duty to resolve any and all ambiguities in the subject policy of insurance, and to resolve in any and all doubts about the cause of its policyholders' loss, in favor of coverage for Nationwide Fire's insureds, including the Plaintiff;

(g) The duty to prove facts supporting, and the applicability of, any exclusion to coverage before excluding coverage for the Plaintiff's losses caused by Hurricane Katrina;

(h) The duty to hire an engineer to perform a timely inspection to determine the cause of Plaintiff's loss before denying coverage for the accidental direct physical losses sustained by Plaintiff in Hurricane Katrina, a windstorm;

(i) The duty to accept only opinions from engineers who based their professional opinions on their investigation of known facts, and to not accept engineer reports based on predetermined directives of what their conclusions should be, or coerce engineers in changing and/or altering their reports to coincide with Nationwide's predetermined outcome;

(j) The duty, implicit within every policy of insurance in the State of Mississippi, to treat the Plaintiff, and each of them, with good faith and fair dealing; and

(k) Other duties to be shown at the trial of this matter.

39. Nationwide Fire negligently, grossly negligent, maliciously, and/or with reckless disregard for the rights of the Plaintiff, breached each of the duties outlined above.

40. Additionally, Nationwide

(a) Failed to treat insureds whose property was ultimately contacted with hurricane driven storm surge in a manner consistent with the way it treated insureds whose property was not contacted by hurricane driven storm surge;

(b) Denied coverage based on "water damage" exclusions without sustaining its burden of proving that non-covered losses were actually caused by "water damage";

(c) Applied its anti-concurrent cause clause in a manner contrary to representations made by Defendants to the Mississippi Department of Insurance about how these policy provisions would be interpreted and applied when Defendants were seeking approval for sale of the

subject policy of insurance in the State of Mississippi in order to wrongfully deny the claims of the Plaintiff and similarly situated insureds;

(d) Ignored evidence that suggested damages and losses suffered by the Plaintiff was or would have been caused by Hurricane Katrina's winds long before any "water damage" could have occurred, and failed to interview known eye witnesses of tornados in the Plaintiff's general vicinity prior to the arrival of storm surge as part of the investigation of Plaintiff's claims;

(e) Upon information and belief, encouraged and/or coerced its own adjusters, investigators, and/or engineers to investigate, examine, and/or adjust properties that had any contact with hurricane driven storm surge to proceed with their "investigations" armed with a predetermined presumption that most, if not all, the devastation proximately caused by Hurricane Katrina was caused by "flood"; and

(f) Other acts and omissions to be shown at trial.

41. The loss the Plaintiff sustained as a result of Hurricane Katrina was an accidental direct physical loss, caused by windstorm, for which coverage is provided under all parts of the Nationwide Fire policy of insurance, under Mississippi law.

42. As provided by the law in the State of Mississippi, once the Plaintiff provided to Nationwide Fire evidence of the accidental physical loss, it became Nationwide Fire's burden to prove what part, if any, of the loss was excluded under the terms of the all-risk policy. Nationwide had a duty, under its own policies and procedures, and pursuant to Mississippi law, to resolve all doubts in favor of coverage for its policyholders, the Plaintiff herein.

43. Nationwide Fire has not and cannot sustain its burden of proof because the Plaintiff's loss was caused by non-excluded perils, at least in part. Nationwide ignored evidence of Hurricane Katrina's straight-line winds, tornados, severe thunderstorm cells, and air-borne missiles in the



neighborhood and vicinity of the Plaintiff's home. Nationwide abandoned its duty to conduct a full, thorough and timely investigation, and breached its duty to resolve doubts, if any, in favor of the Plaintiff.

44. Nationwide also had a duty to construe the terms and conditions of the subject policy of insurance in conformance with the clear and unambiguous terms thereof, and in conformance with its representations to the Mississippi Department of Insurance and the Plaintiff. Nationwide breached these duties by applying its Anti Concurrent Clause (ACC) in a manner contrary to Mississippi public policy, contrary to its express representations to the Mississippi Department of Insurance made when it was seeking approval to market the subject policy of insurance in Mississippi, contrary to the express terms and conditions of the Hurricane Endorsement sold to the Plaintiff, and contrary to the express and implied representations to the Plaintiff.

