

IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO
CIVIL DIVISION

KATE VIDOVICH, as the)
administrator of the Estate of)
CHARLES WESTBROOK)
370 South 5th Street, Suite G7)
Columbus, Ohio 43215)

Plaintiff,)

vs.)

2828 JOHNSTOWN LLC)
dba BUCKS PLATINUM)
c/o Edward Hastie – Statutory Agent)
1258 Grandview Avenue, Suite B)
Grandview Heights, Ohio 43212)

Also serve at:)

11327 Reeder Road)
Dallas, TX 75229)

and,)

CHARLES W. FOSTER III)
2533 Sutton Avenue)
Columbus, Ohio 43204)

and,)

JERMAINE S. WESTBROOK II)
Franklin County Corrections Center)
II)
2460 Jackson Pike)
Columbus, Ohio 43223)

and,)

CASE NO:
JUDGE

Jury Demand Endorsed Herein

JOHN DOE and COMPANY XYZ)
Name Unknown)
Address Unknown)
))
Defendants.)

**COMPLAINT OF PLAINTIFF KATE VIDOVICH, AS THE ADMINISTRATOR OF
THE ESTATE OF CHARLES WESTBROOK**

Now comes Plaintiff Kate Vidovich, as the Administrator of the Estate of Charles Westbrook, by and through undersigned counsel and states the following for his Complaint for Damages and Request for Jury Trial against Defendant 2828 Johnstown LLC, doing business as Bucks Platinum (“Bucks Platinum”), Defendant Charles Foster, Defendant Jermaine Westbrook, and Defendant John Doe One and Defendant XYZ Corporation.

VENUE AND JURISDICTION

1. This Court has original jurisdiction over the subject matter of this action because the amount in question exceeds twenty-five thousand dollars (\$25,000.00).
2. Venue lies in this forum pursuant to Rule 3(B)(3), (6) of the Ohio Rules of Civil Procedure.

PARTIES

3. The Decedent, Charles Westbrook, was a resident of Franklin County on January 1, 2023.
4. Plaintiff Kate Vidovich is the Administrator of the Estate of Charles Westbrook.
5. At all times relevant herein, Defendant Bucks Platinum was a club open to the public and serving alcoholic drinks for profit, authorized to do business located in Columbus, Franklin County, Ohio. Any reference to Defendant Bucks Platinum will include references to the owners, agents, lessors, lessees, servants, and/or employees who, at all times pertinent thereto, were acting within the course and scope of their employment.

6. At all times relevant herein, Defendant Charles Foster was an individual that was a business invitee on Defendant Bucks Platinum's premises on January 1, 2023.
7. At all times relevant herein, Defendant Jermaine Westbrook was an individual that was a business invitee on Defendant Bucks Platinum's premises on January 1, 2023.
8. Upon information and belief, Defendant Bucks Platinum was founded, owned, controlled, and operated by Kevin Richardson and Curtis Wise, who reside in Texas.
9. Upon information and belief, Kevin Richardson and Curtis Wise own and operate 10 gentleman's clubs nationwide, in Dallas, Texas, Forth Worth, Texas, El Paso, Texas, Houston, Texas, Greenville, South Carolina, Toledo, Ohio, and Columbus, Ohio; operating under "Bucks Club."
10. Upon information and belief, the Bucks Club gentleman's clubs function as a single enterprise to the extent that they are joint employers and jointly operate the clubs and maintain interrelated operations as well as common management, ownership, and control.
11. At all times relevant herein, the names and addresses of Defendant John Doe and Defendant Company XYZ are and remain unknown to this point unknown, despite reasonable efforts to ascertain the same. Plaintiffs will amend this Complaint once such parties are identified.

FACTS

12. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1–11 of this Complaint.
13. On January 1, 2023, Charles Westbrook was a business invitee on Defendant Bucks Platinum's premises located at 2830 Johnstown Road, Columbus, Ohio 43219, for purposes likewise beneficial to its owner(s).

14. At all times relevant herein, Defendant Bucks Platinum owned and operated the club located at 2830 Johnstown Road, Columbus, Ohio 43219.
15. At all times relevant herein, Defendant Bucks Platinum sold alcohol to its patrons on January 1, 2023.
16. In the months prior to January 1, 2023, violent crimes such as shootings and assaults, as well as other acts of violence were committed on or near Defendant Bucks Platinum's premises.
17. Prior to January 1, 2023, Defendant Bucks Platinum was aware of other violent crimes that were committed on its premises, and it was reasonably foreseeable that other violent crimes would be committed on its premises.
18. At or around the time during Charles Westbrook's visit at Defendant Bucks Platinum's club, its agents and/or its employees took responsibility for his mental and physical well-being.
19. On January 1, 2023, Defendant Charles Foster was allowed to carry a firearm while on Defendant Bucks Platinum's premises.
20. On January 1, 2023, Defendant Jermaine Westbrook was allowed to carry a firearm while on Defendant Bucks Platinum's premises.
21. Upon information and belief, multiple firearms were found on Defendant Bucks Platinum's premises on January 1, 2023.
22. Following a confrontation between club patrons, multiple shots were fired by Defendant Charles Foster and Defendant Jermaine Westbrook.
23. Charles Westbrook was struck with a bullet, and later succumbed to his injuries as a result of the shooting.
24. On January 1, 2023, Decedent Charles Westbrook was a business invitee on Defendant Bucks Platinum's premises for purposes likewise beneficial to its owner(s).

