

LLC, the Assignee, all the “right title and interest of Assignor [Eckert] in and to the Franchise, including the Franchise Agreement and its attached Lease(s) identified above, and any amendments and exhibits thereto, and the Business, such to the terms and conditions therein.” Further, 2CE, LLC assumed all of Eckert’s duties, obligations, agreements, commitments and liabilities under the Franchise, including the Franchise Agreement.

With regard to duties, obligations, agreements, commitments and liabilities under the Franchise, including the Franchise Agreement, Section 5 of the Franchise Agreement states, in relevant part: “The Operator shall be solely and exclusively responsible for any and all liability of the Operators and/or Chick-fil-A for personal injury, damage or loss caused by or resulting from any act or omission of the Operator, the Operator’s employees, agents, contractors, invitees or customers.” Further, based on an affidavit submitted by Christopher Eckert, Defendant Sasha N. Gray is an employee of 2CE, LLC and was operating the subject vehicle in the course and scope of her employment to 2CE, LLC. There is no evidence that Defendant Gray is employed by Chick-fil-A, Inc. or Claire Eckert.

Chick fil A, Inc. is not a real party in interest. As articulated in the Franchise Agreement, Chick-fil-A, Inc. has no interest in the day-to-day operations of the subject restaurant and is not responsible for any liability for personal injury resulting out of the act or omission of the Operator’s employees.

Further, Defendant Claire Eckert is not a real party in interests. Based on affidavit testimony, Claire Eckert has no control over business operations, including but not limited to any employees of 2CE, LLC. Claire Eckert is not an owner-operator and nor was Claire Eckert assigned any rights under the Assignment Agreement.

Accordingly, based on the aforementioned, the Court finds that 2CE, LLC is a real party in interest and should be substituted in the place of Defendants Chick-fil-A, Inc. and Claire Eckert. The pleadings should be amended to read as follows: Willie J. Bennett v. Sasha N. Gray and 2CE, LLC.

IT IS SO ORDERED.

The Honorable Maite Murphy
Presiding Judge



Richland Common Pleas

Case Caption: Willie J Bennett vs Sasha N Gray , defendant, et al

Case Number: 2023CP4000017

Type: Order/Substitution of Parties

So Ordered

s/ Maite Murphy 2166