

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, OHIO
CIVIL DIVISION**

SUSAN LYNNE BLACK : **CASE NO:**
c/o 41 E. Main St. :
Enon, OH 45323 :

and :

MICHAEL LYNN BLACK :
c/o 41 E. Main St. :
Enon, OH 45323 : **COMPLAINT WITH JURY**
and : **DEMAND ENDORSED**
: **HEREON**

TRAILS END EQUESTRIAN :
CENTER, LLC. :
7275 Hemple Rd. :
Dayton, OH 45418 :

Plaintiffs

-vs-

DONALD BEWS
431 Ferndale Dr. S.
Barrie, Ontario, L4N 0M1

and

WARREN GIBSON Ltd.
c/o John Doe, statutory Agent
206 Church St. S.
Alliston, Ontario, L9R 1T9

And

**ANY JANE OR JOHN DOE(S),
ANY XYZ CORPORATIONS OR
OTHER ENTITIES THAT CONTRIBUTED
TO PLAINTIFFS' HARM**

Defendants



NOW COMES Susan Lynne Black, Michael Lynn Black and Trails End Equestrian Center, a limited liability company and for their cause of action states as follows:

GENERAL ALLEGATIONS

1. Plaintiff Susan Black, was as all times relevant hereto as alleged below a citizen and resident of Dayton, Ohio, County of Montgomery.
2. Plaintiff Michael Black, was at all times relevant hereto as alleged below a citizen and resident of Dayton, Ohio, County of Montgomery
3. Plaintiff Trails End Equestrian Center, was at all times relevant hereto as alleged below a Limited Liability Company duly registered with the Ohio Secretary of State and whose listed place of Business in the City of Dayton, County of Montgomery.
4. The causes of action alleged herein occurred in Ottawa, Canada.
5. The amount in controversy in this case exceeds Twenty-Five Thousand (25,000.00) Dollars or is otherwise within the jurisdiction of this Court.
6. That upon information and belief, at all times pertinent hereto, Defendant Donald Bews, was a duly appointed agent of Defendant Warren Gibson, Ltd and was acting within the scope of his duties.
7. Defendant Warren Gibson Ltd is a Canadian Corporation or business entity that regularly and systematically conducts business activity in the State of Ohio and in the County of Montgomery. See Exhibit 1.

FACTS

8. Plaintiffs incorporate by reference the allegations set forth in paragraphs 1 through 7.
9. On or about December 7, 2009, Plaintiff Susan Black was the operator of a motor vehicle stopped in traffic in a northbound direction on Huron Church Road in the city of Windsor, country of Canada and in the county of Essex, when Defendant Donald Bews, operating a tractor trailer traveling in the same direction on Huron Church Road negligently failed to maintain an assured clear distance, thereby colliding with Plaintiff's vehicle. A copy of the police report is attached as Exhibit 2.
10. At the time of the incident, Plaintiff Susan Black was transporting a champion horse named Obsidian and other property owned by Trails End Equestrian Center, LLC.
11. The horse, Obsidian is an Olympic caliber horse that was permanently injured in the accident. Obsidian suffered a fracture to the coffin bone and as a direct result of this accident and will never be able to compete again. There is no treatment that can restore Obsidian to competitive form. See Exhibits 3-7.
12. Obsidian was a proven champion at the Grand Prix level, which is the premier level of competition recognized by the United States Dressage Federation (USDF). The sport of dressage is a highly specialized discipline requiring years of training and competing to advance through the levels established by the USDF. See Exhibit 8-10.
13. Plaintiffs Susan Black and Michael Black are wife and husband respectively

14. Plaintiffs Susan Black and Michael Black are the principle owners of Trails End Equestrian Center, LLC
15. As a result of the incident Plaintiff Susan Black incurred medical bills and pain and suffering in excess of \$25,000.00. A partial list of Plaintiff's medical bills is attached as Exhibits 11-17.
16. As a result of the incident, Plaintiff Trails End Equestrian Center incurred damages due to the career ending injury to its horse, Obsidian as well as lost revenues and income do to the loss of its principle marketing tool, the horse, Obsidian.
17. Obsidian was the primary marketing agent for Ms. Black's business, Trails End Equestrian Center. Ms. Black's and Obsidian's successes in the show ring directly influenced potential clients to board and train their animals at her facility. Since Ms. Black has been unable to compete with Obsidian during the 2010 -2011 show seasons, her business has taken a marked loss in revenue. See Exhibit 18.

