

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

DAVID MONTANARO, SUSAN MONTANARO)
AND COASTAL COLLISION WORKS, LLC)

Plaintiff(s))

vs.)

STATE FARM MUTUAL AUTOMOBILE INSURANCE)
COMPANY, STATE FARM FIRE AND CASUALTY)
COMPANY, BECKY SNELGROVE AND STEVE FIELDS)

Defendant(s))

Submitted By: GEORGE J. KEFALOS
Address: 46 A State Street
Charleston, SC 29401

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014 -CP- 10 -

SC Bar #: 3325
Telephone #: (843) 722-6612
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Other:
E-mail: george@kefaloslaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input checked="" type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20__-CP-____- <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture—Consent Order (850) <input type="checkbox"/> Other (899) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Pharmaceuticals (630) <input checked="" type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | | |

Submitting Party Signature: _____

Date: March 6, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous

STATE OF SOUTH CAROLINA,)
)
COUNTY OF CHARLESTON)
)
DAVID MONTANARO AND SUSAN)
MONTANARO and COASTAL)
COLLISION WORKS, LLC)
)
Plaintiff,)

IN THE COURT OF COMMON PLEAS

SUMMONS

vs.)

FILE NO. 2014-CP-10-

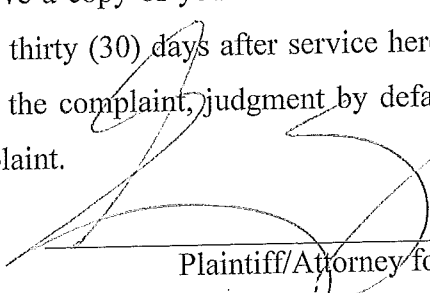
STATE FARM MUTUAL AUTOMOBILE)
INSURANCE COMOANY , STATE)
FARM FIRE AND CASUALTY)
COMPANY, BECKY SNELGROVE AND)
STEVE FIELDS)
)
Defendant.)

BY _____
JUDGE OF COMMON PLEAS
CLERK OF COURT
2014 MAR -7 PM 4:03

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Charleston, South Carolina



Plaintiff/Attorney for Plaintiff

Dated: March 6, 2014

Address: GEORGE J. KEFALOS, PA
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ATTORNEYS FOR PLAINTIFFS

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL DISTRICT CASE #: 2014-CP-
DAVID MONTANARO AND SUSAN MONTANARO and COASTAL COLLISION WORKS, LLC, <p style="text-align: right;">Plaintiffs,</p> vs. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, STATE FARM FIRE AND CASUALTY COMPANY, BECKY SNELGROVE and STEVE FIELDS, <p style="text-align: right;">Defendants.</p>	<p style="text-align: center;">COMPLAINT (Jury Trial Requested)</p> <div style="position: absolute; right: 0; top: 50%; transform: translateY(-50%); font-size: small;"> 2014 MAR -7 PM 4:03 CLERK OF COURT </div>

The plaintiffs complaining of the defendants allege as follows:

For a First Cause of Action
(Defamation)

1. The plaintiff Coastal Collision Works LLC (hereinafter Coastal) is a limited liability company organized and existing under the laws of the State of South Carolina, with offices in Charleston County South Carolina and in the business of an auto body shop.
2. The plaintiffs, David and Susan Montanaro, (herein after Montanaro) are individuals and residents of Charleston County South Carolina. They are the owners of Coastal.
3. The defendants, State Farm Automobile Insurance Company and State Farm Fire and Casualty Company(hereinafter State Farm Defendants) are corporations organized and existing under the laws of a state other than South

Carolina, doing business in Charleston County South Carolina as an automobile insurer.

4. The defendant, Becky Snelgrove, is an individual and resident of a state other than South Carolina and at all times relevant was an agent, servant and employee of the State Farm Defendants.
5. The defendant, Steve Fields, is a resident of Charleston County South Carolina and at all times relevant was acting as the agent and employee of the defendant, State Farm.
6. The plaintiffs opened a business specializing in the custom repair of damaged automobiles in 2013, having previously operated a body shop in the Atlanta Georgia area.
7. Plaintiffs perform quality fine work in repairing automobiles at competitive rates. Their work includes a fair thorough, reasonable and independent estimate of a loss. This estimate contemplates all items reasonably necessary for the proper repair of the damage to an automobile without unnecessary work.
8. The State Farm Defendants, insures a large number of South Carolina residents and as a consequence, is frequently involved in paying for the repairs to automobiles at various auto body shops, including plaintiffs. As such an insurer, State Farm has a duty to pay for all costs reasonably necessary for the proper repair of a damaged auto.
9. Shortly after the plaintiffs opened their shop in Charleston, Carter called and told plaintiffs that they (plaintiffs) were not going to get away with doing business in Charleston, as they had done in Atlanta. She said the plaintiffs would not be permitted to conduct their own estimate of a loss but were going

to have to agree to State Farm's estimates at State Farm's rate of pay for repairs, or plaintiffs would have difficulty with State Farm.