45. Nationwide is also seeking to deny substantial contractual rights to the Plaintiff, and other Mississippi insureds, in violation of the clear and unambiguous terms of the subject policy of insurance, and contrary to its duty of good faith and fair dealing. Like many other insureds, the Plaintiff purchased "inflation protection" from the Defendants. The Plaintiff's policy states that to determine the amount of inflation protection available to the Plaintiff, Nationwide "will compare the latest available index to the index as of the effective date of the policy". The Policy Declarations page states that the source of the index is the Boeckh Index. When inflation protection applies, Nationwide's policy requires it to divide the "latest available index" by the Boeckh index set forth on the policy's Declarations Page, and to adjust the amounts of coverage for Coverage Parts A, B, C, and D stated on the Declarations Page by multiplying each coverage amount by the factor determined by dividing the Boeckh index on the Declarations Page into the "latest available index". The amount of coverage shown for coverage parts A, B, C and D on the

Plaintiff's Dec page should have been increased by a the inflation factor. Although the policy specifically states the "latest available index" will be utilized, and says nothing about using the index available as of the "date of loss", Nationwide has represented that inflation protection for the Plaintiff's claim, and the claims of similarly situated insureds, must be calculated based upon dividing the "inflation index" on the Dec Page into the "inflation index" as of August 29, 2005. The net result is that Nationwide is improperly refusing the Plaintiff, and hundreds of other Mississippi insureds, tens of thousands of dollars of coverage available pursuant to the express terms of Nationwide's homeowners' policy, all to the financial benefit of Nationwide and the extreme detriment of the Plaintiff, and similarly situated Nationwide insureds

46. By issuing the subject policy to the Plaintiff's, and accepting premium payments from them, Nationwide Fire contractually agreed to pay for losses covered by the policy under Mississippi law. Nationwide Fire, working in concert with and/or at the direction of Nationwide Mutual, refused and continues to refuse to pay this legitimate claim, and thus breached its contract of insurance with the Plaintiff. Defendants are liable to the Plaintiff for failure to conduct a proper and timely investigation, breach of duty of good faith and fair dealing, and breach of contract; and owe the Plaintiff damages under the terms of the contract of insurance and Mississippi law, together with interest on said amounts for from the date of denial through the date of payment in amount not less that 8% per year. Plaintiff are seeking the limits of all coverages offered under their policy, as adjusted by the inflation protection and other coverage accelerators and riders contained in the policy, because Plaintiff sustained a total loss of all property in Hurricane Katrina.

47. Plaintiff demand payment of the above, plus all other contractual benefits owed to them under the terms of the Nationwide Fire policy.

### **BAD FAITH / GROSS NEGLIGENCE**

48. The actions of Nationwide in denying the Plaintiff's claims were part of a fraudulent and deceptive scheme deliberately devised and intentionally implemented by Defendants after Hurricane Katrina, at the expense of the Plaintiff and similarly situated insureds. Said actions constitute an intentional, wrongful, and tortious act.

49. Defendants intentionally embarked on a corporate course of conduct of fraud and deceit designed to wrongfully deny the Plaintiff, and other similarly situated policyholders, from receiving the benefits to which they were entitled under Nationwide Fire's homeowners' policy(s), as described in the "facts" set forth in the preceding paragraphs. The actions of Defendants were intentional wrongs, and/or were committed with reckless disregard for the rights of the Plaintiff; and rise to the level of independent torts. Defendants' conduct constitutes the tort of "bad faith", or tortious breach of contract, under Mississippi law.

50. A proper and timely investigation of the Plaintiff's claim by Nationwide Fire and its agents and/or representatives would have adduced evidence showing that the denial of the claim was without merit. Nationwide Fire, on the instruction of Nationwide Mutual, intentionally and deliberately abandoned its duty to conduct a thorough and timely investigation, and adopted a new and improper standard for slab claims not contained in the policy, in violation of its obligation to conduct a good faith investigation before a final denial of coverage and liability.

