

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

CHARLES COOK and BERNADETTE)
COOK,)
)
Plaintiffs,)
)
v.) No.:
)
STATE FARM MUTUAL AUTOMOBILE)
INSURANCE COMPANY, a corporation,)
)
Defendant.)

2020LO12109
CALENDAR/ROOM A
TIME 00:00
PI/Other

COMPLAINT AT LAW

Count I

FILED
NOV 03 2020
DOROTHY BROWN
CLERK OF CIRCUIT COURT

Bad Faith, Failure to Settle

Plaintiffs, CHARLES COOK and BERNADETTE COOK, complaining of defendant,
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, states:

1. At all times relevant, defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, was a corporation (hereinafter "STATE FARM") selling automobile insurance in Illinois.
2. At all times relevant, defendant, STATE FARM, was licensed to sell automobile insurance in the State of Illinois.
3. Prior to June 21, 2015, defendant, STATE FARM, issued a policy of automobile insurance to plaintiffs, CHARLES COOK and BERNADETTE COOK.
4. Prior to June 21, 2015, defendant, STATE FARM, issued a policy of automobile insurance to plaintiffs, CHARLES COOK and BERNADETTE COOK with uninsured motorist policy limits of \$250,000 per person, \$500,000 per occurrence. In addition, defendant, STATE

FARM also issued a personal liability protection policy for uninsured motorist coverage of \$1,000,000 (hereinafter "the insurance policies").

5. The insurance policies provided that defendant, STATE FARM, would pay up to the policy limits for any uninsured motorist claims brought by the plaintiffs.

6. On June 21, 2015, plaintiffs, CHARLES COOK and BERNADETTE COOK, occupied a motor vehicle driven eastbound on Illinois Route 52 near Polo, Illinois when the vehicle came into contact with a vehicle stopped pointing northbound in the eastbound traffic (hereinafter "the crash").

7. On June 21, 2015, plaintiffs, CHARLES COOK and BERNADETTE COOK, were seriously injured in the crash, both continue to suffer from their injuries, and both will suffer from their injuries for the rest of their lives.

8. At all times relevant, the driver of the other vehicle involved in the crash was an uninsured motorist under the terms of the policies.

9. At all times relevant, the driver of the other vehicle involved in the crash was the sole cause of the crash.

10. On June 21, 2015, the crash was reported to defendant, STATE FARM.

11. After June 21, 2015, and on multiple occasions thereafter, plaintiffs, CHARLES COOK and BERNDETTE COOK, made multiple offers to settle their claims from the crash.

12. The demands to settle were reasonable.

13. At all times relevant, defendant, STATE FARM, had the duty exercise good faith toward the interests of their insureds.

14. Defendant, STATE FARM, demanded that the uninsured motorist claims of the plaintiffs, CHARLES COOK and BERNADETTE COOK, proceed to arbitration before a three-judge panel.

15. Defendant, STATE FARM, selected an arbitrator, MICHAEL WALSH, to represent its interests in the arbitration.

16. Plaintiffs, CHARLES COOK and BERNADETTE COOK, selected an arbitrator, DAVID KUPETS, to represent their interests in the arbitration.

17. The two arbitrators selected GREG GUTH as the third, neutral arbitrator in the arbitration.

18. Defendant, STATE FARM, agreed to the selection of GREG GUTH as the neutral arbitrator.

19. Defendant, STATE FARM, hired KURT KOPEKE as counsel to represent its interests in the arbitration.

20. At all times relevant, KURT KOEPKE provided competent representation of STATE FARM in the arbitration.

21. On October 5, 2020, the uninsured motorist claims of the plaintiffs proceeded to arbitration before a three-judge panel. After considering vigorous argument of KURT KOPEKE and all competent evidence, the three-judge panel unanimously entered an award in favor of the plaintiffs in the following amounts:

a. CHARLES COOK - \$100,000

b. BERNADETTE COOK - \$425,000

22. Defendant, STATE FARM, has refused to pay on the award as unanimously entered by the three-judge panel.

23. On and/or before June 21, 2015, defendant, STATE FARM was negligent in one or more of the following ways:

- a. Failed to settle a claim within the policy limits when it had the opportunity to do so;
- b. Failed to negotiate in good faith with plaintiffs when it had a reasonable opportunity to settle the claims of the plaintiffs within the policy limits;
- c. Failed to initiate settlement negotiations when it knew or should have known that the likelihood of an adverse finding was great;
- d. Failed to make an offer to settle to both plaintiffs after the arbitration award;
- e. Failed to even attempt to settle with the plaintiffs after the unanimous award of the three-judge panel.

