

IN THE COURT OF COMMON PLEAS, MAHONING COUNTY, OHIO

TRAESHA DANYIEL PRITCHARD, in the name of TRAESHA DANYIEL PRITCHARD, the to be named Administratrix of the Estate of Akil Maurice Drake, being the sister of Akil Maurice Drake (a beneficiary to his wrongful death estate)
7321 Creekwood Quorum Drive
Charlotte, NC 28212

Case No.
Judge

**Complaint for Wrongful Death
and Survivorship**

and

SHARNETTE CRITE-EVANS, in the name of TRAESHA DANYIEL PRITCHARD, the to be named Administratrix of the Estate of Akil Maurice Drake, being the mother of Akil Maurice Drake (a beneficiary to his wrongful death estate)
8920 Frankstown Road
Pittsburgh, PA 15235

Plaintiff

v.

YO PROPERTIES 47, LLC

47 Market Street
Youngstown, Ohio 44503

Also Serve:

YO Properties 47, LLC
Bryan Ridder, Statutory Agent
151 Saybrook Drive
Canfield, Ohio 44406

and

LY PROPERTY MANAGEMENT, LLC
d/b/a YOUNGSTOWN LIVE PROPERTY MANAGEMENT

11 Central Square West
Youngstown, Ohio 44503

Also serve:

LY Properties Management, LLC d/b/a
Youngstown Live Property Management
201 E. Commerce Street, Suite 200
Youngstown, Ohio 44503

Also serve:

LY Properties Management, LLC d/b/a
Youngstown Live Property Management
Sarah E. Marchionda, Statutory Agent
106 Collage Lane
Poland, OH 44514

and

GREENHEART COMPANIES, LLC

6001 Southern Blvd., Suite 105
Boardman, OH 44512

Also Serve

Greenheart Companies, LLC
Brian S. Angelli, Statutory Agent
PO Box 3407
Youngstown, Ohio 44513

and

THE EAST OHIO GAS COMPANY

d/b/a ENBRIDGE GAS OHIO

formerly d/b/a DOMINION ENERGY OHIO

1201 E. 55th Street
Cleveland, OH 44103

Also Serve:

The East Ohio Gas Company
1717 East Ninth Street
Cleveland, OH 44101

Also Serve:

The East Ohio Gas Company
CT Corporation System, Statutory Agent
4400 Easton Commons Way, Suite 125
Columbus, OH 43219

and

ENBRIDGE ELEPHANT HOLDINGS, LLC

915 N. Eldridge Pkwy, Suite 1100
Houston, TX 77079

and

**ENBRIDGE ALTERNATIVE FUEL, LLC,
f/k/a DEO 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.

Energy Center Five
915 North Eldrige Parkway, Suite 1100
Houston, TX 77079

Also serve:

Enbridge Pipelines (Toledo) Inc.
This Corporation Company
815 Superior Avenue
Cleveland, OH 44114

and

ENBRIDGE GENOA U.S. HOLDINGS, LLC

707 Springdale Avenue
Annapolis, MD 21403-2922

Also Serve:

Enbridge Genoa U.S. Holdings, LLC
Registered Agents, Inc., Statutory Agent
5900 Balconies Drive, Ste. 100
Austin, TX 78731

and

ENBRIDGE (U.S.) INC.

915 N. Eldridge Pkwy, Suite 1100
Houston, TX 77079

and

**ENBRIDGE (U.S.) GAS DISTRIBUTION, LLC,
f/k/a DOMINION ENERGY GAS DISTRIBUTION, LLC**

120 Tredegar Street
Richmond, VA 23219

Also Serve:

Enbridge Energy Gas Distribution, LLC
f/k/a Dominion Gas Distribution, LLC
C T Corporation System, Statutory Agent
4701 Cox Road, Suite 285
Glenn Allen, VA 23060-0000

and

DOMINION ENERGY QUESTAR CORPORATION

333 S. State St.
Salt Lake City, UT 84111

and

DOMINION ENERGY, INC

120 Tredegar Street
Richmond, VA 23219

Also Serve:

Dominion Energy, Inc.
C T Corporation System
4701 Cox Road, Suite 285
Glenn Allen, VA 23060-0000

Defendants.

COMPLAINT

Now comes Treasha Danyiel Pritchard, in the name of Treasha Danyiel Pritchard, the to be named Administratrix of the Estate of Akil Maurice Drake, being the sister of Akil Maurice Drake, and also comes Sharnette Crite-Evans, in the name of Treasha Danyiel Pritchard, the to be named Administratrix of the Estate of Akil Maurice Drake, being the mother of Akil Maurice Drake (both being beneficiaries to Akhil Maurice Drake's wrongful death estate) who for the respective claims against the named defendants respectfully states as follows:

INTRODUCTION

Treasha Danyiel Pritchard, in the name of Treasha Danyiel Pritchard, the to be named Administratrix of the Estate of Akil Maurice Drake, being the sister of Akil Maurice Drake, and Sharnette Crite-Evans, in the name of Treasha Danyiel Pritchard, the to be named Administratrix of the Estate of Akil Maurice Drake, being the mother of Akil Maurice Drake (both being beneficiaries to Akhil Maurice Drake's wrongful death estate) bring this lawsuit as a result of the death of Akil Maurice Drake, who was unlawfully killed as a result of events that took place on May 28, 2024, in Youngstown, Mahoning County, Ohio.

