

**IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO**

**MARTIN J. BROWN**  
16153 London Road  
Orient, Ohio 43146-9516

and

**REBECCA BROWN**  
16153 London Road  
Orient, Ohio 43146-9516

Plaintiffs,

-vs-

**MOUNT CARMEL GROVE CITY**  
5300 N. Meadows Drive  
Grove City, Ohio 43123

and

**MOUNT CARMEL HEALTH SYSTEM**  
c/o CT Corporation System, Statutory Agent  
4400 Easton Commons Way, Suite 125  
Columbus, Ohio 43219

and

**TRINITY HEALTH CORPORATION**  
c/o CT Corporation System, Statutory Agent  
4400 Easton Way, Suite 125  
Columbus, Ohio 43219

and

**JOHN DOE CORPORATIONS 1 – 10**  
Names and Addresses Unknown

and

**JOHN DOE CONTRACTORS 1 - 10**  
Names and Addresses Unknown

and

**CASE NO.** \_\_\_\_\_

**JUDGE** \_\_\_\_\_

**JURY DEMAND  
ENDORSED HEREON**

**JOHN DOE MANUFACTURERS 1 – 10**

Names and Addresses Unknown

and

**JOHN DOE EMPLOYEES 1 - 10**

Names and Addresses Unknown

and

**JOHN DOE 1 – 10**

Names and Addresses Unknown

Defendants.

**COMPLAINT**  
**(Jury Demand Endorsed Hereon)**

Now comes Plaintiffs Martin Brown and Rebecca Brown and for their causes of action state as follows:

1. At all times relevant herein, Plaintiffs Martin Brown and Rebecca Brown were residents of Orient, Ohio, a village in Pickaway County, Ohio.
2. At all times relevant herein, Rebecca Brown is, and was, the spouse of Plaintiff Martin Brown.
3. At all times relevant herein, Defendant Mount Carmel Grove City was a registered trade name for Mount Carmel Health System, a not-for-profit corporation incorporated under the laws of the State of Ohio, which employed physicians, nurses, administrators and other care for and treat individuals including Plaintiff Martin Brown.
4. At all times relevant herein, Defendant Mount Carmel Health System was a not-for-profit corporation, incorporated under the laws of the State of Ohio, which employed physicians, nurses, administrators and other personnel to care for and treat patients, including Plaintiff Martin Brown.

5. At all times relevant herein, Defendant Trinity Health Corporation was a foreign corporation, incorporated under the laws of the State of Indiana, which employed physicians, nurses, administrators and other personnel to care for and treat patients, including Plaintiff Martin Brown.

6. Defendants Mount Carmel Health System and Mount Carmel Grove City are owned by or affiliated with Defendant Trinity Health Corporation and, for the purpose of this complaint, these Defendants will hereinafter be collectively referred to as Mount Carmel Grove City.

7. Defendants Mount Carmel Grove City, Mount Carmel Health System and/or Trinity Health Corporation were responsible for the hiring and contracting with John Doe Corporations 1-10, John Doe Contractors 1-10, John Doe Manufacturers 1-10 and/or John Doe 1-10 for the installation, maintenance and testing of the water systems in the newly constructed Mount Carmel Grove City hospital.

8. Defendants John Doe Corporations 1-10, John Doe Contractors 1-10, John Doe Manufacturers 1-10, John Doe Employees 1 – 10 and John Doe 1-10 are contractors, sub-contractors, construction companies, heating and cooling companies, water maintenance/treatment companies, inspectors and/or employees responsible for the building, installation, maintenance and testing of the water system and water filtration systems at Mount Carmel Grove City.

9. At all times relevant herein, employees and agents of all corporate Defendants and were within the scope of their express, implied, or apparent authority as employees and agents of the corporate Defendants.

10. The true names and capacities of John Doe Corporations 1-10, John Doe Contactors 1-10, John Doe Manufacturers 1-10, John Doe Employees 1-10 and John Doe 1-10 are unknown to Plaintiffs at this time and therefore Plaintiffs have accordingly sued these unknown Defendants under said fictitious names. When the true names of these Defendants have been ascertained, Plaintiffs will seek leave to amend their Complaint as necessary to reflect the identities of these Defendants.

11. Plaintiffs believe that the John Doe Defendants, collectively and individually, are legally responsible for the events and occurrences herein described, and that John Doe Defendants are responsible for the injuries and damages set forth in this Complaint.

#### **JURISDICTION AND VENUE**

12. Jurisdiction is conferred on this Court by R.C. 2305.01

13. Pursuant to Civ. R. 3(B)(1), (2), (3), (6) and (7) of the Ohio Rules of Civil Procedure, venue is proper in Franklin County, Ohio because Defendants reside in Franklin County, Ohio, have their principle place of business in Franklin County, Ohio, conduct activity that gave rise to the claims for relief in Franklin County, Ohio and because the claims for relief arose in Franklin County, Ohio.

#### **SERVICE OF PROCESS**

14. Service of process is permitted on Defendants pursuant to Civ. R. 4.2(A) and (F).

#### **COMMON FACTUAL ALLEGATIONS**

15. Mount Carmel Grove City hospital is a newly constructed hospital that fully opened to the public in April 2019.

16. On or about April 27, 2019 Plaintiff Martin Brown was seen in the emergency department of Mount Carmel Grove City hospital for chest pain/pressure. In that this Defendant

hospital was not scheduled to open until the following morning, Plaintiff was transferred to Mount Carmel Medical Center (West) where he was admitted.

17. The following morning, April 28, 2019, Plaintiff Martin Brown was transferred again, this time back to Defendant Mount Carmel Grove City where he was admitted and received further medical care and treatment including heart surgery.

