

FILED  
DISTRICT COURT  
JEFFERSON COUNTY, CO  
19 DEC 23 PM 3:51  
CANCELLED

District Court  
100 Jefferson County PRKY.  
Golden, Colorado 80401

2019 DEC 23 AM 9:04  
FILED  
COMBINED COURT  
JEFFERSON COUNTY CO

DATE FILED: December 23, 2019  
CASE NUMBER: 2019CV215

Petitioner: Nancy J. Martinez,  
&  
Respondent(s): ALLSTATE  
INSURANCE COMPANY  
Filing Party: Nancy J. Martinez  
Address: 6328 Vance Street  
Arvada, Colorado. 80003  
Phone: 720-557-0592  
E-Mail: nmartinez8004@gmail.com  
Fax: NONE

▲ FOR COURT USE ▲

Case Number: 19CV215

Amended Complaint & Cover Sheet

Comes now the Plaintiff, Nancy J. Martinez, Pro se, until I find a lawyer to take this case.

**Amended Order.**

**Motion to Amend Cover Sheet to**

**Serve the right person**

Plaintiff is responding to a court order issued by Judge Jeffrey Ralph Pilkington on November 6, 2019 to Amend my Cover sheet and Complaint and Serve the Right Person.

Plaintiff was directed by All State's representatives on who to serve this complaint/lawsuit to. This is all explained in this Case #19CV215. I knew I could not serve All State who is located in Texas. I was given bad directions on who to serve. I served Scot A. Bristol who was not even All State but State Farm as I was directed by a female at All State Main number. Sherriff's Department caught this error and then I called Main Number for All State again and was told to serve my old agent which was Paul Novak. I served Paul Novak once and then a second time because I was told I had to add names to refer to that did fraud. I added Paul Novak and Paula Perdue. Council misconstrued this as I was seeing Paul Novak. I he believed this why did he not say Paul Perdue also. They both work under the guidelines of All State and did fraud in my opinion. Council thought that Paul Novak was on the caption he was being sued but I did a motion stating that Paul Novak was there ONLY as being the person to serve the lawsuit. Now I know who to serve.

I found out I had to serve the State of Colorado Department of Regulatory Agencies and that The Division of the State of Colorado was a Register for All State. This is who I serve at The Division of Insurance at 1560 Broadway, Suite 850, and Denver, Colorado 80202. I have gone down there about three times and talked to Randy. He said to make 3 copies and told me what to do. He was really nice

### **Amend Plaintiff's Complaint**

Plaintiff will amend my complaint as Ordered by Judge Jeffrey Ralph Pilkington.

### **Col. R. Civ. Rule 8(a)**

- a. **Claim for Relief.** I filed a lawsuit on October 18, 2019 against All State for a Bad Faith Claim and Breach of contract, tort and fraud and negligence. Plaintiff is entitled for relief under C.R.S. 10-3-1115 and C.R.S. 10-3-1116.
  1. I was hit by a car driven by Donald Hernandez on 1/22/2014 while crossing a cross walk in my electric scooter, I am disabled since 1999. I was at 77<sup>th</sup> and Wadsworth in Arvada, Colorado. I was hit in Jefferson County and I live in Jefferson County therefore Jefferson County Courts have jurisdiction over this lawsuit. I am suing All State for more than \$100,000.00 therefore Jefferson County has jurisdiction.
  2. All State was my insurer at the time of this accident on 1/22/2014 and never paid anything on my claim. Plaintiff asked All State to investigate and All State took my statement of what happened. Alicia Reyes was my

investigator from March 2014 till July 2014 and she denied my claim stating that All State was not paying me a dime because I was not in my automobile. I was hit in my electric scooter. They were going to go to my Umbrella Policy that I had in place. I never heard from them again. I am entitled to relief under C.R.S. 10-3-1115 and C.R.S. 10-3-1116. Bad Faith and Breach of Contract.