A little after 2:45 p.m. on Tuesday, May 28, 2024, while Akil Maurice Drake was situated in the Realty Tower located at 47 Federal Plaza, Youngstown, Mahoning County, Ohio, (as an employee of the JP Morgan Chase branch located in the Realty Tower) an explosion ripped through and damaged Realty Tower after a service lateral supplying natural gas to Realty Tower was cut as a result of work being performed by, at the direction of, or for the benefit of defendants.

This action is brought in the name of the personal representative of the Estate of Akil Maurice Drake for the exclusive benefit of the wrongful death beneficiaries (his mother and his sister) as provided for in Ohio Revised Code §2125.01 *et sequitur*. A survivorship claim is being made as well. It should be noted that the investigation into this matter being conducted by counsel as well as various governmental (Ohio state and U.S. federal agencies such as the NTSB) are in their beginning stages and ongoing. It is likely that this Complaint will be amended to incorporate additional facts, when and should they become known, as well as additional parties, when and should they become identified and known.

PARTIES, JURISDICTION, AND VENUE

1) At all relevant times plaintiff Treasha Danyiel Pritchard was the sister of the decedent, Akil Maurice Drake, and Sharnette Crite-Evans was the mother of Akil Maurice Drake.

2) Treasha Danyiel Pritchard, in the name of Treasha Danyiel Pritchard, the to be named Administratrix of the Estate of Akil Maurice Drake, being the sister of Akil Maurice Drake, and Sharnette Crite-Evans, in the name of Treasha Danyiel Pritchard, the to be named Administratrix of the Estate of Akil Maurice Drake, being the mother of Akil Maurice Drake are both beneficiaries to Akhil Maurice Drake's wrongful death estate.

3) It is expected that Treasha Danyiel Pritchard will be formally appointed as the Administratrix of the Estate of Akil Maurice Drake in the immediate future, and that at such time Treasha Danyiel Pritchard, Administratrix of the Estate of Akil Maurice Drake, will be substituted into this action as the party Plaintiff in this case.

4) At the time of his death on May 28, 2024, and at all times relevant, Akil Maurice Drake was a resident of Mahoning County, Ohio.

5) At the time of his death on May 28, 2024, Plaintiff's Decedent, Akil Maurice Drake, having been born on October 28, 1996, was 27 years of age.

6) Prior to the incidents which caused his death on May 28, 2024, Akil Maurice Drake had been in excellent health.

7) Prior to the incidents which caused his death on May 28, 2024, Akil Maurice Drake had been gainfully employed and was at his place of employment at the time of his death.

8) At the time of his death on May 28, 2024, Akil Maurice Drake, was survived by the following next of kin who are his statutory wrongful death beneficiaries: his mother, Sharnette Crite-Evans, and his sister Treasha Danyiel Pritchard.

9) Other than his mother, Sharnette Crite-Evans, and his sister Treasha Danyiel Pritchard, there are no other individuals who would be equitably entitled to share in the distribution of wrongful death proceeds as provided for in Ohio Revised Code §2125.01 *et sequitur*. Survivorship damages shall be distributed pursuant to Ohio's statutes of dissent and distribution (Ohio Revised Code §2105.06) in general, and to Akil Maurice Drake's mother, in particular, as per Ohio Revised Code §2105.06(F).

10) At all relevant times defendant YO Properties 47 LLC (YO Properties) is an Ohio limited liability company with its principal place of business at 47 Market Street, Youngstown, Ohio, and owned, operated, and maintained a building known as Realty Tower for both commercial and residential purposes.

11) At all relevant times the address of "Realty Tower" is listed as 47 Federal Plaza, Youngstown, Ohio. The address is sometimes listed as 47 Central Square, Youngstown, Ohio.

12) At all relevant times defendant YO Properties acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

13) At all relevant times defendant YO Properties carried out and continues to carry out substantial, continuous and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

14) At all relevant times defendant LY Property Management, LLC (LY Property Management) is an Ohio limited liability company with its principal place of business at either or both 11 Central Square West, Youngstown, Ohio, or 201 E. Commerce Street, Suite 200,

Youngstown, Ohio, which managed, operated, and maintained a building known as Realty Tower for both commercial and residential purposes.

15) At all relevant times Defendant LY Property Management acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

16) At all relevant times defendant LY Property Management carried out and continues to carry out substantial, continuous and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

17) At all relevant times defendant Greenheart Companies LLC (Greenheart) is an Ohio limited company with its principal place of business at 6001 Southern Blvd., Suite 105, Boardman, Ohio, and which provides all levels of construction services, including general contracting, design-build and carpentry services, and was hired to perform private utility relocation in the basement of the Realty Tower.

