

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

<b>JASON P. SMALL, ESQ.</b>	)	CASE NO.
47 East Federal Plaza, Suite 702	)	
Youngstown, OH 44503	)	JUDGE:
	)	
and	)	
	)	
<b>TRACEY S. MONROE-WINBUSH</b>	)	<b><u>COMPLAINT</u></b>
47 East Federal Plaza, Suite 1002	)	<b><u>OTHER TORTS</u></b>
Youngstown, OH 44503	)	
	)	<b><u>JURY DEMAND ENDORSED HEREON</u></b>
and	)	
	)	<b><u>INSTRUCTIONS FOR SERVICE</u></b>
<b>ERIN E. DRISCOLL</b>	)	
47 East Federal Plaza, Suite 701	)	
Youngstown, OH 44503	)	
	)	
and	)	
	)	
<b>FRANK A. DALOISE</b>	)	
47 East Federal Plaza, Suite 201	)	
Youngstown, OH 44503	)	
	)	
and	)	
	)	
<b>WILLIAM E. MAYBERRY, JR.</b>	)	
47 East Federal Plaza, Suite 901	)	
Youngstown, OH 44503	)	
	)	
and	)	
	)	
<b>JORDAN T. RAINES</b>	)	
47 East Federal Plaza, Suite 602	)	
Youngstown, OH 44503	)	
	)	
and	)	
	)	
<b>CHRISTOPHER L. ESKEW</b>	)	
47 East Federal Plaza, Suite 1102	)	
Youngstown, OH 44503	)	
	)	
and	)	
	)	

**JUSTIN T. REYNOLDS** )  
47 East Federal Plaza, Suite 302 )  
Youngstown, OH 44503 )  
and )  
**MARK A. TALANO** )  
47 East Federal Plaza, Suite 302 )  
Youngstown, OH 44503 )  
and )  
**LARRY S. MOHN, III** )  
47 East Federal Plaza, Suite 601 )  
Youngstown, OH 44503 )  
and )  
**SHA'HAUN A. WILLIAMS** )  
47 East Federal Plaza, Suite 401 )  
Youngstown, OH 44503 )  
and )  
**ROBERT E. DIROLL** )  
47 East Federal Plaza, Suite 302 )  
Youngstown, OH 44503 )  
and )  
**VICTASIA C. HOOKS** )  
47 East Federal Plaza, Suite 801 )  
Youngstown, OH 44503 )  
and )  
**SAEED R. GARNER** )  
47 East Federal Plaza, Suite 801 )  
Youngstown, OH 44503 )  
and )  
**TAYLOR HAMMOND, a minor by** )  
**and through her Mother and next of** )  
**Friend, VICTASIA C. HOOKS** )  
47 East Federal Plaza, Suite 801 )

Youngstown, OH 44503 )  
)  
and )  
)  
**O'MAR Z. GARNER, a minor by** )  
**and through his Father and next of** )  
**Friend, SAEED R. GARNER** )  
47 East Federal Plaza, Suite 801 )  
Youngstown, OH 44503 )  
)  
and )  
)  
**HARRY E. BIERWORTH** )  
47 East Federal Plaza, Suite 201 )  
Youngstown, OH 44503 )  
)  
and )  
)  
**GREGG A. ROSSI, ESQ.** )  
47 East Federal Plaza, Suites 1201 & )  
1202 )  
Youngstown, OH 44503 )  
)  
and )  
)  
**DEANNA L. ROSSI** )  
47 East Federal Plaza, Suites 1201 & )  
1202 )  
Youngstown, OH 44503 )  
)  
and )  
)  
**JARRET W. SMOTRILA** )  
47 East Federal Plaza, Suite 501 )  
Youngstown, OH 44503 )  
)  
Plaintiffs, )  
)  
v. )  
)  
**ENBRIDGE, INC.** )  
425 1 Street Southwest )  
Calgary, AB T2P 3L8 )  
Canada )  
)  
)