25. At or around the time during Decedent Charles Westbrook's visit to Defendant Bucks Platinum's premises, its' agents and/or employees did take responsibility for Decedent Charles Westbrook's mental and physical well-being.
26. Independent of the actions of Defendant Charles Foster and Defendant Jermaine Westbrook, Defendant Bucks Platinum allowed patrons to bring weapons onto its premises, and negligently failed to provide adequate security for its security staff; provide proper training to employees pertaining to the control of patrons; proper actions in emergency situations; prevention of violent behavior; and various other training that Defendant Bucks Platinum's duty to provide to their employees.
27. Defendant Bucks Platinum failed to hire adequate security despite knowledge of a pattern of violence and other violent acts that were committed on the club's premises.
28. Defendant Bucks Platinum was aware of the risk of harm that may result from failing to hire proper security employees and failed to hire and/or retain proper employees.
29. Defendant Bucks Platinum negligently failed to provide proper security measures to protect their patrons; to hire multiple security employees to protect its patrons; and to properly train its security employees.
30. On January 1, 2023, Defendant Bucks Platinum was negligent when it allowed multiple patrons to enter its club with firearms; did not provide adequate security measures; did not warn patrons of potential dangers; and created and fostered an environment that exposed patrons to unreasonable and foreseeable risks of harm, and ultimately led to Charles Westbrook's death.
31. On January 1, 2023, Defendant Bucks Platinum negligently permitted Defendant Charles Foster and Defendant Jermaine Westbrook, persons possessing firearms, to enter its' premises.

32. On January 1, 2023, Defendant Charles Foster showed no regard for human life when he intentionally and unlawfully discharged his firearm while on Defendant Bucks Platinum's premises.
33. On January 1, 2023, Defendant Jermaine Westbrook showed no regard for human life when he intentionally and unlawfully discharged his firearm while on Defendant Bucks Platinum's premises.
34. Defendant Charles Foster and Defendant Jermaine Westbrook's bullets struck Decedent Charles Westbrook and were the ultimate cause of his death on January 1, 2023.
35. Upon information and belief, Defendant Bucks Platinum sold alcohol to its visibly intoxicated patrons, which led to the confrontation that caused the subject shooting incident.
36. As a result of Defendants' actions, Plaintiff have been damaged in an amount in excess of \$25,000.00. Additionally, Defendant Bucks Platinum acted recklessly, and with willful and wanton disregard for human life when creating the dangerous condition that led to the death of Charles Westbrook. As such, Plaintiff is demanding punitive damages against Defendant Bucks Platinum.

**COUNT ONE – NEGLIGENCE, RETENTION, AND SUPERVISION AS TO
DEFENDANT BUCKS PLATINUM**

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1–36 of this Complaint.
38. At all times relevant herein, Defendant Bucks Platinum breached its' duty to Decedent Charles Westbrook by failing to exercise ordinary care and due diligence in negligently permitting the circumstances to exist that led to the murder of Decedent Charles Westbrook. At all times mentioned herein, Defendant Bucks Platinum, through its negligence alleged herein, ignored its responsibilities to Decedent Charles Westbrook and unreasonable jeopardized the health

and well-being of Decedent Charles Westbrook and ultimately caused his death. Charles Westbrook's death was a direct and proximate result of the independent negligence, gross negligence, and/or wanton and reckless disregard, which included, but is not limited to, the following:

- a. On or around the incident at issue, the entity failed to provide any training and/or adequate training to their employees pertaining to the control and removal of patrons, for the safety and protection of their patrons, including Decedent Charles Westbrook.
- b. The entity had the duty and/or assumed the duty to provide properly trained security personnel and to take other security measures in and/or on their premises for the safety and protection of their patrons, including Decedent Charles Westbrook.
- c. The entity knew, or should have known, of the propensity for violent and/or criminal actions in and/or on their premises its patrons, which consequently created an unreasonable and foreseeable risk of harm and/or serious injury to their patrons, including Decedent Charles Westbrook.
- d. The entity had a duty to report fights and disturbances, and failed to do so;
- e. The entity had a duty to promptly notify law enforcement of disturbances and potentially dangerous situations, and failed to do so.
- f. The entity's independent acts of negligence and own breach of duty were the proximate cause of Decedent Charles Westbrook's death.