18) At all relevant times defendant Greenheart acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

19) At all relevant times, defendant Greenheart carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

20) At all relevant times defendant The East Ohio Gas Company d/b/a Enbridge Gas Ohio, formerly d/b/a Dominion Energy Ohio (East Ohio Gas) is a Ohio Corporation which has its principal place of business at either or both 1201 E. 55th Street, Cleveland, Ohio, or 1717 East Ninth Street, Cleveland, Ohio, and is in the business of transporting natural gas, and transmitting maintaining and overseeing natural gas pipelines and distribution lines. Enbridge Gas Ohio is a registered trade name for The East Ohio Gas Company. Dominion Energy Ohio was previously a registered trade name for The East Ohio Gas Company, but the use of Dominion Energy Ohio as a tradename for The East Ohio Gas Company ceased on March 6, 2024.

21) At all relevant times defendant East Ohio Gas acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

22) At all relevant times defendant East Ohio Gas carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio, by, among other things, owning, operating, or transporting natural gas and transmitting, maintaining, and overseeing natural gas pipelines and distribution lines.

23) At all relevant times defendant Enbridge Elephant Holdings, LLC (Enbridge Elephant) is a Delaware limited liability with its principal place of business at 915 N. Eldridge Pkwy, Sute 1100, Houston, Texas, a direct wholly owned subsidiary of Enbridge Genoa U.S. Holdings, LLC, is a holding company which was formed for the purpose of acquiring and holding the equity interests of certain entities, including The East Ohio Gas Company, DEO Alternative Fuel, LLC (n/k/a Enbridge Alternative Fuel, LLC, Dominion Energy Questar Corporation, and

Dominion Energy Gas Distribution, LLC. Enbridge Genoa U.S. Holdings, LLC is a direct wholly owned subsidiary of Enbridge (U.S.) Inc., which, in turn, is an indirect wholly owned subsidiary of Enbridge Inc., a Canadian corporation.

24) At all relevant times defendant Enbridge Elephant acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

25) At all relevant times defendant Enbridge Elephant carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

26) At all relevant times defendant Enbridge Alternative Fuel, LLC f/k/a Deo Alternative Fuel, LLC (Enbridge Alternative) is an Ohio limited liability company with its principal place of business at 915 N. Eldridge Pkwy, Suite 1100, Houston, Texas, and, among other things, is in the business of owning, operating, maintaining, or transporting natural gas and alternative fuel and also transmits, maintains, and oversees natural gas pipelines and the distribution of alternative fuel.

27) At all relevant times defendant Enbridge Alternative acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

28) At all relevant times defendant Enbridge Alternative carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

29) At all relevant times defendant Enbridge Pipelines (Toledo), Inc. (Enbridge Toledo) is a Delaware corporation, with its principal place of business at 915 N. Eldridge Pkwy, Sute 1100, Houston, Texas, and, among other things, is in the business of owning, operating, or transporting natural gas and transmits, maintains, and oversees natural gas pipelines.

30) At all relevant times defendant Enbridge Toledo acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

31) At all relevant times defendant Enbridge Toledo carried out and continues to carry out substantial, continuous and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

32) At all relevant times defendant Enbridge Genoa U.S. Holdings, LLC (Genoa) is a Delaware limited liability with its principal place of business at 915 N. Eldridge Pkwy, Sute 1100, Houston, Texas, and, among other things, is in the business of owning, operating, or transporting natural gas and transmits, maintains, and oversees natural gas pipelines.

33) At all relevant times defendant Genoa acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

34) At all relevant times defendant Genoa carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

35) At all relevant times defendant Enbridge (U.S.) Inc. (Enbridge U.S.) is a Delaware corporation, with its principal place of business at 915 N. Eldridge Pkwy, Sute 1100, Houston, Texas, and, among other things, is in the business of owning, operating, or transporting natural gas and transmits, maintains, and oversees natural gas pipelines.

36) At all relevant times defendant Enbridge U.S. acted by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

37) At all relevant times defendant Enbridge U.S. carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

38) At all relevant times defendant Enbridge Energy Gas Distribution, LLC f/k/a Dominion Energy Gas Distribution, LLC, (Enbridge Gas Distribution) is a Virginia limited liability company with its principal place of business at 120 Tredegar Street, Richmond Virginia, and, among other things, is in the business of owning, operating, or transporting natural gas and transmits, maintains, and oversees natural gas pipelines.

39) At all relevant times defendant Enbridge Gas Distribution, by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

40) At all relevant times defendant Enbridge Gas Distribution carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

41) At all relevant times defendant Dominion Energy, Inc. (Dominion Energy) is a Virginia Corporation with its principal place of business at 120 Tredegar Street, Richmond Virginia and, among other things, is in the business of owning, operating, or transporting natural gas and transmits, maintains, and oversees natural gas pipelines.

42) At all relevant times defendant Dominion Energy, by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

43) At all relevant times defendant Dominion Energy carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

44) At all relevant times defendant Dominion Energy Questar Corporation (Dominion Questar) is a Utah corporation and a natural gas company and public utility, located at 333 S. State St., Salt Lake City, Utah, and, among other things, is in the business of owning, operating, or transporting natural gas and transmits, maintains, and oversees natural gas pipelines.

45) At all relevant times defendant, Dominion Questar, by and through its agents, servants and/or employees who were acting within the course and scope of their agency, service and/or employment.