3. Plaintiff is demanding all damage<sup>4</sup> and losses under the relief of the bad faith claim and breach of contract claim and tort claims. Relief is under C.R.S. 10-3-1115 and C.R.S. 10-3-1116. I am entitled to all losses and compensation and damages. Under the Tort law I am entitled to compensatory and punitive damages and anything else the Judge would put upon the defense for not paying this claim of this accident on 1/22/2014. All legal fees to be reimbursed for Plaintiff having to go to court to get relief or to pay this claim. Layers legal fees if I get one to represent me. And any other damages the judge see fit to impose on the defendant for having the Plaintiff go through all of this. All applicable claims to be paid in full according to Plaintiff's contract, Policies and Umbrella Policy. This is unknown at this time because All State will not give me my file Laws for relief Bad Faith C.R.S. 10-3-1115 and Breach of Contract(s) C.R.S. 10-3-1116, Insurance Fraud C.R.S. 8-5-211, Fraud C.R.S. 18-5-211, Statues of



Limitations 2 years 13-80-102(a). 3 years This conclude Statues of  
Limitations 13-80-102,

**Col. R. Civ. P. Rule 10(b)**

1. This is a lawsuit against All State for Bad Faith Claims, Breach of Insurance Contract, Tort claims, and Fraud. The Jurisdiction for this lawsuit is Jefferson County Courts, Case 19CV215.

2. Background: On 1/22/2014 Plant if was hit at 45 mph by Donald Hernandez driving an automobile that hit me while crossing a cross walk at 77<sup>th</sup> and Wadsworth on my electric scooter. Hernandez was given a ticket for not having insurance.

3. Plaintiff suffered catastrophic injuries including scattered pelvic, spinal cord injury, brain bleed, dislocated right hip, 11 fractures down her back, 3 fractures in sacrum and one big fracture in her pubic bone and right elbow fractured and right knee split open requiring 8 stitches. Plaintiff has 4 more major surgeries to go in the future.

4. My husband hired a lawyer from Sawyer Law Firm but he never did anything for 3 months. I called him and said my family wanted me to go to All State that they would protect me and investigate this accident. This lawyer agreed and said he did not do anything so I could leave.

5. Around March 2014 I called All State and asked them to investigate my case. I was assigned Alicia Reyes as my All State investigator. She never communicated with me and said she was always busy. Once when I called her she said she was busy checking the timing of the lights and that was ok. The next time I called her she said she was having problems with one of the witnesses and that he kept changing his story. He would not answer any of her calls or letters. She said she was sending a detective to his house and talk to him.

6. July 2014 I received a call from Ms. Reyes and she said they were denying my claim and not paying a dime because I was NOT in my automobile. They were going to go to my Umbrella Policy that I had in place. I never heard from All State again.

7. I had many lawyers that I believe did fraud and conspired with All State but cannot prove this at this point because All State refuses to give me my files on this Accident and I have been trying by certified letters to All State to get my files and as to date All State has refused to give me my files concerning this Accident Case #0316094424. If And when I get my complete files from All State I can then finally understand what All State has done with my case. As to date Al State will not give me my files or talk to me

8. This is why I am filing a lawsuit against All State Insurance Company for a Bad Faith Claim, Breach of Contract, Civil Conspiracy, fraud, and Breach of Fiduciary Duty.

9. Paul Novak who was my All State Agent who was working for All State and under the guidelines of All State and had me sign a waiver dated 1/12/11 that he misrepresented to me which has caused All State to gain \$200,000.00 and me, the Plaintiff to loss \$200,000.00. This was never explained to me as I would be losing \$200,000.00 and only get \$50,000.00.00. This is fraud in my opinion. And under Title 10 C.R.S. Insurance C.R.S. 10-1-128 Fraudulent Insurance Acts. Paul Novak gave me misleading information to sign this wavier. Nobody in their right mind would take \$50,000.00 instead of \$250,000.00. This is fraud in my opinion. And I am in my two year time limit of limitations to file this under my All State Insurance Claim. C.R.S. 8-5-211 is insurance fraud in Colorado.

10. I did go to Paul Novak's office and did not understand what I was signing and or what a UMI is. Paul Novak explained it meant underinsured or uninsured. I still did not understand what or why I was signing this wavier Paul Novak misrepresented and now I believe and know he lied and told me that is all the Uninsured or underinsured motorist will need is \$50,000.00 if I hit this UMI because that is all the UMI needs when or IF you hit him. . I even remember asking Paul Novak what would he do and

