

IN THE CIRCUIT COURT OF TEXAS COUNTY
STATE OF MISSOURI

FILED
APR 19 2010
PHYLLIS STALEY
Circuit Clerk & Ex-Officio Recorder
TEXAS COUNTY, MISSOURI

COUNTY OF TEXAS, MISSOURI

Plaintiff,

v.

Cause No. 10TE-CC-00147

CABOOL INSURANCE AGENCY
Serve: c/o Director of Insurance
301 W. High Street, Room 530
Jefferson City, MO 65101

and,

CRAIG POUNDS
Serve: 620 Ozark
Cabool, MO 65689

Defendants.

JURY TRIAL REQUESTED

PETITION

COMES NOW plaintiff Texas County, by and through counsel, Gray, Ritter & Graham, P.C., and for their cause of action against defendants Cabool Insurance Agency and Craig Pounds, states:

1. Plaintiff Texas County is a political subdivision of the State of Missouri existing pursuant to Article VI, § 1 of the Missouri Constitution.
2. Defendant Cabool Insurance Company is an active licensed business entity producer with its principal place of business in Missouri.
3. Defendant Craig Pounds is a resident of Missouri.
4. At all times referenced herein, defendant Cabool Insurance Agency acted by and through its officers, agents or employees, whether actual, inherent, or apparent, including defendant Pounds.

5. At all times referenced herein, defendants held themselves out to the public as insurance agents or brokers capable of obtaining insurance coverage for clients for a commission or fee.

6. Defendants acted as plaintiff's agent or broker for plaintiff's purchase of insurance for a period of time which included August 18, 2005 through August 18, 2006.

7. Prior to the time defendants obtained insurance for plaintiff for the period of time from August 18, 2005 through August 18, 2006, plaintiff instructed defendants to obtain insurance to protect it from any and all liability.

8. Prior to the time defendants obtained insurance for plaintiff for the period of time from August 18, 2005 through August 18, 2006, plaintiff instructed defendants to obtain insurance coverage to cover all of its employees and agents.

9. Defendants owed plaintiff a duty to act with reasonable care, skill, and diligence and owed a duty to either obtain the instructed insurance or advise plaintiff of their failure to obtain such insurance.

10. The insurance obtained by defendants for plaintiff did not include coverage to protect plaintiff from any and all liability or to cover all of plaintiff's employees.

11. Two claims made against plaintiff during the period from August 18, 2005 through August 18, 2006 have been denied by the carrier of the insurance policy sold to plaintiff while defendants were acting as plaintiff's broker or agent.

12. As a direct and proximate result of defendants' negligence, as described below, plaintiff has suffered and will continue to suffer damages including attorney

fees and expenses, as well as the cost of damages which plaintiff may be required to pay in the event that the claims brought against plaintiff are successful or are settled.

13. Defendants breached the duty owed to plaintiff in at least the following respects:

- a. Defendants failed to obtain insurance which would protect plaintiff from any and all liability;
- b. Defendants failed to obtain insurance which provided coverage for cover all of its employees;
- c. Defendants failed to obtain insurance which provided coverage for claims brought under RSMo. Chapter 213 or U.S.C. Title VII;
- d. Defendants failed to inform plaintiff that they failed to obtain insurance protecting plaintiff from any and all liability;
- e. Defendants failed to inform plaintiff that they failed to obtain insurance which provided coverage for cover all of its employees;
and
- f. Defendants failed to inform plaintiff that they failed to obtain insurance which provided coverage for claims brought under RSMo. Chapter 213 or U.S.C. Title VII..

14. Jurisdiction is appropriate in the Circuit Court as the damages sought, exclusive of interest and costs, exceed the amount of the jurisdiction of the Associate Circuit Court.

WHEREFORE, plaintiff Texas County prays for judgment against defendants Cabool Insurance Agency and Craig Pounds, and each of them, in such an amount as

is fair and reasonable, for costs expended in this action, and for such further relief as the Court may deem just and proper.

GRAY, RITTER & GRAHAM, P.C.

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