

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

DINO PALMIERI SALONS, INC., individually  
and on behalf of all others similarly situated  
31005 Bainbridge Road, #5  
Solon, Ohio 44139

Plaintiff

vs.

STATE AUTOMOBILE MUTUAL INSURANCE  
COMPANY dba STATE AUTO INSURANCE  
COMPANIES  
c/o CT Corporation Systems,  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

Defendant

CASE NO.:

JUDGE:

**CLASS ACTION COMPLAINT FOR  
DECLARATORY RELIEF**

(With Jury Demand)

**CLASS ACTION COMPLAINT AND REQUEST FOR DECLARATORY RELIEF**

Plaintiff Dino Palmieri Salons, Inc., on behalf of itself and all others similarly situated, files this Class Action Complaint against Defendant State Automobile Mutual Insurance Company, and in support thereof states the following:

**NATURE OF THE ACTION**

1. This is a class action lawsuit brought by Plaintiff, the named insured, against Defendant related to an insurance policy that insures Plaintiff's property, business operations, and potential liabilities in connection with Plaintiff's business operations, including coverage for loss of Business Income ("BI"), Extra Expense ("EE") coverage, and coverage for loss due to the actions of a Civil Authority.

2. In 2020, the State of Ohio, like much of the country, became plagued by the outbreak of the virus SARS-CoV-2 and the disease that virus causes, COVID-19. This has resulted in losses to businesses throughout the state. Indeed, many businesses had to alter or

shutter operations due to orders from Civil Authorities, such as the Ohio Governor and Director of Public Health. As a result, many insureds filed insurance claims for coverage for loss of BI, EE coverage, and coverage for loss due to the actions of a Civil Authority

3. Defendant is a business insurance carrier operating in Ohio and throughout the country. Defendant offers uniform coverage for loss of BI, EE coverage, and coverage for loss due to the actions of a Civil Authority under common forms. Upon information and belief, Defendant systematically denied and or claimed a reservation of rights refusing to pay on insurance claims brought by Plaintiff and hundreds of other putative class members for coverage for losses stemming from SARS-CoV-2, including BI, EE coverage, and coverage for loss due to the actions of Civil Authority.

4. Defendant's decision not to provide coverage and/or its decision to reserve its rights and refuse to pay claims under the common policy form(s) issued to Plaintiff and the putative class members gives rise to Plaintiff's and the putative class members' right to seek declaratory judgment.

#### **FACTUAL ALLEGATIONS**

5. Plaintiff Dino Palmieri Salons, Inc. ("Dino Palmieri Salons" or "Plaintiff") is a corporation organized under Ohio law with its principal place of business in Solon, Cuyahoga County, Ohio. Dino Palmieri Salons is a salon and spa that offers high-quality hair and beauty treatment. It has ten locations throughout Northeast Ohio.

6. Defendant State Automobile Insurance Company dba State Auto Insurance Companies ("State Auto" or "Defendant") is a for-profit insurance company organized under Ohio law with its principal place of business in Columbus, Ohio.

7. This action is brought by Plaintiff, individually and on behalf of all other similarly situated insureds, that have been denied their contractual rights under common policy forms due

to Defendant's decision not to provide coverage for losses stemming from SARS-CoV-2 and/or COVID-19, including Business Income ("BI"), Extra Expense ("EE") coverage, and coverage for loss due to the actions of a Civil Authority.

8. At all times relevant, State Auto insured Dino Palmieri Salons pursuant to an insurance policy drafted by State Auto. A copy of the policy at issue, Policy Number BOP 2459519 04, is attached as Exhibit 1 ("the Policy"). The Policy uses standard common forms that contain the provisions at issue in this action.

9. Defendant State Auto delivered the Policy to Plaintiff in Cuyahoga County, the Policy insures Plaintiff's property, business operations, and potential liabilities in connection with Plaintiff's business operations, at locations in Cuyahoga County, and the covered losses at issue were incurred by Dino Palmieri Salons in Cuyahoga County, making venue appropriate in this Court.

10. The Policy provides coverage for loss of BI, EE coverage, and coverage for loss due to the actions of a Civil Authority.

