

STATE OF INDIANA )  
COUNTY OF MARION ) SS: IN THE MARION SUPERIOR COURT  
CAUSE NO. 49D03-1609-PL-032830

MIKE FORD )

Plaintiff, )

v. )

CHIPOTLE SERVICES, LLC; ECLIPSE )  
REAL ESTATE, INC.; and BCJGNORA, )  
LLC. )

Defendants. )

FILED

28 SEP 28 2016

Myla A. Eldridge  
CLERK OF THE MARION CIRCUIT COURT

**AMENDED COMPLAINT FOR DAMAGES**

Plaintiff Mike Ford, for his *Amended Complaint for Damages* against the Defendants Chipotle Services, LLC; Eclipse Real Estate, Inc.; and BCJGNORA, LLC, states as follows:

**I. PARTIES, JURISDICTION, AND VENUE**

1. Mike Ford ("Mike") is an individual, over the age of eighteen (18), and a resident of Indianapolis, Marion County, Indiana.

2. Chipotle Services, LLC ("Chipotle")<sup>1</sup> is a Colorado-based limited liability company that operates a fast food restaurant chain specializing in burritos and tacos. Chipotle operates restaurants throughout the United States and around the world, including several restaurants in Indianapolis, Marion County, Indiana. At all relevant times, Chipotle operated a restaurant upon real property located at 3340 W. 86th Street, Indianapolis, IN 46268.

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<sup>1</sup> Chipotle is also registered as Chipotle Mexican Grill of Colorado, LLC; Chipotle Mexican Grill Services Co., LLC; and Chipotle Mexican Grill, Inc. All entities name the same registered agent and this lawsuit is intended to name each of those entities.

3. BCJGNORA, LLC ("BCJGNORA") is an Indiana-based limited liability company that, at all relevant times, owned real property located at 3340 W. 86th Street, Indianapolis, IN 46268.

4. Eclipse Real Estate, Inc. ("Eclipse") is an Indiana corporation with its principal place of business in Indianapolis, Marion County, Indiana. Eclipse is a commercial real estate firm that offers brokerage, development, and investment services to national restaurants and retailers as well as local planners, neighborhood groups, and city governments. At all relevant times, Eclipse managed the real property located at real property located at 3340 W. 86th Street, Indianapolis, IN 46268.

5. This Court has jurisdiction pursuant to Indiana Trial Rule 4.4(A)(1), (2), (4), (5).

6. Venue is proper in Marion County, Indiana, pursuant to Indiana Trial Rule 75(A)(1), (2), (3), (4), (5) and (10).

## **II. FACTS RELEVANT TO ALL COUNTS**

7. On April 2, 2016, around 3:50 p.m., Mike pulled into the parking lot of Chipotle and parked near a large brick sign associated with the commercial property.

8. Strong gusts of wind that day were causing damage and power outages across Central Indiana.

9. Mike turned his car off and cracked the door to get out of the car when the brick sign crumbled and came crashing down upon his car.

10. All of a sudden onlookers heard a loud sound like and saw Mike shoot out from the car onto the pavement.

11. Mike was dazed, and he did not realize what just had happened but felt a tremendous amount of pain in his head and throughout his body.

12. Some nearby Sprint employees working at a retail store helped him up and walked him back into the Spring Store while holding his head and trying to stop the bleeding.

13. The Sprint employees spoke with him and put ice on his head until the paramedics were able to arrive on the scene.

14. The paramedics applied bandages and took him away on a stretcher.

15. Mike's car was totaled.

16. Mike sustained a concussion among other cuts and scratches.

17. He was particularly shaken up because his daughter is usually in the car with him and was only not with him on that day because she was on spring break with her mother.

### **III. CAUSES OF ACTION**

#### **COUNT 1**

#### **– Premises Liability against Chipotle–**

18. Mike restates and incorporates by reference the allegations set forth in Paragraphs 1-18 of the Complaint.

19. At all relevant times, Chipotle was in occupation of the Property and had the intent to control it.

20. At all relevant times, Chipotle maintained exclusive and continuous control over the Property.

21. Mike was a business invitee in that he parked in the parking lot which was kept available to the public and maintained for public use.

22. As a business invitee, Chipotle had a duty to take reasonable steps to ensure his safety while on the Property.

23. Chipotle failed to take steps reasonably necessary to maintain Mike's safety.

24. As a result of Chipotle's failure to take such reasonable steps, Mike was subjected to actual and emotional damages when a brick sign located on and belonging to the Property fell and crushed his car and injured him.

WHEREFORE, Mike Ford pray for the Court to enter judgment against Chipotle for its premises liability, and award him damages sufficient to compensate him for all damage resulting from Chipotle's actions. Mike further pray that Court award him costs, post-judgment interest, and all other just and proper relief.

## **COUNT 2**

### **– Premises Liability against BCJGNORA–**

25. Mike restates and incorporates by reference the allegations set forth in Paragraphs 1-25 of the Complaint.

26. At all relevant times, BCJGNORA was in occupation of the Property and had the intent to control it.

27. At all relevant times, BCJGNORA maintained exclusive and continuous control over the Property.

28. Mike was a business invitee in that he parked in the parking lot which was kept available to the public and maintained for public use.