51. Nationwide Fire negligently, grossly negligently, intentionally, maliciously, and/or with reckless disregard for the rights of its insureds, the Plaintiff, sought to interpret its own policy of insurance contrary to the actual terms and conditions thereof; contrary to Nationwide Fire's express and/or implicit representations that coverage would be provided for losses caused by hurricanes in exchange for additional consideration; and contrary to Mississippi public policy, all

to the benefit of Nationwide and to the detriment of the Plaintiff and similarly situated insureds. Additionally, Nationwide Fire denied coverage for losses caused by Hurricane Katrina based upon the policy's "anti-concurrent" clause, at a time when Nationwide's own policy specifically rejected application of that clause for damage done by Hurricanes, and at a time when Nationwide had no proof that the Plaintiff's losses were caused by an allegedly excluded loss.

52. Nationwide, by and through its agents and employees, refused to pay for the Plaintiff's covered losses caused by Hurricane Katrina, and delayed payments for covered losses for an unreasonable period of time, without a legitimate, arguable, or reasonable basis. Nationwide Fire's breach of its duties under the subject policy of insurance, and the other acts and omissions of Nationwide Fire, as described in the preceding paragraphs, constitute gross negligence, and a bad faith breach of Nationwide Fire's duties and obligations to the Plaintiff under the subject contract of insurance; as well as a bad faith breach of Nationwide Fire's implicit duty to treat the Plaintiff with good faith and fair dealing. Nationwide's bad faith conduct is continuing, as Nationwide Fire continues to deny coverage to the Plaintiff despite clear Mississippi policy, despite the clear and unambiguous terms of its policy (and/or despite the fact resolution of ambiguous terms must be in favor of coverage for the Plaintiff), and despite the fact it never obtained evidence to support its denial of the Plaintiff's claim for losses caused by the accidental direct physical loss that was Hurricane Katrina.

#### **WAIVER AND ESTOPPEL**

53. Nationwide Fire had an obligation to establish what, if any, part of the loss fell under the terms of its policy exclusion(s). On information and belief, the adjuster who inspected the Plaintiff's property determined the Plaintiff suffered an accidental direct physical loss, and that it would be necessary to hire an engineer to evaluate the cause of Plaintiff's loss before Nationwide

could deny any portion of the Plaintiff's claim. Nationwide's Katrina specific requirements prevented the adjuster who inspected the loss from making a coverage decision, and required the retention of an engineer. Nationwide Fire, failed to have an engineer conduct a timely investigation, and denied the Plaintiff's claims without obtaining a timely engineering report concluding the Plaintiff's accidental direct physical loss was caused entirely by water. By intentionally abandoning its obligation to timely establish what, if any, part of the loss was caused by an excluded peril, after acknowledging Plaintiff suffered an accidental direct physical loss, Nationwide Fire waived its right to exclude any part of the loss.

54. Ultimately, Nationwide denied the Plaintiff's claim as part of a claims process adopted by Nationwide after Hurricane Katrina, which process is totally contrary to the terms and conditions of the subject policy of insurance.

55. By essentially declaring its burden of proof irrelevant and intentionally abandoning its obligation to timely establish what, if any, part of the loss was excluded; Nationwide Fire waived its right to exclude any part of the loss. Nationwide's conduct constitutes a waiver of its right to litigate whether portions of the loss are excluded on a case-by-case basis.

**NEGLIGENCE / GROSS NEGLIGENCE / FAILURE TO INVESTIGATE  
AIDING AND ABETTING: NATIONWIDE MUTUAL**

56. Upon information and belief, Nationwide Mutual knew that decisions made by it as a result of consulting and claims services performed on behalf of Nationwide Fire would impact the rights of Plaintiff and other Nationwide Fire policyholders. Nationwide Mutual knew about, and participated in the claims conduct of Nationwide Fire; and knew that said conduct constituted a breach of the duties owed to Plaintiff. Nationwide Mutual gave substantial assistance and encouragement to Nationwide Fire in the claims processes that led to the denial of Plaintiff's claims, and the claims of hundreds of other similarly situated insureds.

57. Nationwide Mutual's actions caused and contributed to the damages to Plaintiff, as set forth throughout this Complaint.