11. The Insurance Services Office, Inc. ("ISO") publishes policy forms for use by the insurance industry.

12. The Policy utilizes, in part, policy forms and language published by the ISO, as reflected by the ISO copyright designation at the bottom of numerous pages of the Policy.

13. Prior to the effective date of the Policy, ISO published and made available for use a standard virus exclusion form.

14. Defendant State Auto did not include the ISO standard virus exclusion form in the Policy.

15. Excluding reference to a computer virus, the Policy includes no exclusion that references the word virus.

16. Relevant portions of the Policy provide, subject to other Policy terms, that Defendant will:

- a. “pay for the actual loss of Business Income you sustain due to the necessary “suspension” of your “operations” during the “period of restoration”. The suspension must be caused by direct physical loss of or damage to the property at the described premises ...” and
- b. “pay necessary Extra Expense you sustain during the “period of restoration” that you would not have incurred had there been no physical direct loss or damage to property at the described premises...” and
- c. “pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described physical premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.”

17. Defendant’s standardized language in the Policy regarding coverage for loss of BI, EE coverage, and coverage for loss due to the actions of a civil authority is present in every policy issued by Defendant to Plaintiff and the putative class members as defined herein that provides for coverage for loss of BI, EE coverage, and coverage for loss due the actions of a Civil Authority.

18. As typified by Plaintiff’s experience, Defendant chose not to provide coverage for loss of BI, EE coverage, and coverage for loss due to the actions of a Civil Authority under claims tendered for losses due to SARS-CoV-2 at, in, on or around insureds’ premises, losses due to the spread of SARS-CoV-2 and or COVID-19 in the community (the “COVID-19 Pandemic”), or losses due to civil authority orders issued by the Governor of Ohio and the Ohio Department of Health addressing SARS-CoV-2 and the COVID-19 Pandemic.

19. While the Policy was in force, Plaintiff sustained, and continues to sustain, a loss(es) due to SARS-CoV-2 and COVID-19 at, in, on, and/or around Plaintiff’s premises described in the Policy.

20. While the Policy was in force, Plaintiff sustained, and continues to sustain, a loss(es) due to the spread of SARS-CoV-2 and COVID-19 in the community.

21. While the Policy was in force, Plaintiff sustained, and continues to sustain, a loss(es) due to the civil authority orders issued by the Governor of Ohio and the Ohio Department of Health addressing SARS-CoV-2 and the COVID-19 Pandemic.

22. SARS-CoV-2 is a virus.

23. SARS-CoV-2 is a physical substance.

24. SARS-CoV-2 is a human pathogen that causes the disease COVID-19, which can be lethal.

25. SARS-CoV-2 can be present outside the human body in viral fluid particles.

26. SARS-CoV-2 can and does remain capable of being transmitted and active on inert physical surfaces for a period of time.

27. SARS-CoV-2 can and does remain capable of being transmitted and active on floors, walls, furniture, desks, tables, chairs, countertops, computer keyboards, touch screens, cardboard packages, food items, silverware, plates, serving trays, glasses, straws, menus, pots, pans, kitchen utensils, faucets, refrigerators, freezers, and other items of property for a period of time.

28. SARS-CoV-2 can be transmitted by way of human contact with surfaces and items of physical property on which SARS-CoV-2 particles are physically present.

29. SARS-CoV-2 has been transmitted by way of human contact with surfaces and items of physical property located at premises in Ohio.

30. SARS-CoV-2 can be transmitted by human to human contact and interaction at premises in Ohio, including places like restaurants.

31. SARS-CoV-2 has been transmitted by human to human contact and interaction at premises in Ohio.

32. SARS-CoV-2 can be transmitted through airborne particles emitted into the air at premises that changes the composition of the air inside the premises by adding a foreign, dangerous particle to the air, thereby changing the physical makeup of the premises.

33. SARS-CoV-2 has been transmitted by way of human contact with airborne particles emitted into the air at premises in Ohio.

34. The presence of any SARS-CoV-2 particles renders items of physical property unsafe.

35. The presence of any SARS-CoV-2 particles on physical property impairs its value, usefulness and/or normal function.

36. The presence of any SARS-CoV-2 particles causes direct physical harm to property.

37. The presence of any SARS-CoV-2 particles causes direct physical loss to property.

38. The presence of any SARS-CoV-2 particles causes direct physical damage to property.

39. The presence of any SARS-CoV-2 particles at premises renders the premises unsafe, thereby impairing the premises' value, usefulness and/or normal function.

