

**FILED**

08/20/2024

Martha Cole  
CLERK, CIRCUIT COURT  
ADAIR COUNTY

**IN THE CIRCUIT COURT OF ADAIR COUNTY, MISSOURI**

**THE COLLISION COMPANY, LLC,**

**Plaintiff,**

**vs.**

**STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,**

**Defendant.**

**Case No. 20AR-CV00726**

**Jury Trial Demanded**

**PLAINTIFF'S SECOND AMENDED PETITION FOR TORTIOUS INTERFERENCE  
WITH CONTRACT**

**COUNT I - CARRIKER**

COMES NOW Plaintiff, The Collision Company, LLC, by and through its attorney, Mark L. Williams of McClamroch & Williams, LLC and for its claim against Defendant, State Farm Mutual Insurance Company states as follows:

1. At the times mentioned herein, Plaintiff was a duly formed and existing Missouri Limited Liability Company with its principal place of business located in Kirksville, Adair County, Missouri.

2. Defendant is a duly formed and existing mutual insurance company with its principal offices in Bloomington, Illinois. Defendant has several agents that provide insurance services in Kirksville, Missouri, including Chad Davis, Raquel Schempp, and Audrey Harris

3. The claim upon which Plaintiff is bringing suit upon arose in Kirksville, Adair County, Missouri.

4. At all times mentioned herein, Scott Carriker was married to Amy Carriker.



5. On or about June 6, 2018, Defendant notified via [shopest@asi.com](mailto:shopest@asi.com) that Scott Carriker was going to enter into a contract with Plaintiff to repair his 2015 Toyota Camry.

6. On or about June 7, 2018, a contract existed between Plaintiff and Scott Carriker for the repair of Scott Carriker's 2015 Toyota Camry automobile. A copy of said contract is attached hereto, marked as Exhibit 1 and incorporated herein by this reference.

7. On or about June 12, 2018, Scott Carriker, after being advised that Defendant may refuse to pay for the services and parts provided by Plaintiff for the repair of Scott Carriker's 2015 Toyota Camry, authorized Plaintiff to move forward with the repairs needed to be completed on his vehicle.

8. Thereafter, on or about June 15, 2018, Scott Carriker executed a Notice of Vehicle Release and Financial Responsibility, thereby breaching the contract he had executed with Plaintiff on or about June 7, 2018. A copy of said Notice of Vehicle Release and Financial Responsibility is attached hereto, marked as Exhibit 2 and incorporated herein by this reference.

9. Defendant caused Scott Carriker to breach said contract between Plaintiff and Scott Carriker, intentionally and without justification or cause.

10. In causing the breach of the contract between Plaintiff and Scott Carriker, Defendant used improper means, including misrepresentations of fact, to induce Scott Carriker to breach said contract, in order to avoid having to pay Plaintiff for its repair services, including parts, to Scott Carriker's 2015 Toyota Camry.

11. The acts and conduct of Defendant as described herein caused damage to Plaintiff as a result of the loss of the benefit of the contract described, together with incidental fees and expenses incurred, in the aggregate sum of \$3,502.45.

12. Defendant's conduct herein was willful, intentional and outrageous, in that Defendant made false and misleading statements concerning Plaintiffs ability to perform its contract, thereby evidencing evil motive or reckless indifference to the rights of other, warranting punitive damages in the sum of \$200,000.00.

**WHEREFORE**, Plaintiff, The Collision Company, LLC prays for judgment against Defendant in such sums as are fair and reasonable, together with an award of punitive damages, court and suit costs and for such other and further relief as the Court shall deem just and proper in the premises.

#### **COUNT II - BUCKNER**

COMES NOW Plaintiff, The Collision Company, LLC, by and through its attorney, Mark L. Williams of McClamroch & Williams, LLC and for its claim against Defendant, State Farm Mutual Insurance Company states as follows:

13. Plaintiff realleges and restates by this reference the allegations contained in paragraphs 1 through 12, inclusive, of Count I as if fully set forth verbatim.

14. At the times mentioned herein, Plaintiff was a duly formed and existing Missouri Limited Liability Company with its principal place of business located in Kirksville, Adair County, Missouri.

15. Defendant is a duly formed and existing mutual insurance company with its principal offices in Bloomington, Illinois. Defendant has several agents that provide

insurance services in Kirksville, Missouri, including Chad Davis, Raquel Schempp, and Audrey Harris

16. The claim upon which Plaintiff is bringing suit upon arose in Kirksville, Adair County, Missouri.

17. On April 30, 2019, Brent Buckner was married to Diane Janick-Buckner.

18. On or about April 30, 2019, at 9:18 a.m., Plaintiff was notified by Defendant via [shopest@asi.com](mailto:shopest@asi.com) that Brent Buckner was going to enter into a contract with Plaintiff to repair his 2017 Mazda CX-5. A copy of said notification is attached hereto, marked as Exhibit 3, and fully incorporated herein as if fully set forth verbatim.