46) At all relevant times defendant Dominion Questar carried out and continues to carry out substantial, continuous, and systematic business activities in the State of Ohio and specifically in Mahoning County, Ohio, including regularly conducting business in Mahoning County and purposefully establishing significant contacts within Mahoning County, Ohio.

47) Venue is proper in this court in that, among other things plaintiff's claim for relief arose in Mahoning County in whole or in part.

FACTUAL ALLEGATIONS

48) At all times material the Realty Tower was legally owned by defendant YO Properties and managed for a fee by defendant LY Property Management.

49) At all times relevant hereto the natural gas utility main-line in and near the Realty Tower was owned either jointly or separately by defendants East Ohio Gas, Enbridge Elephant, Enbridge Alternative, Enbridge Toledo, Genoa, Enbridge U.S., Enbridge Gas Distribution, Dominion Energy, and/or Dominion Questar.

50) Natural gas is a highly flammable and extremely dangerous source of fuel and is especially susceptible to ignition (which can cause catastrophic injury and death) when it is released in confined and contained areas such as the basement area of the Realty Tower. The highest degree of care should be used in the design, engineering, construction, repair, and use of natural gas distribution facilities and all related distribution equipment because there is a likely chance of inherently dangerous activity because failing to use the utmost care to adhere to regulatory safety standards and industry standards can result in catastrophic injury in death). The installation, maintenance, inspection, and any construction services related to or even near natural gas distribution equipment is an inherently dangerous activity (because failing to adhere to regulatory safety standards and industry standards can result in catastrophic injury in death).

51) Each of the work activities described in the above paragraph are governed and regulated by federal law *via* the Code of Federal Regulations, state law and/or state regulation, including matters set forth in the Ohio Administrative Code, industry standards and recommended practices, and the manufacturers' recommendations of all equipment involved.

52) The work being performed by various defendants identified in this Complaint under the circumstances which gives rise to this Complaint, constitutes construction work which is inherently dangerous by its nature regardless of its involvement of work related to natural gas distribution.

53) Prior to the explosion on May 28, 2024, the City of Youngstown had undertaken to replace some sidewalks in the vicinity of Realty Tower.

54) In so doing, the City of Youngstown hired contractors to design, oversee, and complete every aspect of the sidewalk replacement project.

55) One aspect of the project was to clear out old piping and other outdated infrastructure and debris under the building in the basement and vault area of the Realty Tower (which extends underneath the sidewalk next to the building), which the project designers believed was a necessary condition precedent before the City could fill in the area and replace the sidewalks.

56) The intent of the work was to relocate these utility lines from under the sidewalk in front of Realty Tower, to the basement of Realty Tower (“the subject Realty Tower project”).

57) As reported in the *Salem News* in an article on June 1, 2024, on or about April 25, 2024, the Youngstown Board of Control approved a \$140,133 contract payment to defendant Greenheart to handle the removal of the utility lines, which included the water, gas, electrical, data and phone lines, sprinkler lines and furnace water tanks from underneath the sidewalk in front of Realty Tower.

58) On or about the time of the subject explosion on May 28, 2024, defendant Greenheart had only 4 out of the 6-person crew present.

59) On or about the time of the subject explosion, defendant Greenheart's crew supervisor was not present at the project site,

60) On or about the time of the subject explosion, no one on the crew who were present were aware that one of the pipes and/or service lines defendant Greenheart's crew was working on was pressurized and/or failed to consider the information they had been provided regarding the fact that the service lines were pressurized.

61) On or about the time of the subject explosion, one or more members of defendant Greenheart's crew made two cuts into piping running along the basement wall.

62) On or about the time of the subject explosion one or more members of defendant Greenheart's crew made a third cut. Around the time of the third cut, the crew realized that their work caused an unwanted, unprotected, unplanned for and inherently and/or unreasonably dangerous release of natural gas.

63) On or about the time of the subject explosion defendant Greenheart's crew evacuated the basement, then pulled the fire alarm.

64) Within approximately six minutes from when defendant Greenheart's crew cut the pressurized gas service line, a devastating and wide-spanning explosion occurred causing significant structural damage to the Realty Tower and resulting in Akil Maurice Drake being injured and trapped and unable to escape from the Realty Tower. Mr. Drake endured pain, suffering, and terror for an extended period of time prior to succumbing to the injuries caused by the explosion and passing away alone and afraid.

65) Mr. Drake's death gives rise to all the damages sought by the Plaintiff in this lawsuit.

66) All damages sought by the Plaintiff in this lawsuit were caused by the negligent acts or omissions of the named defendants. The negligence involves departure from reasonable activity and behavior of a reasonable person under like or similar circumstances, and, where applicable, the failure to reasonably use the utmost care that a reasonable careful engineer, construction contractor, or other professional engaged in activity related to natural gas distribution would use under like or similar circumstances as presented in this case.

COUNT I-NEGLIGENCE
YO PROPERTIES

67) Plaintiff incorporates by reference all paragraphs 1-66 as if set forth at length.

68) At all relevant times, YO Properties owned, controlled, and maintained the subject premises, namely, Realty Tower and the property on or around where Realty Tower sat.