29. As a business invitee, BCJGNORA had a duty to take reasonable steps to ensure his safety while on the Property.

30. BCJGNORA failed to take steps reasonably necessary to maintain Mike's safety.

31. As a result of BCJGNORA's failure to take such reasonable steps, Mike was subjected to actual and emotional damages when a brick sign located on and belonging to the Property fell and crushed his car and injured him.

WHEREFORE, Mike Ford pray for the Court to enter judgment against BCJGNORA for its premises liability, and award him damages sufficient to compensate him for all damage resulting from BCJGNORA's actions. Mike further pray that Court award him costs, post-judgment interest, and all other just and proper relief.

**COUNT 3**  
**– Premises Liability against Eclipse –**

32. Mike restates and incorporates by reference the allegations set forth in Paragraphs 1-32 of the Complaint.

33. At all relevant times, Eclipse was in occupation of the Property and had the intent to control it.

34. At all relevant times, Eclipse maintained exclusive and continuous control over the Property.

35. Mike was a business invitee in that he parked in the parking lot which was kept available to the public and maintained for public use.

36. As a business invitee, Eclipse had a duty to take reasonable steps to ensure his safety while on the Property.

37. Eclipse failed to take steps reasonably necessary to maintain Mike's safety.

38. As a result of Eclipse's failure to take such reasonable steps, Mike was subjected to actual and emotional damages when a brick sign located on and belonging to the Property fell and crushed his car and injured him.

WHEREFORE, Mike Ford pray for the Court to enter judgment against Eclipse for its premises liability, and award him damages sufficient to compensate him for all damage resulting from Eclipse's actions. Mike further pray that Court award him costs, post-judgment interest, and all other just and proper relief.

**COUNT 4**  
**– Negligence against Chipotle –**

39. Mike restates and incorporates by reference the allegations set forth in Paragraphs 1-32 of the Complaint.

40. As the possessor and/or controller of the Property, Chipotle had a common law duty to ensure the Property was maintained and used in a manner necessary to ensure public safety to those who could foreseeably be impacted by failure to so act.

41. Chipotle breached that duty by not taking steps to maintain the Property located on the Property was safe and did not pose a threat to Mike and others reasonably foreseeable.

42. Chipotle's breach caused Mike damages in that his car was totaled and he sustained physical and emotional damages.

WHEREFORE, Mike Ford pray for the Court to enter judgment against Chipotle for its negligence, and award him damages sufficient to compensate him for all damage resulting from Chipotle's actions and omissions. Mike further pray that Court award him costs, post-judgment interest, and all other just and proper relief.

**COUNT 6**  
**– Negligence against BCJGNORA –**

43. Mike restates and incorporates by reference the allegations set forth in Paragraphs 1-43 of the Complaint.

44. As the possessor and/or controller of the Property, BCJGNORA had a common law duty to ensure the Property was maintained and used in a manner necessary to ensure public safety to those who could foreseeably be impacted by failure to so act.

45. BCJGNORA breached that duty by not taking steps to maintain the Property located on the Property was safe and did not pose a threat to Mike and others reasonably foreseeable.

46. BCJGNORA's breach caused Mike damages in that his car was totaled and he sustained physical and emotional damages.

WHEREFORE, Mike Ford pray for the Court to enter judgment against BCJGNORA for its negligence, and award him damages sufficient to compensate him for all damage resulting from BCJGNORA's actions and omissions. Mike further pray that Court award him costs, post-judgment interest, and all other just and proper relief.

#### **COUNT 5**

##### **– Negligence against Eclipse–**

47. Mike restates and incorporates by reference the allegations set forth in Paragraphs 1-43 of the Complaint.

48. As the possessor and/or controller of the Property, Eclipse had a common law duty to ensure the Property was maintained and used in a manner necessary to ensure public safety to those who could foreseeably be impacted by failure to so act.

49. Eclipse breached that duty by not taking steps to maintain the Property located on the Property was safe and did not pose a threat to Mike and others reasonably foreseeable.

50. Eclipse's breach caused Mike damages in that his car was totaled and he sustained physical and emotional damages.

WHEREFORE, Mike Ford pray for the Court to enter judgment against Eclipse for its negligence, and award him damages sufficient to compensate him for all damage resulting from Eclipse's actions and omissions. Mike further pray that Court award him costs, post-judgment interest, and all other just and proper relief.

#### IV. JURY DEMAND

Zachery and the Harrisons hereby demand a jury trial on all claims and issues so triable.

Respectfully submitted,



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Marietto V. Massillamany (#24643-49)

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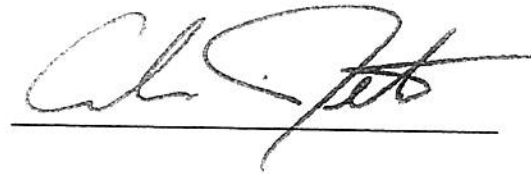
**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing has been served this 28<sup>th</sup> day of September, 2016, by depositing a copy of the same in the United States Mail, certified, prepaid, and addressed to the following:

Chipotle Services, LLC  
ATTN: National Registered Agents, Inc.  
150 West Market Street, Suite 800  
Indianapolis, IN 46204

Eclipse Real Estate, Inc.  
ATTN: Bryan J. Chandler  
6402 Cornell Avenue  
Indianapolis, IN 46220

BCJGNORA, LLC  
ATTN: Brian J. Chandler  
6402 Cornell Avenue  
Indianapolis, Indiana 46220

A handwritten signature in dark ink, appearing to read "Bryan J. Chandler", is written over a horizontal line.