MICHAEL E. WHITAKER,	:	
Plaintiff	:	**CASE NO. 2019 CVC 00094**
vs.	:	**Judge McBride**
JAMES D. SCOTT,	:	**DECISION/ENTRY**
and	:	
PAMELA WOODRUFF,	:	
and	:	
JOHN DOES I-V,	:	
and	:	
ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY,	:	
Defendants	:	
and	:	
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY	:	
Intervening Plaintiff	:	

Mark B. Smith, Mark B. Smith Co., L.P.A., counsel for plaintiff, 4101 Carew Tower, 441 Vine Street, Cincinnati, Ohio 45202.

William A. Dickhaut, counsel for defendant Allstate Fire and Casualty Insurance Company, 625 Eden Park Drive, Suite 325, Cincinnati, Ohio 45202.

Patsfall, Yeager & Pflum, Stephen J. Patsfall, counsel for defendant Pamela Woodruff, 205 W. Fourth Street, Cincinnati, Ohio 45202.

Eagen & Wykoff Co., LPA, John R. Wykoff, counsel for defendant James D. Scott, 6928 Miami Avenue, Suite 200, Cincinnati, Ohio 45243.

Gallagher, Gams, Tallan, Barnes & Littrell L.L.P., James R. Gallagher, counsel for intervening plaintiff State Farm Mutual Automobile Insurance Company.

This cause is before the court for consideration of motions for summary judgment filed by two of the parties to the case.

After filing its motion to intervene in the case, the intervening plaintiff, State Farm Mutual Automobile Insurance Company (hereinafter "State Farm"), was granted leave to intervene in the case by the court's entry on August 20, 2019.

On February 28, 2020, the intervening plaintiff filed its motion for summary judgment requesting a declaratory judgment that the defendant James D. Scott did not qualify as an insured under the State Farm policy issued to the defendant Pamela Woodruff and her husband Paul Woodruff. The motion further requests an order that there is no liability coverage available from the policy issued to the Woodruffs for the accident which led to the filing of the complaint.

On the same date as the filing of this motion, deposition transcripts were filed as to the deposition testimony of the deponents Pamela Woodruff, Paul A. Woodruff, and James D. Scott.

The defendant Pamela Woodruff filed a motion for summary judgment on February 28, 2020 requesting that she be dismissed as a defendant. She alleges that no facts exist against her which would demonstrate negligent entrustment.

On March 16, 2020, Defendant Allstate Fire and Casualty Insurance Company (hereinafter "Allstate") filed a memorandum in opposition to the motions for summary judgment filed by the defendants Pamela Woodruff and State Farm.

On March 24, 2020, State Farm filed its reply in support of its motion for summary judgment.

On March 26, 2020, the defendant Pamela Woodruff filed a reply memorandum in support of her motion for summary judgment and contra to the defendant Allstate's memorandum in opposition.

The court took the various matters under advisement on April 2, 2020. Upon consideration of the motions, the record of the proceedings, the evidence presented for the court's consideration in the three depositions filed herein, the arguments submitted by the parties, and the applicable law, the court now renders this written decision.

FACTS OF THE CASE

On January 25, 2019, the plaintiff Michael E. Whitaker filed a personal injury lawsuit against the defendants James D. Scott, Pamela Woodruff, John Does I-V, and Allstate. The suit alleges that on or about January 29, 2017, the defendant James D. Scott lost control of the truck he was driving and repeatedly struck the plaintiff's vehicle, after which the defendant Scott and his passenger fled the scene. The defendant Scott was later located and arrested for operating his vehicle under the influence of alcohol and other traffic charges.

The suit alleges that the defendant Scott's negligent operation of the truck was the direct and proximate cause of injuries to the plaintiff. The suit further alleges that the defendant Pamela Woodruff was the owner of the truck and negligently entrusted her vehicle to the defendant Scott. The complaint also alleges an uninsured motorist claim against the plaintiff's automobile insurance company, the defendant Allstate. The "John Doe" defendants are other persons who were "employers, agents and/or other negligently entrusting vehicle owners with a relationship to Defendants Scott and Woodruff, and/or to their vehicle, as to render John Does I-V vicariously liable for the conduct and damages referenced above."[1]

In its motion for summary judgment, State Farm argues that the liability coverage in its insurance policy does not apply because the defendant James Scott did not have permission to operate the vehicle owned by Pamela Woodruff. The facts supporting this argument are that the three deponents – Paul Woodruff, Pamela Woodruff, and James Scott – all testified that James Scott did not have permission to operate the truck and that Scott was aware of that on the date of the accident.

