

5. The Defendant, John Negligent (“Mr. Negligent”), is an individual residing in Anywhere, Massachusetts.
6. The Defendant, The Deny, Delay, Defend Insurance Company (“DDD insurance”) is a Massachusetts corporation with a principal place of business located at 100 Any Street, Boston, Massachusetts.
7. At all relevant times, DDD Insurance was acting as the authorized insurer of Defendant Acme Services, Inc. relative to this claim.

COUNT I

Negligence

(George Hurt v. Acme Services, Inc.)

8. The Plaintiff repeats and realleges the preceding paragraphs of this Complaint and incorporates same herein.
9. At all relevant times including on October 19, 2011, Plaintiff George Hurt was the owner/operator of an automobile, which was stopped in the northbound lane at a flashing yellow traffic control signal on Broad Street, a public way in Anytown, Massachusetts.
10. At all relevant times including October 19, 2011, Defendant Acme Services, Inc. was the owner of the motor vehicle being operated by John Negligent on Broad Street, Anytown, Massachusetts. The Defendant Acme Services Inc.’s vehicle was being operated in an unsafe manner when it slammed into the rear-end of Plaintiff’s vehicle. After the collision, the operator of the Defendant Acme Services, Inc.’s truck, John Negligent, was issued Citation #R7010272 for failure

to failure to maintain control of his vehicle and failure to yield by the Anytown Police.

11. The Defendants Acme Service, Inc. and John Negligent owed a duty of care to the Plaintiff George Hurt to ensure that the vehicle owned by Acme Services, Inc. was being operated in a safe and careful manner.
12. Defendants, Acme Services, Inc. and John Negligent did breach said duty of care by allowing its vehicle to be operated in a negligent and careless manner.
13. As a direct and proximate result of the negligence of the Defendant, Acme Services, Inc., its employees, agents and for those whose actions it is responsible for, the Plaintiff George Hurt has been caused to suffer, and continues to suffer severe and permanent injuries including but limited to, multiple herniated disc injuries requiring extensive medical care. The Plaintiff George Hurt has suffered great pain of body and mind, and has been caused to incur substantial medical expenses for his care. These losses are continuing in nature and Plaintiff will continue to suffer from said losses in the future. He does not enjoy life as he did prior to the occurrence.

WHEREFORE, the Plaintiff demands judgment and damages against the Defendant, Acme Services, Inc., in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

COUNT II

Negligence

(George Hurt v. John Negligent)

14. The Plaintiff repeats and re-alleges the preceding paragraphs of this Complaint and incorporates same herein.
15. At all relevant times including on October 19, 2011, Plaintiff George Hurt was the owner/operator of an automobile, which was stopped in the northbound lane at a flashing yellow traffic control signal on Broad Street, a public way in Anytown, Massachusetts.
16. At all relevant times including October 19, 2011, Defendant Acme Services, Inc. was the owner of the motor vehicle being operated by John Negligent on Broad Street in Anytown, Massachusetts. The Defendant Acme Services Inc.'s vehicle was being operated by John Negligent in an unsafe manner when it slammed into the rear-end of Plaintiff's vehicle. After the collision, the operator of the Defendant SJ Services, Inc.'s vehicle, John Negligent, admitted that he had been looking down at his cell phone at the time of collision and was issued Citation #R7010272 for failure to maintain control of his vehicle and failure to yield by the Anytown Police.
17. The Defendants Acme Service, Inc. and John Negligent owed a duty of care to the Plaintiff George Hurt to ensure that the vehicle owned by Acme Services, Inc. was being operated in a safe and careful manner.
18. Defendants, Acme Services, Inc. and John Negligent did breach said duty of care by allowing its vehicle to be operated in a negligent and careless manner.
19. As a direct and proximate result of the negligence of the Defendants John Negligent and , Acme Services, Inc., its employees, agents and for those whose actions it is responsible for, the Plaintiff George Hurt has been caused to suffer,

and continues to suffer severe and permanent injuries. The Plaintiff George Hurt has suffered great pain of body and mind, and has been caused to incur substantial medical expenses for his care. These losses are continuing in nature and Plaintiff will continue to suffer from said losses in the future. He does not enjoy life as he did prior to the occurrence.

WHEREFORE, the Plaintiff demands judgment and damages against the Defendant, John Negligent, in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

COUNT III

Loss of Consortium

(Lisa Hurt v. Acme Services, Inc.)

20. The Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint and incorporate the same herein.

21. That as the result of the negligence of the Defendant, Acme Services, Inc., its employees, agents and for those whose actions it is responsible for, the Plaintiff, Lisa Hurt, as Wife of George Hurt, suffered a loss of society and companionship with her husband.

WHEREFORE, the Plaintiff, Lisa Hurt demands judgment and damages against the Defendant, Acme Services, Inc., in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

COUNT IV

Loss of Consortium

(Tyler Hurt, a Minor by his Parents and Next Friends,

George Hurt & Lisa Hurt v. Acme Services, Inc.)

- 22. The Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint and incorporate the same herein.
- 23. That as the result of the negligence of the Defendant, Acme Services, Inc., its employees, agents and for those whose actions it is responsible for the Plaintiff, Tyler Hurt, as son of George Hurt, suffered a loss of society and companionship with his father.

WHEREFORE, the Plaintiff, Tyler Hurt, a Minor by his Parents and Next Friends, George Hurt and Lisa Hurt, demands judgment and damages against the Defendant, Acme Services, Inc., in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

COUNT V

Loss of Consortium

(Tyler Hurt, a Minor by his Parents and Next Friends,

George Hurt & Lisa Hurt v. John Negligent)

- 24. The Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint and incorporate the same herein.
- 25. That as the result of the negligence of the Defendant, John Negligent and Acme Services, Inc., its employees, agents and for those whose actions it is responsible

for the Plaintiff, Tyler Hurt, as son of George Hurt, suffered a loss of society and companionship with his father.

