

THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND
Civil Division

[REDACTED]

Plaintiff,

v.

[REDACTED]

-And-

ERIE INSURANCE COMPANY
100 Erie Insurance Place
Erie, PA 16530

SERVE:
Ralph S. Tyler
Maryland Insurance
Administration
525 St. Paul Place
Baltimore, MD 21202

-And-

ERIE INSURANCE PROPERTY AND
CASUALTY COMPANY
100 Erie Insurance Place
Erie, PA 16530

SERVE:
Ralph S. Tyler
Maryland Insurance
Administration
525 St. Paul Place
Baltimore, MD 21202

Defendants.

CAL NO. [REDACTED]

FILED

CLERK OF THE CIRCUIT COURT
FOR PRINCE GEORGE'S COUNTY, MD.

[REDACTED]

COMPLAINT

[REDACTED]

Comes now Plaintiff [REDACTED] ("Plaintiff"), by and through the undersigned counsel, and makes this Complaint against Defendant [REDACTED] ("Defendant [REDACTED]") and Defendants Erie Insurance Company and Erie Insurance Property & Casualty Company ("Defendants Erie"). In support thereof, Plaintiff states as follows:

Parties

1. Plaintiff is an individual who resides at [REDACTED]
[REDACTED]

2. Defendant [REDACTED] is an individual who resides at [REDACTED]
[REDACTED]

3. Defendant Erie Insurance Company is a corporation which does business in the state of Maryland with a principle office at 100 Erie Insurance Place, Erie, PA 16530.

4. Defendant Erie Insurance Property & Casualty Company is a corporation which does business in the state of Maryland with a principle office at 100 Erie Insurance Place, Erie, PA 16530.

Jurisdiction

5. This Court has subject matter jurisdiction over this action pursuant to § 1-501 of the Courts and Judicial Proceedings Article of the Maryland Code.

6. This Court has personal jurisdiction over Defendants pursuant to § 6-102(a) of the Courts and Judicial Proceedings Article of the Maryland Code in that the tort and breach of contract occurred in the State of Maryland and Defendants are each either domiciled or do business in the State of Maryland.

7. This Court is the proper venue for this matter pursuant to § 6-201(b) of the Courts and Judicial Proceedings Article of the Maryland Code in that the cause of action arose in Prince George's County.

Factual Background

8. On or about [REDACTED] Plaintiff was operating her motor vehicle at the intersection of [REDACTED] Road and [REDACTED] Road in Prince George's County, Maryland.

9. On that same day, Defendant [REDACTED] was operating his motor vehicle at the intersection of [REDACTED] Road and [REDACTED] Road in Prince George's County, Maryland.

10. At approximately 11:30 pm on or about [REDACTED] Defendant [REDACTED] struck and collided with the rear of Plaintiff's vehicle.

11. The striking and colliding were due to violations of law and negligence of Defendant [REDACTED]. Defendant [REDACTED]'s violations of law and negligence include, but were not limited to, failing to pay full time and attention, failing to maintain control of his vehicle, failing to maintain a proper lookout, failing to take steps to avoid a collision, failing to yield the right-of-way, and failing to exercise ordinary and reasonable care. In violation of his duty, Defendant [REDACTED] caused the motor vehicle accident as set forth herein.

12. As a proximate result of the accident, Plaintiff suffered bodily injuries and shock to her nervous system which have caused, and will continue to cause, physical and mental pain and suffering. Plaintiff has incurred, and will continue to incur, medical, therapeutic, lost wages and related expenses.

13. The above injuries and damages were proximately caused by the negligence of Defendant [REDACTED] without any contributory negligence on the part of Plaintiff.

14. On the day of the accident Plaintiff was covered by a policy of insurance by Defendants Erie that provided underinsured motorist coverage and personal injury protection.

15. At the time of the accident Defendant [REDACTED] was an underinsured motorist.

Claim for Relief I: Negligence of Defendant [REDACTED]

16. Plaintiff restates and realleges each and every allegation set forth in paragraphs 1 through 11 of this Complaint as if fully set forth herein.

17. At all times mentioned herein, Defendant [REDACTED] had the duty to operate his automobile in a reasonably safe manner, which included paying full time and attention, maintaining control of his vehicle, maintaining a proper lookout, taking proper steps so as to avoid a collision, yielding the right-of-way, and exercising ordinary and reasonable care.

18. In violation of his duty, Defendant [REDACTED] caused the motor vehicle accident as set forth herein.

19. As a direct and proximate result of the negligence of Defendant [REDACTED], Plaintiff suffered injuries and damages as set forth above.

20. The above injuries and damages were proximately caused by the negligence of Defendant [REDACTED] without any contributory negligence on the part of Plaintiff.

Count II: Breach of Contract - Defendants Erie

21. Plaintiff restates and realleges each and every allegation set forth above as if fully set forth herein.

22. Defendants Erie underwrote and issued to Plaintiff a contract of insurance covering, among other things, damages arising out of bodily injury and property damage caused by accidents, and arising out of the ownership, maintenance or use of underinsured motor vehicles (the "Policy").

23. The Policy was in full force and effect on [REDACTED]

24. At the time of the motor vehicle collision, Defendant [REDACTED] was an underinsured motorist within the definition of the Policy without liability coverage to pay any judgment in excess of \$20,000 that might be rendered against him because of his negligent acts or omissions.

25. Plaintiff has at all times complied with the terms of the Policy and is entitled to be paid by Defendants Erie any and all damages sustained by Plaintiff up to the policy limits of the underinsured motorist policy that covered Plaintiff at the time of the accident that is the subject of this complaint.

26. Defendants Erie has failed to pay Plaintiff's damages and, therefore, have breached the Policy.

* * *

WHEREFORE, Plaintiff respectfully requests judgment against Defendant in an amount to be determined at trial but not in excess of Seven Hundred and Fifty Thousand dollars (\$750,000.00) in compensatory damages, plus costs of suit, and such other and further relief as this Court deems just and proper.