

IN THE COMMON PLEAS COURT OF WOOD COUNTY, OHIO

**SABRINA BETZ, Individually And As  
Mother and Natural Guardian Of  
Ethyn Betz, A Minor Child**  
13561 Mermill Road  
Rudolph, Ohio 43462

Plaintiff.

vs.

**BOWLING GREEN AREA SCHOOL  
DISTRICT**  
140 South Grove Street  
Bowling Green, Ohio 43402

And

**JOHN DOES I – IV**  
Names and Addresses Currently Unknown  
Despite Due Diligence

Defendants

) Case No.:

) Judge

) **COMPLAINT AND FIRST SET OF  
INTERROGATORIES AND REQUEST FOR  
PRODUCTION OF DOCUMENTS WITH  
JURY DEMAND**

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Attorney for Plaintiff

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**FIRST CLAIM FOR RELIEF**

1. Defendant Bowling Green Area School District (hereinafter referred to as "Defendant School District"), runs a school district in the State of Ohio, and

operates Kenwood Elementary School at 710 Kenwood, Bowling Green, Wood County, Ohio.

2. On or about May 29, 2009 Plaintiff Sabrina Betz, an adult female and her son, Ethyn Betz, age 3, were invitees and/or guests on the premises of Kenwood Elementary School located in the City of Bowling Green, Wood County, Ohio.
3. On the above date at approximately 1:45 p.m., while school was in session, Plaintiff and her Minor Child, exited the school building and were standing near the school building, when the minor child was struck about his legs by a metal object propelled in his direction by Defendant John Doe I, operating a John Deere 1435 Series II lawnmower on school grounds.
4. On or about May 29, 2009, the Defendant John Doe I whose name and address is unknown and could not with reasonable diligence be ascertained by Plaintiff's counsel prior to filing this action, was an agent, servant, and/or employee of Defendant School District. Defendant John Doe I was at all such times, acting within the scope and course of his/her employment with one of the Defendants. Therefore, Defendant School District or John Doe's I, II, III and IV are vicariously liable to the Plaintiff under the Doctrine of Respondeat Superior.
5. On or about May 29, 2009, at the above premises located at 710 Kenwood, Bowling Green, Wood County, Ohio, Defendant John Doe I while acting within the scope and course of his/her employment did perform his or her job responsibilities recklessly and with willful and wanton disregard by failing to adequately inspect the school grounds prior to mowing; operating the mower during school hours and operating the mower in close proximity to school guests.
6. The Plaintiff states that Defendants' negligence includes, but is not limited to the following: failure to instruct and train employees on proper procedures when

mowing school grounds and for leaving a defective object near the entry way of premises.

7. As the direct and proximate result of the Defendants' negligence, recklessness and willful and wanton misconduct the Plaintiff's minor child was injured. The minor child's injuries include multiple lacerations on his lower right leg and right ankle, his left leg and a bruise on his chin. His injuries are permanent, and will result in a lifetime of scarring. He experienced much pain, suffering, and discomfort in the past and in all probability will continue to experience same in the future. He has sustained a severe diminution in his quality of life.
8. As a direct and proximate result of the Defendants' negligence, recklessness and willful and wanton misconduct, the Plaintiff has incurred medical bills in an amount to be determined and will continue to incur further such medical expenses in the future. Plaintiff's son will be unable to enjoy many of his daily activities in the future.

#### **SECOND CLAIM FOR RELIEF**

9. Plaintiff for her Second Claim For Relief adopts the allegations of the foregoing First Claim for Relief as though fully rewritten hereon.
10. Defendants are liable to Plaintiff as the injury was proximately caused by the negligent operation of a motor vehicle by John Doe I who was then engaged within the scope of his/her employment and authority with Defendant School District.

#### **THIRD CLAIM FOR RELIEF**

11. Plaintiff, for her Third Claim For Relief restates the foregoing paragraphs one through ten as if fully rewritten herein.
12. Defendant School District owned, operated and controlled the premises located at 710 Kenwood, Bowling Green, Wood County, Ohio.

13. At the aforesaid time and place, Defendant School District breached its obligation to exercise ordinary care to keep the premises reasonably safe for invitees and further failed in its duty not to unreasonably expose Plaintiff and her minor child to danger and to prevent, remove, or warn against hazards on said property.
14. At the aforesaid time and place, the Defendant School District failed to exercise ordinary care for the Plaintiff and her minor child's safety in that it, among other things, failed to keep the premises in a reasonably safe condition, and failed to use ordinary care to provide notice of concealed dangers of which the Defendants had knowledge, or which by using ordinary care, the Defendants should have discovered; and at such time and place Defendant School District failed to do everything reasonably necessary to protect the safety and welfare of invitees or guests on the aforesaid premises; and these Defendants occupied and/or maintained premises that were not safe.
15. The Defendants' acts and/or failure to act constituted a nuisance.
16. As a direct and proximate result of the negligence of these Defendants and the nuisance which existed, the Plaintiff's minor child was injured, incurred medical expenses, and a diminution of his quality of life as set forth in the previous paragraphs.