40. The presence of people infected with or carrying SARS-CoV-2 particles renders physical property in their vicinity unsafe and unusable, resulting in direct physical loss to that property.

41. The presence of people infected with or carrying SARS-CoV-2 particles at premises renders the premises, including property located at that premises, unsafe, resulting in

direct physical loss to the premises and property.

42. In response to SARS-CoV-2 and the COVID-19 Pandemic, the Governor of Ohio has issued multiple executive orders pursuant to the authority vested in him by the Ohio Constitution and the laws of Ohio.

43. In response to SARS-CoV-2 and the COVID-19 Pandemic, the Ohio Department of Health, pursuant to its authority under Ohio law, has issued multiple orders, including a Stay At Home Order.

44. The term “civil authority” is not defined in the Policy.

45. The State of Ohio is a civil authority as contemplated by the Policy.

46. The Ohio Department of Health is a civil authority as contemplated by the Policy.

47. The Governor of the State of Ohio is a civil authority as contemplated by the Policy.

48. On March 9, 2020, Ohio Governor Mike DeWine issued Executive Order 2020-01D that declared a state of emergency in response to the physical presence of SARS-CoV-2 and the COVID-19 Pandemic.

49. On March 18, 2020, Ohio ordered the temporary closure of all barbershops, hair salons, nail salons, and tattoo parlors in the State.

50. On March 22, 2020, the Ohio Department of Health issued a Stay At Home Order, effective March 23, 2020, ordering Ohio residents to stay at home. By way of this order the State of Ohio ordered all non-essential businesses in Ohio to cease all activities.

51. Plaintiff’s businesses do not qualify as Essential Businesses, and Plaintiff was required to cease and/or significantly reduce operations at all its locations.

52. The civil authority orders, including, but not limited to the Stay At Home Order, prohibit access to Plaintiff’s premises described in the Policy.

53. The State of Ohio, through the Governor and the Department of Health, have issued, and continue to issue, authoritative orders governing Ohioans and Ohio businesses, including Plaintiff, in response to SARS-CoV-2 and the COVID-19 Pandemic, the effect of which have required and continue to require Plaintiff to cease and/or significantly reduce operations at, and that have prohibited and continue to prohibit access to, the premises described in the Policy.

54. State and local governmental authorities, and public health officials around the Country, acknowledge that SARS-CoV-2, COVID-19, and the COVID-19 Pandemic cause direct physical loss and damage to property. For example:

- a. The state of Colorado issued a Public Health Order indicating that “COVID-19... physically **contributes to property loss, contamination, and damage...**” (Emphasis added);
- b. The City of New York issued an Emergency Executive Order in response to COVID-19 and the Pandemic, in part “because the virus **physically is causing property loss and damage.**” (Emphasis added);
- c. Broward County, Florida issued an Emergency Order acknowledging that COVID-19 “**is physically causing property damage.**” (Emphasis added);
- d. The State of Washington issued a stay at home Proclamation stating the “COVID-19 pandemic and its progression... remains a public disaster affecting life, health, [and] **property...**” (Emphasis added);
- e. The State of Indiana issued an Executive Order recognizing that COVID-19 has the “propensity to **physically** impact surfaces and personal **property.**” (Emphasis added);
- f. The City of New Orleans issued an order stating “there is reason to believe that COVID-19 may spread amongst the population by various means of exposure, including the propensity to attach to surfaces for prolonged period of time, thereby spreading from surface to person and **causing property loss and damage** in certain circumstances.” (Emphasis added);
- g. The State of Illinois issued an Executive Order describing COVID-19’s “propensity to **physically** impact surfaces and personal **property.**” (Emphasis added);

- h. The State of New Mexico issued a Public Health Order acknowledging the “threat” COVID-19 “poses” to “*property*.” (Emphasis added);
- i. North Carolina issued a statewide Executive Order in response to the Pandemic not only “to assure adequate protection for lives,” but also to “assure adequate protection of... *property*.” (Emphasis added); and
- j. The City of Los Angeles issued an Order in response to COVID-19 “because, among other reasons, the COVID-19 virus can spread easily from person to person and it is *physically causing property loss or damage* due to its tendency to attach to surfaces for prolonged periods of time.” (Emphasis added).