he said he would sign this. So I signed it on his recommendation. Now I see this wavier and it is not all on one page. WHY? I am permanently disabled since 1999 and I believe strongly that Paul Novak did this to gain money for All State and hurt me financially now that this accident has surfaced. This was a gain for All State and a big Loss for me. Because this was not for the UMI payment it was for me giving up \$250,000.00 in lieu of now receiving \$50,000.00. This in my opinion is fraud and here is another question I would be asking the Defendant WHY Paul Novak didn't call my husband to go sign this wavier. I know for a fact that my husband would not have sign this because he is not disabled. I am and that would be under C.R.C.P. Rule 1.14 which states persons of diminished capabilities. Paul Novak took advantage of my disabilities and lied to me on top of this all. He knew I would not understand and sign this paper that is split in half. WHY is this not on a whole piece of paper. I am attaching two copies of two papers from Paul Novak. One is Med pay I believe it is called and it is on one piece of paper and I knew way back then on 6/15/2010 and it was explained to me and my husband was with me that I was refusing med pay because my husband said I had a good insurance and I did not need it. But I had my husband with me. I strongly believe this was fraud by Paul Novak and this should be thrown out of court as to its validity and fraud and nobody as I said before would sign to take \$50,000.00 instead of

\$250,000.00. This is not fair practice and Paul Novak had a fiduciary duty to protect me and not hurt me. This was a gain for All State and a big Hugh loss for me. This is in my complaint as fraud and I can prove this because this paperwork is split in two sheets not on one sheet. WHY? Exhibit A is copies of med pay and the wavier. Exhibit A the wavier and how it is not on one page as my wavier refusing med pay this is on one page. Papers were switched out

11. I will fight in court in front of a jury to remove this wavier as it is fraud in my opinion and/or be asking judgement for All State to pay back this \$250,000.00 and make me whole. I will be asking for copies of this wavier also from all State. This is why Paul Novak is not being sued he is not All State but works under the guidelines of All State.

12. Also seeking relief from fraud my old agent Paul Novak did under the guidelines of All State when he made me sign a waiver and misrepresented what I was signing. I am within limitations of two years from when I found out there was a wavier and saw a copy of this wavier under C.R.S. title 13, courts and court procedures 13-80-102 states Plaintiff has two years from when she saw the wavier that is I know and believe is fraudulent Insurance Acts. Also C.R.S. 10-1-128(1) applies to fraudulent insurance acts.

13. Plaintiff was also reported by All State to be in a hit and run accident on 1/22/2014 with All State paying zero because there was no injuries. Plaintiff cannot get insurance due to All State reporting me as a hit and run on 1/22/2014. This is false reporting and All State will NOT give me my files to see who turned me in but my suspects are that it was Paul Novak and I can only allege this at this point until All State, Paul Novak, gives me my files. This would also be under the relief of C.R.S. 10-1-128(a). This would also be under relief of Colorado Cause of Action under 1-3. Interference of Contractual Relations and Civil Conspiracy.

14. Next fraud is Paul Novak destroyed my files and again I will be able to prove this when I get discovery. I have an e mail from my prior lawyer and Paul's Humphrey states she talked to my agent and he destroyed my files six months after I terminated our insurance of All State.

15. Exhibit B is Ms. Reyes letter to American Family Insurance who Hernandez did get later. Here Ms. Reyes is telling American Family Insurance my electric scooter does not qualify for an automobile therefore their claim of me hitting Mr. Hernandez will not be paid out of the Auto Insurance. I was given this in my case file. My photos prove Mr. Hernandez hit me. **Exhibit B**

16. Final Limitation of 2 years to sue All State under Contract if about 3 years C.R.S. 13-80-101(n) and Contracts three years C.R.S. 10-80-

102. American Family Insurance was never cashed for and on 10/23/2017 and this starts the clock. That is why Plaintiff had to sue by 10/23/2019.

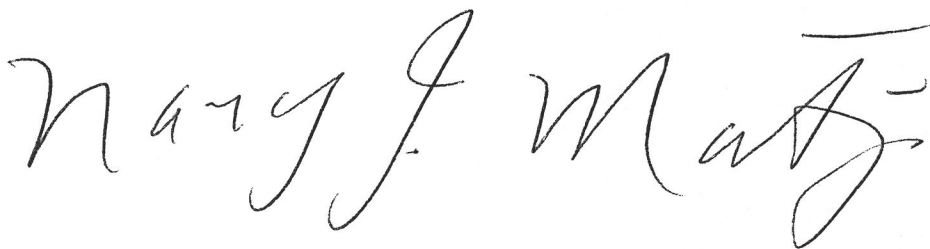
**Laws that have been violated**

1. Bad Faith Claim C.R.S. 10-3-1115
2. Breach of Contract C.R.S. 10-3-1116
3. Fraud C.R.S. 18-5-211
4. Statues Limitation Laws C.R.S. 13-80-101(n)Personal, property
5. Statues of Limitations For contracts C.R.S. 13-80-102
6. Insurance fraud. C.R.S. 8-5-211

