EWM/TMN/tar File No. 14-49 Atty No 60615

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

KELSEY IBACH, BRADLEY SCHAUM and BRITTNEY ZINGSHEIM,	)	
Plaintiffs,	)	
v.	)	NO: 14 L 10446
PHILIP CHO, individually, PURE SOUL ENTERTAINMENT, LLC, by and through its authorized agents and employees, including but not limited to, PHILIP CHO, 306 N. HALSTED, INC. d/b/a THE MID, by and through its authorized agents and employees, THE HUBBARD HOUSE RESTAURANT, LLC d/b/a HUBBARD INN, by and through its authorized agents and employees, WEST LOOP MANAGEMENT 1, LLC, by and through its authorized agents and employees, and I SHAR, L.P by and through its authorized agents and employees, CITY OF CHICAGO, a Municipal Corporation, by and through its authorized agents and employees,	)	
Defendants.	)	

EIGHTH AMENDED COMPLAINT AT LAW

NOW COME the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM and BRITTNEY ZINGSHEIM, by and through their attorneys, McNABOLA & ASSOCIATES, LLC, complaining of the defendants, PHILIP CHO, individually, PURE SOUL ENTERTAINMENT, LLC, an Illinois Limited Liability Company, by and through its authorized agents and employees, including but not limited to, PHILIP CHO, 306 N. HALSTED, INC. d/b/a THE MID, an Illinois Corporation, by and through its authorized agents and employees, THE HUBBARD HOUSE RESTAURANT, LLC d/b/a HUBBARD INN, an Illinois Limited Liability Company, by and through its authorized agents and employees, WEST LOOP MANAGEMENT 1, LLC by and through its authorized

agents and employees, I SHAR, L.P., an Illinois Limited Partnership, by and through its authorized agents and employees, CITY OF CHICAGO, a Municipal Corporation, by and through its authorized agents and employees, and states as follows:

INTRODUCTION

Allegations Common to All Counts

1. The transaction causing injuries to the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM and BRITTNEY ZINGSHEIM, occurred in Cook County in Chicago, Illinois, making Cook County venue appropriate under 735 ILCS 5/2-101(2).

2. On and before September 13, 2014, the defendant, PURE SOUL ENTERTAINMENT, LLC (hereinafter "PSE"), was a limited liability company organized and existing pursuant to the laws of the State of Illinois, and engaged in the business of planning, organizing, promoting and operating special events and parties at restaurants, taverns and night clubs in Chicago, Illinois.

3. On and before September 13, 2014, 306 N. HALSTED, INC. d/b/a THE MID was a corporation organized and existing pursuant to the laws of the State of Illinois, and engaged in the business of restaurant, tavern and nightclub ownership and operation in Chicago, Illinois.

4. On and before September 13, 2014, 306 N. HALSTED, INC. d/b/a THE MID (hereinafter "306 N. HALSTED") owned, operated, managed and/or maintained a nightclub establishment commonly known as "The Mid" located at 306 North Halsted in Chicago, Illinois.

5. On and before September 13, 2013, the defendant, WEST LOOP MANAGEMENT 1, LLC (hereinafter "WEST LOOP"), was a limited liability corporation organized and existing pursuant to the laws of the State of Illinois, and engaged in the business of restaurant, tavern and nightclub ownership and operation in Chicago, Illinois.

6. On and before September 13, 2014, WEST LOOP owned, operated, managed and/or maintained a nightclub establishment commonly known as "The Mid" located at 306 North Halsted in Chicago, Illinois.

7. On and before September 13, 2014, THE HUBBARD HOUSE RESTAURANT, LLC d/b/a HUBBARD INN, was a limited liability company organized and existing pursuant to the laws of the State of Illinois, and engaged in the business of restaurant, tavern and nightclub ownership and operation in Chicago, Illinois.

8. On and before September 13, 2014, THE HUBBARD HOUSE RESTAURANT, LLC d/b/a HUBBARD INN (hereinafter "HUBBARD INN"), owned, operated, managed, maintained a restaurant and nightclub establishment, commonly known as "Hubbard Inn" located at 110 West Hubbard Street in Chicago, Illinois.

9. On and before September 13, 2014, I SHAR, L.P., was a limited partnership organized and existing pursuant to the laws of the State of Illinois.

10. On and before September 13, 2014, I SHAR, L.P., owned, operated, managed, and maintained the property located at 613 North Union Avenue in Chicago, Illinois 60654.

11. On September 13, 2014, West Erie Street was a roadway running in an east/west direction between North Halsted Street to the west and North Union Avenue to the east in Chicago, Illinois.