69) At all relevant times, YO Properties undertook a duty to all invitees, including but not limited to Akil Maurice Drake, to maintain reasonably safe premises.

70) At all relevant times YO Properties, which was overseeing an active construction site, owed a nondelegable duty for the inherently and/or unreasonably dangerous environment it was in control of.

71) Because of the dangerous character of the utility line relocation work that was being done on its premises, at all relevant times YO Properties owed Akil Maurice Drake a nondelegable duty and is therefore responsible for the acts any independent contractors it hired to perform this dangerous work.

72) At all relevant times YO Properties breached its nondelegable duty (and any duty which the Court deems applicable) in that it failed to maintain a premises reasonably safe for its invitees in that:

a) YO Properties knew or should have known that the inherently and/or unreasonably dangerous work of the relocation of utility lines done on or about its property posed a foreseeable danger of harm to those inside the building if the work was not performed with reasonable care;

b) YO Properties failed to warn invitees, including but not limited to Akil Maurice Drake, of the potentially hazardous conditions that it had allowed on its property;

c) YO Properties knowingly and negligently allowed an understaffed and unsupervised crew to come upon its premises in the middle of a weekday, and perform highly and inherently and/or unreasonably dangerous work of cleaning out and moving utility and other lines;

d) YO Properties knowingly and negligently failed to properly supervise the inherently and/or unreasonably dangerous work being done on its premises;

e) YO Properties failed to have any policies and procedures in place to ensure that crews performing inherently and/or unreasonably dangerous work on its premises complied with all rules and regulations and standards of reasonable care.

73) As a direct and proximate result of the acts or omissions of defendant YO Properties, by and through its agents, servants, and/or employers acting within the course and scope of their employment, Akil Maurice Drake suffered horrible injuries that resulted in excruciating fear and a horrific and painful death, resulting in the following losses, damages and injuries to himself and to his mother, Sharnette Crite-Evans, and to his sister, Treasha Danyiel Pritchard, respectively, including but not limited to:

- i. Loss of support from the reasonably expected earning capacity of Akil Maurice Drake;
- ii. Loss of services of the Akil Maurice Drake;

- iii. The experience of extreme sorrow, grief and mental anguish in the past that will continue into the future;
- iv. The loss of the Akil Maurice Drake's society, companionship, care, assistance, protection, advice, guidance, counsel, instruction, training and education, all to their individual harm and damage;
- v. The loss of a prospective inheritance from Akil Maurice Drake;
- vi. Medical expenses associated with the treatment the treatment of Akil Maurice Drake injuries from the time of this fatal explosion until his death;
- vii. Past and future extras described in detail above.
- viii. For funeral and burial expenses associated with Akil Maurice Drake' death;
- ix. For pain and suffering and pre-death fright experienced by Akil Maurice Drake from the time he first learned that the gas line had been cut until the time of his death;
- x. For all damages specified under Ohio Revised Code §2125.01 *et sequitur*, as amended, under the common law, or otherwise provided by law, which may be lawfully recovered in this action, included but not limited to loss of society, companionship, comfort, guidance, kindly offices and advice, services, protection, care and assistance, loss of income, and mental anguish; and
- xi. For any other relief, either general or special, including but not limited to reasonable attorney fees, court costs, litigation expenses, and interest (both prejudgment and post-judgment) as is warranted by the facts and law.

WHEREFORE, plaintiff respectfully prays that judgment be awarded against defendant YO Properties either individually, or jointly and severally with any other defendant or defendants for these damages.

COUNT II-NEGLIGENCE
LY PROPERTY MANAGMENT

74) Plaintiff incorporates by reference all paragraphs 1-73 as if set forth at length.

75) At all relevant times defendant LY Management Property had the right to control, controlled, and maintain the subject premises, namely, Realty Tower and the property on or around where Realty Tower sits.

76) At all relevant times LY Management Property undertook a duty to all invitees, including but not limited to Akil Maurice Drake, to maintain reasonably safe premises.

77) At all relevant times LY Management Property which was helping to oversee an active construction site, owed a nondelegable duty for the inherently and/or unreasonably dangerous environment it was managing and in control of.

78) Because of the dangerous character of the utility line relocation work that was being done on its premises, at all relevant times LY Management Property owed Akil Maurice Drake a nondelegable duty and is therefore responsible for the acts any independent contractors it hired to perform this dangerous work.

79) At all relevant times LY Management Property breached its nondelegable duty (and any duty which the Court deems delegable) in that it failed to maintain a premises reasonably safe for its invitees in that:

a) LY Management Property knew or should have known that the inherently and/or unreasonably dangerous work of the relocation of utility lines done on or about the property it was managing posed a foreseeable danger of harm to those inside the building if the work was not performed with reasonable care;

b) LY Management Property failed to warn invitees, including but not limited to Akil Maurice Drake, of the potentially hazardous conditions that it had allowed on its property;

c) LY Management Property knowingly and negligently allowed an understaffed, undertrained, and unsupervised crew to come upon its premises in the middle of a

weekday, and perform highly and inherently and/or unreasonably dangerous work of cleaning out and moving utility and other lines;

d) LY Management Property knowingly and negligently failed to properly supervise the inherently and/or unreasonably dangerous work being done on its premises;

e) LY Management Property failed to have any policies and procedures in place to ensure that crews performing inherently and/or unreasonably dangerous work on its premises complied with all rules and regulations and standards of reasonable care.