19. On or about April 30, 2019, Plaintiff expected Brent and Diane Buckner to bring in their 2017 Mazda CX-5 automobile into its repair shop so that it could repair the automobile to its pre-collision condition on May 1, 2019.

20. Thereafter on May 1, 2019, at 6:39 a.m., Diane Janick-Buckner informed Plaintiff that, due to statements made by agents of Defendant, her and her husband would not be bringing in their 2017 Mazda CX-5 for repairs on that date. A copy of the email informing Plaintiff of the cancellation of the appointment and the reason why is attached hereto, marked as Exhibit 4, and fully incorporated herein by this reference as if fully set forth verbatim.

21. Defendant caused Brent and Diane Buckner to not enter into a contract with Plaintiff to repair their 2017 Mazda CX-5 automobile, intentionally and without justification or cause.



22. In causing Brent and Diane Buckner to not bring in their 2017 Mazda CX-5, Defendant used improper means, including misrepresentations of fact, to induce Brent and Diane Buckner, to seek having repairs to their automobile at another repair shop.

23. The acts and conduct of Defendant as described herein caused damage to Plaintiff as a result of the loss of the benefit of the expected repairs to the Buckner 2017 Mazda CX-5, together with incidental fees and expenses incurred, in an amount to be determined due to the fact that Defendant caused Diane Buckner to not return with her 2017 Mazda CX-5 to finalize a damage estimate.

24. Defendant's conduct herein was willful, intentional and outrageous, in that Defendant made false and misleading statements concerning Plaintiffs ability to perform the repairs to the 2017 Mazda CX-5 automobile, thereby evidencing evil motive or reckless indifference to the rights of other, warranting punitive damages in the sum of \$50,000.

**WHEREFORE**, Plaintiff, The Collision Company, LLC prays for judgment against Defendant in such sums as are fair and reasonable, together with an award of punitive damages, court and suit costs and for such other and further relief as the Court shall deem just and proper in the premises.

### **COUNT III - FINCHER**

COMES NOW Plaintiff, The Collision Company, LLC, by and through its attorney, Mark L. Williams of McClamroch & Williams, LLC and for its claim against Defendant, State Farm Mutual Insurance Company states as follows:

25. Plaintiff realleges and restates by this reference the allegations contained in paragraphs 1 through 24, inclusive, of Count I and Count II as if fully set forth verbatim.

26. At the times mentioned herein, Plaintiff was a duly formed and existing Missouri Limited Liability Company with its principal place of business located in Kirksville, Adair County, Missouri.

27. Defendant is a duly formed and existing mutual insurance company with its principal offices in Bloomington, Illinois. Defendant has several agents that provide insurance services in Kirksville, Missouri, including Chad Davis, Raquel Schempp, and Audrey Harris.

28. The claim upon which Plaintiff is bringing suit upon arose in Kirksville, Adair County, Missouri.

29. On or about September 24, 2018, at 1:53 p.m., Plaintiff was notified by Defendant via [shopest@asi.com](mailto:shopest@asi.com) that Diane Fincher was going to enter into a contract with Plaintiff to repair her 2006 Ford Mustang. A copy of said notification is attached hereto, marked as Exhibit 5, and fully incorporated herein as if fully set forth verbatim.

30. On or about September 24, 2018, Plaintiff expected Diane Fincher to bring in her 2006 Ford Mustang automobile into its repair shop so that it could repair the automobile to its pre-collision condition on September 25, 2018.

31. Thereafter on September 25, 2018, Diane Fincher informed Plaintiff that, due to statements made by agents of Defendant, including stating to her that her repairs would not be covered by State Farm if she brought her 2006 Ford Mustang to Plaintiff's repair shop, she would not be bringing in her 2006 Ford Mustang for repairs on that date.

32. Defendant caused Diane Fincher to not enter into a contract with Plaintiff to repair her 2006 Ford Mustang automobile, intentionally and without justification or cause.

33. In causing Diane Fincher to not bring in her 2006 Ford Mustang, Defendant used improper means, including misrepresentations of fact, to induce Diane Fincher, to seek having repairs to her automobile at another repair shop.