Scott is the son-in-law of the Woodruffs, and the Woodruffs were aware that Scott did not have a valid driver's license at the time of the accident and for many years prior to that. Scott testified that he had not had a valid driver's license since 2004 or 2005.[2] He also testified that he has continued driving and been cited for years for driving while under a license suspension.[3]

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[1] Plaintiff's Complaint, Count V. Plaintiff further alleged that the names of the John Does could not be discovered prior to the filing of suit and commencement of formal discovery. To the date of this Decision/Entry, Plaintiff has not presented to the court a filing substituting a name or names for the John Doe defendants.
[2] Scott Dep., pp. 18-19.
[3] Scott Dep., pp. 18-22.

Pamela Woodruff testified that although she purchased the truck, she did not have any actual or constructive control over the vehicle and never drove it.[4] The truck was for the primary use of her husband Paul Woodruff.[5] Both Paul Woodruff and Pamela Woodruff testified that they knew Scott did not have a valid driver's license at the time of the accident and that he had not had one since he was 18 years old, approximately 12 years prior to the accident.[6] Both testified that they had never given Scott permission to drive any of their vehicles since they knew he did not have a valid license.

This is not, however, Scott's testimony. In his deposition, Scott said that on occasions while he worked for Paul Woodruff's company, TD Home Improvement, he drove the business vehicles.[7]

On the night before the accident, Scott called Paul Woodruff and asked if he could borrow the truck the next day for a job. According to Paul Woodruff, this was the first and only time Scott had ever asked to borrow the vehicle.[8] Woodruff said he would loan the truck only if someone else would drive it and Scott replied that he had lined-up a co-worker, Ken Smith, to drive the truck.[9]

Pamela Woodruff was unaware that the truck was borrowed and did not learn of this until she was contacted by the police after the accident.[10] When questioned in her deposition, she testified that she had not "at any given time" granted permission to James

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[4] Paula Woodruff Dep., p. 12.
[5] Id., p. 13.
[6] Paul Woodruff Dep., p. 23; Paula Woodruff Dep., pp. 14-15.
[7] Scott Dep., pp. 27-28.
[8] Paul Woodruff Dep., p. 29.
[9] Paul Woodruff Dep., pp. 27-28.
[10] Pamela Woodruff Dep., pp. 16-17.

Scott to drive the truck titled in her name. She was not even aware that her husband had allowed Scott to borrow the truck and given the key to Ken Smith.[11]

Paul Woodruff had met Ken Smith a couple times prior to this occasion but did not know much about him. On the day before the accident, he agreed to allow Smith to drive the truck after confirming that he had a driver's license. Paul Woodruff placed no restriction on the amount of time Smith and Scott could use the truck.[12] Smith and Scott left the Woodruff home after picking up the truck, and at the time Smith was driving.[13]

According to Scott's deposition, after working the day after borrowing the truck (January 29, 2017), he and Smith went to the Mount Carmel Pub, where Scott drank four or five beers and played pool. He does not recall leaving the pub or driving the truck. In fact, the only thing he remembers after drinking beer and playing pool is when woke up in the Clermont County Jail.[14] However, when he later spoke with his in-laws, he told both Paul Woodruff and Pamela Woodruff that at one point during that evening. he took the keys to the truck from Smith because Smith was too drunk to drive.[15]

Scott testified in his deposition that a state trooper told him he had admitted he was driving the truck.[16] Scott testified that as a result of the accident he was charged with, and pled guilty to, a charge of operating a motor vehicle while intoxicated (OVI).[17]

The State Farm auto policy was issued to Paul Woodruff and Pamela Woodruff and was in full force and effect on the date of the accident. The policy defines "insured"

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[11] Pamela Woodruff Dep., pp. 13-21.
[12] Paul Woodruff Dep., p. 32.
[13] Id., p. 33.
[14] Scott Dep., p. 35, 37-43
[15] Paul Woodruff Dep., p. 36; Pamela Woodruff Dep., p. 20.
[16] Scott Dep., p. 44. The court notes that the trooper was not deposed, nor was any witness to the accident.
[17] Scott Dep., p. 86.

to include the Woodruffs and any resident relatives. State Farm points out that, while Scott was a relative on the date of the accident, Scott did not reside with the Woodruffs,[18] and therefore was not a resident relative.