80) As a direct and proximate result of the acts or omissions of defendant LY Management Property, by and through its agents, servants, and/or employers acting within the course and scope of their employment, Akil Maurice Drake suffered horrible injuries that resulted in excruciating fear and a horrific and painful death, resulting in the following losses, damages and injuries to himself and to his mother, Sharnette Crite-Evans, and to his sister, Treasha Danyiel Pritchard, respectively, including but not limited to:

- i. Loss of support from the reasonably expected earning capacity of Akil Maurice Drake;
- ii. Loss of services of the Akil Maurice Drake;
- iii. The experience of extreme sorrow, grief and mental anguish in the past that will continue into the future;
- iv. The loss of the Akil Maurice Drake's society, companionship, care, assistance, protection, advice, guidance, counsel, instruction, training and education, all to their individual harm and damage;
- v. The loss of a prospective inheritance from Akil Maurice Drake;
- vi. Medical expenses associated with the treatment the treatment of Akil Maurice Drake injuries from the time of this fatal explosion until his death;
- vii. Past and future extras described in detail above.
- viii. For funeral and burial expenses associated with Akil Maurice Drake' death;

- ix. For pain and suffering and pre-death fright experienced by Akil Maurice Drake from the time he first learned that the gas line had been cut until the time of his death;
- x. For all damages specified under Ohio Revised Code §2125.01 *et sequitur*, as amended, under the common law, or otherwise provided by law, which may be lawfully recovered in this action, included but not limited to loss of society, companionship, comfort, guidance, kindly offices and advice, services, protection, care and assistance, loss of income, and mental anguish; and
- xi. For any other relief, either general or special, including but not limited to reasonable attorney fees, court costs, litigation expenses, and interest (both prejudgment and post-judgment) as is warranted by the facts and law.

WHEREFORE, plaintiff respectfully prays that judgment be awarded against defendant LY Management Property either individually, or jointly and severally with any other defendant or defendants for these damages.

COUNT III-NEGLIGENCE
GREENHEART

81) Plaintiff incorporates by reference paragraphs 1-80 as if set forth at length.

82) At all relevant times defendant Greenheart was the general contractor, or the lead contractor hired to handle the removal and relocation of the utility lines—the water, gas, electrical, data and phone lines, sprinkler lines and furnace water tanks—on the subject Realty Tower project.

83) At all relevant times Greenheart was, by and through its agents, servants, workers and/or employees failed to exercise the in:

a. Staffing, managing, performing and overseeing the unreasonably dangerous work of removing and relocating utility lines, without enough staff or crew to ensure the safe execution of these tasks and / or using staff and crew members that were not properly trained, not properly permitted, not properly screened before hiring, not provided with the proper equipment, and / or not provided with appropriate and proper information regarding the nature of the natural gas facilities in the area where there work was being completed;

- b. Overseeing, executing, performing the unreasonably dangerous work of removing and relocating utility lines, without a crew supervisor;
- c. Performing the unreasonably dangerous work or removing and relocating utility lines, without recognizing that the subject pipes and/or service lines the were pressurized;
- d. Performing the unreasonably dangerous work or removing and relocating utility lines, and cutting those lines, not once or twice, but three times, without any inquiry, testing, investigation, consideration, discussion or thought about whether it was safe to do so;
- e. Undertaking to cut any of the utility lines at all, when doing so was both unreasonably dangerous and unnecessary, and not part of the project's dictates.

84) As a direct and proximate result of the acts or omissions of defendant Greenheart was, by and through its agents, servants, and/or employers acting within the course and scope of their employment, Akil Maurice Drake suffered horrible injuries that resulted in excruciating fear and a horrific and painful death, resulting in the following losses, damages and injuries to himself and to his mother, Sharnette Crite-Evans, and to his sister, Treasha Danyiel Pritchard, respectively, including but not limited to:

- i. Loss of support from the reasonably expected earning capacity of Akil Maurice Drake;
- ii. Loss of services of the Akil Maurice Drake;
- iii. The experience of extreme sorrow, grief and mental anguish in the past that will continue into the future;
- iv. The loss of the Akil Maurice Drake's society, companionship, care, assistance, protection, advice, guidance, counsel, instruction, training and education, all to their individual harm and damage;
- v. The loss of a prospective inheritance from Akil Maurice Drake;
- vi. Medical expenses associated with the treatment the treatment of Akil Maurice Drake injuries from the time of this fatal explosion until his death;
- vii. Past and future extras described in detail above.

- viii. For funeral and burial expenses associated with Akil Maurice Drake' death;
- ix. For pain and suffering and pre-death fright experienced by Akil Maurice Drake from the time he first learned that the gas line had been cut until the time of his death;
- x. For all damages specified under Ohio Revised Code §2125.01 *et sequitur*, as amended, under the common law, or otherwise provided by law, which may be lawfully recovered in this action, included but not limited to loss of society, companionship, comfort, guidance, kindly offices and advice, services, protection, care and assistance, loss of income, and mental anguish; and
- xi. For any other relief, either general or special, including but not limited to reasonable attorney fees, court costs, litigation expenses, and interest (both prejudgment and post-judgment) as is warranted by the facts and law.

