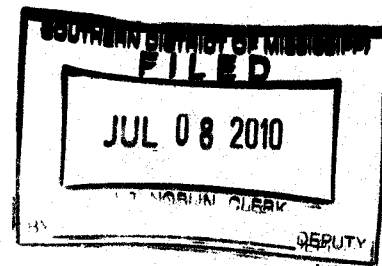


IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION



NATIONWIDE INSURANCE COMPANY

PLAINTIFF

V.

CIVIL ACTION NO. 3:10CV388 DPJ-  
FKB

THOMAS DOOLITTLE AND  
DANIELLE DOOLITTLE

DEFENDANTS

COMPLAINT FOR DECLARATORY JUDGMENT

COMES NOW, the Plaintiff, Nationwide Insurance Company (hereinafter "Nationwide"), pursuant to Rule 57 of the Federal Rules of Civil Procedure, and files this, its Complaint for Declaratory Judgment, showing unto the Court, the following:

1.

The Plaintiff is a foreign corporation qualified to do business in the State of Mississippi, with its principal place of business in Columbus, Ohio.

2.

The Defendants, Thomas Doolittle and Danielle Doolittle, are adult resident citizens of Hinds County, Mississippi, where they may be served with process.

3.

The amount in controversy of this declaratory action is greater than the sum of \$75,000.00, therefore, this Court has jurisdiction over this matter.

FACTS

4.

On November 10, 2009, a fire destroyed the home of Thomas and Danielle Doolittle, located at 4239 Wynndale Road, Terry, Mississippi. At the time of the fire, the Doolittles maintained

insurance with Nationwide for their house and personal contents.

5.

Following the fire, the Doolittles prepared and submitted a content loss inventory sheet claiming that they had personal contents in excess of \$150,000.00. The content loss inventory further indicates that over \$100,000.00 worth of items were purchased within the last three years.

6.

After receiving the content loss inventory from the Doolittles, Nationwide made the decision to request that the Doolittles submit to an Examination Under Oath to discuss their content claim. This Examination Under Oath was taken on April 15, 2010, wherein the Doolittles were questioned about their income and about proof supporting their content loss inventory.

7.

Despite the fact that Nationwide requested that the Doolittles provide their checking account records, the Doolittles refused to provide this documentation to Nationwide. The Doolittles further failed to provide any supporting documentation concerning the alleged purchases made by both Mr. and Mrs. Doolittle.

8.

During its investigation, Nationwide retained an individual to conduct a "sift" of the debris in the Doolittle home and found that there were many inconsistencies in the Doolittles' content claim, and further found that the physical evidence at the scene did not support the extensive number of items claimed by the Doolittles.

9.

Considering the Doolittles' income and expenses, it was not possible for them to have purchased the items as outlined in their content loss inventory during the last three (3) years.

DECLARATORY ACTION

10.

Nationwide files this Declaratory Action requesting that this Court determine its obligations under the policy in question. Nationwide's policy requires that the Doolittles cooperate in Nationwide's investigation. The Doolittles have refused to provide the financial documentation to Nationwide, which were necessary for Nationwide to complete its investigation. Because of this, the Doolittles have failed to cooperate, and Nationwide is entitled to deny the Doolittle's claim based upon this failure.

11.

Based upon Nationwide's investigation into the content loss inventory, it is Nationwide's position that the Doolittles have made misrepresentations on the proof of loss, and therefore, based upon these misrepresentations, it is Nationwide's position that it has a right to deny this claim based upon fraud.

12.

A justiciable controversy exists and the parties are in need of a ruling by this Court as to their respective legal rights and duties and requests that this matter be granted a speedy hearing and advance on the Court's docket so that the parties may properly resolve their dispute.

WHEREFORE, PREMISES CONSIDERED, Nationwide respectfully requests that this Court declare and enter its Order finding that:

- 1) The Doolittles have violated their duties and obligations under the policy by failing to cooperate and providing the financial documents requested by Nationwide, and as such, Nationwide is entitled to deny the Doolittles claim; and/or
- 2) The Doolittles have submitted a fraudulent proof of loss concerning items claimed

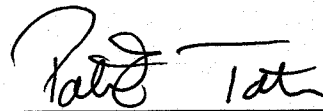
to have been in the home at the time of the subject fire, therefore, Nationwide has no duty to pay the Doolittles for this fraudulent claim; and

- 3) Nationwide prays for any other relief that this Court deems appropriate.

Respectfully submitted, this the 7<sup>th</sup> day of July, 2010.

NATIONWIDE INSURANCE  
COMPANY, DEFENDANT

BY:



PATRICK M. TATUM

OF COUNSEL:

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