10. The State Farm Defendants, have engaged in a course of action to artificially depress the price for the repair of damaged automobiles in the Charleston area in the following ways:

- a. They have attempted to persuade the plaintiffs and Charleston area body shops to agree to repair automobiles for an amount less than they ordinarily charge in exchange for prompt adjustment of losses; for referral of business; for being listed by State Farm as a "preferred" shop.
- b. They have attempted to persuade the plaintiffs and other Charleston area body shops to repair automobiles on the basis of the State Farm estimate of damage instead of performing an independent evaluation of damage.
- c. They have attempted to persuade the plaintiffs and other Charleston area body shops to not use new parts but to substitute parts of an inferior quality; to repair instead of replacing parts requiring replacement; and to ignore damages that might not be recognizable by the customer.
- d. They have arbitrarily refused to pay reasonable costs associated with needed repairs.
- e. They have refused to pay the fair market price of parts, and insisted that any body shop doing State Farm repairs, order from a specific parts supplier and then refuses to reimburse the body shops for the extra time involved in ordering parts from the specified parts supplier.

- f. They have refused to pay for certain repairs and operations which are necessary in the repair of damaged vehicles.
11. As part of its effort to control prices in the Charleston market, the defendants have defamed plaintiffs and wrongfully discouraged its policyholders and claimants from using plaintiffs' services by writing and verbally contacting persons who were considering using the plaintiffs' services and falsely and with malice telling these prospective customers that plaintiffs "may charge more than the prices that are competitive in the market area or certain fees and costs that are not reimbursable by us (State Farm)." And that the customer "may be responsible for these charges".
 12. By falsely accusing the plaintiffs of charging noncompetitive prices, and of performing work not reasonably necessary for a proper repair, State Farm has by inference accused the plaintiffs' of either charging excess prices or of doing work not reasonably required for the repair of the vehicle and has injured the plaintiffs' reputation by accusing plaintiffs of being unfair and dishonest in their trade and business.
 13. State Farm Defendants have frequently refused to pay the plaintiffs fair value and full cost for the repair of policyholders' and claimants' automobiles.
 14. As a result of the false and defamatory statements that the plaintiffs are charging non-competitive prices for repairs and performing work not reasonably necessary for proper repairs, the plaintiffs have been monetarily damaged by the loss of business proximately caused by the

defendants' defamatory statements; the plaintiffs have suffered damage to their reputation and are entitled to actual and punitive damages.

For a Second Cause of Action
(Unfair Trade Practices)

15. The allegations of the First Cause of Action are incorporated herewith as if rewritten.
16. The defendants violated the South Carolina Unfair Trade Practices Act, § 39-5-10, *et seq.* by the following acts:
 - a. In steering customers from their shop to competitors by falsely telling the customers that plaintiffs' shop was not competitive to State Farm Select Shops.
 - b. In refusing to pay for services and materials necessary to properly repair its insureds' and claimants' vehicles.
 - c. In attempting to require plaintiffs to use substandard parts in the repair of vehicles State Farm insures and to vehicles damaged by State Farm's insureds.
 - d. In delaying approval of necessary repairs to damage plaintiffs' business.
17. As a result of the willful and knowing violations of § 39-5-10, *et. seq.*, plaintiffs are entitled to triple damages, attorneys fees and cost.

For a Third Cause of Action
(Contract)

18. The allegations of the First and Second Causes of Action are incorporated herein.
19. State Farm Defendants by their policies agreed with their insureds to pay the reasonable cost to repair their automobiles which plaintiffs

repaired less the insured's deductible. State Farm has refused to pay the reasonable competitive cost.

20. The plaintiffs have contracted with State Farm Defendants' insureds for the repair of the insureds' vehicles for the reasonable cost of the repairs. State Farm Defendants have not paid the reasonable cost of the repairs and only paid a portion of the reasonable cost of the repairs.
21. State Farm Defendants by their policies agreed with their insureds to pay the reasonable cost to repair their automobiles which plaintiffs repaired less the insured's deductible. State Farm has refused to pay the reasonable competitive cost.
22. The plaintiffs have repaired customers' vehicles who were in collisions with individuals insured with State Farm Defendants on automobile liability insurance policies and the insureds were liable for the charges. Plaintiffs and its customers agreed to repairs for reasonably competitive rates. After the vehicles were repaired, State Farm Defendants refused to pay competitive rates and only paid a portion of the competitive charges. State Farm Defendants owe the balance between that which was paid by State Farm Defendants and the charges. Plaintiffs have been assigned the claims of these customers against State Farm Defendants and their insureds.
23. State Farm Defendants have breached their contract with their insureds and have breached their agreement to pay the plaintiffs reasonable, competitive prices for their goods and services for which their insureds were liable. As a result of these breaches, plaintiffs are entitled to actual damages.

WHEREFORE having fully prayed, plaintiffs pray damages against the defendants for actual damages, punitive damages, triple damages, attorneys fees and cost of this action.


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ATTORNEYS FOR PLAINTIFFS

This ___ day of March, 2014
Charleston, SC 29401