

Arkansas State Claims Commission

SEP 18 2015

Please Read Instructions on Reverse Side of Yellow copy

Please print in ink or type

BEFORE THE STATE CLAIMS COMMISSION Of the State of Arkansas

RECEIVED

Mr. Anthony Addison, Claimant

Do Not Write in These Spaces Claim No. 16-0222-CC Date Filed September 18, 2015 Amount of Claim \$ 2,000,000.00 Fund AHTD

Personal Injury, Property Damage Negligence, Pain & Suffering

State of Arkansas, Respondent AR Highway Dept.

COMPLAINT

Anthony Addison, the above named Claimant, of [redacted] County of [redacted] represented by The Brad Hendricks Law Firm of 500 C Pleasant Valley Dr. Little Rock AR 72227 (501) 221-0444 (501) 661-0196

State agency involved: Arkansas Highway Department Amount sought: \$2,000,000.00

Month, day, year and place of incident or service: 05/21/2014

Explanation: The Addison family was traveling in their 2013 Ford going south on Highway 15, near Keo, Arkansas. At the same time and place, Fred Scott, an employee of the Defendant, was operating a 2003 dump truck, owned by the Defendant, and was on the left side of Highway 15. As the Plaintiffs lawfully proceeded, Fred Scott pulled in to Plaintiffs' lane of traffic, causing a collision between the two vehicles resulting in a total loss of the Addison vehicle. Insurance paid \$16,687.63 which left the Addisons still currently owing \$402.36 on the vehicle. Mr. Addison suffered injuries to his mouth, back, lungs, ribs, face, hands, abdomen, head, arms, fingers, and pelvis. Mr. Addison is still receiving treatment and additional medical bills and records will be supplemented. Mr. Addison's camera tripod and a GPS were also destroyed in the accident.

As parts of this complaint, the claimant makes the statements, and answers the following questions, as indicated: (1) Has claim been presented to any state department or officer thereof? No; when? ; to whom? ; and that the following action was taken thereon:

and that \$ was paid thereon: (2) Has any third person or corporation an interest in this claim? No; if so, state name and address and that the nature thereof is as follows: ; and was acquired on ; in the following manner:

THE UNDERSIGNED states on oath that he or she is familiar with the matters and things set forth in the above complaint, and that he or she verily believes that they are true.

Anthony Addison (Print Claimant/Representative Name)

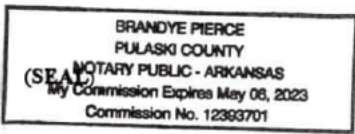
Anthony Addison (Signature of Claimant/Representative)

SWORN TO and subscribed before me at Little Rock AR

on this 8th day of September, 2015

Brandye Pierce (Notary Public)

My Commission Expires: May 6, 2023



SEP 18 2015

ARKANSAS STATE CLAIMS COMMISSION
NON VEHICLE PROPERTY DAMAGE/PERSONAL INJURY INCIDENT REPORT FORM

SECTION 1

CLAIMANT Anthony Addison **ADDRESS** 122 Cotton Lane
Lonoke **CITY & STATE** AR **ZIP CODE** 72086

RECEIVED

DATE OF INCIDENT: 05/21/2014 **TIME** Between 4:00 - 5:00 p.m.

Give a brief description of incident, showing how incident happened, exact loss and extent of damage to property and/or injury to person: The Addison family was traveling in their 2013 Ford going south on Highway 15, near Keo, Arkansas. At the same time and place, Fred Scott, an employee of the Defendant, was operating a 2003 dump truck, owned by the Defendant, and was on the left side of Hwy 15. As the Plaintiff's lawfully proceeded, Fred Scott pulled in to Plaintiff's lane of traffic, causing a collision between the two vehicles. Mr. Addison suffered injuries to his mouth, back, lungs, ribs, face, hands, abdomen, head, arms, fingers, and pelvis. Mr. Addison is still receiving treatment and additional medical bills and records will be supplemented. Mr. Addison's camera tripod and a GPS were also destroyed in the accident.

