

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

**Keri Lejzerowicz**  
333 Preswicke Mill  
Blacklick, Ohio 43004

Plaintiff,

V.

**Progressive Direct  
Insurance Company**  
CT Corporation System  
4400 Easton Commons, Suite 125  
Columbus, Ohio 43219

Defendant.

**Case No.:**

## Judge

## COMPLAINT

## RECITALS

1. At all times relevant herein, Piney Orchard was and is a public road located in Franklin County, Ohio that extends in a general east-west direction.
2. At all times relevant herein, Cedar Cliff was and is a public road located in Franklin County, Ohio that extends in a general north-south direction.
2. At all times relevant herein, Plaintiff Lejzerowicz was a citizen and resident of Blacklick, Ohio located in Franklin County.
3. At all times relevant herein, Defendant Progressive Direct Insurance Company (hereinafter referred to as “Progressive Direct”) was a corporation licensed to sell various types of insurance in the State of Ohio, including, but not limited to, policies of insurance that included underinsured and uninsured motorist coverage and medical payments coverage.

**Count One**

4. On or about June 16, 2023, Plaintiff Lejzerowicz was operating her motor vehicle southbound on Cedar Cliff, in Franklin County, Ohio.

5. At the same time, Ivona Sugarevska was proceeding west bound on Piney Orchard.

6. Ms. Sugarevska then carelessly and negligently failed to yield the right of way to Plaintiff Lejzerowicz as she failed to stop at a stop sign and struck Plaintiff's vehicle in the intersection.

7. Ms. Sugarevska was cited for violation of Columbus City Code § 2131.225A.

8. As a direct and proximate result of Ms. Sugarevska's negligence, Plaintiff's vehicle sustained substantial damage.

9. As a direct and proximate result of Ms. Sugarevska's negligence, Plaintiff Lejzerowicz has suffered personal injuries of the body and mind necessitating medical treatment from the time of the collision, to the present and into the future.

10. As a direct and proximate result of Ms. Sugarevska's negligence, Plaintiff Lejzerowicz has incurred and may continue to incur reasonable and necessary medical expenses.

11. As a direct and proximate result of Ms. Sugarevska's negligence, Plaintiff Lejzerowicz has incurred and may continue to incur a loss of earnings / income.

12. As a direct and proximate result of Ms. Sugarevska's negligence, Plaintiff sustained and may continue to sustain a loss of enjoyment of life and pain and suffering of the body and mind. Plaintiff's injuries, or a portion thereof, are permanent.

**Count Two**

13. The Plaintiff incorporates each and every allegation contained in paragraphs 1 through 12 as though they are expressly rewritten herein.

14. Progressive Direct is an insurance company doing business as an insurance company under the insurance laws of the State of Ohio. Said insurer issued a policy of automobile insurance to Plaintiff, as a named insured. The premiums were paid in a timely manner on said policy and the Plaintiff is entitled to uninsured/underinsured coverage pursuant to the policy of insurance with Progressive Direct. A full copy of the policy has been attached as *Exhibit 1*.

15. Defendant Progressive Direct provided uninsured and/or underinsured motorist coverage as part of the policy for which a premium was paid. Said policy insured Plaintiff Lejzerowicz, as a named insured. Although the person causing said collision is insured, Plaintiff's damages exceed the liability insurance available.

16. Ms. Sugarevska's personal automobile insurance company has offered to tender the limits of her policy of insurance. Plaintiff Lejzerowicz notified Defendant Progressive Direct of such offer and Defendant Progressive Direct has given permission to accept Ms. Sugarevska's policy limits and release Ms. Sugarevska from any further liability relating to this collision. See attached confirmation letter attached as *Exhibit 2*. Ms. Sugarevska's policy limits are insufficient to fully and fairly compensate Plaintiff for the injuries and damages more fully outline in Count One.

17. At all times relevant herein Plaintiff Lejzerowicz was injured by an underinsured motorist as defined by Defendant Progressive Direct's automobile insurance policy and Defendant has an obligation pursuant to said policy of insurance to compensate Plaintiff up to the limit of underinsured motorist coverage available.

WHEREFORE, Plaintiff Lejzerowicz demands judgment against Defendant Progressive Direct in an amount in excess of \$25,000.00 for compensatory damages, or other damages to which she may be entitled, including her costs and interest herein, reasonable attorney fees, pre-judgment interest, if appropriate, and for such other and further relief as may be necessary and proper.

Respectfully Submitted,

/s/ Sydney S. McLafferty  
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