34. The acts and conduct of Defendant as described herein caused damage to Plaintiff as a result of the loss of the benefit of the expected repairs to the Fincher 2006 Ford Mustang, together with incidental fees and expenses incurred, in an amount to be determined due to the fact that Defendant caused Diane Fincher to not return with her 2006 Ford Mustang to finalize a damage estimate.

35. Defendant's conduct herein was willful, intentional and outrageous, in that Defendant made false and misleading statements concerning Plaintiffs ability to perform the repairs to the 2006 Ford Mustang automobile, thereby evidencing evil motive or reckless indifference to the rights of other, warranting punitive damages in the sum of \$50,000.00.

**WHEREFORE**, Plaintiff, The Collision Company, LLC prays for judgment against Defendant in such sums as are fair and reasonable, together with an award of punitive damages, court and suit costs and for such other and further relief as the Court shall deem just and proper in the premises.

**COUNT IV - HINES**

COMES NOW Plaintiff, The Collision Company, LLC, by and through its attorney, Mark L. Williams of McClamroch & Williams, LLC and for its claim against Defendant, State Farm Mutual Insurance Company states as follows:

36. Plaintiff realleges and restates by this reference the allegations contained in paragraphs 1 through 35, inclusive, of Count I, Count II, and Count III as if fully set forth verbatim.

37. At the times mentioned herein, Plaintiff was a duly formed and existing Missouri Limited Liability Company with its principal place of business located in Kirksville, Adair County, Missouri.

38. Defendant is a duly formed and existing mutual insurance company with its principal offices in Bloomington, Illinois. Defendant has several agents that provide insurance services in Kirksville, Missouri, including Chad Davis, Raquel Schempp, and Audrey Harris

39. The claim upon which Plaintiff is bringing suit upon arose in Kirksville, Adair County, Missouri.

40. On or about July 8, 2019, at 11:32 a.m., Plaintiff was notified by Defendant via [shopest@asi.com](mailto:shopest@asi.com) that Sara Hines was going to enter into a contract with Plaintiff to repair her 2018 Nissan Rogue. A copy of said notification is attached hereto, marked as Exhibit 6, and fully incorporated herein as if fully set forth verbatim.



41. On or about July 9, 2019, Sara Hines brought her 2018 Nissan Rogue automobile to Plaintiff's repair shop so that an estimate of repairs could be completed.

42. Also on July 9, 2019, Sara Hines entered into contract for Plaintiff to make the repairs to her 2018 Nissan Rogue in order to bring the automobile to its pre-collision condition. A copy of the Repair Authorization executed by Sara Hines on July 9, 2019, is attached hereto, marked as Exhibit 7, and fully incorporated herein by this reference as if fully stated verbatim.

43. Based upon Plaintiff's inspection of the damage to Sara Hines' 2018 Nissan Rogue, Plaintiff estimated that the repairs would cost \$5,466.01. Plaintiff informed Defendant that it would be repairing Sara Hines' 2018 Nissan Rogue via a document entitled "Insured's Notification of Repairs." A copy of the Notification is attached hereto, marked as Exhibit 8, and fully incorporated herein by this reference as if fully stated verbatim.

44. Thereafter on July 30, 2019, Sara Hines informed Plaintiff that, due to statements made by agents of Defendant, Plaintiff would not be repairing her 2018 Nissan Rogue to its pre-collision condition.

45. Defendant caused Sara Hines to breach her contract with Plaintiff to repair her 2018 Nissan Rogue automobile, intentionally and without justification or cause.

46. In causing Sara Hines to breach her contract with Plaintiff, Defendant used improper means, including misrepresentations of fact, to induce Sara Hines, to seek having repairs to her automobile at another repair shop.

47. The acts and conduct of Defendant as described herein caused damage to Plaintiff as a result of the loss of the benefit of repair contract to the Hines 2018 Nissan Rogue, together with incidental fees and expenses incurred, in the aggregate sum of \$5,466.01.

48. Defendant's conduct herein was willful, intentional and outrageous, in that Defendant made false and misleading statements concerning Plaintiffs ability to perform the repairs to the 2018 Nissan Rogue automobile, thereby evidencing evil motive or reckless indifference to the rights of other, warranting punitive damages in the sum of \$250,000.00.

**WHEREFORE**, Plaintiff, The Collision Company, LLC prays for judgment against Defendant in such sums as are fair and reasonable, together with an award of punitive damages, court and suit costs and for such other and further relief as the Court shall deem just and proper in the premises.