#### **FRAUDULENT CLAIMS PRACTICES**

58. Plaintiff specifically invoke, as if set forth herein, paragraphs 25 through 41, set forth above.

59. Nationwide Fire, upon information and belief acting with Nationwide Mutual, in effect re-wrote its contract and its claims procedures for total destruction cases where the property was contacted by storm surge during the Hurricane, and embarked on an intentional course of pre-litigation and post-litigation conduct, fraudulently concealed from Plaintiff and others, deliberately designed to deny legitimate claims covered under the Nationwide contract and Mississippi law.

60. The actions of the Nationwide Defendants, and each of them, constitute a deliberate course of company-wide fraudulent post-Hurricane Katrina claims handling practices by which Defendants intentionally undertook to defraud the Plaintiff and other similarly situated Nationwide insured homeowners, as well as others. The scheme included post-Katrina modification of its coverage provisions, and employment by Nationwide of improper or absent engineering procedures, and Claims Committee Procedures, which were fraudulently concealed from the Plaintiff and other homeowners who were expecting and relying on good faith handling of their claims by Defendants.

61. Said actions by Defendants constitute fraud, fraudulent concealment, and fraudulent inducement, as well as bad faith claims handling on an institutional basis in the handling by each of the Nationwide Defendants of Katrina claims. The actions by Defendants were intended to,

and did, result in the intentional and fraudulent denial of the claims of the Plaintiff and others whose homes were damaged by Hurricane Katrina.

62. Nationwide Mutual, on information and belief, aided and abetted Nationwide Fire's fraud by (a) ordering or inducing Nationwide Fire's conduct knowing of the conditions under which Nationwide Fire's conduct was done and/or intending the consequences of said conduct, or (b) knowing that Nationwide Fire's conduct constituted tortious a breach of duty and giving substantial assistance or encouragement to Nationwide Fire, or (c) giving substantial assistance to Nationwide Fire in accomplishing a tortious result, and Nationwide Mutual's conduct, separately considered, constitutes a breach of duty to Plaintiff.

63. Nationwide Mutual's aiding and abetting of the fraudulent claims scheme alleged herein caused or contributed to the damages of the Plaintiff.

#### DAMAGES

64. As the proximate result of the aforesaid wrongful conduct of Defendants, and each of them, as set forth in all of the preceding paragraphs which are fully incorporated herein, the Plaintiff have suffered actual damages in the amount of the full contract damages under all coverage parts of the subject policy of homeowners insurance, including actual and reasonable costs of additional living expenses from the time of the Hurricane, August 29, 2005, through a period extending 12 months beyond the time Nationwide pays the claims of the Plaintiff it has thus far improperly and in bad faith denied, up to the limits of coverage under the subject policy of insurance.

65. As a further proximate result of Defendants', and each of their, acts and omissions, as set forth above, the Plaintiff suffered the damages discussed throughout this Complaint, including but not limited to loss of insurance premiums, severe mental and emotional distress, anxiety,

worry, personal financial expenses, and other incidental damages all to the Plaintiff's general damage, all of which were foreseeable to Defendants at the time of, and in the event of the acts and omissions discussed in the preceding paragraphs.

66. As the proximate result of the aforesaid wrongful conduct of Defendants, and each of them, set forth in all of the preceding paragraphs which are fully incorporated herein, the Plaintiff have also been forced to retain their own engineer and other experts, at considerable expense, to hire attorneys, and to incur substantial time and expense in pursuing this civil action to compel Nationwide to pay the benefits due to the Plaintiff under the policy. Delay in payment of claims is an integral, and for Defendants profitable, part of the scheme of fraudulent, tortious, and bad faith claims practices giving rise to this suit. Said delay, intended by Defendants, has exacerbated the extra-contractual damages suffered and incurred by the Plaintiff, for all of which damages should be awarded in this action.

67. Some or all of the acts and omissions of Defendants, and each of them, described in all of the preceding paragraphs, which are fully incorporated herein, were grossly negligent; and/or were attended by circumstances of misrepresentations of material facts; malice; willful and wanton conduct; and/or were committed with gross, reckless, and /or callous disregard for the rights of the Plaintiff. As such, the Plaintiff are entitled to an award of punitive damages from and against the Defendants, and each of them, in an amount sufficient to punish Defendants, and each of them, for their wrongdoings, and to deter Defendants, and others similarly situated; from committing similar outrageous acts in the future.