The policy goes on to describe "other insureds" as other persons who use the Woodruff vehicle within the scope of the Woodruffs' consent. Due to this policy language, State Farm submits that Scott would only be an insured if he was using the vehicle at the time of the accident within the scope of consent given to him by Paul Woodruff, and that Scott was not given consent to operate the truck.

In its response, Allstate notes that neither Paul Woodruff nor Pamela Woodruff can identify who was driving the truck at the time of the accident. Scott's deposition sheds little light on this as he claims to remember nothing about the accident. In both depositions taken of the Woodruffs, they separately remember that Scott told them that he took the keys to the truck away from Smith because Smith was too drunk to drive.

However, in Scott's deposition, he testified that he did not recall Smith drinking at the Mount Carmel Pub.[19] Although Scott testified he has no recollection of anything after drinking and playing pool at the club until he awoke in the jail, he is attributed by the state trooper on the police report as admitting he was driving the truck.

Despite Scott's guilty plea to OVI, Allstate notes that there is no evidence that Smith was not driving the vehicle.

Allstate also points to inconsistencies in Paul Woodruff's testimony. In the past, Woodruff had taken the precaution of paying others to drive Scott to work and was

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[18] Pamela Woodruff stated at page 31 of her deposition that at all times pertinent to this matter, Scott resided in Bethel, Ohio, and Paul Woodruff testified at page 9 of his deposition that at all times pertinent to this matter he and Pamela Woodruff have resided in Amelia, Ohio.
[19] Scott Dep., p.42.

insistent that Scott not drive. He was aware that Scott did not have a license, had multiple suspensions, and abused alcohol. Entrusting the driving to Smith – a person he had only met on a couple occasions – does not appear to Allstate to be in conformity with Paul Woodruff's expressed stance against the danger that Scott might drive. Paul Woodruff didn't know much about Smith and had met him less than a month prior to the accident.

State Farm's response notes that the evidence is clear that the scope of the consent granted to Scott "completely and totally" precluded Scott from operating the truck. State Farm further notes that there is no evidence to the contrary in the three depositions.

Allstate's opposition to State Farm's motion for summary judgment rests in large part on the allegations presented in its answer and cross-claims against defendants James D. Scott and Pamela Woodruff. The plaintiff has an insurance policy with Allstate, which policy includes uninsured motorists coverage. That policy was also in full force and effect on the date of the accident. Allstate seeks indemnification and reimbursement from James D. Scott and Pamela Woodruff for any damages declared in the case.

LEGAL STANDARD

The court must grant summary judgment, as requested by a moving party when:

> "(1) No genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to the party opposing the motion."[20]

[20] *Temple v. Wean United, Inc.*, 50 Ohio St.2d 317, 327, 364 N.E.2d 267 (1977). *See Davis v. Loopco Indus., Inc.*, 66 Ohio St.3d 64, 65-66, 609 N.E.2d 144 (1993) (holding same); Civ.R. 56(C).

The court must view the evidence in a light most favorable to the nonmoving party.[21] Even the inferences drawn from the evidence and underlying facts must be construed in favor of the nonmoving party, such as inferences drawn from affidavits, depositions, etc.[22] A fact is material when, under the governing substantive law, the facts "might affect the outcome of the suit."[23]

Whether a genuine issue exists is answered by the following inquiry: Does the evidence present "a sufficient disagreement to require submission to a jury" or is it "so one-sided that the party must prevail as a matter of law"?[24] This threshold inquiry determines whether there are "any genuine factual issues that can properly be resolved only by a finder of fact because they may reasonably be resolved in favor of either party."[25]

The movant bears the burden to show that no genuine issue exists as to any material fact, and it is entitled to judgment as a matter of law.[26] This burden requires the movant to "specifically delineate the basis upon which summary judgment is sought in order to allow the opposing party a meaningful opportunity to respond."[27] If the movant fails to satisfy its initial burden, the motion for summary judgment must be denied.[28]