#### **COUNT V - CUPP**

COMES NOW Plaintiff, The Collision Company, LLC, by and through its attorney, Mark L. Williams of McClamroch & Williams, LLC and for its claim against Defendant, State Farm Mutual Insurance Company states as follows:

49. Plaintiff realleges and restates by this reference the allegations contained in paragraphs 1 through 48, inclusive, of Count I, Count II, Count III, and Count IV as if fully set forth verbatim.

50. At the times mentioned herein, Plaintiff was a duly formed and existing Missouri Limited Liability Company with its principal place of business located in Kirksville, Adair County, Missouri.

51. Defendant is a duly formed and existing mutual insurance company with its principal offices in Bloomington, Illinois. Defendant has several agents that provide insurance services in Kirksville, Missouri, including Chad Davis, Raquel Schempp, and Audrey Harris.

52. The claim upon which Plaintiff is bringing suit upon arose in Kirksville, Adair County, Missouri.

53. On or about July 15, 2019, Tracy Cupp brought her 2014 Jeep Cherokee automobile to Plaintiff's repair shop so that an estimate of repairs could be completed.

54. Also on July 15, 2019, Tracy Cupp entered into contract for Plaintiff to make the repairs to her 2014 Jeep Cherokee in order to bring the automobile to its pre-collision condition. A copy of the Repair Authorization executed by Tracy Cupp on July 15, 2019, is attached hereto, marked as Exhibit 9, and fully incorporated herein by this reference as if fully stated verbatim.

55. Based upon Plaintiff's inspection of the damage to Tracy Cupp's 2014 Jeep Cherokee, Plaintiff estimated that the repairs would cost \$16,077.70.

56. On or about July 18, 2019, Plaintiff informed Defendant that it would be repairing Tracy Cupp's 2014 Jeep Cherokee via a document entitled "Insured's Notification of Repairs." A copy of the Notification is attached hereto, marked as Exhibit 10, and fully incorporated herein by this reference as if fully stated verbatim.

57. Thereafter on or about July 29, 2019, Tracy Cupp informed Plaintiff that, due to statements made by agents of Defendant, Plaintiff would not be allowed to repair her 2014 Jeep Cherokee to its pre-collision condition.

58. Defendant caused Tracy Cupp to breach her contract with Plaintiff to repair her 2014 Jeep Cherokee automobile, intentionally and without justification or cause.

59. In causing Tracy Cupp to breach her contract with Plaintiff, Defendant used improper means, including misrepresentations of fact, to induce Tracy Cupp, to seek having repairs to her automobile at another repair shop.

60. The acts and conduct of Defendant as described herein caused damage to Plaintiff as a result of the loss of the benefit of repair contract to the Cupp 2014 Jeep Cherokee, together with incidental fees and expenses incurred, in the aggregate sum of \$16,077.70.

61. Defendant's conduct herein was willful, intentional and outrageous, in that Defendant made false and misleading statements concerning Plaintiffs ability to perform the repairs to the 2014 Jeep Cherokee automobile, thereby evidencing evil motive or reckless indifference to the rights of other, warranting punitive damages in the sum of \$650,000.00.

**WHEREFORE**, Plaintiff, The Collision Company, LLC prays for judgment against Defendant in such sums as are fair and reasonable, together with an award of punitive damages, court and suit costs and for such other and further relief as the Court shall deem just and proper in the premises.

Respectfully submitted,

, McCLAMROCH & WILLIAMS, LLC

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[mlwilliamsmmw@gmail.com](mailto:mlwilliamsmmw@gmail.com)

ATTORNEYS FOR PLAINTIFF

By: 

Mark L. Williams

#39355

STATE OF MISSOURI )

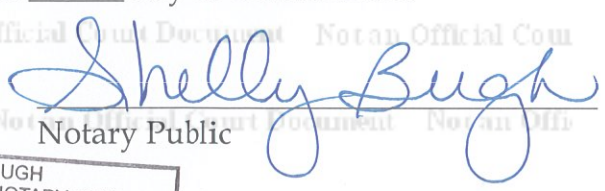
) ss.

COUNTY OF ADAIR )

Brad Buck, Managing Member of The Collision Company, LLC, a Missouri Limited Liability Company, after being duly sworn upon his oath, states that the facts stated in the foregoing Petition are true and correct to the best of his knowledge and belief and that he has been authorized by the LLC to execute this acknowledgment.

  
Brad Buck

Subscribed and sworn to before me this 7<sup>th</sup> August, 2024 day of October 2018.

  
Notary Public

My commission expires:

SHELLY BUGH  
NOTARY PUBLIC, NOTARY SEAL  
STATE OF MISSOURI  
KNOX COUNTY  
COMMISSION # 13541566  
MY COMMISSION EXPIRES: 11/26/2025