

IN THE CIRCUIT COURT  
TWENTIETH JUDICIAL CIRCUIT  
ST. CLAIR COUNTY, ILLINOIS

BRIDGETTE EBERSOLDT and KEVIN )  
EBERSOLDT, )  
 )  
Plaintiff, )  
 )  
v. ) No. 20L0969  
 )  
MERRELL ENTERPRISES, LLC, ERNEST )  
LEROY LUMLEY, and RICHARD W. SNYDER) )  
 )  
Defendants. )

COMPLAINT

COUNT I

(BRIDGETTE EBERSOLDT - Negligence v. MERRILL ENTERPRISES, LLC)

COMES NOW the Plaintiffs, by and through their undersigned attorneys, KEEFE, KEEFE & UNSELL, P.C., and for Count I of their Complaint against the Defendant, Merrell Enterprises, LLC, states:

1) That on or about December 15, 2018, and at all times herein mentioned, the Defendant, Merrell Enterprises, LLC was a Missouri Limited Liability Corporation and the employer and principal of co-defendant Ernest Leroy Lumley.

2) That on or about December 15, 2018, and at all times herein mentioned, the Defendant, Ernest Leroy Lumley, was a citizen and resident of the State of Tennessee, and an agent, servant and/or employee of co-Defendant Merrell Enterprises, LLC, employed as a truck driver.

3) That on or about December 15, 2018, and at all times herein mentioned, the Defendant, Richard W. Snyder, was a citizen and resident of St. Clair County, IL.

4) That at all times herein mentioned, the Plaintiff, Bridgette Ebersoldt, was a citizen and resident of the State of Illinois, and lawful wedded wife of Plaintiff Kevin Ebersoldt.

5) That at all times herein mentioned, the Plaintiff, Kevin Ebersoldt, was a citizen and resident of the State of Illinois, and lawful wedded husband of Plaintiff Bridgette Ebersoldt.

6) That on or about December 15, 2018, and all times herein mentioned, Defendants Lumley and Snyder, and Plaintiff Kevin Ebersoldt, were each operating their respective vehicles south on Interstate 55 near mile post 0.1, within St. Clair County, IL.

7) That the Defendant, individually, and by and through it's agents, servants, and employees, was guilty of one or more of the following negligent acts and/or omissions:

- a. Negligently and carelessly failed to keep a proper lookout;
- b. Negligently and carelessly failed to keep his vehicle under proper control;
- c. Negligently and carelessly failed to keep his vehicle in the appropriate lane;
- d. Negligently and carelessly failed to properly brake;
- e. Negligently and carelessly operated his vehicle at an unsafe speed.

8) That as a direct and proximate result of one or more of the foregoing negligent acts and/or omissions in the part of the defendant as aforesaid, Defendant Lumley steered Defendant Merrell's truck into the lane occupied by the Ebersoldt's vehicle. He then struck the Ebersoldt's vehicle, causing it to spin out of control. The vehicle spun in front of the Merrell truck, and across two lanes of traffic, whereby Defendant Snyder's vehicle failed to stop in time and instead crashed into it, causing significant injuries. She has suffered painful and permanent injuries, including to her cervical spine. Plaintiff has incurred and become liable for large sums of money in hospital, medical and related expenses. She has suffered mental anguish, disability and disfigurement along with a loss of a normal life, past, present and future. She has also lost wages, past, present, and future, all to her damage in a substantial amount.

WHEREFORE, Plaintiff demands judgment in an amount greater than SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00), plus costs.