(If personal injury claim only, move on to Section IV)

SECTION II

Has this property been repaired? Yes () No (x) If repairs have been made, give the following information: Amount: \$ _____ Have you paid for the repairs? Yes () No ()

NOTE: Attach a copy of repair bill.

If repairs have not been made, list three estimates below and **attach copies** of each of them.

NAME	ADDRESS	AMOUNT
1. Tripod / GPS	Best Buy / Amazon	\$ 44.99 / 45.00
2. Tripod / GPS	Amazon / Amazon	\$ 29.29 / 34.09
3. Tripod / GPS	Walmart / Amazon	\$ 26.95 / 77.43

SECTION III

Was property covered by insurance? Yes () No (x)
If yes, what is the deductible? \$ _____

NAME OF INSURANCE CARRIER _____ **ADDRESS** _____

SECTION IV

Is injured covered by medical insurance? Yes (X) No ()
If yes, what is the deductible? \$ 0.00

NAME OF INSURANCE CARRIER Arkansas Medicaid **ADDRESS** P. O. Box 1437, Slot S296, Little Rock, AR 72203

SECTION V

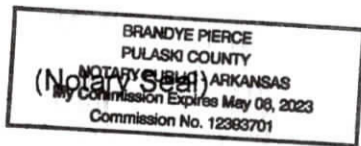
If incident was investigated by the police or by some other agency, give name and title of officer/person making the investigation: Cpl. Jerrod Akins

SECTION VI

The undersigned states on oath that he/she is familiar with the matters and things set forth in the above statement, and that he/she verily believes that they are true.

Anthony Addison
Signature of Claimant

Sworn to and subscribed before me at Little Rock, AR
City & State
on this 8 day of September, 2015
day month year



My Commission Expires May 6, 2023

Brandye Pierce
Signature of Notary Public

SETTLEMENT, RELEASE, PRO RATA DISCHARGE AND INDEMNITY AGREEMENT

I, Anthony Addison, also hereafter referred to as "the undersigned," for and in consideration of the payment of the sum of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), do hereby compromise, settle with, release, acquit and forever discharge the Arkansas Department of Transportation, Arkansas State Highway Commission, their predecessors, sub-agencies, successors, agents, servants, officers, employees, partners, insurers, and assigns and any other person, firm, corporation, or association in privity with it (hereinafter sometimes collectively referred to as "those herein released"), or any of them, of and from any and all liability, actions, claims, demands, and causes of action whatsoever which the undersigned may now have or may have in the future arising out of a motor vehicle accident occurring on or about May 21, 2014, on Highway 15 in Lonoke County, Arkansas, including all injuries, damages, and consequences whatsoever known and unknown, and regardless of whether the extent of the damages or the existence of the claim is now known or may not be determined until sometime in the future.

For the same consideration and as part of this settlement, it is understood and agreed that any lawsuit presently pending in the Arkansas State Claims Commission and styled *Anthony Addison v. Arkansas Department of Transportation*, Claims Commission No. 16-0222-CC, against those herein released, solely or among others, shall be dismissed with prejudice as to any claims of the undersigned asserted in that action against those herein released. It is understood that tender of payment by warrant will be made payable to the undersigned in the amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), which has been agreed to by the undersigned, and this settlement, in accordance with Arkansas law, is contingent upon approval from the Arkansas State Claims Commission and the Claims Review/Litigation Reports Oversight Subcommittee of the Arkansas Legislative Council Committee of the Arkansas General Assembly.

For the same consideration and as part of this compromise, the undersigned agrees to indemnify, protect and hold harmless those herein released of and from any and all claims, judgments, costs, expenses and losses (including attorney's fees) arising out of any subsequent actions, claims, or demands by reason of a claim by the undersigned or derivative of the undersigned, arising out of the hereinabove described incident. For the same consideration and as part of this compromise settlement, the undersigned further agrees to indemnify and hold harmless those herein released of and from any claims, judgments, costs, expenses and losses (including attorney's fees) by reason of any lien or subrogation rights or assigned claim asserted or claimed by any third parties on account of benefits or services provided to or for the undersigned as a result of the alleged incident described above.