12. On September 13, 2014, West Erie Street terminated to the east at North Union Avenue, at or near its intersection with West Erie Street in Chicago, Illinois.

13. On September 13, 2014, the defendant, PHILIP CHO, operated, managed, maintained and/or controlled a motor vehicle traveling eastbound on West Erie Street just east of North Halsted Street.

14. The plaintiffs, KELSEY IBACH, BRADLEY SCHAUM and BRITTNEY ZINGSHEIM, were passengers in the motor vehicle then and there being operated, managed, maintained and/or controlled by the defendant, PHILIP CHO.

15. At all relevant times, the defendant, PHILIP CHO, owed a duty of reasonable care to members of the general public, including the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM and BRITTNEY ZINGSHEIM, in the operation of a motor vehicle.

16. Before September 13, 2014, the defendant, CITY OF CHICAGO, failed to complete the barricade structure located at the termination of West Erie Street.

17. On September 13, 2014, the motor vehicle owned, operated, maintained and/or controlled by the defendant, PHILIP CHO, left the roadway and went off an approximately 25 foot embankment at the termination of West Erie Street at North Union Avenue.

18. On September 13, 2014, the defendant, PHILIP CHO, was negligent in one or more of the following respects:

a. Carelessly and negligently operated, owned, managed, maintained, controlled, and drove a motor vehicle off of the roadway, over an embankment into a crash below;

b. Carelessly and negligently operated a motor vehicle without keeping proper lookout;

c. Carelessly and negligently proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions, or which endangered the safety of person or property in violation of 625 ILCS 5/11-601;

d. Carelessly and negligently failed to equip said vehicle with adequate brakes, in violation of 625 ILCS 5/12-301;

e. Carelessly and negligently failed to give audible warning with his horn when such warning was reasonably necessary to insure safety, in violation of 625 ILCS 5/12-601;

f. Carelessly and negligently failed to exercise due care in violation of 625 ILCS 5/11-1003; and

g. Was otherwise careless and negligent.

COUNT I

Kelsey Ibach – Negligence against Philip Cho

19. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

20. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, individually, the plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment be entered in her favor against the defendant, PHILIP CHO, individually, in a sum far in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT II

Kelsey Ibach – Vicarious Negligence against Pure Soul Entertainment, LLC

21. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

22. At all times material, PHILIP CHO was acting as an actual agent of the defendant, PSE.

23. At all times material, PHILIP CHO was acting as an apparent agent of the defendant, PSE.

24. At all times material, PHILIP CHO was acting as an employee of the defendant, PSE.

25. At all times material, PHILIP CHO was acting within the course and scope of an agency or employment relationship with PSE.

26. At all relevant times, the defendant, Pure Soul Entertainment, LLC., by and through its authorized agents and employees, including but not limited to, PHILIP CHO, owed a duty of reasonable care to members of the general public, including the plaintiff, KELSEY IBACH, in the operation of a motor vehicle.

27. As a direct and proximate result of the negligence of its authorized agents and employees, including but not limited to, PHILIP CHO, the defendant, PSE is vicariously liable for the aforementioned negligent acts or omissions.

28. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PSE, by and through its authorized agents and employees, including but not limited to, PHILIP CHO, the plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment be entered in her favor against the defendant, PURE SOUL ENTERTAINMENT. LLC, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT III

Kelsey Ibach – Dramshop Act against 306 N. HALSTED, Inc. d/b/a The Mid

29. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

30. On or about September 13, 2014, the defendant, 306 N. HALSTED, owned, operated, managed, maintained and did business as a dram shop commonly known as "THE MID" located at 306 North Halsted in Chicago, Illinois.

31. On or about September 13, 2014, the defendant, 306 N. HALSTED, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

32. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

33. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

34. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

35. The plaintiff, KELSEY IBACH, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment be entered in her favor against the defendant, 306 N. HALSTED, INC. d/b/a THE MID, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT IV

Kelsey Ibach – Dramshop Act against The Hubbard House Restaurant, LLC d/b/a Hubbard Inn

36. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

37. On or about September 13, 2014, the defendant, HUBBARD INN, owned, operated, managed, maintained and did business as a dram shop at 110 West Hubbard Street in Chicago, Illinois.

