

**IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO**

**ISRAEL ZAMBRANO
DBA LOS GALLOS MEXICAN RESTAURANT
685 BOARDMAN-CANFIELD RD.
BOARDMAN, OH 44512-4711**

PLAINTIFF,

-v-

**ERIE INSURANCE GROUP
100 ERIE INS. PL.
ERIE, PA 16530**

AND

**CHASE AGENCY, INC.
809 KENTWOOD DR.
BOARDMAN, OH 44512-5004**

DEFENDANTS

CASE No. _____

JUDGE _____

COMPLAINT
BREACH OF CONTRACT

JURY DEMAND

INSTRUCTIONS FOR SERVICE

PARTIES, JURISDICTION, AND VENUE

Now comes Plaintiff by and through undersigned counsel and for their Complaint, state as follows:

1. Plaintiff Israel Zambrano (hereinafter "Plaintiff") is an Ohio limited individual resident and is the Sole Proprietor of Los Gallos Mexican Restaurant located in the city of Boardman, County of Mahoning, State of Ohio.

2. Defendant Erie Insurance Group (hereinafter "Erie") is a Pennsylvania corporation with its principle place of business in the City of Erie, County of Erie, Commonwealth of Pennsylvania, and which has its headquarters located at the address listed above.

3. Defendant Chase Agency, Inc. (hereinafter "Chase") is an Ohio corporation with its principle place of business in the City of Boardman, County of Mahoning, State of Ohio, and which has its headquarters located at the address listed above.

4. Any and all Contracts referenced in this Complaint were created in the State of Ohio, and the activity underlying this claim occurred in the State of Ohio, County of Mahoning.

5. Therefore, jurisdiction and venue are proper in the State of Ohio, County of Mahoning.

FIRST CLAIM: BREACH OF CONTRACT

6. Plaintiffs restate and reallege each and every allegation in the paragraphs above as if fully rewritten herein.

1. Plaintiff, at all times relevant to the complaint, was covered under an insurance policy ("the policy") issued by Defendant Erie, which may be identified as a Business Interruption Insurance or Business Catastrophe Liability policy.

2. A true and accurate copy of the policy and declaration sheet is not attached because it contains numerous pages and is cumbersome.

3. At all times relevant to the events set forth in this Complaint, Plaintiff was a "covered party" under the policy as that term is defined by the policy.

4. The policy contains a provision whereby Plaintiff is entitled to recover for revenue loss resulting from business interruption and loss from an inability to operate.

5. Plaintiff operates a restaurant business in Ohio which was forced to close down as a result of COVID-19 and the Ohio Government's shutdown order (the "Shutdown").

6. The shut-down was covered by the Policy

7. Plaintiff suffered substantial financial injuries as a result of the Shutdown, all of which were covered losses as defined in the policy.

8. Plaintiff followed all appropriate steps under the Policy and made appropriate demand for coverage with by filing a claim that came to be identified as ERIE Claim # A00002503858.

9. Erie inappropriately denied Plaintiff's claim, resulting in a breach of their contract with Plaintiff.

10. A true and accurate copy of the denial letter is not attached because it contains numerous pages and is cumbersome.

11. As a direct and proximate result of Erie's breach, Plaintiff has been financially harmed.

12. As a result, Erie is liable to Plaintiff for breach of contract.

SECOND CLAIM: BREACH OF CONTRACT

7. Plaintiff restates and realleges each and every allegation in the paragraphs above as if fully rewritten herein.

8. Defendant Chase was the insurance agent or broker who sold the Policy to Plaintiff.

9. Defendant Chase was notified contemporaneously with Erie of the claim made by Plaintiff.

10. Defendant Chase is jointly liable to provide relief under the Policy.

11. Therefore, Defendant Chase is jointly and severally liable for the breach of contract in this action.

12. As a result, Defendant Chase is liable to Plaintiff for breach of contract

WHEREFORE, Plaintiffs demand judgment against the Defendants as follows:

- A. Compensatory damages for Plaintiffs in an amount in excess of \$25,000.00, plus interest at the legal rate of interest;
- B. A declaration that Plaintiff is an insured pursuant to the maximum payment provisions of the policy;
- C. A declaration of the rights and obligations of Erie Insurance Company under the policy;
- D. Judgment in an amount equal to the maximum damages under said policy;
- E. All other appropriate relief according to Plaintiff's rights under the policy;
- F. Attorney fees
- G. The costs of this action;
- H. Any other remedies the Court deems equitable and just.

RESPECTFULLY SUBMITTED,

THE MARUCA LAW FIRM, LLC

 /s/ CHRISTOPHER A. MARUCA
CHRISTOPHER A. MARUCA (0070284)
ANTHONY P. CELO (0092731)
ATTORNEY FOR PLAINTIFF
201 EAST COMMERCE STREET, SUITE 316
YOUNGSTOWN, OH 44503
PHONE: (330) 743-0300
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JURY DEMAND

Plaintiff hereby demands a trial by Jury.

 /s/ CHRISTOPHER A. MARUCA
CHRISTOPHER A. MARUCA
ANTHONY P. CELO
Attorney for Plaintiff

INSTRUCTIONS FOR SERVICE

Please serve a copy of the foregoing Complaint along with Summons upon the Defendants at the address noted in the caption above by certified mail, return receipt requested, and make return according to law, all pursuant to Civil Rule 4.1.

 /s/ CHRISTOPHER A. MARUCA
CHRISTOPHER A. MARUCA
ANTHONY P. CELO
Attorney for Plaintiff