55. SARS-CoV-2, COVID-19 and the COVID-19 Pandemic are physically impacting public and private property in Ohio and throughout the country.

56. SARS-CoV-2, COVID-19 and the COVID-19 Pandemic have caused and continue to cause direct physical loss and damage to property.

57. People in Ohio have been diagnosed with COVID-19.

58. People in Ohio have, and have had, COVID-19 disease but have not been diagnosed.

59. People in Ohio have SARS-CoV-2 particles on or about their person and personal property.

60. Properties and premises throughout Ohio contain the presence of SARS-CoV-2 particles on surfaces and items of property.

61. It is probable that SARS-CoV-2 particles have been physically present at Plaintiff’s premises described in the Policy during the Policy period.

62. It is probable that SARS-CoV-2 particles have been physically present on surfaces and items of property located at Plaintiff’s premises described in the Policy during the Policy period.

63. It is probable that airborne SARS-CoV-2 particles have been physically present at Plaintiff’s premises described in the Policy during the Policy period.

64. It is probable that people carrying SARS-CoV-2 particles in, on or about their person have been present at Plaintiff's premises described in the Complaint during the Policy period.

65. It is probable that airborne SARS-CoV-2 particles have been physically present at Plaintiff's premises described in the Policy during the Policy period.

66. Plaintiff has sustained direct physical loss and damage to items of property located at its premises and direct physical loss and damage to its premises described in the Policy as a result of the presence of SARS-CoV-2, COVID-19, and/or the COVID-19 Pandemic.

67. Plaintiff submitted a timely insurance claim to Defendant.

68. By letter dated the next day, Defendant advised that it had "completed [its] investigation" and denied Plaintiff coverage under the Policy.

#### **CLASS ALLEGATIONS**

69. Plaintiff brings this class action pursuant to Ohio Civil Rule 23 on behalf of itself and the following class (the "Class") of similarly situated persons:

All insureds in Ohio insured under a policy issued by State Automobile Mutual Insurance Company with the same operative language as Policy Number BOP 2459519 04 with Business Interruption, Extra Expense and Civil Authority coverage who were denied coverage or met with a reservation of rights arising out of a claim(s) for SARS-CoV-2, COVID-19, the COVID-10 Pandemic and/or Ohio's civil authority "stay at home" order related losses.

70. The following are excluded from the Class: Defendant, including any parent, subsidiary, affiliate, or controlled person of Defendant; Defendant's officers, directors, agents, or employees; and the judicial officers assigned to this litigation, and any members of their staffs and immediate families.

71. Plaintiff reserves the right to modify or amend the definition of the proposed Class and/or to add subclasses, if necessary, before this Court determines whether certification is

appropriate.

**Numerosity**

72. Although the precise number of class members for the Class are unknown to Plaintiff at this time but can be easily determined through appropriate discovery. Plaintiff believes that because Defendant writes and issues millions of dollars of business coverage premiums to Ohio insureds, the class of persons affected by Defendant's practices described herein consists of hundreds of businesses or the class of persons affected are otherwise so numerous that joinder of all class members is impractical. The unlawful practice alleged herein is a standardized and uniform practice, employed by Defendant pursuant to standardized insurance policy language, and results in the retention by Defendant of insurance benefits properly owed to Plaintiff and the Class members. The class definition will permit the court to reasonably ascertain whether any individual or entity is a member of the Class as an individual who or entity that is insured by Defendant and was denied coverage for SARS-CoV-2 related losses covered by BI, EE, or Civil Authority provisions.

73. Upon information and belief, Defendant uniformly refuses to pay insureds for SARS-CoV-2 related losses covered by BI, EE, and/or Civil Authority provisions of its business insurance policies. Accordingly, the Class consists of many hundreds, if not thousands, of Defendant's insureds who were not paid or afforded coverage under the terms of their insurance policies. Thus, pursuant to Ohio Civ. R. 23(A)(1), the large size of the Class renders the Class so numerous that joinder of all individual members is impracticable.

