

FILED
HENRY COUNTY
COMMON PLEAS COURT

2018 DEC 18 A 9:09

CONNIE L. WHITKEY
CLERK OF COURTS

IN THE COMMON PLEAS COURT OF HENRY COUNTY, OHIO

EMILY BELCHER, Administrator of the
Estate of Jeffrey A. Keehn, Deceased
825 Lynne Avenue
Napoleon, Ohio 43545

v.

HOGREFE AUTO PARTS, LLC
c/o Theodore R. Hogrefe
657 E. Riverview Avenue
Napoleon, Ohio 43545

and

GARY L. HOGREFE
690 E. Riverview Avenue
Napoleon, Ohio 43535

and

DONALD L. REYNOLDS
869 Coon Hollow Drive
Napoleon, Ohio 43545

Defendants.

) Case No.: 18CV0161

) Judge John S. Collier

) **COMPLAINT WITH JURY DEMAND**

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) *Attorneys for Plaintiffs*

Plaintiff Emily Belcher, Administrator of the Estate of Jeffrey A. Keehn, deceased, hereby brings this wrongful death and survival action seeking compensatory and punitive damages against Defendants Hogrefe Auto Parts, LLC, Gary L. Hogrefe, and Donald L. Reynolds. In support of her Complaint, Plaintiff states as follows:

NATURE OF THE CASE

1. This is a wrongful death and survival action based upon the tragic but avoidable death of Jeffrey A. Keehn, a 41-year-old man whose life was horrifically ended when he was engulfed in an explosion and fire that were the direct and proximate result of negligence by Defendants Hogrefe Auto Parts, LLC, Gary L. Hogrefe, and/or Donald L. Reynolds.

PARTIES

2. Plaintiff Emily Belcher is Jeffrey A. Keehn's daughter and has been appointed by the Henry County Probate Court as the Administrator of his Estate.
3. Hogrefe Auto Parts, LLC is an Ohio limited liability company with its principal place of business in Napoleon, Henry County, Ohio.
4. Gary L. Hogrefe is an individual and a resident of Napoleon, Henry County, Ohio, and upon information and belief he was at all relevant times the owner and/or operator of Hogrefe Auto Parts, LLC.
5. Donald L. Reynolds is an individual and a resident of Napoleon, Henry County, Ohio, and upon information and belief he was at all relevant times the manager of Hogrefe Auto Parts, LLC.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to R.C. 2305.01.
7. Venue is proper in this Court pursuant to Civil Rule 3(C)(1) 3(C)(2), 3(C)(3), and 3(C)(6) as this is the county in which Defendants reside or have their principal place of business, the county in which Defendant conducted the activity that gave rise to the claim for relief, and the county in which all or part of the claim for relief arose.

8. Pursuant to Civil Rule 8(A), Plaintiff states that this Complaint seeks recovery in excess of Twenty-Five Thousand Dollars (\$25,000.00).

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

9. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.
10. Hogrefe Auto Parts, LLC is an automobile parts shop and junk yard located at 690 E. Riverview Avenue in Napoleon, Henry County, Ohio.
11. At all relevant times, Gary L. Hogrefe was the titled owner of the property located at 690 E. Riverview Avenue in Napoleon, on which premises he operated his company Hogrefe Auto Parts, LLC.
12. On November 9, 2017, Jeffrey A. Keehn was an independent contractor who, with the permission of and/or at the instruction of Defendant Gary L. Hogrefe and/or Defendant Donald L. Reynolds, was using an acetylene torch (or other fueled torch) to cut a catalytic converter off a pickup truck so that it could be recycled.
13. At all relevant times, Jeffrey A. Keehn was a business invitee on the premises of Gary L. Hogrefe, Donald L. Reynolds, and Hogrefe Auto Parts, LLC who had been invited onto the property to perform services that were beneficial to Hogrefe Auto Parts, LLC, Mr. Hogrefe, and Mr. Reynolds.
14. The vehicle on which Mr. Keehn was working on November 9, 2017 had its entire driver's side lifted with a skid steer so that Mr. Keehn could access the underside of the pickup truck.