This satisfies my Court Order by Judge Jeffrey Ralph Pilkington and I hope and pray it is correct and I have answered this Order correctly. I have done this all by myself and with all my disabilities.

Thank You

Nancy J. Martinez





Name	Address
Robert A. Mitchell	5251 DTC Parkway, Suite 350, Greenwood Village, Colorado 80111
Served (Check One): <input type="checkbox"/> In-Person or  <input checked="" type="checkbox"/> By Mail	
	Street Address
Served (Check One): <input type="checkbox"/> In-Person or  <input type="checkbox"/> By Mail	
Enter Name	Street Address
Served (Check One): <input type="checkbox"/> In-Person or  <input type="checkbox"/> By Mail	

List any other parties, their address and how they were served here.

Signature of Petition

By: Nancy J. Mantz

# EXHIBIT A

JAN. 12. 2011 4:36PM

NO. 984 P. 1

#

**COLORADO  
UNINSURED MOTORISTS INSURANCE - BODILY INJURY (COVERAGE SS)  
SELECTION/REJECTION FORM**

#

Uninsured Motorists Insurance - Bodily Injury (Coverage SS) pays damages, subject to the terms and conditions of the policy, for bodily injury you and other insureds under your policy sustain and are legally entitled to recover from the owner or operator of an uninsured motor vehicle. An uninsured motor vehicle is:

- \* a motor vehicle with no bodily injury liability bond or policy in effect at the time of the accident;
- \* a motor vehicle covered by a bond or insurance policy, which does not provide at least the minimum financial responsibility requirements of Colorado;
- \* a motor vehicle for which the insurer denies coverage or the insurer becomes insolvent;
- \* a hit-and-run motor vehicle as defined in the policy;
- \* a motor vehicle covered by a bond or insurance policy, but in an amount less than the amount the insured person is legally entitled to recover from the owner of that vehicle.

**Select Your Limits for Uninsured Motorists Insurance - Bodily Injury**

I choose to include coverage for bodily injury under Uninsured Motorists Insurance - Coverage SS of my policy at the limits marked below. I understand that these limits cannot be higher than my Automobile Liability Insurance - Bodily Injury (Coverage AA) limits:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> \$25,000/\$50,000  | <input checked="" type="checkbox"/> \$50,000/\$100,000 | <input type="checkbox"/> \$500,000/\$500,000 |
| <input type="checkbox"/> \$30,000/\$85,000  | <input type="checkbox"/> \$100,000/\$300,000           |  |
| <input type="checkbox"/> \$25,000/\$100,000 | <input type="checkbox"/> \$250,000/\$500,000           |  |

Please Note: Subject to the terms and conditions of your policy, the first number of each selection above indicates coverage limits for bodily injury to one person in any one accident and the second number of each selection indicates coverage limits for bodily injury to two or more persons in any one accident.

964538580ZZZZZZ79998AUR18COI



JAN. 12. 2011 4:36PM

NO. 984 P. 2

Rejection of Uninsured Motorists Insurance - Bodily Injury

You have the option of rejecting Uninsured Motorists Insurance - Bodily Injury. Please check the box below if you do not want the coverage.

I reject Uninsured Motorists Insurance - Bodily Injury.

I understand that these actions will apply to all future renewals, continuations, and changes in my policy and any replacement policies unless I notify you otherwise in writing.