WHEREFORE, plaintiff respectfully prays that judgment be awarded against defendant Greenheart either individually, or jointly and severally with any other defendant or defendants for these damages.

COUNT IV-NEGLIGENCE
ENBRIDGE ENTITIES

85) Plaintiff incorporates by reference all preceding paragraphs 1-84 as if set forth at length.

86) At all relevant times, defendants East Ohio Gas d/b/a Enbridge Gas Ohio, Enbridge Elephant, Enbridge Alternative Fuel, Enbridge Toledo, Genoa, Enbridge U.S., Enbridge Gas Distribution, were engaged in the preparation, management, distribution and sale of the natural gas being supplied to the subject Realty Tower project.

87) At all relevant times, the preparation, management, distribution and sale of the natural gas being supplied to the subject Realty Tower project was an unreasonably dangerous activity.

88) At all relevant times East Ohio Gas d/b/a Enbridge Gas Ohio, Enbridge Elephant, Enbridge Alternative Fuel, Enbridge Toledo, Genoa, Enbridge U.S., Enbridge Gas Distribution owed a nondelegable duty to use the utmost care to transmit and supply natural gas using reasonable care to ensure safety.

89) At all relevant times East Ohio Gas d/b/a Enbridge Gas Ohio, Enbridge Elephant, Enbridge Alternative Fuel, Enbridge Toledo, Genoa, Enbridge U.S., Enbridge Gas Distribution owed a nondelegable duty to warn, advise, instruct and communicate with the contractors working on the subject Realty Tower project, regarding information involving the pressurization of the lines, the appropriate manner and methods for cutting those lines if necessary, and to have a plan in place for managing any mistakes made in the handling of those lines.

90) At all relevant times East Ohio Gas d/b/a Enbridge Gas Ohio, Enbridge Elephant, Enbridge Alternative Fuel, Enbridge Toledo, Genoa, Enbridge U.S., and Enbridge Gas Distribution, owed a nondelegable duty to use the utmost care for providing natural gas safely, using safe connections and making proper inspections.

91) At all relevant times East Ohio Gas d/b/a Enbridge Gas Ohio, Enbridge Elephant, Enbridge Alternative Fuel, Enbridge Toledo, Genoa, Enbridge U.S., and Enbridge Gas Distribution, by and through their agents, servants, workers and/or employees were negligent in:

a. Failing to properly advise, warn, and communicate with the contractors working on the subject Realty Tower project to ensure the safe handling of the utility gas lines;

b. Failing to properly advise, warn, and communicate with the contractors working on the subject Realty Tower about the dangers of cutting gas lines before checking whether or not those lines were pressurized.

c. Failing to properly advise, warn, and communicate with the contractors working on the subject Realty Tower about the dangers of cutting gas lines before checking whether or not those lines were pressurized;

d. Failing to ensure certifications, or inquire about the experience and skill level of the contractors hired to perform the actual work on the subject Realty Tower project before signing off on it;

e. Failing to offer proper training or guidance to the contractors performing the utility relocation work on the subject Realty Tower project

f. Failing to depressurize or cut supply to the natural gas lines at the REatly Tower before work began.

92) As a direct and proximate result of the acts or omissions of the defendants East Ohio Gas d/b/a Enbridge Gas Ohio, Enbridge Elephant, Enbridge Alternative Fuel, Enbridge Toledo, Genoa, Enbridge U.S., and Enbridge Gas Distribution, by and through their agents, servants, and/or employers acting within the course and scope of their employment, Akil Maurice Drake suffered horrible injuries that resulted in excruciating fear and a horrific and painful death, resulting in the following losses, damages and injuries to himself and to his mother, Sharnette Crite-Evans, and to his sister, Treasha Danyiel Pritchard, respectively, including but not limited to:

- i. Loss of support from the reasonably expected earning capacity of Akil Maurice Drake;
- ii. Loss of services of the Akil Maurice Drake;
- iii. The experience of extreme sorrow, grief and mental anguish in the past that will continue into the future;
- iv. The loss of the Akil Maurice Drake's society, companionship, care, assistance, protection, advice, guidance, counsel, instruction, training and education, all to their individual harm and damage;
- v. The loss of a prospective inheritance from Akil Maurice Drake;
- vi. Medical expenses associated with the treatment the treatment of Akil Maurice Drake injuries from the time of this fatal explosion until his death;
- vii. Past and future extras described in detail above.

- viii. For funeral and burial expenses associated with Akil Maurice Drake' death;
- ix. For pain and suffering and pre-death fright experienced by Akil Maurice Drake from the time he first learned that the gas line had been cut until the time of his death;
- x. For all damages specified under Ohio Revised Code §2125.01 *et sequitur*, as amended, under the common law, or otherwise provided by law, which may be lawfully recovered in this action, included but not limited to loss of society, companionship, comfort, guidance, kindly offices and advice, services, protection, care and assistance, loss of income, and mental anguish; and
- xi. For any other relief, either general or special, including but not limited to reasonable attorney fees, court costs, litigation expenses, and interest (both prejudgment and post-judgment) as is warranted by the facts and law.

