

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

JOSEPH MOKWA, individually, and
Joseph Mokwa, on behalf of the Estate
of Janet Torrisi-Mokwa,

Plaintiff,

vs.

DEMAYA ANGELOU LOVE,
Serve:
5461 Delmar
Apt. 304
St. Louis, MO 63112

and

THE CINCINNATI INSURANCE CO.,
Serve:
Missouri Department of Insurance
301 W. High Street, Suite 530
Jefferson City, MO 65101
Return summons to counsel for service

Defendants.

Cause No.:

Division No.:

JURY TRIAL DEMANDED

PETITION FOR WRONGFUL DEATH AND VEXATIOUS DELAY

COMES NOW Plaintiff, Joseph Mokwa, individually, and Joseph Mokwa as the personal representative of the Estate of Janet Torrisi-Mokwa, through his attorney Neil J. Bruntrager, and hereby files his Petition against Defendants Demaya Angelou Love and The Cincinnati Insurance Company, to wit:

PARTIES

1. Plaintiff Joseph Mokwa is a resident of the State of Missouri, and is the surviving spouse of Janet Torrisi-Mokwa, hereinafter known as the "Decedent."

2. Defendant Demaya Angelou Love resides in the City of St. Louis, State of Missouri and at all times herein Defendant Love was an uninsured motorist.
3. Defendant The Cincinnati Insurance Company, hereinafter the “Insurance Carrier,” was Plaintiff and the Decedent’s uninsured insurance coverage provider and had a policy of insurance under Policy Numbers A010740129 and U010740129. Further, the Defendant, The Cincinnati Insurance Company is an insurance company operating under the laws of the State of Missouri and under provisions of §375.261 RSMo.

JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in the City of St. Louis because Plaintiff Mokwa is a resident of the City of St. Louis and the cause of action herein arose as a result of an incident that occurred in the City of St. Louis, State of Missouri.

COUNT I – Wrongful Death

5. On or about July 23, 2018, Decedent, Janet Torrisi-Mokwa, was operating her motor vehicle and traveling west on Forest Park Parkway.
6. Defendant Love was operating her vehicle while traveling south on Union Blvd, where she attempted to make a right turn onto Lindell Blvd., when she suddenly lost control of her vehicle striking the curb, an electric signal, and drove up onto the sidewalk and struck the bridge barrier.
7. After striking the bridge barrier, the barrier broke apart sending concrete pieces down onto Forest Park Parkway below.

8. Decedent's vehicle was struck with a 2,900 pound piece of concrete from the bridge above, killing Decedent Torrisi-Mokwa.
9. Defendant Love was negligent and careless in the operation of her vehicle, causing the death of Decedent Torrisi-Mokwa in the following respects:
 - a. Negligently and carelessly operated her vehicle without a proper driver's license or vehicle insurance.
 - b. Negligently and carelessly struck a curb, drove onto the sidewalk, striking an electric signal and the bridge barrier on Lindell Blvd. overlooking Forest Park Parkway.
 - c. Negligently and carelessly operated her vehicle in a careless and imprudent fashion.
10. Plaintiff Mokwa states that as a direct and proximate result of the aforesaid negligence and carelessness of Defendant Love, caused the wrongful death of Decedent Torrisi-Mokwa when the piece of concrete from the bridge struck the Decedent's vehicle.

WHEREFORE, Plaintiff Mokwa prays judgment against Defendant Love, in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) together with his costs herein expended and for such other and further relief as this Court deems just and proper.