It is the express intention of the undersigned to reserve any rights, claims, or causes of action which the undersigned may have against any person other than those herein released but to release fully and completely those herein released. Therefore, in consideration of the above payment, the undersigned agrees to a reduction of the damages recoverable against all other tortfeasors to the extent of the pro rata share of the liability of those herein released, and further agrees to indemnify, protect and hold harmless those herein released from all judgments, claims, losses or expenses arising out of or by reason of any action, claim or demand by any person on account of the injuries sustained by the undersigned as a result of the above described incident or any liability or alleged liability of those herein released. It is specifically intended that those herein released are and shall be released, indemnified and held harmless with respect to any liability or alleged liability under Act 315 of the Acts of Arkansas for 1941, as amended, being the

Uniform Contribution Among Tortfeasors Act. This instrument does not release the undersigned from any claims by those herein released for contribution or indemnity.

It is understood and agreed that this is a compromise settlement of doubtful and disputed claims; that the payment made shall never be construed as an admission of liability on the part of any of those herein released, by each of whom liability is expressly denied; that this payment is received in full, final and complete settlement and satisfaction of all claims against those herein released arising or to arise out of the incident described above, including any claims for contribution by other alleged tortfeasors; that the undersigned hereby declares that no representations about the nature and extent of damages nor any representations regarding the nature and extent of legal liability or financial responsibility of any of those herein released have induced the undersigned to make this release and agreement; that this release contains the entire agreement between the parties and the terms herein are contractual in nature and not merely recitals.

EXECUTED on this the ____ day of _____, 2023.

CLAIMANT:

Anthony Addison

Approved:

John Andrew Ellis
LEVAR LAW
204 Executive Court
Suite 100
Little Rock, AR 72205
(870) 246-7070

By: _____
John Andrew Ellis (Ark Bar No. 99012)

RESPONDENT:

Rita S. Looney
Chief Counsel, Arkansas Department of Transportation

APPROVED:

Amanda J. Andrews, Staff Attorney
Arkansas Department of Transportation
P.O. Box 2261
Little Rock, AR 72203-2261
(501) 569-2278

By: Amanda J. Andrews
Amanda J. Andrews (Ark. Bar No. 2005205)

SETTLEMENT, RELEASE, PRO RATA DISCHARGE AND INDEMNITY AGREEMENT

I, Anthony Addison, also hereafter referred to as "the undersigned," for and in consideration of the payment of the sum of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), do hereby compromise, settle with, release, acquit and forever discharge the Arkansas Department of Transportation, Arkansas State Highway Commission, their predecessors, sub-agencies, successors, agents, servants, officers, employees, partners, insurers, and assigns and any other person, firm, corporation, or association in privity with it (hereinafter sometimes collectively referred to as "those herein released"), or any of them, of and from any and all liability, actions, claims, demands, and causes of action whatsoever which the undersigned may now have or may have in the future arising out of a motor vehicle accident occurring on or about May 21, 2014, on Highway 15 in Lonoke County, Arkansas, including all injuries, damages, and consequences whatsoever known and unknown, and regardless of whether the extent of the damages or the existence of the claim is now known or may not be determined until sometime in the future.

For the same consideration and as part of this settlement, it is understood and agreed that any lawsuit presently pending in the Arkansas State Claims Commission and styled *Anthony Addison v. Arkansas Department of Transportation*, Claims Commission No. 16-0222-CC, against those herein released, solely or among others, shall be dismissed with prejudice as to any claims of the undersigned asserted in that action against those herein released. It is understood that tender of payment by warrant will be made payable to the undersigned in the amount of Two Hundred Thousand & 00/100 Dollars (\$200,000.00), which has been agreed to by the undersigned, and this settlement, in accordance with Arkansas law, is contingent upon approval from the Arkansas State Claims Commission and the Claims Review/Litigation Reports Oversight Subcommittee of the Arkansas Legislative Council Committee of the Arkansas General Assembly.