#### COUNT II

(BRIDGETTE EBERSOLDT - Negligence v. ERNEST LEROY LUMLEY)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count II of their Complaint against the Defendant, Ernest Leroy Lumley, states:

1-8) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 8 of Count I as and for paragraphs 1 through and including 8 of Count II.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

### COUNT III

(BRIDGETTE EBERSOLDT - Negligence v. RICHARD W. SNYDER)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count III of their Complaint against the Defendant, Richard W. Snyder, states:

1-8) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 8 of Count I as and for paragraphs 1 through and including 8 of Count III.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

### COUNT IV

(KEVIN EBERSOLDT - Negligence v. MERRELL ENTERPRISES, LLC)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count IV of their Complaint against the Defendant, Merrell Enterprises, LLC, states:

1-7) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 7 of Count I as and for paragraphs 1 through and including 7 of Count IV.

8) That as a direct and proximate result of one or more of the foregoing negligent acts and/or omissions on the part of the defendant as aforesaid, Defendant Lumley steered Defendant Merrell's truck into the lane occupied by the Ebersoldt's vehicle. He then struck the Ebersoldt's vehicle, causing it to spin out of control. The vehicle spun in front of the Merrell truck, and across two lanes of traffic, whereby Defendant Snyder's vehicle failed to stop in time and instead crashed into it, causing significant injuries. He has suffered painful and permanent injuries. Plaintiff has incurred and become liable for large sums of money in hospital, medical and related expenses. He has suffered mental anguish, disability and disfigurement along with a loss of a normal life, past, present and future. He has also lost wages, past, present, and future, all to his damage in a substantial amount.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

**COUNT V**

(KEVIN EBERSOLDT - Negligence v. ERNEST LEROY LUMLEY)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count V of their Complaint against the Defendant, Ernest Leroy Lumley, states:

1-8) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 8 of Count IV as and for paragraphs 1 through and including 8 of Count V.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

**COUNT VI**

(KEVIN EBERSOLDT - Negligence v. RICHARD W. SNYDER)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count VI of their Complaint against the Defendant, Ernest Leroy Lumley, states:

1-8) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 8 of Count IV as and for paragraphs 1 through and including 8 of Count VI.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

**COUNT VII**

(KEVIN EBERSOLDT - Loss of Consortium v. MERRILL ENTERPRISES, LLC)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count VII of their Complaint against the Defendant, Merrill Enterprises, LLC, states:



1-8) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 8 of Count I as and for paragraphs 1 through and including 8 of Count VII.

9) That as a direct and proximate result of the negligence and carelessness of the defendant as aforesaid plaintiff Kevin Ebersoldt has suffered permanent damages in that he has become liable for large sums of hospital, medical and related expenses. He has been deprived of the love, companionship, consortium, and support of his wife to which he was entitled, all to his damage in a substantial amount.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

**COUNT VIII**

(KEVIN EBERSOLDT - Loss of Consortium v. ERNEST LEROY LUMLEY)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count VIII of their Complaint against the Defendant, Ernest Leroy Lumley, states:

1-9) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 9 of Count VII as and for paragraphs 1 through and including 9 of Count VIII.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

**COUNT IX**

(KEVIN EBERSOLDT - Loss of Consortium v. RICHARD W. SNYDER)

COMES NOW the Plaintiffs, by and through their attorneys, and for Count IX of their Complaint against the Defendant, Richard W. Snyder, states:

1-9) Plaintiff adopts and incorporates the allegations of paragraphs 1 through and including 9 of Count VII as and for paragraphs 1 through and including 9 of Count IX.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount greater than seventy-five thousand dollars (\$75,000.00), plus costs.

/s/ Thomas Q. Keefe, III

Thomas Q Keefe, III

IL REG NO. 6294376

Attorney for Plaintiffs

**KEEFE, KEEFE & UNSELL, P.C.**

**ATTORNEY AT LAW**

**#6 EXECUTIVE WOODS COURT**

**BELLEVILLE, ILLINOIS 62226**

**618/236-2221**

**618/236-2194 (Facsimile)**

**Primary Email: tiffany@tqkeefe.com**

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CERTIFICATE OF SERVICE

I hereby certify that on December 7, 2020, I electronically filed Complaint with the Clerk of Court using the CM/ECF system.

/s/Thomas Q. Keefe, III