24. As a proximate result of one or more of the actions or omissions, plaintiffs, CHARLES COOK and BERNADETTE COOK, and each of them, were forced to litigate their case for more than three years incurring hours of lost time, attorney's fees, cost, and other expenses.

WHEREFORE, plaintiffs, CHARLES COOK and BERNADETTE COOK, demand judgment of defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, for compensatory damages in an amount in excess of the jurisdictional minimum of the Law Division of the Circuit Court of Cook County.

Count 11Error! Bookmark not defined.

Bad Faith, Failure to Settle – Willful and Wanton

Plaintiffs, CHARLES COOK and BERNADETTE COOK, complaining of defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, states:

1. At all times relevant, defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, was a corporation (hereinafter "STATE FARM") selling automobile insurance in Illinois.

2. At all times relevant, defendant, STATE FARM, was licensed to sell automobile insurance in the State of Illinois.

3. Prior to June 21, 2015, defendant, STATE FARM, issued a policy of automobile insurance to plaintiffs, CHARLES COOK and BERNADETTE COOK.

4. Prior to June 21, 2015, defendant, STATE FARM, issued a policy of automobile insurance to plaintiffs, CHARLES COOK and BERNADETTE COOK with uninsured motorist policy limits of \$250,000 per person, \$500,000 per occurrence. In addition, defendant, STATE FARM also issued a personal liability protection policy for uninsured motorist coverage of \$1,000,000 (hereinafter "the insurance policies").

5. The insurance policies provided that defendant, STATE FARM, would pay up to the policy limits for any uninsured motorist claims brought by the plaintiffs.

6. On June 21, 2015, plaintiffs, CHARLES COOK and BERNADETTE COOK, occupied a motor vehicle driven eastbound on Illinois Route 52 near Polo, Illinois when the vehicle came into contact with a vehicle stopped pointing northbound in the eastbound traffic (hereinafter "the crash").

7. On June 21, 2015, plaintiffs, CHARLES COOK and BERNADETTE COOK, were seriously injured in the crash, both continue to suffer from their injuries, and both will suffer from their injuries for the rest of their lives.

8. At all times relevant, the driver of the other vehicle involved in the crash was an uninsured motorist under the terms of the policies.

9. At all times relevant, the driver of the other vehicle involved in the crash was the sole cause of the crash.
10. On June 21, 2015, the crash was reported to defendant, STATE FARM.
11. After June 21, 2015, and on multiple occasions thereafter, plaintiffs, CHARLES COOK and BERNDETTE COOK, made multiple offers to settle their claims from the crash.
12. The demands to settle were reasonable.
13. At all times relevant, defendant, STATE FARM, had the duty exercise good faith toward the interests of their insureds.
14. Defendant, STATE FARM, demanded that the uninsured motorist claims of the plaintiffs, CHARLES COOK and BERNADETTE COOK, proceed to arbitration before a three-judge panel.
15. Defendant, STATE FARM, selected an arbitrator, MICHAEL WALSH, to represent its interests in the arbitration.
16. Plaintiffs, CHARLES COOK and BERNADETTE COOK, selected an arbitrator, DAVID KUPETS, to represent their interests in the arbitration.
17. The two arbitrators selected GREG GUTH as the third, neutral arbitrator in the arbitration.
18. Defendant, STATE FARM, agreed to the selection of GREG GUTH as the neutral arbitrator.
19. Defendant, STATE FARM, hired KURT KOPEKE as counsel to represent its interests in the arbitration.
20. At all times relevant, KURT KOEPKE provided competent representation of STATE FARM in the arbitration.

21. At all times relevant, defendant, STATE FARM, was aware that plaintiff, BERNADETTE COOK, suffered severe emotional trauma as a result of the crash.

22. At all times relevant, defendant, STATE FARM, was aware that when plaintiff, BERNADETTE COOK, was a child, she suffered certain abuse and neglect.

23. During the course of the case, defendant, STATE FARM, attempted to hire an expert to link the prior abuse and neglect of plaintiff, BERNADETTE COOK, to the crash.

