

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

)	CASE NO.
VITO E. COLELLA)	
47 E. Federal Plaza, Suite 201 & 202)	
Youngstown, OH 44503)	JUDGE:
)	
Plaintiff,)	
)	
v.)	<u>COMPLAINT</u>
)	<u>OTHER TORTS</u>
ENBRIDGE, INC.)	
425 1 Street Southwest)	<u>JURY DEMAND ENDORSED HEREON</u>
Calgary, AB T2P 3L8)	
Canada)	<u>INSTRUCTIONS FOR SERVICE</u>
)	
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 Plaintiff, Vito E. Colella, (hereinafter referred to as “Plaintiff”) by and through undersigned counsel, and for his Complaint hereby states as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Vito E. Colella, is an individual who, at all times relevant to this Complaint, resided 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. Plaintiff 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 Plaintiff. Plaintiff 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. Plaintiff restates and realleges 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 jointly and/or separately 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 the “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 caused serious bodily injury to Plaintiff, Vito E. Colella.

COUNT I
(Negligence—Enbridge)

27. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

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

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

31. As a direct and proximate result of the negligence of Enbridge, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

32. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT II
(Negligence—Enbridge Gas)

33. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

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

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

37. As a direct and proximate result of the negligence of Enbridge Gas, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

38. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT III

(Negligence—Enbridge Elephant)

39. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

41. Enbridge Elephant owed Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

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

43. As a direct and proximate result of the negligence of Enbridge Elephant, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

44. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT IV
(Negligence—Enbridge Alternative)

45. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

47. Enbridge Alternative owed Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

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

49. As a direct and proximate result of the negligence of Enbridge Alternative, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind

and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

50. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT V
(Negligence—Enbridge Pipelines)

51. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

53. Enbridge Pipelines owed Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

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

55. As a direct and proximate result of the negligence of Enbridge Pipelines, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

56. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT VI
(Negligence—Enbridge Genoa)

57. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

58. Enbridge Genoa owed Plaintiff 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 Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

60. Enbridge Genoa breached its duty owed to the Plaintiff by failing to use reasonable care to warn, inspect, 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, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

62. Plaintiff Vito E. Colella's injuries are permanent.

COUNT VII

(Negligence—Enbridge U.S.)

63. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

65. Enbridge U.S. owed Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

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

67. As a direct and proximate result of the negligence of Enbridge U.S., Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

68. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT VIII
(Negligence—Enbridge EOG)

69. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

71. Enbridge EOG owed Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

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

73. As a direct and proximate result of the negligence of Enbridge EOG, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

74. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT IX

(Negligence—Dominion Energy, Inc.)

75. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

77. Dominion Energy, Inc. owed Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

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

79. As a direct and proximate result of the negligence of Dominion Energy, Inc. Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

80. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT X

(Negligence—Questar)

81. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

83. Questar owed Plaintiff a duty to exercise reasonable and ordinary care to warn, inspect, advise, instruct, and communicate with the contractors working in Realty Tower basement, including, but not limited to, accurate information pertaining to the pressurization of gas lines.

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

85. As a direct and proximate result of the negligence of Questar, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

86. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT XI

(Negligence—Greenheart)

87. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein.

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

89. Greenheart owed Plaintiff 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.

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

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

92. As a direct and proximate result of the explosion, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

93. Plaintiff Vito E. Colella's injuries are permanent.

COUNT XII

(Negligence—LY PROPERTY MANAGEMENT)

94. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein,

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

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

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

98. LY Property Management was negligent in that it breached the aforementioned duties owed to Plaintiff 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.

99. As a direct and proximate result of the negligence of LY Property Management, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain

of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

100. Plaintiff, Vito E. Colella's injuries are permanent.

COUNT XIII

(Negligence—YO Properties)

101. Plaintiff restates and realleges each and every allegation contained above as if expressly rewritten herein,

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

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

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

105. YO Properties was negligent in that it breached the aforementioned duties owed to Plaintiff 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.

106. As a direct and proximate result of the negligence of YO Properties, Plaintiff, Vito E. Colella, suffered personal injuries, was required to seek medical care, suffered great pain of mind and body, incurred financial obligations, incurred economic loss, property damage, lost wages, as well as other injury, damage and loss, all of which will continue into the future.

107. Plaintiff, Vito E. Colella's injuries are permanent.

WHEREFORE, Plaintiff demands judgement against the Defendants, joint and severally,
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
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fcassese@bk-laws.com
jmelfi@bk-laws.com

Attorneys for Plaintiff

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)