18. Plaintiff Martin Brown was released from Defendant Mount Carmel Grove City on or about May 7, 2019.

19. From approximately May 8, 2019 through May 13, 2019 Plaintiff Martin Brown began coughing up yellow sputum and had a general feeling of not feeling well. At the time, his physician's office attributed his symptoms to his recent heart surgery.

20. By May 13, 2019 Plaintiff Martin Brown had, among other things, labored breathing, shortness of breath and no energy.

21. With no improvement in his symptoms, on or about May 13, 2019 Plaintiff Martin Brown was sent to Mount Carmel Grove City hospital for tests including labs and a chest x-ray which showed pneumonia in his right lung.

22. Plaintiff Martin Brown received a letter dated June 3, 2019 from Mount Carmel Grove City notifying him that there had been "[a]t least eight cases of Legionnaires' disease confirmed in patients recently treated at Defendant Mount Carmel Grove City.

23. During a follow-up appointment with his cardiologist on June 3, 2019 Plaintiff Martin Brown was transported from his cardiologist's office to Mount Carmel Grove City hospital by squad and seen in the emergency department. Tests were ordered including a urine test for the legionella bacterium.

24. On or about June 4, 2019 Plaintiff Martin Brown's treating physician contacted him with a diagnosis of Legionnaires' disease.

25. It has been confirmed that legionella bacteria was present at the newly constructed Mount Carmel Grove City hospital during the time Plaintiff Martin Brown had been a patient.

26. As a patient at Defendant Mount Carmel Grove City, Plaintiff Martin Brown used the shower several times, regularly drank the water and was exposed to the hospital's air cooling system.

27. Plaintiff Martin Brown, and others, acquired legionella bacteria as a direct and proximate result of his exposure to the water at Defendant Mount Carmel Grove City.

**PLAINTIFFS' FIRST CAUSE OF ACTION**  
**[Negligence – All Defendants]**

28. Plaintiffs hereby incorporate the preceding paragraphs as if fully restated herein.

29. At all times relevant hereto, Defendants owed a duty to Plaintiff Martin Brown and other patients and visitors at Defendant Mount Carmel Grove City to provide safe water for consuming, bathing and other uses.

30. Defendants breached said duties by permitting water to contain excessive levels of legionella.

31. As a direct and proximate result of the failures of Defendants Plaintiff Martin Brown suffered physical pain, mental anguish, required medical care and treatment and incurred medical and other related expenses.

**PLAINTIFFS' SECOND CAUSE OF ACTION**  
**[Premise Liability – All Defendants]**

32. Plaintiffs hereby incorporate the preceding paragraphs as if fully restated herein.

33. At all times relevant hereto, Plaintiff Martin Brown was a business invitee of Defendants.

34. Defendants knew that the water and/or water supply system at Defendant Mount Carmel Grove City had caused other persons on the premise to contract Legionnaires Disease, and further, that the present of legionella pneumophila bacteria in the water and water supply system had not been adequately addressed or resolved.

35. Defendants knew that business invitees, such as Plaintiff Martin Brown, would be consuming, bathing with, and using the water at Defendant Mount Carmel Grove City and that such invitees could be injured as a result of the unsafe water supply.

36. Defendants had a common law duty and contractual duty to make reasonable inspections and testing prior to Defendant Mount Carmel Grove City opening its doors to the public to discover hazardous conditions, to remedy foreseeable hazards and to take all other reasonable steps necessary to protect persons such as Plaintiff Martin Brown from such conditions, and to exercise reasonable care for his safety and protection.

37. Further, Defendants knew that patients and residents at Defendant Mount Carmel Grove City were particularly vulnerable to infections from legionella pneumophila bacteria due to their medical conditions which brought them to Defendant Mount Carmel Grove City in the first place.

38. As a result of their negligent and/or reckless acts and omissions, Defendants breached their duty to Plaintiff Martin Brown, and all business invitees, to discover hazardous conditions, remedy foreseeable hazards, and protect Plaintiff Martin Brown from injury.

39. As a direct and proximate result of the failure of Defendants to discharge their duties of care owed to Martin Brown, Plaintiff Martin Brown contracted Legionnaires disease and suffered physical pain, mental anguish required medical care and treatment and incurred medical and other related expenses.

40. As a direct and proximate result of the negligent and/or reckless acts and/or omissions of Defendants, Plaintiff Martin Brown suffered permanent damages and incurred medical and other related expenses.

**THIRD CAUSE OF ACTION**  
**[Loss of Consortium]**

41. Plaintiff hereby incorporate the preceding paragraphs as if fully restated herein.

42. At all times relevant hereto Plaintiff Rebecca Brown was, and is, the spouse of Plaintiff Martin Brown.

43. Plaintiff Rebecca Martin states that by virtue of the conduct of the Defendants, individually, as well as jointly and severally she has suffered a loss of her husband's society, companionship, services, attention, consortium and care.

44. Plaintiff Rebecca Martin also suffered mental anguish and emotional distress.

**DEMAND**

**WHEREFORE**, Plaintiffs demand judgment against the Defendants, jointly and severally, for compensatory, consequential, incidental, special, future and medical damages in an



amount greater than Twenty-Five Thousand dollars (\$25,000.00) together with attorney fees, costs herein expended and any other relief that this Court deems just and proper.

Respectfully submitted,

*/s/*David I. Shroyer

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David I. Shroyer (0024099)  
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**JURY DEMAND**

Plaintiffs, by and through counsel, hereby demand that the within matter be tried by a jury of eight (8).

*/s/*David I. Shroyer

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David I. Shroyer (0024099)