

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

DENNIS ARMON, SR.,)
)
 Plaintiff,)
)
 vs.)
)
 UNITED FINANCIAL CASUALTY)
 COMPANY d/b/a)
 PROGRESSIVE INSURANCE)
 COMPANY,)
)
 Defendant.)

Case No. 1016-CV38265

Division No. 2

FILED-CIRCUIT COURT
JACKSON CO., MO-KC
13 FEB 11 AM 9:28

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Pursuant to Rule 74.04, Plaintiff Donald Armon, Sr., on behalf of himself and others similarly situated, moves for summary judgment against defendant United Financial Casualty Company d/b/a Progressive Insurance Company ("Progressive") on all claims arising out of Progressive's payment to Plaintiff, resulting from the loss of his insured auto, of an amount not equal to the Stated Amount.

Plaintiff submits that the for the following reasons, summary judgment should be entered against Progressive: (1) Progressive's Missouri Commercial Auto Policy insures against loss or damage by fire and is therefore a stated value policy pursuant to section 379.160, Mo. Ann. Stat., which prohibits an insurer from denying that the value of the Plaintiff's property is equal to the Stated Amount; (2) Progressive's Missouri Commercial Auto Policy is, by its own terms, a valued policy, requiring that Progressive pay, in the event of a total loss, the Stated Amount; (3) Progressive's Missouri Commercial Auto Policy is, in the alternative, ambiguous with regards to the amount that will be paid to insureds in the event of a total loss, and, being that it is an adhesion insurance contract, the ambiguity must be resolved in favor of the insureds, requiring

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that Progressive pay to all insureds, in the event of a total loss, the Stated Amount; and (4) in any event, Progressive's Missouri Commercial Auto Policy must be construed so as to protect the reasonable expectations of all insureds, thus requiring that Progressive pay to all insureds, in the event of a total loss, the Stated Amount.

In support of this Motion, Plaintiff files herewith its Statement of Uncontroverted Material Facts and his Suggestions in Support of his Motion for Summary Judgment, all of which are incorporated herein by reference. Plaintiff's Suggestions show that there are no genuine issues of material fact and that Plaintiff is entitled to judgment as a matter of law. *ITT Commercial Fin. Corp. v. Mid-Am. Marine Supply Corp.*, 854 S.W.2d 371, 381 (Mo. 1993).

Accordingly, Plaintiff requests that his Motion for Summary Judgment be granted.

Respectfully Submitted,



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**ATTORNEYS FOR PLAINTIFF
AND THE PUTATIVE CLASS**

CERTIFICATE OF SERVICE

A true and accurate copy of the above and foregoing was e-mailed and mailed, via regular U.S. Mail, this 11th day of February, 2013 to:

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