DAQUINNDA HORTON : NUMBER: 560,517-B

VERSUS : FIRST JUDICIAL DISTRICT COURT

STEVEN C. MYLAR, GENERAL

INSURANCE COMPANY OF AMERICA,

SAFECO INSURANCE COMPANY OF

AMERICA AND STATE FARM MUTUAL

INSURANCE COMPANY : CADDO PARISH, LOUISIANA

 **REASONS FOR JUDGMENT**

Trial was held March 6, 2014. Testimony was adduced from Plaintiff Daquinnda Horton and Defendant Steven Mylar. Medical and billing records involving Ms. Horton’s medical treatment (June 24, 2011 and February 10–July 30, 2012) were admitted. After thorough consideration of the evidence, arguments of counsel and for reasons that follow, the Court concludes that Plaintiff Daquinnda Horton has failed to carry her burden of proof as to liability and therefore judgment shall be rendered in favor of Defendants Steven Mylar and General Insurance Company of America.

At the close of evidence, plaintiff counsel argued that the Court should award Ms. Horton $32,511.00 ($11,511.00 in special damages; $21,000.00 in general damages). Of course, to establish liability in any tort action, the plaintiff must prove her claims by a preponderance of the evidence. Although seemingly a nice lady, a single mother of two small children, Ms. Horton has not even come close to satisfying her burden of proof, as evidenced in the following illustrative, albeit non-exclusive, reasons:

* The accident of July 24, 2011 was an extremely low impact and de minimis parking lot event, not an earth shattering, near flip-over collision, as described by Ms. Horton;
* Despite Ms. Horton’s speculation that she went into premature labor, such is not reflected by the records of LSUHSC; in fact, the records (at page 196) state, “no signs of active labor”;
* Such self-serving and hyperbolic statements referencing premature labor and a car flip-over mightily discredit Ms. Horton’s testimony;
* Ms. Horton’s testimony was both internally and externally inconsistent with some statements being diametrically oppossed;
* In response to basic fact questions, Ms. Horton paused for what seemed to be extensive time periods before answering, leading the Court to wonder about the reliability of her answers –whether due to poor memory or compromised credibility;
* The extensive gap between the low impact, de minimis event of June 24, 2011 and Ms. Horton’s visit to a chiropractor, nearly 8 months later, and her visit to a medical doctor, nearly 10 months later, leads the Court to conclude she was never really injured – not even the bruising of her hand, about which she testified; and
* Although there are no photographs to depict any alleged property damage, the testimony referencing point of impact is significantly more consistent with Mr. Mylar’s testimony than Ms. Horton’s rendition of events.

 There is a stunning lack of evidence in this case to even begin to satisfy this plaintiff’s burden of proof in a court of law. Accordingly, judgment shall be rendered in favor of Defendants Steven Mylar and General Insurance Company of America.

Counsel shall submit a formal judgment in accordance with La. Dist. Ct. R. 9.5.

Signed this 7th day of March, 2014, in Shreveport, Caddo Parish, Louisiana.

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 SCOTT J. CRICHTON

 DISTRICT JUDGE

DISTRIBUTION:

Anthony J. Impastato, Counsel for Plaintiff Daquinnda Horton

Ernest Perry, Counsel for Plaintiff Daquinnda Horton

John C. Turnage, Counsel for Defendant Steven Mylar and General Insurance Company of America