For the same consideration and as part of this compromise, the undersigned agrees to indemnify, protect and hold harmless those herein released of and from any and all claims, judgments, costs, expenses and losses (including attorney's fees) arising out of any subsequent actions, claims, or demands by reason of a claim by the undersigned or derivative of the undersigned, arising out of the hereinabove described incident. For the same consideration and as part of this compromise settlement, the undersigned further agrees to indemnify and hold harmless those herein released of and from any claims, judgments, costs, expenses and losses (including attorney's fees) by reason of any lien or subrogation rights or assigned claim asserted or claimed by any third parties on account of benefits or services provided to or for the undersigned as a result of the alleged incident described above.

It is the express intention of the undersigned to reserve any rights, claims, or causes of action which the undersigned may have against any person other than those herein released but to release fully and completely those herein released. Therefore, in consideration of the above payment, the undersigned agrees to a reduction of the damages recoverable against all other tortfeasors to the extent of the pro rata share of the liability of those herein released, and further agrees to indemnify, protect and hold harmless those herein released from all judgments, claims, losses or expenses arising out of or by reason of any action, claim or demand by any person on account of the injuries sustained by the undersigned as a result of the above described incident or any liability or alleged liability of those herein released. It is specifically intended that those herein released are and shall be released, indemnified and held harmless with respect to any liability or alleged liability under Act 315 of the Acts of Arkansas for 1941, as amended, being the

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EXECUTED on this the 20th day of January, 2023.

CLAIMANT:

Anthony Addison
Anthony Addison

Approved:

John Andrew Ellis
LEVAR LAW
204 Executive Court
Suite 100
Little Rock, AR 72205
(870) 246-7070

By: John Andrew Ellis
John Andrew Ellis (Ark Bar No. 99012)

RESPONDENT:

Rita S. Looney
Chief Counsel, Arkansas Department of Transportation

APPROVED:

Amanda J. Andrews, Staff Attorney
Arkansas Department of Transportation
P.O. Box 2261
Little Rock, AR 72203-2261
(501) 569-2278

By: _____
Amanda J. Andrews (Ark. Bar No. 2005205)

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

ANTHONY ADDISON

CLAIMANT

V.

CLAIM NO. 16-0222-CC

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

RESPONDENT

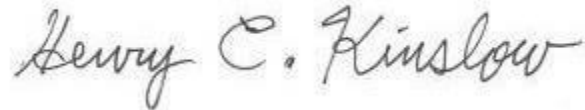
ORDER

Now before the Arkansas State Claims Commission (the “Claims Commission”) is a Settlement, Release, Pro Rata Discharge and Indemnity Agreement (the “Settlement Agreement”) signed by Anthony Addison (the “Claimant”), Claimant’s attorney, and the chief counsel and staff attorney for the Arkansas Department of Transportation (the “Respondent”). Based upon a review of the pleadings and the Settlement Agreement, the Claims Commission hereby APPROVES the Settlement Agreement and REFERS the total award of \$200,000.00 to the General Assembly for review and placement on an appropriations bill pursuant to Ark. Code Ann. § 19-10-215(b).

IT IS SO ORDERED.



ARKANSAS STATE CLAIMS COMMISSION
Courtney Baird



ARKANSAS STATE CLAIMS COMMISSION
Henry Kinslow



ARKANSAS STATE CLAIMS COMMISSION
Paul Morris, Chair

Notice(s) which may apply to your claim

- (1) A party has forty (40) days from the date of this Order to file a Motion for Reconsideration or a Notice of Appeal with the Claims Commission. Ark. Code Ann. § 19-10-211(a)(1). If a Motion for Reconsideration is denied, that party then has twenty (20) days from the date of the denial of the Motion for Reconsideration to file a Notice of Appeal with the Claims Commission. Ark. Code Ann. § 19-10-211(a)(1)(B)(ii). A decision of the Claims Commission may only be appealed to the General Assembly. Ark. Code Ann. § 19-10-211(a)(3).
- (2) If a Claimant is awarded less than \$15,000.00 by the Claims Commission at hearing, that claim is held forty (40) days from the date of disposition before payment will be processed. *See* Ark. Code Ann. § 19-10-211(a). Note: This does not apply to agency admissions of liability and negotiated settlement agreements.
- (3) Awards or negotiated settlement agreements of \$15,000.00 or more are referred to the General Assembly for approval and authorization to pay. Ark. Code Ann. § 19-10-215(b).