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[21] *Welco Indus. Inc. v. Applied Cos.*, 67 Ohio St.3d 344, 356, 617 N.E.2d 1129 (1993); *Willis v. Frank Hoover Supply*, 26 Ohio St.3d 186, 188, 497 N.E.2d 1118 (1986); *Williams v. First United Church of Christ*, 37 Ohio St.2d 150, 152, 309 N.E.2d 924 (1974).
[22] *Hannah v. Dayton Power & Light Co.*, 82 Ohio St.3d 482, 485, 696 N.E.2d 1044 (1998), citing *Turner v. Turner*, 67 Ohio St.3d 337, 341, 617 N.E.2d 1123 (1993).
[23] *Anderson v. Liberty-Lobby Inc.* 477 U.S. 242, 248, 106 S.Ct. 2505, 2510, 91 L.Ed.2d 202, 211 (1986).
[24] Id. at 251-52.
[25] Id. at 250.
[26] *AAAA Enterprises, Inc. v. River Place Community Urban Redevelopment Corp.*, 50 Ohio St.3d 157, 161, 553 N.E.2d 597 (1990); *Harless v. Willis Day Warehousing Co.*, 54 Ohio St.2d 64, 66, 375 N.E.2d 46 (1978).
[27] *Mitseff v. Wheeler*, 38 Ohio St.3d 112, 526 N.E.2d 798 (1988), syllabus.
[28] Id. *See HSBC Mtge. Serve. v. Williams*, 12th Dist. Butler No. CA2013-09-174, 2014-Ohio-3778, ¶ 8 (holding same).

However, if the movant satisfies this burden, then the nonmoving party has a "reciprocal burden" to set forth specific facts, beyond the allegations and denials in his pleadings, demonstrating that a "triable issue of fact" remains.[29] The duty of the nonmoving party is more than that of resisting the motion's allegations.[30]

Instead, this burden requires the nonmoving party to "produce evidence on any issue for which [the nonmoving] party bears the burden of production at trial."[31] The nonmoving party must present documentary evidence of specific facts showing that there is a genuine issue for trial.[32] It may not rely on the pleadings or unsupported allegations.[33]

Under Civ.R. 56(C), the only evidence that may be considered when ruling on a motion for summary judgment is "pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact, if any, timely filed in the action."[34] The trial court maintains the sound discretion to admit or exclude relevant evidence.[35] When a document falls outside the enumerated categories in Civ.R. 56(C), the correct method to introduce the document is to incorporate it by reference into a properly framed affidavit.[36]

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[29] *Dresher v. Burt*, 75 Ohio St.3d 280, 293, 662 N.E.2d 264 (1996).
[30] *Wells Fargo*, 2013-Ohio-855 at ¶ 25.
[31] (Citation omitted.) *Wing v. Anchor Media Ltd. Of Texas*, 59 Ohio St.3d 108, 570 N.E.2d 1095 (1991), paragraph three of the syllabus; *See Welco Indus., Inc.*, 67 Ohio St.3d at 346 (holding same).
[32] *Williams*, 2014-Ohio-3778 at ¶ 8. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 324, 106 S.Ct. 2548, 91 L.Ed.2d 265 (1986).
[33] Id.
[34] *See Wells Fargo*, 2013-Ohio-855 at ¶ 15, citing *State ex rel. Varnau v. Wenninger*, 12th Dist. Brown No. CA2009-02-2010, 2011-Ohio-3904, ¶ 7 ("Civ.R. 56(C) provides an exclusive list of materials that a trial court may consider when deciding a motion for summary judgment.").
[35] *Green Tree Servicing, L.L.C. v. Roberts*, 12th Dist. Butler No. CA2013-03-039, 2013-Ohio-5362, ¶ 18, quoting *U.S. Bank v. Bryant*, 12th Dist. Butler No. CA2012-12-266, 2013-Ohio-3993, ¶ 10.
[36] *Martin v. Central Ohio Transit Auth.*, 70 Ohio App.3d 83, 89, 590 N.E.2d 411 (10th Dist.1990); *Biskupich v. Westbay Manor Nursing Home*, 33 Ohio App.3d 220, 222, 515 N.E.2d 632 (8th Dist.1986).