WHEREFORE, the Plaintiff, Tyler Hurt, a Minor by his Parents and Next Friends, George Hurt and Lisa Hurt, demands judgment and damages against the Defendants, John Negligent and Acme Services, Inc., in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

COUNT VI

Loss of Consortium

(Lisa Hurt v. John Negligent)

26. The Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint and incorporate the same herein.
27. That as the result of the negligence of the Defendants, John Negligent and Acme Services, Inc., its employees, agents and for those whose actions it is responsible for, the Plaintiff, Lisa Hurt, as Wife of George Hurt, suffered a loss of society and companionship with her husband.

WHEREFORE, the Plaintiff, Lisa Hurt demands judgment and damages against the Defendants, John Negligent and Acme Services, Inc., in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

COUNT VII

Chapter 93A/176D

(George Hurt v. The Deny, Delay, Defend Insurance Company)

28. The Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint and incorporate same herein.
29. At all relevant times, DDD Insurance was acting as the authorized insurance company of its insured, Defendant Acme Services, Inc.
30. Plaintiffs provided in a timely fashion to DDD Insurance all requested medical bills, reports, photographs and additional materials in their possession to allow DDD Insurance to properly investigate the claim.
31. Plaintiffs submitted a demand package to DDD Insurance on or about June 11 2012, which clearly outlined Plaintiff, George Hurt's medical status and appropriate course of treatment.
32. DDD Insurance has nevertheless refused to offer any reasonable settlement of this claim.
33. On December 20, 2012, Plaintiffs served a demand for relief under G.L. c. 93A and 176D to DDD Insurance. A copy of the letter of demand is attached hereto as Exhibit "A".
34. Despite being provided with a detailed written demand for settlement on June 11, 2012, a written demand for relief pursuant to M.G.L. c. 93A/176D on December 20, 2012, and despite numerous follow-up correspondences dated January 9, 2013, March 20, 2013, April 9, 2013, May 5, 2013 (enclosing three years prior medical records) and June 15, 2013, DDD Insurance has nevertheless refused to make a reasonable and good faith offer to settle the claim.

35. The ongoing unfair and deceptive acts and practices of DDD Insurance have now forced the Plaintiffs to file suit, as DDD Insurance refuses to tender any reasonable settlement offer.
36. DDD Insurance has committed an unfair claims settlement practice in violation of G.L. c. 93A and 176D, §3, which include the following unfair practices:
 - a. Section 3(9)(d): “Refusing to pay claims without conducting a reasonable investigation based upon all information.”
 - b. Section 3(9)(f): “Failing to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.”
 - c. Section 3(9)(n): “Failing to provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement.”
37. DDD Insurance’s refusal to grant relief upon demand was made in bad faith with knowledge or reason to know that the acts and practices complained of violated Chapter 93A and 176D.
38. The acts of DDD Insurance were willful and knowing acts in violation of G.L. c. 93A and 176D.
39. The failure of DDD Insurance to make a reasonable offer of settlement is a willful and knowing violation of G.L. c. 93A and 176D.
40. As a result of said Defendant’s unfair and deceptive acts and practices, the Plaintiffs have incurred substantial damages and costs.

WHEREFORE, the Plaintiffs, pray that the Court grant the following relief against Defendant DDD Insurance:

- a. Find that the conduct of the Defendant was a violation of Chapter 93A and 176D.
- b. Find that the actions of Defendant were willful and knowing violations of Chapter 93A and 176D and/or that its refusal to grant relief upon demand was made in bad faith.
- c. Award damages to the Plaintiffs in an amount to be determined at trial, plus interest and costs as provided by law;
- d. Award Plaintiffs double/treble damages and attorneys' fees on his claims.
- e. Grant other such relief as the Court deems just and appropriate

COUNT VIII
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(George Hurt v. Acme Services, Inc.)

41. The Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint and incorporate same herein.
42. Defendant, Acme Services, Inc. owed a duty of care to the Plaintiff under the circumstances existing.
43. Defendant, Acme Services, Inc. breached that duty of care through its negligent conduct.
44. The Plaintiff suffered severe emotional distress and physical harm as a result of the Defendant's negligence.

WHEREFORE, the Plaintiffs demand judgment and damages against the Defendant, Acme Services, Inc., in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

COUNT IX
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(George Hurt v. John Negligent)

45. The Plaintiffs repeat and re-allege the preceding paragraphs of this Complaint and incorporate same herein.
46. Defendants, John Negligent and Acme Services, Inc. owed a duty of care to the Plaintiff under the circumstances existing.
47. Defendants, John Negligent and Acme Services, Inc. breached that duty of care through its negligent conduct.
48. The Plaintiff suffered severe emotional distress and physical harm as a result of the Defendant's negligence.

WHEREFORE, the Plaintiffs demand judgment and damages against the Defendants, John Negligent and Acme Services, Inc., in a sum to be determined at trial, but sufficient to meet the jurisdictional requirements of this Honorable Court, plus interest, costs and attorneys' fees.

DEMAND FOR JURY TRIAL

Plaintiffs hereby make demand for trial by jury on all issues so triable.

The Plaintiffs,
George Hurt, Lisa Hurt &
Tyler Hurt, a Minor
by his Parents and Next Friends,
George Hurt & Lisa Hurt
By their Attorney,

Joseph K. Curran, Jr., Esq.
Curran & Desharnais, P.C.

11 Front Street, Suite One
Weymouth, MA 02189
781-331-3811 Telephone
781-331-3866 Facsimile

Dated: _____

Plaintiffs reserve their right to file additional counts.