and )  
)  
**ENBRIDGE (U.S.) GAS** )  
**DISTRIBUTION, LLC.** )  
c/o C T Corporation System, )  
Statutory Agent )  
4701 Cox Road, Suite 285 )  
Glenn Allen, VA 23060-0000 )  
)  
and )  
)  
**ENBRIDGE ELEPHANT** )  
**HOLDINGS, LLC.** )  
915 North Eldridge Parkway, Suite 1100 )  
Houston, TX 77079 )  
)  
and )  
)  
**ENBRIDGE ALTERNATIVE** )  
**FUEL, LLC.** )  
c/o C T Corporation System, )  
Statutory Agent )  
4400 Easton Commons Way, Suite 125 )  
Columbus, OH 43219 )  
)  
and )  
)  
**ENBRIDGE PIPELINES** )  
**(TOLEDO) INC.** )  
c/o The Corporation Trust Company )  
Statutory Agent )  
Corporation Trust Center )  
1209 Orange Street )  
Wilmington, DE 19801 )  
)  
and )  
)  
**ENBRIDGE GENOA U.S.** )  
**HOLDINGS, LLC.** )  
c/o The Corporation Trust Company )  
Statutory Agent )  
Corporation Trust Center )  
1209 Orange Street )  
Wilmington, DE 19801 )  
)  
and )

**ENBRIDGE (U.S.) INC.** )  
915 North Eldridge Parkway, Suite 1100 )  
Houston, TX 77079 )

and )

**ENBRIDGE EOG HOLDINGS, LLC.** )  
c/o The Corporation Trust Company, )  
Statutory Agent )  
Corporation Trust Center )  
1209 Orange Street )  
Wilmington, DE 19801 )

and )

**DOMINION ENERGY, INC.** )  
c/o C T Corporation System, Statutory )  
Agent )  
4701 Cox Road, Suite 285 )  
Glenn Allen, VA 23060-0000 )

and )

**DOMINION ENERGY QUESTAR )  
CORPORATION** )  
333 South State Street )  
Salt Lake City, UT 84111 )

and )

**GREENHEART COMPANIES, LLC.** )  
c/o Brian S. Angelilli, Statutory Agent )  
PO BOX 3407 )  
Youngstown, OH 44513 )

and )

**LY PROPERTY MANAGEMENT, )  
LLC.** )  
c/o Jacqueline Marchionda, Statutory )  
Agent )  
11 Central Square Suite 300 )  
Youngstown, OH 44503 )

and )

**YO PROPERTIES 47, LLC.** )  
 c/o Brian S. Angelilli, Statutory Agent )  
 P.O. Box 3407 )  
 Youngstown, OH 44513 )  
 )  
 and )  
 )  
**JOHN/JANE DOES NOS. 1-20** )  
*True Names and Addresses Unknown* )  
 )  
 )  
 )  
 Defendants. )

Now come Plaintiffs, Jason P. Small, Tracey S. Monroe-Winbush, Erin E. Driscoll, Frank A. Daloise, William E. Mayberry, Jr., Victasia C. Hooks, Saeed R. Garner, Taylor Hammond, a minor, by and through her Mother and next of friend, Victasia C. Hooks, O’Mar Z. Garner, a minor, by and through his Father and next of friend Saeed R. Garner, Harry E. Bierworth, Gregg A. Rossi, Deanna L. Rossi, Jordan T. Raines, Christopher L. Eskew, Justin T. Reynolds, Mark A. Talanoa, Larry S. Mohn, III, Sha’Haun A. Williams, Robert E. Diroll and Jarret W. Smotrila (hereinafter collectively, “Plaintiffs”) by and through undersigned counsel, and for their Complaint hereby state as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiffs are individuals who, at all times relevant to this Complaint, resided in the Realty Tower, in the City of Youngstown, County of Mahoning, State of Ohio.

2. Defendant, Enbridge, Inc. (hereinafter “Enbridge”) is a Canadian corporation that all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities and thus, is vicariously liable for their actions.

