

**IN THE COURT OF COMMON PLEAS
FOR ATHENS COUNTY, OHIO**

East State Street Development Co., LLC

1055 East State Street
Athens, Ohio 45701,

Plaintiff,

v.

City of Athens, Ohio Fire Department

8 East Washington Street
Athens, Ohio 45701,

and

Richland Area Fire Department

9255 Hooper Rd.
Athens, Ohio 45701,

and

Chauncey Volunteer Fire Department

40 Converse Street
Chauncey, Ohio 45719,

and

Waterloo Township Fire Department

8224 Hawk Road
New Marshfield, Ohio 45766,

and

The Plains Volunteer Fire Department

29 Connett Road,
The Plains, Ohio 45780

and

John Does 1-25,

Defendants.

Case No. _____

Judge _____

Jury Demand Endorsed Hereon

COMPLAINT

NOW COMES Plaintiff East State Street Development Co., LLC (“East State”), and for its complaint against Defendants the City of Athens, Ohio Fire Department (“Athens FD”), the Richland Area Fire Department, the Chauncey Volunteer Fire Department, the Waterloo Township Fire Department, the Plains Volunteer Fire Department (together, referred to herein as the “Volunteer FDs”), and John Does 1-25, in both their official and individual capacities (collectively, the “Defendants”), hereby states and avers as follows:

INTRODUCTION

1. East State is the owner of commercial real estate in Athens, Ohio located at 2005 East State Street (the “Property”). The Property is leased by QuidelOrtho, one of the largest employers in the City. East State and QuidelOrtho are large contributors to the otherwise struggling commercial taxbase of the City.

2. On September 30, 2023, and without permission or authority from East State, Defendants entered upon East State’s Property to conduct purported training exercises for local volunteer fire departments. This so-called training consisted of volunteer fire departments seeking to move water through fire trucks in the quickest time possible. Defendants connected to East State’s private water system to pull water for this exercise. During the exercise, Defendants’ reckless actions and inaction led to a “water hammer event” where pressurized water was forced back into East State’s building causing the internal water lines to burst and flood the Property. The flooding and related cleanup has cost East State Street hundreds of thousands of dollars.

3. Despite Defendants’ public and private acknowledgements that Defendants’ reckless and unauthorized actions led to the water hammer event and the resultant damage to East

State's Property, Defendants have refused to pay for the damages they have caused. Accordingly, East State was forced to bring this action.

PARTIES, JURISDICTION, AND VENUE

4. East State is an Ohio Limited Liability Company whose principal place of business is located in Athens County, Ohio.

5. Upon information and belief, the Athens FD is a municipal fire department located in the City of Athens, Ohio and organized under Chapter 737 of the Ohio Revised Code.

6. Upon information and belief, the Richland Area Fire Department is a volunteer fire department located in Athens County, Ohio and organized under Chapter 505 of the Ohio Revised Code.

7. Upon information and belief, the Chauncey Volunteer Fire Department is a volunteer fire department located in Athens County, Ohio and organized pursuant to Chapter 505 of the Ohio Revised Code.

8. Upon information and belief, the Waterloo Township Fire Department is a volunteer fire department located in Athens County, Ohio and organized pursuant to Chapter 505 of the Ohio Revised Code.

9. Upon information and belief, the Plains Volunteer Fire Department is a volunteer fire department located in Athens County, Ohio and organized pursuant to Chapter 505 of the Ohio Revised Code.

10. The John Doe Defendants are individual fire officials and volunteer fire department members who participated in the training exercises on September 30, 2023.

11. This Court has jurisdiction over Defendants pursuant to R.C. 2307.382 as Defendants caused tortious injury in this state.

12. Venue is proper in this Court pursuant to Ohio Civil Rule 3(B) because Defendants' actions giving rise to this action occurred in this county and the property at issue is located in this county.

FACTUAL BACKGROUND

13. East State is the owner of the Property located at 2005 East State Street, Athens, Ohio. The Property is improved with a commercial building and leased to QuidelOrtho.

14. QuidelOrtho has made substantial improvements to the Property.

Volunteer Firefighter Exercise

15. On September 30, 2023, Defendants held a series of training exercises for local volunteer firefighters at the Property.

16. Defendants did not seek or receive permission from East State to hold any training exercises on the Property, let alone exercises among volunteer fire departments that involved connecting to East State's private water system, piping, and lines.

17. During one particular training exercise, which was not required, legitimate, or necessary training, Defendants connected to East State's private water system.

18. During this training exercise, a "water hammer" or similar event occurred, which caused highly pressurized water to backflow in the Property's water lines causing them to burst and flood the Property.