68. The acts and omissions of Defendants further justify the imposition of consequential damages and attorneys' fees, in addition to punitive damages.



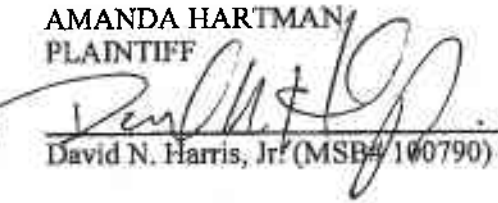
WHEREFORE PREMISES CONSIDERED, Plaintiff sues and demands judgment from and against the Defendants, and each of them, jointly and severally, for actual and compensatory damages in the amount of the limits of all damages available under the subject policy of insurance, actual and reasonable additional living expenses from the time of the Hurricane through a period extending 12 months beyond the date Nationwide pays these claims, up to the limits of coverage under the policy; and for extra-contractual damages in an amount sufficient to compensate the Plaintiff for the anxiety, worry, mental and emotional distress, lost time, personal expenses and other incidental and consequential damages they have suffered as a result of Defendants' conduct, plus consequential damages they have suffered as a result of Defendants' conduct, including reasonable attorneys' fees for having to prosecute these claims, and expenses incurred in the prosecution of this claim, plus pre-judgment interest and post-judgment interest in the amount allowed by law, but not less than 8% per annum.

Plaintiff further pray that punitive damages be assessed against the Defendants, and each of them, in an amount sufficient to punish Defendants for their wrongful conduct, and to deter like conduct in the future, and to serve as an example and a warning to others, so as to deter other insurance companies and consultants from engaging in a similar course of conduct. Plaintiff further pray for any and all additional relief, in favor of the Plaintiff, deemed appropriate by this Honorable Court.

Respectfully submitted, this the 29<sup>th</sup> day of August, 2008.

AMANDA HARTMAN  
PLAINTIFF

By:

  
David N. Harris, Jr. (MSB# 100790)

Clyde H. Gunn, III (#5074)  
Christopher C. Van Cleave (#10796)  
W. Corban Gunn (#101752)  
David N. Harris, Jr. (#100790)  
CORBAN, GUNN & VAN CLEAVE, PLLC  
146 Porter Avenue (39530)  
P. O. Drawer 1916  
Biloxi, MS 39533-1916  
Tel:(228) 432-7826  
Fax:(228) 456-0998  
Attorneys for Plaintiff

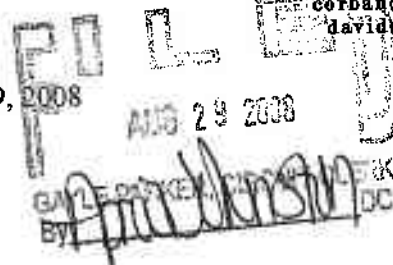
LAW OFFICES  
**CORBAN, GUNN & VAN CLEAVE**

LAWRENCE C. CORBAN, JR.  
CLYDE H. GUNN, III  
CHRISTOPHER C. VAN CLEAVE  
W. CORBAN GUNN  
DAVID N. HARRIS, JR.

larry@cgvelaw.com  
buddy@cgvelaw.com  
christopher@cgvelaw.com  
corban@cgvelaw.com  
david@cgvelaw.com

August 29, 2008

**VIA HAND DELIVERY**  
HONORABLE GAYLE PARKER  
Circuit Court Clerk  
Post Office Box 998  
Gulfport, Mississippi 39502-0998



RE: AMANDA HARTMAN VS. NATIONWIDE MUTUAL FIRE INSURANCE CO., ET AL.  
IN THE CIRCUIT COURT OF HARRISON COUNTY, FIRST JUDICIAL DISTRICT

Dear Ms. Parker:

Please find enclosed the following:

- (1) The original and five (5) copies of a Complaint in the above referenced matter;
- (2) This firm's check in the amount of \$125.00, representing the required filing fee for the enclosed Complaint;
- (3) Four (4) original Summons to Defendant, Nationwide Mutual Fire Insurance Company;
- (4) Four (4) original Summons to Defendant, Nationwide Mutual Insurance Company;
- (5) Plaintiff's Election of Form for Service of Process; and
- (6) A Civil Cover Sheet.