#### **FOURTH CLAIM FOR RELIEF**

17. Plaintiff, for her Fourth Claim for Relief restates the foregoing paragraphs one through sixteen as if fully rewritten herein.
18. Defendant School District is liable to Plaintiff because the injury was proximately caused by the negligence of John Doe I, or some other School District employee, and which occurred within or on the grounds of, and due to physical defects within or on the grounds of the school building.

**FIFTH CLAIM FOR RELIEF**

19. Plaintiff for her Fifth Claim for Relief, restates the foregoing paragraphs one through eighteen as if fully rewritten herein.
20. John Doe's II – IV are persons, firms, organizations or some other entity whose names and addresses are currently unknown to Plaintiff despite due diligence and may be necessary parties under Ohio Civil Rules 19 and/ or 19.1.

**WHEREFORE**, the Plaintiff demands judgment against the Defendants, School District, John Doe I – IV jointly and severally, or in the alternative, in an amount in excess of \$25,000.00 for compensatory damages in each claim for relief, or other damages to which Plaintiff may be entitled, including costs and interest herein, pre-judgment interest, if appropriate, and for such other and further relief as may be necessary and proper.

Respectfully submitted,

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Michael A. Bruno  
Attorney for Plaintiff

**JURY DEMAND**

Now comes the plaintiff by and through counsel and hereby demands a jury trial on all issues triable by right herein.

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Michael A. Bruno  
Attorney for Plaintiff

**PRAECIPE**

TO THE CLERK:

Please serve summons and complaint upon Defendant Bowling Green Area School District by certified mail, return receipt requested at the address listed on the caption.

Please serve defendants John Doe I through IV personally with summons (indicating 'name unknown") and complaint.

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Michael A. Bruno  
Attorney for Plaintiff

**TO THE DEFENDANT BOWLING GREEN AREA SCHOOL DISTRICT :**

The following Interrogatories and Requests for Production of Documents are submitted herewith to you to be answered in writing within 28 days after the date of service thereof upon you.

**INSTRUCTIONS FOR RESPONDING**

1. All information is to be divulged which is in your possession or control or within the possession and control of your attorneys, investigators, agents, employees or other representatives of you or your insurance company.
2. Where the word "incident" is used, it refers to the incident which is the basis of this lawsuit unless otherwise specified.
3. Where an interrogatory calls for an answer in more than one part, each part should be separated in the answer so that the answer is clearly understandable.
4. "Medical Practitioner" as used herein includes any medial doctor, osteopathic physician, chiropractor or any other person who performs a type of healing art.
5. You are reminded that all answers must be made separately and fully and that an incomplete or evasive answer is a failure to answer.
6. You are under a continuing duty to reasonably supplement your response with respect to any question directly addressed to the identity and location of persons having knowledge of discoverable matters, the identity of any person expected to be called as an expert witness at trial, and the subject matter on which he or she is expected to testify, and to correct any response which you know or later learn is incorrect.

**REQUEST FOR PRODUCTION NO:**

1. Copies of any/all documents, statements of Plaintiff and/or witnesses obtained by the defendant or any of its agents concerning the subject matter of this complaint.

**REQUEST FOR PRODUCTION NO:**

2. A list of names, addresses, and phone numbers of any witnesses that may have seen the incident which is the subject matter of this complaint.

**REQUEST FOR PRODUCTION NO:**

3. A copy of any and all reports, notes, and/or memoranda that any expert witness may have produced or authored.

**REQUEST FOR PRODUCTION NO.:**

4. A duplicate of any/all photographs depicting the John Deere 1435 II lawnmower.

**REQUEST FOR PRODUCTION NO:**

5. A copy of any and all incident reports, notes, photographs and/or memoranda regarding the incident that occurred on May 29, 2009.

**REQUEST FOR PRODUCTION NO:**

6. A copy of the maintenance records of the John Deere 1435 Series II lawnmower from May 29, 2008 to present.

**REQUEST FOR PRODUCTION NO:**

7. A copy of the schedule for lawn maintenance and lawn mowing for the entire district for May 2009 and June 2009.

**INTERROGATORY NO:**

1. Please state the identity and location of each person other than your attorney who has knowledge of discoverable matters concerning the incident at Kenwood Elementary on May 29, 2009.

**Answer:**

**INTERROGATORY NO:**

2. Please state the identity and location of each person involved in lawn mowing at Kenwood Elementary School on May 29, 2009.

**Answer:**

**INTERROGATORY NO:**

3. Please completely identify each person the defendant expects to call as a witness or expert witness at trial, and state for each such person: the name, address and occupation, the subject matter the person is expected to testify about, the substance of all facts and opinions to which the person is expected to testify, a summary of the grounds for each such opinion, experiences in the area of similar or comparable products and a list of books, treatises, articles and other works which the person regards as authoritative on the subject on which he/she is expected to testify.

**Answer:**

**INTERROGATORY NO:**

4. Please completely identify by name and address any person, firm, business or entity which handled maintenance of the John Deere 1435 Series II lawn mower (the one used at Kenwood Elementary School on May 29, 2009) in the 12 months prior to May 29, 2009.

**Answer:**

**INTERROGATORY NO:**

4. Please completely disclose any and all claims or lawsuits filed against Defendant School District in the 36 months prior to May 29, 2009.

**Answer:**

Respectfully submitted,

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Michael A. Bruno  
Attorney for Plaintiff