15. Upon information and belief, the vehicle on which Mr. Keehn was working on November 9, 2017 still had a fuel tank attached and had not been drained of fuel prior to Mr. Keehn being given permission and/or instructed to cut parts off of it with the torch.
16. When Mr. Keehn was underneath the vehicle using the torch to cut, gasoline leaked from the vehicle and gasoline vapors began building up in a small area.
17. While Mr. Keehn was under the vehicle using the torch, sparks emitted from beneath the middle of the vehicle. The gasoline vapors ignited into a large, loud explosion. A ball of fire engulfed Jeffrey, several nearby vehicles, equipment, and nearby pine trees in flames and created heavy smoke.
18. A witness who was not affiliated with Hogrefe Auto Parts, LLC observed the sparks and explosion, knowing someone was underneath the vehicle where the fire started. He exited his vehicle with a fire extinguisher in an attempt to render aid, but the flames were too intense.
19. Engulfed in intense flames, burning, with smoke filling his lungs, Jeffrey made a desperate attempt to crawl out from under the vehicle, trying to escape the fire. He only made it ten to twelve feet before he collapsed on the side of a hill face down and died.
20. When the fire department managed to put out the fire, Jeffrey A. Keehn's body was located on a hill behind the skid steer that had been holding up the pickup truck he worked on. His body was burned beyond recognition.
21. Mr. Keehn's cause of death was thermal body burns and smoke and soot inhalation due to an explosion. His body was almost one hundred percent covered in charring thermal burns, with his facial features burned and charred beyond recognition.

FIRST CAUSE OF ACTION
(Negligence – Hogrefe Auto Parts, LLC)

22. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.
23. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to exercise ordinary care for Mr. Keehn's safety, to maintain its business premises in reasonably safe condition, to prevent explosions and fires that could cause injury and death, and to warn Mr. Keehn of latent or hidden dangers on the business premises such as those posed by the remaining fuel in the pickup's fuel tank.
24. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to ensure its employees and/or agents were properly trained in how to prepare a vehicle prior to someone using a torch to cut parts off of it.
25. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to ensure that the gas tank had been removed from the vehicle he worked on and/or to ensure that the vehicle had been drained of fuel prior to allowing him and/or instructing him to use a torch to cut parts of that automobile.
26. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to ensure that gasoline and other compressed gases on its property were stored and handled safely in a manner that they would not cause fires or injury, including but not limited to as set forth at 29 C.F.R. § 1910.101(b).
27. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to take precautions to prevent fires in welding or cutting work, including but not limited to as set forth at 29 C.F.R. § 1910.252(a)(1).

28. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to ensure that suitable fire extinguishing equipment was maintained in a state of readiness in case of fire, including but not limited to as set forth at 29 C.F.R. § 1910.252(a)(2)(ii).
29. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to ensure that fire watchers were present when he performed welding or cutting in a location where anything other than a minor fire might develop, and where there was combustible material inches from the point of cutting, including but not limited to as set forth at 29 C.F.R. § 1910.252(a)(2)(iii)(A).
30. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to inspect the area to be cut prior to permitting Jeffrey to cut parts off the vehicle, and to designate precautions to follow, including but not limited to as set forth at 29 C.F.R. § 1910.252(a)(2)(iv).
31. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to see that he was suitably trained in safe operation of his equipment and the safe process for cutting parts from the vehicle, including but not limited to as set forth at 29 C.F.R. § 1910.252(a)(2)(xiii)(C).
32. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to provide, and ensure that he was using, suitable eye protection during the cutting work he did at Hogrefe Auto Parts, LLC, including but not limited to as set forth at 29 C.F.R. § 1910.252(b)(2)(i)(B).
33. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to ensure that he was protected by personal protective equipment and appropriate protective clothing for the cutting work he was doing, including but not limited to as set forth at 29 C.F.R. § 1910.252(b)(3).
34. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to develop, implement, and maintain a written hazard communication program, including but not limited to as set forth at 29 C.F.R. § 1910.1200(e)(1).