39. As a result of Defendant Bucks Platinum's negligence, Plaintiff has been damaged in an amount in excess of \$25,000.00. Additionally, Defendant Bucks Platinum acted recklessly, and with willful and wanton disregard for human life when creating the dangerous condition

that led to the death of Charles Westbrook. As such, Plaintiff is demanding punitive damages against Defendant Bucks Platinum.

COUNT TWO - NEGLIGENCE AS TO DEFENDANTS
JOHN DOE AND COMPANY XYZ

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1-39 of this Complaint.
41. Plaintiff brings this action against Defendant John One and Defendant Company XYZ, whose names and addresses are currently unknown to Plaintiff but who may be responsible for the injury caused to Plaintiff. Plaintiff will amend this Complaint once such parties are identified.
42. Defendant John Doe One and Defendant Company XYZ's identities are currently unknown and cannot, presently, be reasonably ascertained with due diligence. Ohio Civ. R. 15 is expressly referenced and, by such reference, incorporated herein.
43. The occurrence causing the injury to Plaintiff was a direct and proximate result of the negligence of all Defendants.
44. As a direct and proximate result of all Defendants' negligence, Plaintiff have incurred hospital expenses, funeral expenses, and various other damages.
45. As a result of all Defendants' negligence, Plaintiff has been damaged in an amount in excess of \$25,000.00.

COUNT THREE – VIOLATION OF OHIO REVISED CODE §4399.18 AS TO
DEFENDANT BUCKS PLATINUM

46. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1-45 of this Complaint.

47. Defendant Bucks Platinum was an owner, partial owner and/or possessed the liquor license (Number 9120301) for the club, located at 2830 Johnstown Road, Columbus, Ohio 43219.
48. On January 1, 2023, Decedent Charles Westbrook was a business invitee on Defendant Bucks Platinum's premises.
49. On or near the same date, Defendant Bucks Platinum was negligent when it failed to adequately check any patrons for firearms and/or any other deadly weapons, or to maintain an environment that is free from firearms, to protect its patrons from harm, and subsequently sold intoxicating beverages to its patrons.
50. On or near the same date, Defendant Charles Foster and Defendant Jermaine Westbrook showed no regard for human life when they each, individually, intentionally and unlawfully discharged their firearms inside of Defendant Bucks Platinum's club, and struck Decedent Charles Westbrook.
51. Defendant Charles Foster and Defendant Jermaine Westbrook's intentional and unlawful discharge of their firearms was proximately caused by Defendant Bucks Platinum's independent negligence when they knowingly served intoxicating beverages its already intoxicated patrons, leading to a large confrontation amongst bar patrons.
52. As a direct and proximate result of the negligence of Defendant Bucks Platinum when it continued to serve alcohol to an already intoxicated Defendant Charles Foster and Defendant Jermaine Westbrook, Decedent Charles Westbrook died from the injuries caused by Defendants' discharge of their firearms.
53. As a result of Defendant Bucks Platinum's negligence, Plaintiff has been damaged in an amount in excess of \$25,000.00.

COUNT FOUR – WRONGFUL DEATH AND SURVIVAL

54. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in Paragraphs 1-53 of this Complaint.

55. On January 1, 2023, Decedent Charles Westbrook was a business invitee at Defendant Bucks Platinum's club located at 2830 Johnstown Road, Columbus, Ohio 43219.

56. Defendant Bucks Platinum acted carelessly, negligently, recklessly, and/or in wanton disregard for Charles Westbrook's rights and safety by, among other things:

- a. Failing to provide a safe and secure environment to operate the Bucks Platinum Club;
- b. Failing to hire/retain adequate and proper security to oversee the Bucks Platinum Club;
- c. Failing to provide proper training to employees pertaining to the control of patrons and the excessive consumption of alcohol.
- d. Failing to provide adequate security measures and creating an environment that exposed Charles Westbrook to unreasonable and foreseeable risk of harm;
- e. Failing to adequately check any potential patrons for firearms and/or any other deadly weapons.

57. As a direct and proximate consequence of the Defendants' individual, independent, and/or combined negligent, reckless, and/or wanton conduct, actions and/or omissions, Charles Westbrook died.

58. But for the Defendants' individual, independent, and/or combined negligent, reckless, and/or wanton conduct, actions, and/or omissions, Charles Westbrook would be alive today.