FIRST CAUSE OF ACTION
NEGLIGENCE

18. Plaintiffs incorporate by reference paragraphs 1-17 as though fully set forth herein.
19. As a commercially licensed operator of motor vehicles, Defendant Donald Bews owed Plaintiff(s) a duty to exercise reasonable care in the operation of his motor vehicle
20. On or about December 24, 2009, Defendant Donald Bews breached that duty when he negligently operated a motor vehicle and thereby directly and proximately caused injuries and damages to the Plaintiff(s).

21. Defendant Donald Bews actions were done with actual malice in a willful, wanton, and reckless manner evidencing a conscious disregard for the rights and safety of other persons and having a great possibility of causing substantial harm.
22. As the proximate result of the negligence of Defendant(s), Plaintiff Sue Black sustained injuries and damages as follows
- a. Severe and permanent injuries;
 - b. Great pain and suffering, both physical and emotional, and loss of ability to perform usual functions and the injuries will cause further pain and suffering and loss of ability to perform usual functions in the future;
 - c. Reasonable and necessary medical expenses in an amount in excess of \$10,000, as well as further medical expenses to be incurred in the future.
23. As a direct and proximate result of the aforementioned breaches, Plaintiff sustained the damages described herein

SECOND CAUSE OF ACTION
NEGLIGENT ENTRUSTMENT

24. Plaintiffs incorporate by reference paragraphs 1-23 as though fully set forth herein.
25. At all times, Defendant Warren Gibson Ltd., negligently entrusted the vehicle to Defendant Donald Bews, an inexperienced and incompetent driver who was acting on its behalf as principal agent and therefore is liable vicariously
26. As a direct and Proximate result of the aforementioned breaches, Plaintiffs suffered injuries and sustained the damages described herein

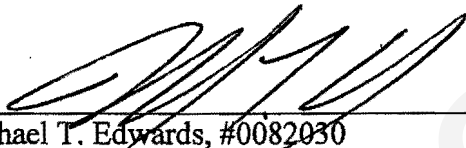
THIRD CAUSE OF ACTION
LOSS OF CONSORTIUM

27. Plaintiffs incorporate paragraphs 1-26 as though fully set forth herein.
28. As a direct and proximate result of Defendants' negligent acts and omissions, Plaintiff Michael Black, by and through Plaintiff Susan Black, has suffered emotional and psychological damages as well as the loss of support, services society, companionship, assistance, attention, advice, guidance, counsel, care and love of his spouse and will continue to suffer damages and losses in the future

DAMAGES

29. Plaintiffs incorporate paragraphs 1-28 as though fully set forth herein
30. That as a direct, foreseeable and proximate result of the breaches of all duties by Defendants, Plaintiff Trails End Equestrian Center, LLC has sustained damages to the commercial and sentimental value of its horse Obsidian in excess of 350,000.00
31. That as a direct, foreseeable and proximate result of the breaches of all duties by Defendants, Plaintiff Trails End Equestrian Center has lost business revenues and income in excess of \$100,000.00
32. That as a direct, foreseeable and proximate result of the breaches of all duties and covenants aforesaid or any of them by Defendants, Plaintiff Michael Black has sustained damages in excess of \$25,000.00
33. That as a direct, foreseeable and immediate result of the Defendant Donald Bew's reckless and wanton conduct, Susan Black suffered damages in excess of \$25,000.00

WHEREFORE, Plaintiffs pray for judgment against Defendants in an amount in excess of \$500,000.00 and the costs of this action, together with reasonable attorney fees and any expert witness fees.



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JURY DEMAND

Plaintiffs, by and through counsel, hereby demand that the issues be tried before a jury of eight (8). This demand is made pursuant to Rule 38(B) of the Ohio Rules of Civil Procedure.