

# EXHIBIT A

ELECTRONICALLY FILED  
Superior Court of California,  
County of Orange  
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Clerk of the Superior Court  
By Joseph Villegas, Deputy Clerk

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF ORANGE, CENTRAL DISTRICT  
13 UNLIMITED CIVIL CASE

30-2014-00737262-CU-IC-CJC

14 MANUEL ZATARAIN, SR., an  
15 individual,  
16 Plaintiff,  
17 vs.  
18 ACE AMERICAN INSURANCE  
19 COMPANY, a Pennsylvania  
20 Corporation; and DOES 1-10, inclusive,  
21 Defendants.

CASE NO.: Judge William Claster

AMOUNT DEMANDED DOES EXCEED  
\$25,000

COMPLAINT FOR:

- 1. BREACH OF CONTRACT; AND
- 2. BREACH OF IMPLIED OBLIGATION OF GOOD FAITH AND FAIR DEALING

18 Plaintiff, MANUEL ZATARAIN, SR., an individual, (hereinafter "Plaintiff"), hereby  
19 complains against Defendants ACE AMERICAN INSURANCE COMPANY, a Pennsylvania  
20 Corporation (hereinafter "ACE"), and DOES 1 through 10, inclusive (hereinafter "Does"), and  
21 alleges as follows:

22 GENERAL ALLEGATIONS

23 1. Plaintiff is, and at all times mentioned herein was, an individual, California resident,  
24 residing in the City of Inglewood, in the County of Los Angeles.

1 2. Defendant, ACE is a Pennsylvania corporation, lawfully doing business in California  
2 with its registered California address at 818 West Seventh Street, 2<sup>nd</sup> Floor, Los Angeles,  
3 California 90017.

4 3. Plaintiff is informed and believes and thereon alleges that Defendant, ACE, is and at all  
5 times mentioned herein was a Pennsylvania corporation with its principal place of business at  
6 436 Walnut Street, Philadelphia, Pennsylvania 19106.

7 4. The true names and capacities, whether individual, corporate, associate or otherwise, of  
8 each of the Defendants designated herein as a DOE are unknown to Plaintiff at this time and  
9 therefore said Defendants, and each of them are sued by such fictitious names. Plaintiff is  
10 informed and believes and thereon alleges that each of the Defendants designated herein as DOE  
11 is legally responsible in some manner for events and incidents described and caused damages  
12 thereby to the Plaintiff as hereinafter alleged.

13 5. Plaintiff is informed and believes and thereon alleges that each of the Defendants, at all  
14 times herein mentioned, was acting as agents, servant, and/or employee of each of the other  
15 Defendants, and each of them and within the scope of said agency and employment. Plaintiff is  
16 further informed and believes and thereon alleges that at the time and place of the incidents  
17 described, each of the Defendants, their agents, servants and/or employees becomes liable to  
18 Plaintiff for one or more of the reason described and thereby proximately caused Plaintiff to  
19 sustain damages as described herein.

20 6. Defendant, ACE contracted to insure Plaintiff for personal injury under an Occupational  
21 Accident Plan Policy.

22 7. The injury causing incident, to which Plaintiff sues upon, occurred in the City of Orange,  
23 within the jurisdiction of the Superior Court of the County of Orange, Central District.

24 **FIRST CAUSE OF ACTION**

25 **[Breach of Contract]**

1 8. Plaintiff realleges and incorporates herein each of the allegations contained in paragraphs  
2 1 through 7, inclusive of Plaintiff's Complaint herein.

3 9. Plaintiff is, and at all relevant times mentioned was, a licensed truck operator, employed  
4 by Ceva Logistics. Plaintiff has been employed as an independent contractor by Ceva Logistics  
5 since June 1996.

6 10. On or about June 26, 2010, at approximately 7:30 a.m., Plaintiff arrived at a Target  
7 Corporation retail store in the City of Orange to deliver a truckload of bottled water, which was  
8 stacked in large pallets in the bed of Plaintiff's truck. Target Corporation provided Plaintiff with  
9 an electric pallet jack to unload the pallets of bottled water. As Plaintiff was unloading a pallet  
10 of bottled water with the electric pallet jack, the pallet jack malfunctioned and smashed  
11 Plaintiff's right hand against the wall of the truck trailer. Plaintiff's pinky finger was filleted  
12 open and suffered massive tissue damage. Plaintiff was rushed to the hospital, where his right  
13 pinky finger was amputated.

14 11. As a result of the incident, Plaintiff suffered serious bodily injury and damages,  
15 including, permanent disfigurement, costs of medical treatments, pain and suffering, and loss of  
16 income.

17 12. Plaintiff filed a claim with Defendant ACE for loss of earnings, coverage of medical  
18 expenses, and loss of the finger in August 2010.

19 13. Plaintiff is informed and believes and thereon alleges, that said loss is covered under his  
20 Occupational Accident Plan policy with Defendant ACE.

21 14. On or about July 26, 2013, Defendant ACE breached its insurance contract with Plaintiff,  
22 wherein it denied Plaintiff's claim and refused to pay the loss in accordance with its insurance  
23 contract.

24 15. Defendant ACE breached its insurance contract by unreasonably or without proper cause  
25 denied Plaintiff's claim and failed to pay the policy benefits.

1 16. Defendant ACE breached its insurance contract with Plaintiff and failed to perform its  
2 obligations under the contract, and pay Plaintiff's loss; a loss that was covered under his  
3 insurance contract with Defendant ACE.

4 17. Defendant ACE's breach of its contractual obligations directly and proximately caused  
5 Plaintiff to suffer damages in the sum of \$103,366.25.

6 SECOND CAUSE OF ACTION

7 [Breach Of Implied Obligation Of Good Faith And Fair Dealing]

8 18. Plaintiff realleges and incorporates herein each of the allegations contained in paragraphs  
9 1 through 7, and 9 through 17, inclusive of Plaintiff's Complaint herein.

10 19. Plaintiff further alleges that Defendant ACE breached its implied obligation of good faith  
11 and fair dealing by failing to pay Plaintiff a loss covered under Plaintiff's Occupational Accident  
12 Plan insurance contract with Defendant ACE.

13 20. Defendant's breach of the implied obligation of good faith and fair dealing, directly and  
14 proximately caused Plaintiff's damages in the amount of Thirty Five Thousand Dollars  
15 \$103,366.25.

16  
17 WEREFORE, Plaintiff prays for judgment against Defendants, and each one of them,  
18 as follows:

19 ON THE FIRST CAUSE OF ACTION:

- 20 1. For General Damages according to proof;  
21 2. For Compensatory Damages according to proof;  
22 3. For costs of suit incurred herein;  
23 4. Attorneys' Fees;  
24 5. For such other and further damages or relief as the Court deems just and proper.

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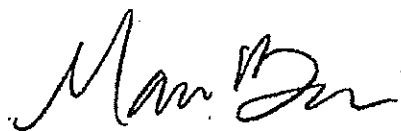
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1 ON THE SECOND CAUSE OF ACTION:

- 2 1. For General Damages according to proof;
- 3 2. For Compensatory Damages according to proof;
- 4 3. For Exemplary and Punitive Damages;
- 5 4. For Mental Suffering/Anxiety/Humiliation/Emotional Distress according to proof;
- 6 5. For costs of suit incurred herein;
- 7 6. Attorneys' Fees;
- 8 7. For such other and further damages or relief as the Court deems just and proper.

11 DATED: July 30, 2014

GUERRERO & CHAN, LLP



MARISSA E. BARELA, ESQ.  
Attorneys for Plaintiff, Manuel Zatarain

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