24. During the course of the case, the claims of a link between the prior abuse and neglect of plaintiff, BERNADETTE COOK, were barred because defendant, STATE FARM, by and through its counsel, KURT KOPEKE, could not provide any medical testimony of a link (hereinafter "the order to bar").

25. On October 5, 2020, the uninsured motorist claims of the plaintiffs proceeded to arbitration before a three-judge panel.

26. During the arbitration before a three-judge panel, defendant, STATE FARM, by and through the argument of its counsel, KURT KOEPKE, repeatedly attempted to argue the prior abuse and neglect even though the order to bar had been entered.

27. During the arbitration before a three-judge panel, defendant, STATE FARM, by and through the argument of its counsel, KURT KOEPKE, repeatedly attempted to argue the prior abuse and neglect even though the order to bar had been entered and was admonished that his argument was improper and abusive.

28. After considering vigorous argument of KURT KOPEKE and all competent evidence, the three-judge panel unanimously entered an award in favor of the plaintiffs in the following amounts:

- a. CHARLES COOK - \$100,000

b. BERNADETTE COOK - \$425,000

29. Defendant, STATE FARM, has refused to pay on the award as unanimously entered by the three-judge panel.

30. On and/or before June 21, 2015, defendant, STATE FARM was guilty of willful and wanton conduct in one or more of the following ways:

- a. Recklessly argued a relationship between the prior abuse and neglect when there was no legal basis to do so;
- b. Recklessly argued a relationship between the prior abuse and neglect when there was no medical basis to do so;
- c. Recklessly argued a relationship between the prior abuse and neglect even after the order to bar;
- d. Intentionally argued a relationship between the prior abuse and neglect after the order to bar was entered with the sole purpose of further abusing the plaintiffs with full knowledge they had suffered emotional trauma from the crash;
- e. Willfully refused to negotiate in good faith with plaintiffs when it had a multiple opportunities to settle the claims of the plaintiffs within the policy limits;
- f. Willfully refused to settle the claims of the plaintiff and recklessly allowed counsel to continue to engage in abusive, reprehensible conduct during the course of the litigation with full awareness of said conduct;
- g. Failed to even attempt to settle with the plaintiffs after the unanimous award of the three-judge panel.

31. As a proximate result of one or more of the actions or omissions, plaintiffs, CHARLES COOK and BERNADETTE COOK, and each of them, were forced to litigate their case for more than three years incurring hours of lost time, attorney's fees, cost, and other expenses.

WHEREFORE, plaintiffs, CHARLES COOK and BERNADETTE COOK, demand judgment of defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

a corporation, for compensatory damages in an amount in excess of the jurisdictional minimum of the Law Division of the Circuit Court of Cook County.

Count III Error! Bookmark not defined.

Bad Faith, Failure to Settle – § 155

Plaintiffs, CHARLES COOK and BERNADETTE COOK, complaining of defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, states:

1. At all times relevant, defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, a corporation, was a corporation (hereinafter “STATE FARM”) selling automobile insurance in Illinois.
2. At all times relevant, defendant, STATE FARM, was licensed to sell automobile insurance in the State of Illinois.
3. Prior to June 21, 2015, defendant, STATE FARM, issued a policy of automobile insurance to plaintiffs, CHARLES COOK and BERNADETTE COOK.
4. Prior to June 21, 2015, defendant, STATE FARM, issued a policy of automobile insurance to plaintiffs, CHARLES COOK and BERNADETTE COOK with uninsured motorist policy limits of \$250,000 per person, \$500,000 per occurrence. In addition, defendant, STATE FARM also issued a personal liability protection policy for uninsured motorist coverage of \$1,000,000 (hereinafter “the insurance policies”).
5. The insurance policies provided that defendant, STATE FARM, would pay up to the policy limits for any uninsured motorist claims brought by the plaintiffs.
6. On June 21, 2015, plaintiffs, CHARLES COOK and BERNADETTE COOK, occupied a motor vehicle driven eastbound on Illinois Route 52 near Polo, Illinois when the

vehicle came into contact with a vehicle stopped pointing northbound in the eastbound traffic (hereinafter "the crash").

7. On June 21, 2015, plaintiffs, CHARLES COOK and BERNADETTE COOK, were seriously injured in the crash, both continue to suffer from their injuries, and both will suffer from their injuries for the rest of their lives.