59. As a further direct and proximate consequence of the Defendants' individual, independent, and/or combined negligent, reckless, and/or wanton conduct, actions and/or omissions, Charles Westbrook was deprived of his life and enjoyment of the same.
60. As a direct and proximate result of the Defendants' individual, independent, and/or combined negligent, reckless, and/or wanton conduct, actions, and/or omissions, Plaintiff incurred hospital, funeral, and burial expenses for Charles Westbrook.
61. As a direct and proximate consequence of the Defendants' individual, independent, and/or combined negligent, reckless, and/or wanton conduct, actions, and/or omissions, Charles Westbrook sustained economic loss, including lost wages and lost earning capacity.
62. As a further direct and proximate consequence of the Defendants' individual, independent, and/or combined negligent, reckless, and/or wanton conduct, actions and/or omissions, Plaintiff sustained severe, permanent, and debilitating emotional distress and psychological injuries.
63. As a direct and proximate result of Defendants' negligence, recklessness, and/or wanton conduct, Charles Westbrook's beneficiaries and next of kin have suffered and will continue to suffer mental and physical anguish and extreme grief.
64. As a direct and proximate result of Defendants' negligence, recklessness, and/or wanton conduct, Charles Westbrook's beneficiaries and next of kin have suffered and will continue to suffer the loss of prospective inheritance.
65. As a direct and proximate result of Defendants' negligence, recklessness and/or wanton conduct, Charles Westbrook's beneficiaries and next of kin have suffered and will continue to suffer the loss his society, including but not limited to, his companionship, consortium, care, assistance, attention, protection, advice, guidance, counsel, instruction, training and education.

66. As a direct and proximate result of Defendants' negligence, recklessness, and/or wanton conduct, Charles Westbrook's beneficiaries and next of kin have suffered and will continue to suffer loss of his services.

67. As a direct and proximate result of Defendants' negligence, recklessness and/or wanton conduct, Charles Westbrook's beneficiaries and next of kin have suffered and will continue to suffer loss of his earning capacity.

68. Plaintiff claims and reserves any and all rights arising under the Ohio Wrongful Death and Survival Statute which may be applicable herein.

COUNT FIVE – PUNITIVE DAMAGES AS TO CHARLES FOSTER

69. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in Paragraphs 1-68 of this Complaint.

70. On January 1, 2023, Defendant Charles Foster showed no regard for human life when he intentionally and unlawfully discharged his firearm inside of Defendant Bucks Platinum's club and struck Decedent Charles Westbrook, causing his death.

71. Defendant Charles Foster's actions were extreme, outrageous, and malicious.

COUNT SIX – PUNITIVE DAMAGES AS TO JERMAINE WESTBROOK

72. Plaintiff reincorporates by reference, as if fully rewritten herein, the allegations set forth in Paragraphs 1-71 of this Complaint.

73. On January 1, 2023, Defendant Jermaine Westbrook showed no regard for human life when he intentionally and unlawfully discharged his firearm inside of Defendant Bucks Platinum's club and struck Decedent Charles Westbrook, causing his death.

74. Defendant Jermaine Westbrook's actions were extreme, outrageous, and malicious.

WHEREFORE, Plaintiff Kate Vidovich, as the Administrator of the Estate of Charles Westbrook, respectfully requests this Court grant the following relief:

A Judgment against Defendant Bucks Platinum, AWARDING Plaintiff damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus statutory and prejudgment interests; and ORDER Defendant Bucks Platinum to pay damages to Plaintiff in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), actual damages, general damages, noneconomic damages, punitive damages, attorney's fees, costs, expenses, interest, prejudgment interest, post-judgment interest and all other available remedies as the Court deems just and proper.

A judgment against Defendants John Doe and Company XYZ, AWARDING Plaintiff damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus statutory and prejudgment interests; and ORDER Defendants John Doe and Company XYZ to pay damages to Plaintiffs in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), actual damages, general damages, noneconomic damages, punitive damages, attorney's fees, costs, expenses, interest, prejudgment interest, post-judgment interest and all other available remedies as the Court deems just and proper.

A judgment against Defendant Charles Foster, AWARDING Plaintiff damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus statutory and prejudgment interests; and ORDER Defendant Charles Foster to pay damages to Plaintiffs in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), actual damages, general damages, noneconomic damages, punitive damages, attorney's fees, costs, expenses, interest, prejudgment interest, post-judgment interest and all other available remedies as the Court deems just and proper.

A judgment against Defendant Jermaine Westbrook, AWARDING Plaintiff damages in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), plus statutory and prejudgment interests; and ORDER Defendant Jermaine Westbrook to pay damages to Plaintiffs in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), actual damages, general damages, noneconomic damages, punitive damages, attorney's fees, costs, expenses, interest, prejudgment interest, post-judgment interest and all other available remedies as the Court deems just and proper.

Respectfully submitted,

SOROKA & ASSOCIATES, LLC

/s/ Roger Soroka

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JURY DEMAND

Plaintiffs hereby request a jury on all triable issues of fact.

/s/ Roger Soroka
Roger Soroka (0082195)
Counsel for Plaintiff