COUNT II – Uninsured Motorist Coverage and Vexatious Delay

COMES NOW Plaintiff Joseph Mokwa, individually, and Joseph Mokwa as the personal representative of the Estate of Janet Torrisi-Mokwa, and for Count II of his action against The Cincinnati Insurance Company states as follows:

11. Plaintiff Mokwa re-alleges and incorporates by reference as though fully set forth herein each and every allegation contained in Paragraphs 1 through 10 of the Petition.
12. Plaintiff Mokwa states that his claim arises pursuant to a policy of insurance issued in the State of Missouri and a motor vehicle incident that occurred in St. Louis City, State of Missouri. Defendant Insurance Carrier has offices for the transaction of its usual business in St. Louis City, State of Missouri. Additionally, the incident from which the injuries arise occurred in St. Louis City, State of Missouri, therefore, jurisdiction and venue over the matters and parties is proper in St. Louis City, State of Missouri.
13. Plaintiff Mokwa further states that Defendant Insurance Carrier is an insurance company operating under the laws of the State of Missouri, and under the provisions of §375.261 RSMo, service of process shall be had upon the defendant insurance company by delivery of two copies of the summons, with copies of the petition thereto attached to the Superintendent of the Insurance Division of the State of Missouri, or in his absence, to the Deputy Superintendent of the Insurance Division, or in the absence of both the Superintendent and the Deputy Superintendent, to the chief clerk of the Division of Insurance, at the office of the Superintendent of the Insurance Division of the State of Missouri in Jefferson City, Missouri.
14. On or about July 23, 2018, Decedent, Janet Torrisi-Mokwa, was operating her motor vehicle and traveling west on Forest Park Parkway.
15. Defendant Love was operating her vehicle while traveling south on Union Blvd, where she attempted to make a right turn onto to Lindell Blvd., when she suddenly

- lost control of her vehicle striking the curb, an electric signal, and drove up onto the sidewalk and struck the bridge barrier.
16. After striking the bridge barrier, the barrier broke apart sending concrete pieces down onto Forest Park Parkway below.
 17. Decedent's vehicle was struck with a 2,900 pound piece of concrete from the bridge above, killing Decedent Torrisi-Mokwa.
 18. Defendant Love was negligent and careless in the operation of her vehicle, causing the death of Decedent Torrisi-Mokwa in the following respects:
 - d. Negligently and carelessly operated her vehicle without a proper driver's license or vehicle insurance.
 - e. Negligently and carelessly struck a curb, drove onto the sidewalk, striking an electric signal and the bridge barrier on Lindell Blvd. overlooking Forest Park Parkway.
 - f. Negligently and carelessly operated her vehicle in a careless and imprudent fashion.
 19. Plaintiff Mokwa states that as a direct and proximate result of the aforesaid negligence and carelessness, Defendant Love caused the wrongful death of Decedent Torrisi-Mokwa when the piece of concrete from the bridge struck the Decedent's vehicle.
 20. Plaintiff further states at the time of the incident, Defendant Demaya Angelou Love was an uninsured motor vehicle operator.
 21. Plaintiff further states at the time of the incident Plaintiff Mokwa had a policy of insurance with The Cincinnati Insurance Company under Policy Numbers

A010740129 and U010740129. Both Plaintiff Mokwa and Decedent Torrisi-Mokwa were insured under these policies. The said policies of insurance provided uninsured motorist coverage and Defendant Love was an operator of an uninsured motor vehicle as defined by the policies and Missouri law. The Defendant Insurance Carrier is liable for the damages caused by the negligence and carelessness of Demaya Angelou Love as a result of their uninsured coverage.

22. Plaintiff Mokwa has made a demand from Defendant Insurance Carrier for payment under the uninsured coverage on policies A010740129 and U010740129.

23. Plaintiff Mokwa is an insured within the terms and conditions set forth in the Cincinnati Insurance Company policy. Plaintiff Mokwa has complied with all the said conditions of said policy of insurance, included payment of the premium and has made demand for payment under the said policy which Defendant insurance company has failed or refused to pay.

WHEREFORE, under Count II, Plaintiff prays judgment against Defendant Cincinnati Insurance Company in an amount in excess of Twenty-Five Thousand Dollars (\$25,000) together with his costs herein expended and for such other and further relief as the Court deems just and proper.

BRUNTRAGER & BILLINGS, P.C.

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