Opposing and supporting affidavits must be based on personal knowledge, must set forth facts as would be admissible into evidence, and must affirmatively show that the affiant is competent to testify on the matters in the affidavit.[37] "Personal knowledge" is defined as "[k]nowledge of the truth in regard to a particular fact or allegation, which is original and does not depend on information or hearsay."[38] "Absent evidence to the contrary, an affiant's statement that his affidavit is based on personal knowledge will suffice to meet the requirements of Civ.R. 56(E)."[39] Furthermore, if the affiant does not specifically state that he or she has personal knowledge, "personal knowledge may be inferred from the contents of the affidavit."[40]

By contrast, if certain statements in the affidavit "suggest that it is unlikely that the affiant had personal knowledge" of the facts, then "something more than a conclusory averment that the affiant has personal knowledge would be required."[41] Likewise, affidavits that merely set forth legal conclusions or opinions without stating supporting facts are insufficient to satisfy Civ.R. 56(E).[42]

Civ.R. 56(E) provides that "[s]worn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith." Thus, documents referenced in the affidavit "must be attached to the affidavit."[43] If the affiant "relies" on

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[37] Civ.R. 56(E); *Wells Fargo v. Smith*, Blue Sky L. Rep. P 75.026, 2013-Ohio-855, ¶ 16 (12th Dist.).
[38] *Wells Fargo*, 2013-Ohio-855 at ¶ 16.
[39] Id., citing *Churchill v. G.M.C.*, 12th Dist. No. CA2002-10-263, 2003-Ohio-4001, ¶ 11.
[40] Id.
[41] Id., quoting *Bank One, N.A. v. Swartz*, 9th Dist. No. 03CA008308, 2004-Ohio-1986, ¶ 14.
[42] *Stamper v. Middletown Hosp. Assn.*, 65 Ohio App.3d 65, 69, 582 N.E.2d 1040 (12th Dist.1989).
[43] *Wells Fargo*, 2013-Ohio-855 at ¶ 17, citing Civ.R. 56(E).

documents in the affidavit but fails to attach those documents, "the portions of the affidavit that reference those document[s] must be stricken."[44]

Because summary judgment is a procedural device designed to terminate litigation where there is nothing to try, it must be awarded with caution, and doubts must be resolved in favor of the nonmoving party.[45] Summary judgment is inappropriate when the facts are subject to reasonable dispute when viewed in a light favorable to the nonmoving party.[46]

LEGAL ANALYSIS

Given the facts presented in the three depositions filed in this matter, the court believes that there remains a dispute as to a material fact necessary to decide this coverage issue. That issue is whether Ken Smith, who may be an "other insured" under the State Farm policy issued to Paul and Pamela Woodruff, was driving the truck at the time of the accident. Not enough evidence has been developed at this point in the case to provide the additional facts necessary for a jury to resolve this issue. However, enough testimony has been adduced to convince the court that that this portion of the case is not ripe for summary judgment. Such additional facts may be obtained from witnesses to the accident, including the plaintiff, from Ken Smith, and from evidence uncovered by the trooper who investigated the accident.

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[44] Id. at ¶ 16, citing *Third Federal S. & L. Assn. of Cleveland v. Farno*, 12th Dist. No. CA2012-04-028, 2012-Ohio-5245, ¶ 10. *See State ex rel. Varnau v. Wenninger*, 12th Dist. Brown No. CA2009-02-010, 2011-Ohio-3904 (striking portions of affidavit where documents were reviewed and relied upon in drafting affidavit but not attached to the affidavit or served with it).
[45] *Loopco Indus., Inc.*, 66 Ohio St.3d at 66, 609 N.E.2d at 145.
[46] *Mers v. Dispatch Printing Co.*, 19 Ohio St.3d 100, 105-06, 483 N.E.2d 150 (1985).

State Farm argues that the only issue raised in the motion for summary judgment was whether or not Scott was entitled to liability coverage under the State Farm policy issued to the Woodruffs. State Farm avers that coverage as to Scott depends upon only one issue, namely, whether Scott exceeded the scope of the consent granted to him for use of the vehicle. The fact that Scott exceeded the scope of the consent (he could borrow the truck, but not drive it) was uncontroverted in the three depositions. State Farm argues that no other facts and no other issues are necessary to decide this motion.