35. Hogrefe Auto Parts, LLC owed a duty to Jeffrey A. Keehn to provide effective information and training on hazardous chemicals and/or materials in his work area, including but not limited to as set forth at 29 C.F.R. § 1910.1200(h)(1).
36. Hogrefe Auto Parts, LLC failed to exercise reasonable care and breached its duties to Jeffrey A. Keehn including by failing to warn Mr. Keehn of latent or hidden dangers involving the vehicle he worked on that Hogrefe Auto Parts, LLC knew or reasonably should have known of, failing to properly train its employees or agents, failing to maintain the business premises in reasonably safe condition, failing to inspect the vehicle and area for fire hazards, failing to remove the gas tank from the pickup truck, failing to ensure the gas tank was drained of fuel, failing to ensure that compressed gases were stored and/or handled correctly, failing to take effective and appropriate fire precautions, failing to provide appropriate fire extinguishing devices, failing to provide a fire watcher, failing to provide protective equipment including eye protection and protective clothing, failing to ensure he was trained in safe equipment operation, failing to maintain a written hazard communication program, and/or failing to provide effective information and training on hazardous materials in Jeffrey A. Keehn's work area.
37. As a direct and proximate result of the negligence of Defendant Hogrefe Auto Parts, LLC, an explosion and fire occurred on its premises, engulfing Jeffrey A. Keehn and causing him to suffer smoke and soot inhalation along with charring burns on almost one-hundred percent of his body, rendering him unrecognizable, causing catastrophic conscious pain, suffering, and fear of imminent death, and ultimately causing his death after he tried in vain to escape the inferno.

SECOND CAUSE OF ACTION
(Negligence – Gary L. Hogrefe)

38. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.
39. Defendant Gary L. Hogrefe was the property owner of the premises located at 690 E. Riverview Avenue, Napoleon, Henry County, Ohio where the explosion and fire described above took the life of Jeffrey A. Keehn.
40. Defendant Gary L. Hogrefe owed a duty to Jeffrey A. Keehn to exercise ordinary care for Mr. Keehn's safety, to maintain his premises in reasonably safe condition, to prevent explosions and fires that could cause injury and death, and to warn Mr. Keehn of latent or hidden dangers on the premises such as those posed by the remaining fuel in the pickup's fuel tank.
41. Defendant Gary L. Hogrefe breached his duties to Jeffrey A. Keehn, including but not limited to by failing to maintain the premises in reasonably safe condition, failing to remove the gas tank from the pickup truck on his premises, failing to ensure the gas tank was drained of fuel, failing to ensure that compressed gases were stored and/or handled correctly on his premises, failing to take effective and appropriate fire precautions on his premises, and failing to warn Mr. Keehn of latent or hidden dangers on the premises that Gary L. Hogrefe knew or reasonably should have known of.
42. As a direct and proximate result of the negligence of Defendant Gary L. Hogrefe, an explosion and fire occurred, engulfing Jeffrey A. Keehn and causing him to suffer smoke and soot inhalation along with charring burns on almost one-hundred percent of his body, rendering him unrecognizable, causing catastrophic conscious pain, suffering, and fear of imminent death, and ultimately causing his death after he tried in vain to escape the inferno.

THIRD CAUSE OF ACTION
(Negligence – Defendant Donald L. Reynolds)

43. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.
44. Defendant Donald L. Reynolds was at all relevant times the manager of Hogrefe Auto Parts, LLC.
45. Defendant Donald L. Reynolds owed a duty to Jeffrey A. Keehn to ensure that the gas tank on the pickup truck he instructed or allowed Mr. Keehn to remove a catalytic converter from had been removed or drained of fuel and to take effective and appropriate fire precautions.
46. Defendant Donald L. Reynolds breached his duties to Jeffrey A. Keehn, including but not limited to by failing ensure that the gas tank was removed from the pickup truck, failing to ensure the gas tank was drained of fuel, and failing to take effective and appropriate fire precautions for the task he had Mr. Keehn perform.
47. As a direct and proximate result of the negligence of Defendant Donald L. Reynolds, an explosion and fire occurred, engulfing Jeffrey A. Keehn and causing him to suffer smoke and soot inhalation along with charring burns on almost one-hundred percent of his body, rendering him unrecognizable, causing catastrophic conscious pain, suffering, and fear of imminent death, and ultimately causing his death after he tried in vain to escape the inferno.