19. But for this training exercise (which was conducted in a manner that was neither required, nor legitimate or necessary) and the reckless manner in which the Defendants shut off the water to the private hydrants and Defendants' failure to monitor the water pressure and operate Defendants' equipment safely during the same, water would not have been forced through the Property's water lines in such a way as to cause the lines to burst and flood the Property.

East State Incurs Hundreds of Thousands of Dollars in Damage to the Property

20. As soon as East State was alerted to the incident, East State, along with representatives of its tenant, Quidel Ortho, arrived at the Property to shut off the water. East State arranged for contractors to fix the water lines and clean, dry and repair the portions of the Property damaged by the flooding.

21. The cleanup and restoration efforts took several days, including night and weekend work, and resulted in more than \$700,000 in costs.

Defendants Admit Responsibility

22. As Defendants' conduct caused the damage, East State promptly requested that Defendants pay for the costs of repairs and the cleanup.

23. Despite acknowledging that their actions caused the damage to East State's Property, Defendants have refused to pay for the damages.

24. In a city council meeting on February 19, 2024, Safety-Service Director for the City of Athens, Ohio, Andy Stone, explained,

On September 30th, 2023, the Athens fire department was conducting training exercises with other local volunteer departments related to water movement. This included relay pumping, drop tank and drafting, and large stream applications * * * Toward the end of the exercises, a water hammer or similar event occurred, causing high pressure in the eight-inch line feeding the fire suppression system in the building. This caused a line rupture and water to flow in and throughout the building.

25. Despite these and other statements expressly acknowledging their liability, Defendants have refused to compensate East State for its losses.

COUNT I - TRESPASS

26. East State incorporates the preceding paragraphs as if fully restated herein.

27. Defendants recklessly or negligently entered onto the Property and conducted unauthorized activities at the Property.

28. East State is the owner of the Property.

29. Defendants did not have East State's consent to enter onto the Property, conduct training exercises at the Property, or to connect to East State's private water system for those training exercises.

30. As a result of Defendants' reckless and negligent acts on the Property, East State has suffered damage, including the cost of repairs and remediation to the Property, additional payments to employees, diversion of employees' work, cost of materials, and loss of the use of the Property.

31. Defendants' trespass has damaged East State in an amount to be proven at trial, but in an amount greater than \$25,000, plus fees, costs, and expenses.

COUNT II – NEGLIGENCE

32. East State incorporates the preceding paragraphs as if fully restated herein.

33. Defendants owed a reasonable duty of care to East State when using its Property and operating Defendants' vehicles and equipment on the Property.

34. Defendants acted negligently, grossly negligent and/or recklessly by conducting training exercises among volunteer fire departments on private property using a private water line, and by operating Defendants' vehicles and equipment in connection with certain training exercises in a negligent, grossly negligent, and/or reckless manner.

35. Defendants' negligence, gross negligence, and/or reckless conduct caused flooding and damage to the Property.

36. East State has been injured by Defendants' conduct in the form of the costs to repair and clean up the Property, additional payments to employees, diversion of employees' work, cost of materials, and loss of the use of the Property.

37. Defendants' actions were the direct and proximate cause of East State's injury.

COUNT III – RECKLESS DAMAGE TO PROPERTY

38. East State incorporates the preceding paragraphs as if fully restated herein.

39. Defendants owed a duty of care to East State when Defendants used the Property.

40. Defendants acted recklessly and/or committed willful or wanton misconduct when they hosted training exercises among volunteer firefighters on private property using a private water line, and when they operated their vehicles and equipment in connection with certain training exercises in a reckless, willful and wanton manner.

41. Defendants' recklessness and/or willful and wanton misconduct caused flooding to the building on the Property.

42. East State has been injured by Defendants' conduct in the form of the costs to repair and clean up the Property, additional payments to employees, diversion of employees' work, cost of materials, and loss of the use of the Property.

43. Defendants' actions were the direct and proximate cause of East State's injury.

PRAYER FOR RELIEF

Therefore, East State respectfully requests that this Court enter an award in its favor as follows:

- A. Damages in an amount to be proven at trial, but in excess of \$25,000;
- B. The cost of the suit, including costs and reasonable attorneys' fees;
- C. Pre-judgment and post-judgment interest;
- D. Punitive damages; and
- E. Such other and further relief as the Court deems just, equitable, and proper.

Respectfully submitted,

/s/ Kara M. Mundy

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Kara M. Mundy (0091146)

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JURY DEMAND

Plaintiff herein demands a trial by jury, in the maximum number provided by law, as to all issues and claims so triable.

/s/ Kara M. Mundy

Kara M. Mundy