3. Defendant, Enbridge (U.S.) Gas Distribution, LLC (hereinafter “Enbridge Gas”) is a Virginia limited liability company that all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge Gas acted through its agents, servants, employees, contractors, affiliated subsidiaries and entities and thus, is vicariously liable for their actions.

4. Defendant, Enbridge Elephant Holdings, LLC (hereinafter “Enbridge Elephant”) is a Delaware limited liability company that all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge Elephant acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities and thus, is vicariously liable for their actions.

5. Defendant, Enbridge Alternative Fuel, LLC (hereinafter “Enbridge Alternative”) is an Ohio limited liability company that all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge Alternative acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities and thus, is vicariously liable for their actions.

6. Defendant, Enbridge Pipelines (Toledo), Inc. (hereinafter “Enbridge Pipelines”) is a Delaware corporation that all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge Pipelines acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities and thus, is vicariously liable for their actions.

7. Defendant, Enbridge Genoa U.S. Holdings, LLC (hereinafter “Enbridge Genoa”) is a Delaware limited liability company that all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge Genoa acted through its

agents, servants, employees, contractors, affiliated subsidiaries and/or entities and thus, is vicariously liable for their actions.

8. Defendant, Enbridge (U.S.) Inc. (hereinafter “Enbridge U.S.”), is a Delaware corporation that all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge U.S. acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities and thus, is vicariously for their actions.

9. Defendant, Enbridge EOG Holdings, LLC (hereinafter “Enbridge EOG”), is a Delaware limited liability company that, all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Enbridge EOG acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities and thus, is vicariously liable for their actions.

10. Defendant, Dominion Energy, Inc. (hereinafter “Dominion Energy”) is a Virginia corporation that, all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Dominion Energy acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities, and thus, is vicariously liable for their actions.

11. Dominion Energy Questar Corporation (hereinafter “Questar”) is a Utah corporation that, all times relevant to this Complaint, transacted business in the County of Mahoning, State of Ohio. At all times relevant, Questar acted through its agents, servants, employees, contractors, affiliated subsidiaries and/or entities, and thus, is vicariously liable for their actions.

12. Defendant, Greenheart Companies, LLC (hereinafter “Greenheart”) is an Ohio limited liability company that, all times relevant to this Complaint transacted business in the County of



Mahoning, State of Ohio. At all times relevant, Greenheart acted through its agents, servants, employees and contractors and thus, vicariously liable for their actions.

13. Defendant, LY Property Management, LLC dba Youngstown Live Property Management (hereinafter “LY Property Management”) is an Ohio limited liability company that all times relevant to this Complaint transacted business in the County of Mahoning, State of Ohio. At all times relevant, LY Property Management acted through its agents, servants, employees and contractors and thus, vicariously liable for their actions.

14. Defendant, YO Properties 47, LLC (hereinafter “YO Properties”) is an Ohio limited liability company that all times relevant to this Complaint transacted business in the County of Mahoning, State of Ohio. At all times relevant, YO Properties acted through its agents, servants, employees and contractors and thus, vicariously liable for their actions.

15. Plaintiffs are informed and believe and thereon allege that the fictitiously-named Defendants sued as John/Jane Does Nos. 1-10 (hereinafter referred to as “John/Jane Does1-10”) are persons, partnerships or corporations whose identity could not be readily ascertained despite the exercise of due diligence, but whose conduct contributed to the injury of Plaintiffs. Plaintiffs will amend or supplement this Complaint to allege the true names and capacities of such fictitiously-named Defendants when the same have been ascertained.

### **FACTUAL ALLEGATIONS**

16. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

17. In April of 2024, the City of Youngstown (hereinafter the “City”) entered into a “no-bid” contract with Greenheart to remove and relocate utilities in preparation for the City’s Road improvement project.

18. As a part of the contracted services, Greenheart agreed to remove utility lines, which included water, gas, electrical, data and phone lines, sprinkler lines, as well as furnace water tanks from underneath the sidewalk in front of the Realty Tower.