Please file the original Complaint in your usual manner, stamp the copies "filed" and return them to me. Also, please issue the Summons and return them to me, and we will see that appropriate service on the Defendants is accomplished. I have provided a stamped, self-addressed envelope for your convenience.

Thanking you in this regards, I remain

Very truly yours,  
CORBAN, GUNN & VAN CLEAVE

  
David N. Harris, Jr.

DNHJR/tsp  
Enclosures

---

A PROFESSIONAL LIMITED LIABILITY COMPANY  
146 PORTER AVENUE (39530-3704)  
POST OFFICE DRAWER 1916  
BILOXI, MISSISSIPPI 39533-1916  
(228) 432-7826 ~ (888) 947-9301 ~ FAX (228) 456-0998

**COVER SHEET**  
**Civil Case Filing Form**  
*(To be completed by Attorney/Party  
 Prior to Filing of Pleading)*

Mississippi Supreme Court  
 Administrative Office of Courts

Form AOC/01  
 (Revised 1/1/2001)

Court Identification

Case Year

Docket Number

Docket Number  
 A12401

2008

0104010

County # Judicial Court ID District (CH, CI, CO)

Local Docket ID

08 29 08

Month Date Year

Case Number if filed prior to 1/1/94

This area to be completed by clerk

IN THE CIRCUIT COURT OF HARRISON COUNTY

Short Style of Case: AMANDA HARTMAN VS. NATIONWIDE MUTUAL FIRE INSURANCE COMPANY, ET AL. MS Bar No. 100790

Party Filing Initial Pleading: Type/Print Name DAVID N. HARRIS, JR.  
 Check (✓) if Not an Attorney Check (✓) if Pro Hac Vice

Signature [Handwritten Signature]

Compensatory Damages Sought: \$ To be Determined by Jury

Punitive Damages Sought: \$ To be Determined by Jury

If "yes" is checked, please submit a completed Child Support Information Sheet with Final Decree/Judgment

Is Child Support contemplated as an issue in this suit? Yes  No

PLAINTIFF - PARTY(IES) INITIALLY BRINGING SUIT SHOULD BE ENTERED FIRST (FIRST NAME IN SHORT STYLE) - ENTER ADDITIONAL PLAINTIFFS ON SEPARATE FORM

Individual HARTMAN AMANDA ( )  
 Last Name First Name Maiden Name, if Applicable Middle Init. Initials

Address of Plaintiff 2004-21 W. BEACH BLVD. LONG BEACH, MISSISSIPPI

Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of \_\_\_\_\_

Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A / Agency \_\_\_\_\_

Business \_\_\_\_\_ Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below: D/B/A: \_\_\_\_\_

DEFENDANT - NAME OF DEFENDANT (FIRST NAME IN SHORT STYLE) - ENTER ADDITIONAL DEFENDANTS ON SEPARATE FORM

Individual \_\_\_\_\_ ( )  
 Last Name First Name Maiden Name, if Applicable Middle Init. Initials

Check (✓) if individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: Estate of \_\_\_\_\_

Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: D/B/A / Agency \_\_\_\_\_

Business NATIONWIDE MUTUAL FIRE INSURANCE COMPANY Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below: D/B/A: \_\_\_\_\_

ATTORNEY FOR THIS DEFENDANT: \_\_\_\_\_ Bar No. or Name: \_\_\_\_\_ Pro Hac Vice (✓)

In left hand column, check one (1) box that best describes the nature of this suit. In right hand column check all boxes which indicate secondary claims.