FOURTH CAUSE OF ACTION
(Respondeat Superior – Hogrefe Auto Parts, LLC)

48. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.

49. At all relevant times herein, Defendants Gary L. Hogrefe and Donald L. Reynolds were acting in the course and scope of their employment with Defendant Hogrefe Auto Parts, LLC.

50. Under the doctrines of respondeat superior, principal agency and/or agency by estoppel, Defendant Hogrefe Auto Parts, LLC is liable for the negligent acts of its employees and/or agents, including but not limited to the negligent acts of the other Defendants set forth herein.

FIFTH CAUSE OF ACTION
(Wrongful Death – All Defendants)

51. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.

52. Defendants Hogrefe Auto Parts, LLC, Gary L. Hogrefe, and Donald L. Reynolds, jointly and severally, failed to adhere to and deviated from the requisite standards of care set forth in the preceding causes of action.

53. Such failures and deviations directly caused and/or contributed to cause Jeffrey A. Keehn to be put in peril and ultimately die.

54. As a direct and proximate result of the above failures and deviations, Jeffrey's next of kin sustained pecuniary loss including, but not limited to, medical, funeral, burial, internment, and estate expenses.

55. As a direct and proximate result of Defendants' joint and several negligence, Jeffrey's next of kin sustained injuries and damages related to the loss of Jeffrey's services and society.

SIXTH CAUSE OF ACTION
(Survival Action – All Defendants)

56. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.
57. Defendants Hogrefe Auto Parts, LLC, Gary L. Hogrefe, and Donald L. Reynolds, jointly and severally, failed to adhere to and deviated from the requisite standards of care set forth in the preceding causes of action.
58. Such failures and deviations directly and proximately caused and/or contributed to cause Jeffrey A. Keehn significant pain and suffering and fear of imminent death as a result of being engulfed in an explosion and large fire that caused smoke and soot inhalation along with charring burns on almost one-hundred percent of his body, rendering him unrecognizable after he tried in vain to crawl away from the blaze.

SEVENTH CAUSE OF ACTION
(Punitive Damages – All Defendants)

59. Plaintiff incorporates by reference each preceding and succeeding paragraph as though fully rewritten herein.
60. The acts and/or omissions of Defendant Hogrefe Auto Parts, LLC, Gary L. Hogrefe, and Donald L. Reynolds described herein constitute malice as that term is used in R.C. 2315.21 and interpreted by the courts of the State of Ohio. In particular, the acts and/or omissions of the Defendants set forth above demonstrate actual malice by way of a conscious disregard for the rights and safety of Jeffrey A. Keehn that had a great probability of causing substantial harm to him, and did in fact cause that substantial harm to him, including his death.

61. Plaintiff is entitled to and demands punitive damages with respect to the survival claim, in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiff seeks judgment against Defendants Hogrefe Auto Parts, LLC, Gary L. Hogrefe, and Donald L. Reynolds, jointly and severally, as follows:

- a. For an award of damages in an amount to be determined at trial, exceeding the sum of \$25,000.00;
- b. Reasonable attorneys' fees and costs;
- c. Prejudgment interest;
- d. Punitive damages; and
- e. Such further and other relief as the Court deems just, equitable, and proper.

Respectfully submitted,



Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiff

JURY DEMAND

Plaintiff hereby demands a jury trial as to all issues contained herein.



Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiff

PRAECIPE

TO THE CLERK:

Please serve summons and complaint upon Defendants Hogrefe Auto Parts, LLC, Gary L. Hogrefe, and Donald L. Reynolds by certified mail, return receipt requested, at their respective addresses listed on the caption.



Charles E. Boyk
Kathleen R. Harris
Attorneys for Plaintiff