WHEREFORE, the Plaintiff respectfully prays that judgment be awarded against the respective Enbridge entities either individually or jointly and severally with any other defendant or defendants for these damages.

COUNT V-NEGLIGENCE
DOMINION ENTITIES

93) Plaintiff incorporates by reference all preceding paragraphs 1- 92 as if set forth at length.

94) At all relevant times defendants East Ohio Gas d/b/a Dominion Gas Ohio, Deo Alternative Fuel, Dominion Gas Distribution, Dominion Energy, and Dominion Questar were engaged in the preparation, management, distribution and sale of the natural gas being supplied to the subject Realty Tower project.

95) At all relevant times the preparation, management, distribution and sale of the natural gas supplied to the subject Realty Tower project was an unreasonably dangerous activity.

96) At all relevant times East Ohio Gas d/b/a Dominion Gas Ohio, Deo Alternative Fuel, Dominion Gas Distribution, Dominion Energy, and Dominion Questar owed a nondelegable duty to use the utmost care to transmit and supply natural gas using reasonable care to ensure safety.

97) At all relevant times East Ohio Gas d/b/a Dominion Gas Ohio, Deo Alternative Fuel, Dominion Gas Distribution, Dominion Energy, and Dominion Questar owed a nondelegable duty to warn, advise, instruct and communicate with the contractors working on the subject Realty Tower project, regarding information involving the pressurization of the lines, the appropriate manner and methods for cutting those lines if necessary, and to have a plan in place for managing any mistakes made in the handling of those lines.

98) At all relevant times East Ohio Gas d/b/a Dominion Gas Ohio, Deo Alternative Fuel, Dominion Gas Distribution, Dominion Energy, and Dominion Questar owed a nondelegable duty to exercise the utmost care for providing natural gas safely, using safe connections and making proper inspections.

99) At all relevant times East Ohio Gas d/b/a Dominion Gas Ohio, Deo Alternative Fuel, Dominion Gas Distribution, Dominion Energy, and Dominion Questar, by and through its agents, servants, workers and/or employees was negligent in:

- a. Failing to properly advise, warn, and communicate with individuals working on the subject Realty Tower project to ensure the safe handling of the utility gas lines;
- b. Failing to properly advise, warn, and communicate with individuals working on the subject Realty Tower about the dangers of cutting gas lines before checking whether or not those lines were pressurized.
- c. Failing to properly advise, warn, and communicate with individuals working on the subject Realty Tower about the dangers of cutting gas lines before checking whether or not those lines were pressurized;

- d. Failing to ensure certifications, or inquire about the experience and skill level of the individuals hired to perform the actual work on the subject Realty Tower project before signing off on it;
- e. Failing to offer proper training or guidance to the contractors performing the utility relocation work on the subject Realty Tower project.
- f. Failing to depressurize or cut supply to the natural gas lines at the REatly Tower before work began.

100) Failing. As a direct and proximate result of the acts or omissions of East Ohio Gas d/b/a Dominion Gas Ohio, Deo Alternative Fuel, Dominion Gas Distribution, Dominion Energy, and Dominion Questar, by and through its agents, servants, and/or employers acting within the course and scope of their employment, Akil Maurice Drake suffered horrible injuries that resulted in excruciating fear and a horrific and painful death, resulting in the following losses, damages and injuries to himself and to his mother, Sharnette Crite-Evans, and to his sister, Treasha Danyiel Pritchard, respectively, including but not limited to:

- i. Loss of support from the reasonably expected earning capacity of Akil Maurice Drake;
- ii. Loss of services of the Akil Maurice Drake;
- iii. The experience of extreme sorrow, grief and mental anguish in the past that will continue into the future;
- iv. The loss of the Akil Maurice Drake's society, companionship, care, assistance, protection, advice, guidance, counsel, instruction, training and education, all to their individual harm and damage;
- v. The loss of a prospective inheritance from Akil Maurice Drake;
- vi. Medical expenses associated with the treatment the treatment of Akil Maurice Drake injuries from the time of this fatal explosion until his death;
- vii. Past and future extras described in detail above.
- viii. For funeral and burial expenses associated with Akil Maurice Drake' death;

- ix. For pain and suffering and pre-death fright experienced by Akil Maurice Drake from the time he first learned that the gas line had been cut until the time of his death;
- x. For all damages specified under Ohio Revised Code §2125.01 *et sequitur*, as amended, under the common law, or otherwise provided by law, which may be lawfully recovered in this action, included but not limited to loss of society, companionship, comfort, guidance, kindly offices and advice, services, protection, care and assistance, loss of income, and mental anguish; and
- xi. For any other relief, either general or special, including but not limited to reasonable attorney fees, court costs, litigation expenses, and interest (both prejudgment and post-judgment) as is warranted by the facts and law.

WHEREFORE, the Plaintiff respectfully prays that judgment be awarded against the respective Dominion entities either individually or jointly and severally with any other defendant or defendants for these damages.

Respectfully Submitted:



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