- |                          |                                     |                          |                                    |
|--------------------------|-------------------------------------|--------------------------|------------------------------------|
| <input type="checkbox"/> | Accounting (Business)               | <input type="checkbox"/> | Accounting (Protector)             |
| <input type="checkbox"/> | Bankruptcy                          | <input type="checkbox"/> | Birth Certificate Correction       |
| <input type="checkbox"/> | Business Dissolution - Corporation  | <input type="checkbox"/> | Continuance                        |
| <input type="checkbox"/> | Business Dissolution - Partnership  | <input type="checkbox"/> | Conservatorship                    |
| <input type="checkbox"/> | Debt Collection                     | <input type="checkbox"/> | Guardianship                       |
| <input type="checkbox"/> | Employment                          | <input type="checkbox"/> | Marriage                           |
| <input type="checkbox"/> | Examination of Debtor               | <input type="checkbox"/> | Intestate Estate                   |
| <input type="checkbox"/> | Execution                           | <input type="checkbox"/> | Minor's Settlement                 |
| <input type="checkbox"/> | Foreign Judgment                    | <input type="checkbox"/> | Restoration of Title               |
| <input type="checkbox"/> | Garnishment                         | <input type="checkbox"/> | Name Change                        |
| <input type="checkbox"/> | Pension                             | <input type="checkbox"/> | Power of Attorney                  |
| <input type="checkbox"/> | Receivership                        | <input type="checkbox"/> | Taxable Estate                     |
| <input type="checkbox"/> | Replevin                            | <input type="checkbox"/> | Will Contest                       |
| <input type="checkbox"/> | Stockholder Suit                    | <input type="checkbox"/> | Other _____                        |
| <input type="checkbox"/> | Other _____                         | <input type="checkbox"/> | Statutes/Rules                     |
| <input type="checkbox"/> | Domestic Relations                  | <input type="checkbox"/> | Bond Validation                    |
| <input type="checkbox"/> | Child Custody/Visitation            | <input type="checkbox"/> | Civil Procedure                    |
| <input type="checkbox"/> | Child Support                       | <input type="checkbox"/> | Declaratory Judgment               |
| <input type="checkbox"/> | Contempt                            | <input type="checkbox"/> | ERISA                              |
| <input type="checkbox"/> | Divorce: Fault                      | <input type="checkbox"/> | Enforced Donath                    |
| <input type="checkbox"/> | Divorce: Irreconcilable Differences | <input type="checkbox"/> | Extraordinary Will                 |
| <input type="checkbox"/> | Domestic Abuse                      | <input type="checkbox"/> | Federal Statutes                   |
| <input type="checkbox"/> | Emancipation                        | <input type="checkbox"/> | Injunction or Restraining Order    |
| <input type="checkbox"/> | Modification                        | <input type="checkbox"/> | Municipal Annexation               |
| <input type="checkbox"/> | Paternity                           | <input type="checkbox"/> | Rechartering (R/C/C)               |
| <input type="checkbox"/> | Property Division                   | <input type="checkbox"/> | Railroad                           |
| <input type="checkbox"/> | Separate Maintenance                | <input type="checkbox"/> | Saleman                            |
| <input type="checkbox"/> | Termination of Parental Rights      | <input type="checkbox"/> | Other _____                        |
| <input type="checkbox"/> | UIFSA (formerly URESA)              | <input type="checkbox"/> | Appeals                            |
| <input type="checkbox"/> | Other _____                         | <input type="checkbox"/> | Administrative Agency              |
| <input type="checkbox"/> | Contract                            | <input type="checkbox"/> | County Court                       |
| <input type="checkbox"/> | Breach of Contract                  | <input type="checkbox"/> | Hardship Petition (Driver License) |
| <input type="checkbox"/> | Installment Contract                | <input type="checkbox"/> | Justice Court                      |
| <input type="checkbox"/> | Insurance                           | <input type="checkbox"/> | MS Employment Security Comm'n      |
| <input type="checkbox"/> | Product Liability under Contract    | <input type="checkbox"/> | Municipal Court                    |
| <input type="checkbox"/> | Specific Performance                | <input type="checkbox"/> | Oil & Gas Board                    |
| <input type="checkbox"/> | Other _____                         | <input type="checkbox"/> | Workers' Compensation              |
|                          |                                     | <input type="checkbox"/> | Other _____                        |