**Commonality**

74. Common questions of law and fact predominate in this matter because Defendant's conduct towards the members of the Class is identical. Defendant uniformly refuses to pay for losses covered by BI, EE, and/or Civil Authority provisions arising from SARS-

CoV-2, COVID-19 and/or the COVID-19 Pandemic. Indeed, upon information and belief, Defendant responds to every claim at issue with an identical form letter reserving its rights and refusing to honor the claim(s).

75. Plaintiff shares a common interest with all members of the putative Class in the objects of the action and the relief sought.

76. Plaintiff satisfies Ohio Civ. R. 23(A)(2)'s commonality requirement because its claims arise from a practice which Defendant applies uniformly to all the similarly situated class members and are based on the same legal theories as all other members of the putative class i.e., that coverage applies for SARS-CoV-2 related losses of BI, EE coverage, and coverage for loss due to the actions of a Civil Authority. Because Defendant's conduct was and is uniform as to all class members, the material elements of Plaintiff's claims and those of absent class members are subject to common proof, and the outcome of Plaintiff's individual actions will be dispositive for the Class. The common questions include, but are not limited to, the following: (1) whether SARS-CoV-2 can cause direct physical loss of or damage to property as stated and defined in the common policy forms at issue; (2) whether SARS-CoV-2 and/or COVID-19 is a covered cause of loss under the Policy; (3) whether the COVID-19 Pandemic is a covered cause of loss under the Policy; (4) whether the losses incurred by insureds as the result of the orders issued by the Governor of Ohio and the Ohio Department of Health are covered losses under the Policies; (5) whether insureds are entitled to coverage for their past and future Business Income loss(es) and Extra Expense resulting from SARS-CoV-2, COVID-19 and/or the COVID-19 Pandemic for the time period set forth in their Policies; (6) whether insureds are entitled to coverage for loss(es) due to the actions of Ohio's civil authorities, including the Governor of Ohio and the Ohio Department of Health; and (7) whether insureds have coverage for any substantially similar civil authority order in the future that limits or restricts the access to insured's places of business

and/or their operations.

**Typicality**

77. Pursuant to Ohio Civ. R. 23(A)(3), Plaintiff's claims are typical of the claims of all other members of the Class because all such claims arise from the Defendant's failure to provide coverage for losses covered by BI, EE, and/or Civil Authority provisions.

78. Plaintiff and Class members' legal claims arise from the same core practices, namely, the refusal to provide coverage for SARS-CoV-2 related losses covered by BI, EE, and/or Civil Authority provisions. The material facts underlying the claims of each putative class member are the same material facts as those supporting the Plaintiff's claims alleged herein and require proof of the same material facts.

**Adequacy**

79. Plaintiff can and will adequately represent the putative class and its interests are common to, and coincident with, those of all absent class members. By proving its individual claims, Plaintiff will necessarily prove the claims of the putative class and prove Defendant's liability to the Class. Plaintiff has no known conflicts of interest with any members of the Class; its interests and claims are not antagonistic to those of any other class members; nor are its claims subject to any unique defenses.

80. The representative Plaintiff therefore can and will fairly and adequately protect and represent the interests of the Class under the criteria set forth in Ohio Civ. R. 23(A)(4).

81. Plaintiff's counsel—Spangenberg Shibley & Liber, LLP and Rutter & Russin LLC—have extensive experience in complex commercial litigation, insurance coverage dispute litigation, class actions, and have adequate financial resources to ensure that the interests of the Class will not be harmed.

82. If appointed class representative, Plaintiff is aware of, and is committed to, faithfully upholding its fiduciary duties to absent class members. Plaintiff and its counsel are committed to the vigorous prosecution of this action and will allocate the appropriate time and resources to ensure that the class is fairly represented.

83. Plaintiff and its counsel will therefore fairly and adequately assert and protect the interests of the Class.

**Declaratory Relief Under Rule 23(B)(1)(a)**

84. Pursuant to Ohio Civ. R. 23(B)(1)(a), class treatment is warranted because the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class.

85. Defendant's standardized language in the Insurance Policy and forms at issue regarding coverage for loss BI, EE coverage, and coverage for loss due to the actions of a civil authority is present in every policy issued by Defendant to the putative class members that provides for coverage for loss of BI, EE coverage, and coverage for loss due to the actions of a Civil Authority.