However, that is not the only issue that State Farm must satisfy in order to receive summary judgment. If Smith was the driver and was operating within the scope of the consent, then he was arguably entitled to liability coverage under the State Farm policy issued to the Woodruffs. Additionally, if Paul Woodruff should have known that Scott would probably drive the truck in any event, (given Scott's past conduct of driving without a license including driving vehicles for a company Woodruff once owned), then the negligent entrustment issue is also unresolved at this point.

The fact that Scott subsequently entered a guilty plea to OVI as a result of the accident is not controlling. His testimony was inconsistent in his deposition at several points, but he seemed consistent in his statements that he couldn't remember driving or anything about the accident. The allegations are that two persons ran from the truck immediately following the accident. From the state of the evidence, the court cannot determine either that the two were Smith and Scott, or which of the two runners was the driver. Neither Pamela Woodruff nor Paul Woodruff know who was driving, and James Scott claims to have no recollection between the time he was drinking at the pub and the

moment he awoke at the jail. There is no evidence that Ken Smith was not driving the vehicle, nor is there any evidence that he was driving the vehicle.

Pamela Woodruff's motion for summary judgment fails for the same reason. Although she was not the insured who gave consent to Scott to borrow the truck so long as he did not drive it, her husband did give the consent. His proviso was that only Smith would be allowed to do the driving. Her argument that she did not negligently entrust her vehicle is a fact question that also is not satisfied for purposes of summary judgment. She testified that she was essentially the owner of the truck in name only. Her husband was the principal user of the truck. In addition, both she and her husband are named insureds on the automobile liability policy covering the truck. If the driver at the time of the accident was Ken Smith, he was driving with the permission of one of the named insureds and the principal user of the vehicle. Allstate suggests in its memorandum in opposition to the motions for summary judgment that Pamela Woodruff is liable, under an agency theory, for the negligent entrustment by her husband. Under normal principal and agent rules, a spouse may be responsible for the torts of the other spouse committed within the scope of the latter's authority.[47] However, the mere relationship of husband and wife does not necessarily create the agency relationship unless there is proof of actual authority.[48] Perhaps more facts could be developed as the case progresses to either confirm or rebut the issue of liability based on an agent and principal relationship;

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[47] In the case of *Gleason v. Bell,* 91 Ohio St. 268, 110 N.E. 513 (1915), the Ohio Supreme Court reviewed a case in which a wife had permitted her husband to manage and make contracts regarding her property. Fraudulent misrepresentations made by her husband were imputed to her because she ratified his acts and accepted the benefits of the contracts he procured. In the case at bar, there is no evidence that Pamela Woodruff ratified her husband's act of lending the truck to Scott.

[48] *Royal Indemnity Co. v. McFadden,* 65 Ohio App. 15, 19, 29 N.E.2d 181 (1st Dist. 1940).

however, Allstate has not developed facts supporting its agency theory to this point in the litigation.

Putting the agency issue aside, neither State Farm nor Pamela Woodruff has met the burden of showing that no genuine issue of material fact exists. Although speculation is not permitted, the nonmovant "receives the benefit of all favorable inferences when evidence is reviewed for the existence of genuine issues of material facts."[49]

CONCLUSION

For the foregoing reasons, the court finds that State Farm's motion for summary judgment and Pamela Woodruff's motion for summary judgment are not well-taken and are hereby denied.

IT IS SO ORDERED.

DATED: 8-3-20

Judge Jerry R. McBride

[49] *Byrd v. Smith*, 110 Ohio St.3d, 2006-Ohio-3455, 850 N.E.2d 47, ¶ 25.

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing were sent on this 18th day of August 2020 by e-mail to Mark B. Smith, Attorney for the Plaintiff, at mark@markbsmithlaw.com, to John R. Wykoff, Attorney for the Defendant James D. Scott, at jwykoff@eagenandwykoff.com, to Stephen J. Patsfall, Attorney for the Defendant Pamela Woodruff, at spatsfall@pyplaw.com, to William A. Dickhaut, Attorney for the Defendant Allstate Fire and Casualty Insurance Company, at wdica@allstate.com, and to James R. Gallagher, Attorney for the Intervening Plaintiff State Farm Mutual Insurance Company, at jgallagher@ggtbl.com.

Judicial Assistant to Judge McBride