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GUY A. FERGUSON, CLERK  
MUNICIPAL COURT

BY \_\_\_\_\_ DEPUTY  
IN THE MUNICIPAL COURT OF CLARK COUNTY, OHIO  
CIVIL DIVISION

CINCINNATI INSURANCE COMPANY	:	Case No. <i>15CUE01755</i>
P.O. Box 145496	:	
Cincinnati, Ohio 45250-5496	:	Judge:
and	:	
ERIC CROW	:	
5335 Lehman Road	:	
Springfield, Ohio 45502	:	
and	:	
THERESA CROW	:	
5335 Lehman Road	:	
Springfield, Ohio 45502	:	
Plaintiffs,	:	
-v-	:	<u>COMPLAINT</u>
NICOLE TESSENEER	:	
1335 1/2 North Limestone	:	
Springfield, Ohio 45504	:	
Defendant.	:	

Now come Plaintiffs, Cincinnati Insurance Company, Eric Crow, and Theresa Crow, by and through Counsel, and for their Complaint state as follows:

FIRST CLAIM FOR RELIEF—NEGLIGENCE

1. On or about August 10, 2014, at or near 1335 1/2 North Limestone, Springfield, Clark County, Ohio, Defendant Nicole Tesseneer negligently and/or recklessly started a fire at the said location and thereby caused extensive fire and smoke damage to the said location.

2. Upon information and belief, Defendant's negligent and/or reckless conduct, includes, but is not limited to, failing to properly extinguish a cigarette by placing it into a flower pot.

3. At the time of the fire, Defendant Nicole Tesseneer was a tenant and renting 1335 1/2 North Limestone, Springfield, Ohio ("rental unit") from Eric Crow and Theresa Crow. Eric Crow and Theresa Crow are the owners of the rental unit.

4. Prior to said fire, Cincinnati Insurance Company ("CIC") issued a policy of property insurance to Eric Crow and Theresa Crow ("Insureds"). Said policy was subject to a \$500.00 deductible.

5. As a direct and proximate result of Defendant Nicole Tesseneer's negligent and/or reckless conduct, the Insureds incurred property damage in the amount of \$4,863.38 and pursuant to the terms and conditions of said policy, CIC paid to or on behalf of its Insureds the sum of \$4,363.38.

6. By reason of said payments to its Insureds and the negligence of the Defendant, CIC became subrogated to the rights and interests of its Insureds in the preceding amounts.

7. As a further direct and proximate result of Defendant Nicole Tesseneer's negligent and/or reckless conduct, the Insureds incurred damages of \$500.00. Said amount represents the Insureds' deductible of the aforementioned policy.

#### **SECOND CLAIM FOR RELIEF – NEGLIGENCE PER SE**

8. Plaintiffs restate each and every allegation as set forth in paragraphs 1 through 7 of their Complaint.

9. As described supra, Defendant intentionally and/or negligently destroyed, defaced, and/or damaged the rental unit in violation of O.R.C. § 5321.05.

10. As a direct and proximate result of this violation, the Insureds incurred property damage in the amount of \$4,863.38.

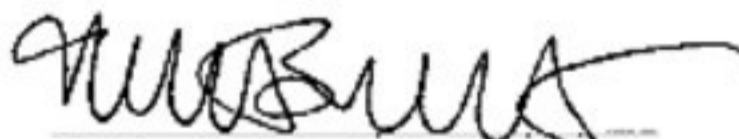
12. Pursuant to the terms and conditions of said policy and by reason of said damage, CIC paid to or on behalf of its Insureds the sum of \$4,363.38.

13. By reason of said payment to its Insured and Defendant's negligence per se, CIC became subrogated to the rights and interests of its Insured in the said amount.

14. As a further direct and proximate result of Defendant Nicole Tesseneer's negligence per se, the Insureds incurred damages of \$500.00. Said amount represents the Insureds' deductible of the aforementioned policy.

WHEREFORE, Plaintiffs, Cincinnati Insurance Company, Eric Crow, and Theresa Crow, demand judgment against the Defendant, Nicole Tesseneer, in the amount of \$4,863.38, plus interest as provided by law and court costs.

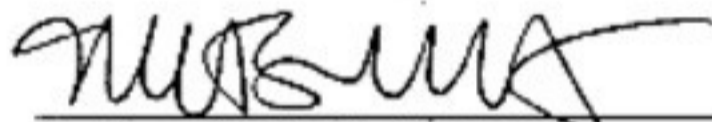
Respectfully submitted,



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Attorney for Plaintiffs

**REQUEST FOR SERVICE**

Please issue service of summons, with the Complaint, upon Defendant by CERTIFIED MAIL, RETURN RECEIPT REQUESTED, at the address set forth in the caption above.



Matthew M. Schmidt (#0072898)