19. At all times relevant to this Complaint, the natural gas lines in and near the Realty Tower were owned and maintained collectively by Enbridge, Enbridge Gas, Enbridge Elephant, Enbridge Alternative, Enbridge Pipelines, Enbridge Genoa, Enbridge U.S., Enbridge EOG, Dominion Energy and Questar.

20. On May 28, 2024, four members of a “scrap-removal” crew engaged by Greenheart were removing old utilities and other items from the basement of the Realty Tower.

21. During this process, a member of the scrap-removal crew used a reciprocating saw to cut into one of the gas lines, which was believed to be inactive.

22. At that time, the Greenheart site supervisor was not present.

23. Immediately after the scrap-removal crew member began cutting the line, he immediately smelled natural gas, heard loud whistling and felt natural gas blowing into his face because the line was pressurized with natural gas.

24. The scrap-removal crew called 911, activated the fire alarms and evacuated the Realty Tower.

25. Approximately six (6) minutes after the line was cut, a catastrophic explosion occurred.

26. The catastrophic explosion rendered the Realty Tower unsafe and uninhabitable.

27. Following the explosion, Plaintiffs were restricted from entering the Realty Tower as the City took control of the building due to concerns about its structural integrity.

28. On or about August 1, 2024, YO Properties and LY Property Management regained control of the Realty Tower, having taken over from the City and the NTSB, who had previously managed the building while an investigation as to the cause of the explosion was conducted.

29. Despite YO Properties and LY Property Management regaining control of the Realty Tower, Plaintiffs remained restricted from entering the Realty Tower. As a result, most if not all of their personal property could not be recovered.

30. Once control of the Realty Tower was returned to YO Properties and LY Property Management, these entities failed to secure the premises, thereby allowing theft and looting to occur.

31. On or about July 12, 2024, demolition began to raze the Realty Tower.

**COUNT I**  
**(Negligence—Enbridge)**

32. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

33. Enbridge owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

34. Enbridge owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to condition of any and all gas lines.

35. Enbridge breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement.

36. As a direct and proximate result of the negligence of Enbridge, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT II**  
**(Negligence—Enbridge Gas)**

37. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

38. Enbridge Gas owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

39. Enbridge Gas owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to the condition of any and all gas lines.

40. Enbridge Gas breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, inspect, warn, advise, instruct, and communicate with the contractors working in Realty Tower basement.

41. As a direct and proximate result of the negligence of Enbridge Gas, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT III**  
**(Negligence—Enbridge Elephant)**

42. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

43. Enbridge Elephant owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

44. Enbridge Elephant owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to the condition of any and all gas lines.

45. Enbridge Elephant breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement.

46. As a direct and proximate result of the negligence of Enbridge Elephant, Plaintiffs suffered significant damage to personal property and incurred other economic losses.

**COUNT IV**  
**(Negligence—Enbridge Alternative)**

47. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

48. Enbridge Alternative owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

49. Enbridge Alternative owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to the condition of any and all gas lines.

50. Enbridge Alternative breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, inspect, warn, advise, instruct, and communicate with the contractors working in Realty Tower basement.

51. As a direct and proximate result of the negligence of Enbridge Alternative, Plaintiffs suffered significant damage to personal property and incurred other economic losses.

**COUNT V**  
**(Negligence—Enbridge Pipelines)**

52. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

53. Enbridge Pipelines owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

54. Enbridge Pipelines owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to the condition of any and all gas lines.

55. Enbridge Pipelines breached its duty owed to the Plaintiffs by failing to use reasonable care To maintain, inspect, warn, advise, instruct, and communicate with the contractors working in Realty Tower basement.

56. As a direct and proximate result of the negligence of Enbridge Pipelines, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT VI**  
**(Negligence—Enbridge Genoa)**

57. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

58. Enbridge Genoa owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

59. Enbridge Genoa owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty

Tower basement, including, but not limited to, providing accurate information pertaining to the condition of any and all gas lines.