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| <input type="checkbox"/> | Children and Minors - Non-Domestic  |
| <input type="checkbox"/> | Adoption - Noncontested             |
| <input type="checkbox"/> | Consent to Abortion for Minor       |
| <input type="checkbox"/> | Removal of Minority                 |
| <input type="checkbox"/> | Other _____                         |
| <input type="checkbox"/> | Torts - Personal Injury             |
| <input type="checkbox"/> | Bad Faith                           |
| <input type="checkbox"/> | Fraud                               |
| <input type="checkbox"/> | Loss of Consortium                  |
| <input type="checkbox"/> | Mispractice - Legal                 |
| <input type="checkbox"/> | Mispractice - Medical               |
| <input type="checkbox"/> | Negligence - General                |
| <input type="checkbox"/> | Negligence - Motor Vehicle          |
| <input type="checkbox"/> | Products Liability                  |
| <input type="checkbox"/> | Wrongful Death                      |
| <input type="checkbox"/> | Other _____                         |
| <input type="checkbox"/> | Mass Tort                           |
| <input type="checkbox"/> | Asbestos                            |
| <input type="checkbox"/> | Chemical Spill                      |
| <input type="checkbox"/> | Dioxin                              |
| <input type="checkbox"/> | Hand/Warm Vibration                 |
| <input type="checkbox"/> | Hearing Loss                        |
| <input type="checkbox"/> | Radioactive Materials               |
| <input type="checkbox"/> | Other _____                         |
| <input type="checkbox"/> | Real Property                       |
| <input type="checkbox"/> | Adverse Possession                  |
| <input type="checkbox"/> | Ejectment                           |
| <input type="checkbox"/> | Eminent Domain                      |
| <input type="checkbox"/> | Judicial Foreclosure                |
| <input type="checkbox"/> | Lien Assertion                      |
| <input type="checkbox"/> | Partition                           |
| <input type="checkbox"/> | Receiver Appointment                |
| <input type="checkbox"/> | Tax Sale: Confirmation/Cancellation |
| <input type="checkbox"/> | Title, Boundary &/or Easement       |
| <input type="checkbox"/> | Other _____                         |
| <input type="checkbox"/> | Civil Rights                        |
| <input type="checkbox"/> | Elections                           |
| <input type="checkbox"/> | Habeas Corpus                       |
| <input type="checkbox"/> | Post Conviction Relief              |
| <input type="checkbox"/> | Prisoner                            |
| <input type="checkbox"/> | Other _____                         |

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT, CITY OF \_\_\_\_\_

Docket No. \_\_\_\_\_  
File Yr \_\_\_\_\_ Chronological No. \_\_\_\_\_ Clerk's Local ID \_\_\_\_\_

Docket No. If Filed  
Prior to 1/1/94 \_\_\_\_\_

**DEFENDANTS IN REFERENCED CAUSE - Page 1 of 1 Defendants Pages  
IN ADDITION TO DEFENDANT SHOWN ON CIVIL CASE FILING FORM COVER SHEET**

**Defendant #2:**

**Individual:** \_\_\_\_\_  
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

\_\_\_\_ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:  
Estate of \_\_\_\_\_

\_\_\_\_ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:  
D/B/A \_\_\_\_\_

**Business** NATIONWIDE MUTUAL INSURANCE COMPANY  
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated.

\_\_\_\_ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:  
D/B/A \_\_\_\_\_

ATTORNEY FOR THIS DEFENDANT: \_\_\_\_\_ Bar # or Name: \_\_\_\_\_ Pro Hac Vice (✓) \_\_\_\_\_ Not an Attorney(✓) \_\_\_\_\_

**Defendant #3:**

**Individual:** \_\_\_\_\_  
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

\_\_\_\_ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:  
Estate of \_\_\_\_\_

\_\_\_\_ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:  
D/B/A \_\_\_\_\_

**Business** \_\_\_\_\_  
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated.

\_\_\_\_ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:  
D/B/A \_\_\_\_\_

ATTORNEY FOR THIS DEFENDANT: \_\_\_\_\_ Bar # or Name: \_\_\_\_\_ Pro Hac Vice (✓) \_\_\_\_\_ Not an Attorney(✓) \_\_\_\_\_

**Defendant #4:**

**Individual:** \_\_\_\_\_  
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

\_\_\_\_ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:  
Estate of \_\_\_\_\_

\_\_\_\_ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:  
D/B/A \_\_\_\_\_

**Business** \_\_\_\_\_  
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated.

\_\_\_\_ Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below:  
D/B/A \_\_\_\_\_

ATTORNEY FOR THIS DEFENDANT: \_\_\_\_\_ Bar # or Name: \_\_\_\_\_ Pro Hac Vice (✓) \_\_\_\_\_ Not an Attorney(✓) \_\_\_\_\_