NANCY & JOSE S.R. MARTINEZ  
POLICYHOLDER NAME

1/12/11  
DATE

*Nancy S. Martinez*  
POLICYHOLDER SIGNATURE

964538580  
POLICY NUMBER

Allstate Insurance Company  
Allstate Property and Casualty Insurance Company  
Allstate Fire and Casualty Insurance Company  
Home Office: Northbrook, IL  
SAUR18-3

+ 964538580ZZZZZZ79998AUR18CO2 +



JUN. 25. 2010 12:36PM

NO. 534 P. 1

#

#

- Allstate Insurance Company
- Allstate Indemnity Company
- Allstate Property and Casualty Insurance Company
- Allstate Fire and Casualty Insurance Company

**Colorado Automobile Medical Payments (Coverage CC)  
Selection/Rejection Form**

The State of Colorado requires insurers to offer a mandatory minimum limit of \$5,000 in Automobile Medical Payments (Coverage CC). You have the options of accepting this limit, purchasing different limits, or rejecting Automobile Medical Payments (Coverage CC) entirely.

Automobile Medical Payments (Coverage CC) pays for expenses incurred by the insured person for necessary medical treatment, medical services or medical products actually provided to the insured person by a state licensed health care provider.

Payments will be made in the following priority:

- first to licensed ambulances or air ambulances that provide trauma care at the scene of or immediately after the motor vehicle accident, including transport to or from a trauma center;
- next to trauma physicians that provide trauma care to stabilize or provide the first episode of care to the injured person;
- next to trauma centers designated as level IV or V that provide trauma care to stabilize or provide the first episode of care to the injured person;
- next to trauma centers designated as level I, II, or III, or a regional pediatric trauma center that provide trauma care to stabilize or provide the first episode of care to the injured person; and
- other claims for reimbursement submitted by other providers.

Payments will be made only when coverage is provided in the policy for Automobile Medical Payments (Coverage CC) for bodily injury, sickness, disease or death resulting from the ownership, maintenance, or use of the motor vehicle, and is caused by a motor vehicle accident, regardless of your liability for the accident.

**Make Your Automobile Medical Payments Coverage (Coverage CC) Selection**

- I choose to include Automobile Medical Payments (Coverage CC) limits of \$5,000 in my policy.
- I choose to include Automobile Medical Payments (Coverage CC) in my policy at a different limit, as indicated below:
  - \$10,000
  - \$25,000

- I choose to reject Automobile Medical Payments Coverage (Coverage CC) entirely.

I understand that the selections indicated on this form will apply to all future renewals, continuations, and changes in my policy unless I notify you otherwise.

*Nancy J. Martinez*  
Applicant's Signature

100035017693933  
Application/Policy Number

NANCY AND JOSE S MARTINEZ  
Applicant's Name

6-25-2010  
Date

AUR933-1

+

10003501769393379998AUR933CO1

+



# Exhibit B

CCD14073167041S0101 01D



**Allstate** Kansas City Casualty  
11501 OUTLOOK ST , SUITE 420  
OVERLAND PARK KS 66211  
You're in good hands.

AMERICAN FAMILY INSURANCE  
6000 AMERICAN PKWY  
MADISON WI 537770002

July 24, 2014

INSURED: NANCY MARTINEZ  
DATE OF LOSS January 22, 2014  
CLAIM NUMBER. 0316094424 RAR

PHONE NUMBER. 800-347-1998  
FAX NUMBER. 866-402-3083  
OFFICE HOURS Mon - Fri 8:00 am - 5:30 pm,  
Sat 8 00 am - 2.00 pm

Your Claim 165052417  
Your Insured Kasandra or Joshua West

Dear AMERICAN FAMILY INSURANCE,

Your subro demand for \$2068.27 for property damages sustained in the January 22, 2014 accident with our insured has been received. Unfortunately, no benefits are available under this auto policy

Ms. Martinez was not the driver of another vehicle at the time of the accident. She was on a motorized cart. As stated in our policy under the liability provisions, Allstate protects an insured person from liability for damages arising out of the ownership, maintenance or use, loading or unloading of an insured auto. Insured auto is defined as any auto or utility auto the insured owns which is described on the policy declarations. Auto means a private passenger land motor vehicle, with at least four wheels designed for use on public roads. A utility auto is an auto of the pick-up body, sedan delivery or panel truck type. The motorized cart she was using is not an auto and is not on our policy declarations.

I am checking to see if Ms. Martinez has homeowner's coverage with us and if so, a claim will be set up under that and your subro demand will be forwarded for that adjuster's review

If you have questions, please feel free to contact me.

Sincerely,

**ALICIA REYES**

ALICIA REYES  
800-347-1998 Ext. 3455327  
Allstate Fire and Casualty Insurance Company

GEN1001

0316094424 RAR

000002014077477010001341001001002282