86. As a result, separate actions brought by individual class members would possibly lead to a situation where identical language is interpreted differently.

**Declaratory Relief Under Rule 23(B)(2)**

87. Pursuant to Ohio Civ. R. 23(B)(2), class treatment is warranted because Defendant has acted or refused to act on grounds generally applicable to all the members of the Class, thereby making final declaratory relief concerning the Class as a whole appropriate.

88. Because declaratory relief is sought, class treatment ensures uniformity and consistency in results, enables the many claims of class members as well as claims for class-wide

declaratory relief to be brought efficiently.

89. Because Defendant has acted consistently towards all members of the Class, declaratory relief is appropriate with respect to both the Class and Plaintiff's claims and is likewise subject to common proof and adjudication.

90. Based on the foregoing, class treatment is the most fair and efficient form of adjudication for this matter.

### **COUNT I: DECLARATORY JUDGMENT**

91. The allegations contained in the foregoing paragraphs are hereby incorporated by reference.

92. Plaintiff brings this count on behalf of itself and all members of the Class.

93. There is a dispute about whether Plaintiff and the Class members are entitled to coverage under the Policies for their loss(es) sustained and to be sustained in the future as described herein. Accordingly, Plaintiff is entitled to declaratory relief from this Court pursuant to Ohio Civil Rule 57 and R.C. §§2721.01 to 2721.15 on behalf of itself and the Class.

94. Plaintiff is entitled to and demands a declaration that:

(1) Plaintiff and the class members sustained direct physical loss or damage to properties at their premises described in the Policies as a result of SARS-CoV-2, COVID-19 and/or the COVID-19 Pandemic;

(2) SARS-CoV-2 and/or COVID-19 is a covered cause of loss under the Policies;

(3) the COVID-19 Pandemic is a covered cause of loss under the Policies;

(4) the losses incurred by Plaintiff and the Class members as the result of the orders issued by the Governor of Ohio and the Ohio Department of Health are covered losses under the Policies;

(5) Defendant has not and cannot prove the application of any exclusion or limitation to the coverage for Plaintiff and the class members losses alleged herein;

(6) Plaintiff and the Class members are entitled to coverage for their past and future Business Income loss(es) and Extra Expense resulting from SARS-CoV-2, COVID-19 and/or the COVID-19 Pandemic for the time period set forth in the Policies;

(7) Plaintiff and the Class members are entitled to coverage for loss(es) due to the actions of Ohio's civil authorities, including the Governor of Ohio and the Ohio Department of Health;

(8) Plaintiff and the Class members have coverage for any substantially similar civil authority order in the future that limits or restricts the access to Plaintiff or the class members' places of business and/or their operations; and

(9) any other issue that may arise during the course of litigation that is a proper issue on which to grant declaratory relief.

95. Plaintiff and the Class members do not seek a determination of their damages resulting from SARS-CoV-2, COVID-19 or the COVID-19 Pandemic. If there is a dispute between the parties as to the amount of the loss, the Policy provides that such a dispute should be resolved by **Appraisal**:

### **Appraisal**

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim. (BP 0002 (12/99) Pages 14 of 23)

96. Plaintiff individually and on behalf of those similarly situated prays for declaratory relief from the Court that Defendant must resolve any dispute about the amount of loss via Appraisal. Plaintiff also requests the Court to appoint the umpire if the appraisers cannot agree.

97. Plaintiff individually and on behalf of those similarly situated prays for any further relief the Court deems proper, including attorney fees, interest, and costs as allowed by law or in the exercise of the Court's equitable jurisdiction.

WHEREFORE, Plaintiff Dino Palmieri Salons, Inc. individually and on behalf of those similarly situated seeks judgment against Defendant State Automobile Mutual Insurance Company dba State Auto Insurance Companies, as set forth above, plus interest, costs, and attorney fees as allowed by law.

Respectfully submitted,

/s/ Robert P. Rutter

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**JURY DEMAND**

Plaintiff hereby requests, pursuant to Civil Rule 38(B), a trial by jury of any of the issues in the within lawsuit that are properly triable to a jury.

*/s/ Robert P. Rutter*  
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ROBERT P. RUTTER  
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