60. Enbridge Genoa breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, inspect, warn, advise, instruct, and communicate with the contractors working in Realty Tower basement.

61. As a direct and proximate result of the negligence of Enbridge Genoa, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT VII**  
**(Negligence—Enbridge U.S.)**

62. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

63. Enbridge U.S. owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

64. Enbridge U.S. owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to condition of any and all gas lines.

65. Enbridge U.S. breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, inspect, warn, advise, instruct, and communicate with the contractors working in Realty Tower basement.

66. As a direct and proximate result of the negligence of Enbridge U.S., Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT VIII**  
**(Negligence—Enbridge EOG)**

67. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

68. Enbridge EOG owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

69. Enbridge EOG owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to the condition of any and all gas lines.

70. Enbridge EOG breached its duty owed to the Plaintiffs by failing to use reasonable care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement.

71. As a direct and proximate result of the negligence of Enbridge EOG, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT IX**  
**(Negligence—Dominion Energy)**

72. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

73. Dominion Energy, Inc. owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

74. Dominion Energy, Inc. owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty



Tower basement, including, but not limited to, providing accurate information pertaining to condition of any and all gas lines.

75. Dominion Energy, Inc. breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, warn, inspect, advise, instruct and communicate with the contractors working in Realty Tower basement.

76. As a direct and proximate result of the negligence of Dominion Energy, Inc. Plaintiffs suffered significant damage to personal property and incurred other economic losses.

**COUNT X**  
**(Negligence—Questar)**

77. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

78. Questar owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

79. Questar owed Plaintiffs a duty to exercise reasonable and ordinary care to maintain, inspect, warn, advise, instruct and communicate with the contractors working in Realty Tower basement, including, but not limited to, providing accurate information pertaining to condition of any and all gas lines.

80. Questar breached its duty owed to the Plaintiffs by failing to use reasonable care to maintain, inspect, warn, advise, instruct, and communicate with the contractors working in Realty Tower basement.

81. As a direct and proximate result of the negligence of Questar, Plaintiffs suffered significant damage to personal property and incurred other economic losses.

**COUNT XI**  
**(Negligence—Greenheart)**

82. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

83. Greenheart owed Plaintiffs a duty to exercise reasonable and ordinary care when performing construction services on the natural gas lines in the basement of the Realty Tower.

84. Greenheart owed Plaintiffs a duty to exercise reasonable and ordinary care in the hiring and proper training of its agents, contractors and/or employees in regards to the relocation of the utility lines in the basement and/or utility vault of the Realty Tower.

85. Greenheart failed to adhere to the aforementioned duties, failed to meet the standard of care, and was negligent.

86. Greenheart's negligence was a direct and proximate cause of the catastrophic explosion.

87. As a direct and proximate result of the explosion, which was the result of the negligence of Greenheart, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT XII**  
**(Negligence—LY Property Management)**

88. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

89. At all relevant to this Complaint, LY Property Management supervised, maintained and/or controlled the Realty Tower.

90. LY Property Management owed Plaintiffs, as invitees, a duty to exercise ordinary care and to maintain the Realty Tower in a reasonably safe condition.

91. Further, LY Property Management owed Plaintiffs a duty to refrain from conduct that would foreseeably harm Plaintiffs.

92. LY Property Management was negligent in that it breached the aforementioned duties owed to Plaintiffs in that LY Property Management failed to properly vet the contractors hired to perform work in the Realty Tower basement and/or utility vault, warn contractors of known defects and to inspect the premises for hazards.

93. As a direct and proximate result of the negligence of LY Property Management, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT XIII**  
**(Negligence—YO Properties)**

94. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein,

95. At all relevant to this Complaint, YO Properties owned, supervised, maintained and/or controlled the Realty Tower.

96. YO Properties owed Plaintiffs, as invitees, a duty to exercise ordinary care and to maintain the Realty Tower in a reasonably safe condition.