8. At all times relevant, the driver of the other vehicle involved in the crash was an uninsured motorist under the terms of the policies.

9. At all times relevant, the driver of the other vehicle involved in the crash was the sole cause of the crash.

10. On June 21, 2015, the crash was reported to defendant, STATE FARM.

11. After June 21, 2015, and on multiple occasions thereafter, plaintiffs, CHARLES COOK and BERNDETTE COOK, made multiple offers to settle their claims from the crash.

12. The demands to settle were reasonable.

13. At all times relevant, defendant, STATE FARM, had the duty exercise good faith toward the interests of their insureds.

14. Defendant, STATE FARM, demanded that the uninsured motorist claims of the plaintiffs, CHARLES COOK and BERNADETTE COOK, proceed to arbitration before a three-judge panel.

15. Defendant, STATE FARM, selected an arbitrator, MICHAEL WALSH, to represent its interests in the arbitration.

16. Plaintiffs, CHARLES COOK and BERNADETTE COOK, selected an arbitrator, DAVID KUPETS, to represent their interests in the arbitration.

17. The two arbitrators selected GREG GUTH as the third, neutral arbitrator in the arbitration.
18. Defendant, STATE FARM, agreed to the selection of GREG GUTH as the neutral arbitrator.
19. Defendant, STATE FARM, hired KURT KOPEKE as counsel to represent its interests in the arbitration.
20. At all times relevant, KURT KOEPKE provided competent representation of STATE FARM in the arbitration.
21. At all times relevant, defendant, STATE FARM, was aware that plaintiff, BERNADETTE COOK, suffered severe emotional trauma as a result of the crash.
22. At all times relevant, defendant, STATE FARM, was aware that when plaintiff, BERNADETTE COOK, was a child, she suffered certain abuse and neglect.
23. During the course of the case, defendant, STATE FARM, attempted to hire an expert to link the prior abuse and neglect of plaintiff, BERNADETTE COOK, to the crash.
24. During the course of the case, the claims of a link between the prior abuse and neglect of plaintiff, BERNADETTE COOK, were barred because defendant, STATE FARM, by and through its counsel, KURT KOPEKE, could not provide any medical testimony of a link (hereinafter "the order to bar").
25. On October 5, 2020, the uninsured motorist claims of the plaintiffs proceeded to arbitration before a three-judge panel.
26. During the arbitration before a three-judge panel, defendant, STATE FARM, by and through the argument of its counsel, KURT KOEPKE, repeatedly attempted to argue the prior abuse and neglect even though the order to bar had been entered.

27. After considering vigorous argument of KURT KOPEKE and all competent evidence, the three-judge panel unanimously entered an award in favor of the plaintiffs in the following amounts:

- a. CHARLES COOK - \$100,000
- b. BERNADETTE COOK - \$425,000

28. Defendant, STATE FARM, has refused to pay on the award as unanimously entered by the three-judge panel.

29. At all relevant times, Illinois Insurance Code, 215 Ill.Comp.Stat. § 5/155 was in full force and effect.

30. At all relevant times, the remedies under Section 155 of the Illinois Insurance Code were intended for the protection of the plaintiffs, CHARLES COOK and BERNADETTE COOK.

31. At all relevant times, Section 155 of the Illinois Insurance Code was and is available to the insured and their assignees in bad faith claims.

32. At all relevant times and pursuant to Section 155 of the Illinois Insurance Code, STATE FARM owed a duty and responsibility to the plaintiffs, CHARLES COOK and BERNADETTE COOK, to fulfill their obligations to them as policyholders.

33. At all relevant times and pursuant to Section 155 of the Illinois Insurance Code, STATE FARM owed a duty to the plaintiffs, CHARLES COOK and BERNADETTE COOK, to not act in a vexatious and unreasonable manner in respect to their claims.

34. On and after June 21, 2015, and for the reasons set forth above, defendant, STATE FARM, acted in an unreasonable and vexatious manner with respect to the claims made by the plaintiffs, CHARLES COOK and BERNADETTE COOK,

WHEREFORE, the plaintiffs, CHARLES COOK and BERNADETTE COOK, hereby seek all relief available pursuant to Section 155 of the Illinois Insurance Code including, but not limited to, attorney's fees, costs, the arbitration award and interest since the arbitration award was entered and all other recoveries available pursuant to Section 155 of the Illinois Insurance Code.



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