97. Further, YO Properties owed Plaintiffs a duty to refrain from conduct that would foreseeably harm Plaintiffs.

98. YO Properties was negligent in that it breached the aforementioned duties owed to Plaintiffs in that YO Properties failed to properly vet the contractors hired to perform work in the Realty Tower basement and/or utility vault, warn contractors of known defects and to inspect the premises for hazards.

99. As a direct and proximate result of the negligence of YO Properties, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT XIV**  
**(Negligence—John/Jane Does Nos. 1-20)**

100. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

101. John/Jane Does Nos. 1-20 owed Plaintiffs a duty to exercise reasonable and ordinary care in the preparation, management, distribution, and sale of the natural gas supplied to the Realty Tower.

102. John/Jane Does Nos. 1-20 owed Plaintiffs a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in the Realty Tower basement, including, but not limited to, providing accurate information pertaining to the pressurization of gas lines.

103. John/Jane Does Nos. 1-20 breached its duty owed to Plaintiffs by failing to use reasonable care to warn, inspect, advise, instruct, and communicate with the contractors working in the Realty Tower basement.

104. As a direct and proximate result of the negligence of John/Jane Does Nos. 1-20, Plaintiffs suffered significant damage to personal property and incurred other economic loss.

**COUNT XV**  
**(Negligence—YO Properties)**

105. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

106. Once YO Properties regained control of the Realty Tower, it owed a duty to act reasonably in securing the Realty Building for the purposes of preventing foreseeable criminal activity, including, but not limited to, theft and looting.

107. YO Properties, by and through its owners, agents, servants and/or employees breached

the aforementioned duty and was negligent when it failed to secure the Realty Building with care, thereby allowing looting and theft to occur.

108. As a direct and proximate result of YO Properties' negligence, Plaintiffs suffered damage to personal property and other economic loss.

**COUNT XVI**  
**(Negligence—LY Property Management)**

109. Plaintiffs restate and reallege each and every allegation contained above as if expressly rewritten herein.

110. Once LY Property Management regained control of the Realty Tower, it owed a duty to act reasonably in securing the Realty Building for the purposes of preventing foreseeable criminal activity, including, but not limited to, theft and looting.

111. LY Property Management, by and through its owners, agents, servants and/or employees breached the aforementioned duty and was negligent when it failed to secure the Realty Building with care, thereby allowing looting and theft to occur.

112. As a direct and proximate result of LY Property Management's negligence, Plaintiffs suffered damage to personal property and other economic loss.

**WHEREFORE**, on the First through Fourteenth Claims, Plaintiff demands judgement against the Defendants, joint and severally, on the Fifteenth Claim against YO Properties and on the Sixteenth Claim against LY Property Management as follows:

- A. Compensatory Damages for Plaintiff, in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) plus interest at the legal rate of interest from the date of the incident described above;
- B. Costs of this action; and
- C. Any other remedies this Court deems equitable and just.

Respectfully submitted,  
**BETRAS KOPP, LLC**

*/s/ Brian P. Kopp*

---

Brian P. Kopp (0064897)  
Frank L. Cassese (0092991)  
James N. Melfi (0098986)  
6630 Seville Drive  
Canfield, Ohio 44406  
Telephone: (330) 746-8484  
Facsimile: (330) 702-8280  
Email: [bkopp@bk-laws.com](mailto:bkopp@bk-laws.com)  
[fcassese@bk-laws.com](mailto:fcassese@bk-laws.com)  
[jmelfi@bk-laws.com](mailto:jmelfi@bk-laws.com)  
*Attorneys for Plaintiffs*

### **JURY DEMAND**

Plaintiff hereby demands a trial by jury pursuant to Civ.R. 38

*/s/ Brian P. Kopp*

---

Brian P. Kopp (0064897)

### **INSTRUCTIONS FOR SERVICE**

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

*/s/ Brian P. Kopp*

---

Brian P. Kopp (0064897)