38. On or about September 13, 2014, the defendant, HUBBARD INN, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

39. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

40. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

41. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, KELSEY IBACH, suffered

permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

42. The plaintiff, KELSEY IBACH, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment be entered in her favor against the defendant, THE HUBBARD HOUSE RESTAURANT, LLC d/b/a HUBBARD INN, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT V

Bradley Schaum – Negligence against Philip Cho

43. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

44. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, individually, the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment be entered in his favor against the defendant, PHILIP CHO, individually, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT VI

Bradley Schaum – Vicarious Negligence against Pure Soul Entertainment, LLC

45. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

46. At all times material, PHILIP CHO was acting as an actual agent of the defendant, PSE.

47. At all times material, PHILIP CHO was acting as an apparent agent of the defendant, PSE.

48. At all times material, PHILIP CHO was acting as an employee of the defendant, PSE.

49. At all times material, PHILIP CHO was acting within the course and scope of an agency or employment relationship with PSE.

50. At all relevant times, the defendant, PSE, by and through its authorized agents and employees, including but not limited to, PHILIP CHO, owed a duty of reasonable care to members of the general public, including the plaintiff, BRADLEY SCHAUM, in the operation of a motor vehicle.

51. As a direct and proximate result of the negligence of its authorized agents and employees, including but not limited to, PHILIP CHO, the defendant, PSE is vicariously liable for the aforementioned negligent acts or omissions.

52. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of, PHILIP CHO, the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement,

disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment be entered in his favor against the defendant, PURE SOUL ENTERTAINMENT. LLC, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT VII

Bradley Schaum – Dramshop Act against 306 N. HALSTED, Inc. d/b/a The Mid

53. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

54. On or about September 13, 2014, the defendant, 306 N. HALSTED, owned, operated, managed, maintained and did business as a dram shop commonly known as "THE MID" located at 306 North Halsted in Chicago, Illinois.

55. On or about September 13, 2014, the defendant, 306 N. HALSTED, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

56. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

57. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

58. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, BRADLEY SCHAUM,

suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

59. The plaintiff, BRADLEY SCHAUM, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment be entered in his favor against the defendant, 306 N. HALSTED, INC. d/b/a THE MID, by and through its authorized agents and employees, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT VIII

Bradley Schaum – Dramshop Act against The Hubbard House Restaurant, LLC d/b/a Hubbard Inn

60. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

61. On or about September 13, 2014, the defendant, HUBBARD INN, owned, operated, managed, maintained and did business as a dram shop at 110 West Hubbard Street in Chicago, Illinois.

62. On or about September 13, 2014, the defendant, HUBBARD INN, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

63. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

64. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

65. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

66. The plaintiff, BRADLEY SCHAUM, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment be entered in his favor against the defendant, THE HUBBARD HOUSE RESTAURANT, LLC d/b/a HUBBARD INN, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT IX

Brittney Zingsheim – Negligence against Philip Cho

67. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

68. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, individually, the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including

but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment be entered in her favor against the defendant, PHILIP CHO, individually, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT X

Brittney Zingsheim – Vicarious Negligence against Pure Soul Entertainment, LLC

69. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

70. At all times material, PHILIP CHO was acting as an actual agent of the defendant, PSE.

71. At all times material, PHILIP CHO was acting as an apparent agent of the defendant, PSE.

72. At all times material, PHILIP CHO was acting as an employee of the defendant, PSE.

73. At all times material, PHILIP CHO was acting within the course and scope of an agency or employment relationship with PSE.

74. At all relevant times, the defendant, PSE, by and through its authorized agents and employees, including but not limited to, PHILIP CHO, owed a duty of reasonable care to members of the general public, including the plaintiff, BRITTNEY ZINGSHEIM, in the operation of a motor vehicle.

75. As a direct and proximate result of the negligence of its authorized agents and employees, including but not limited to, PHILIP CHO, the defendant, PSE, is vicariously liable for the aforementioned negligent acts or omissions.

76. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PSE, by and through its authorized agents and employees, including but not limited to, PHILIP CHO, the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment be entered in her favor against the defendant, PURE SOUL ENTERTAINMENT, LLC, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT XI

Brittney Zingsheim – Dramshop Act against 306 N. HALSTED, Inc. d/b/a The Mid

77. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

78. On or about September 13, 2014, the defendant, 306 N. HALSTED, owned, operated, managed, maintained and did business as a dram shop commonly known as "THE MID" located at 306 North Halsted in Chicago, Illinois.

79. On or about September 13, 2014, the defendant, 306 N. HALSTED, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which

were consumed by him.

80. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

81. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

82. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

83. The plaintiff, BRITTNEY ZINGSHEIM, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment be entered in her favor against the defendant, 306 N. HALSTED, INC. d/b/a THE MID, by and through its authorized agents and employees, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT XII

Brittney Zingsheim – Dramshop Act against The Hubbard House Restaurant, LLC d/b/a Hubbard Inn

84. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

85. On or about September 13, 2014, the defendant, HUBBARD INN, owned, operated, managed, maintained and did business as a dram shop at 110 West Hubbard Street in Chicago, Illinois.

86. On or about September 13, 2014, the defendant, HUBBARD INN, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

87. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication and while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

88. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

89. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

90. The plaintiff, BRITTNEY ZINGSHEIM, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment be entered in her favor against the defendant, THE HUBBARD HOUSE RESTAURANT, LLC d/b/a HUBBARD INN, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT XIII

Kelsey Ibach – Dramshop Act against West Loop Management 1, LLC

91. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

92. On or about September 13, 2014, the defendant, WEST LOOP, owned, operated, managed, maintained and did business as a dram shop commonly known as "THE MID" located at 306 North Halsted in Chicago, Illinois.

93. On or about September 13, 2014, the defendant, WEST LOOP, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

94. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

95. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

96. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including

but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

97. The plaintiff, KELSEY IBACH, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment be entered in her favor against the defendant, WEST LOOP MANAGEMENT 1, LLC, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT XIV

Bradley Schaum – Dramshop Act against West Loop Management 1, LLC

98. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

99. On or about September 13, 2014, the defendant, WEST LOOP, owned, operated, managed, maintained and did business as a dram shop commonly known as "THE MID" located at 306 North Halsted in Chicago, Illinois.

100. On or about September 13, 2014, the defendant, WEST LOOP, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

101. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

102. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the

motor vehicle.

103. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

104. The plaintiff, BRADLEY SCHAUM, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014).

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment be entered in his favor against the defendant, WEST LOOP MANAGEMENT 1, LLC, by and through its authorized agents and employees, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT XV

Brittney Zingsheim – Dramshop Act against West Loop Management 1, LLC

105. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

106. On or about September 13, 2014, the defendant, WEST LOOP, owned, operated, managed, maintained and did business as a dram shop commonly known as "THE MID" located at 306 North Halsted in Chicago, Illinois.

107. On or about September 13, 2014, the defendant, WEST LOOP, by and through its authorized agents and employees, sold or gave alcoholic beverages to PHILIP CHO, which were consumed by him.

108. On or about September 13, 2014, the aforementioned consumption of alcohol by PHILIP CHO caused his intoxication.

109. On September 13, 2014, PHILIP CHO owned, operated, maintained and/or controlled the aforementioned motor vehicle while so intoxicated and as a direct and proximate result thereof, left the roadway and caused a violent collision with a utility pole and rolled the motor vehicle.

110. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of PHILIP CHO, while intoxicated, the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

111. The plaintiff, BRITTNEY ZINGSHEIM, brings this cause of action pursuant to section 6-21 of the Dramshop Act (235 ILCS 5/6-21 (2014)).

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment be entered in her favor against the defendant, WEST LOOP MANAGEMENT 1, LLC, by and through its authorized agents and employees, in a sum in excess of the jurisdictional minimum amount of FIFTY THOUSAND ($50,000.00) AND 00/100 DOLLARS.

COUNT XVI

Kelsey Ibach – Negligence against I Shar L.P.

112. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

113. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through its authorized agents and employees, owned, managed, controlled and/or maintained the property at the intersection of West Erie Street and North Union Avenue, where the motor vehicle went off the embankment.

114. At all times relevant, the defendant, I SHAR, L.P., by and through is authorized agents and employees, had a duty to exercise ordinary care in the ownership and maintenance of the aforesaid property.

115. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through is authorized agents and employees, knew or should have known that the aforesaid property at the intersection of West Erie Street and North Union Avenue in Chicago was in a defective and unsafe condition because the unprotected embankment presented an unreasonable risk of harm.

116. On September 13, 2014, motor vehicle owned, operated, maintained and/or controlled by the defendant, PHILIP CHO, left the roadway and caused a violent collision with a utility pole and the motor vehicle went off the aforesaid unprotected embankment at the intersection of West Erie Street and North Union Avenue.

117. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through is authorized agents and employees, was negligent in one or more of the following respects:

(a) Failed to recognize unsafe condition of unprotected embankment;

(b) Failed to properly and/or adequately maintain the aforesaid property in a reasonably safe condition;

(c) Permitted the aforesaid property to remain in the state of disrepair;

(d) Failed to warn of the unreasonably dangerous condition;

(e) Was otherwise careless and/or negligent.

118. As a direct and proximate result of one or more of the aforementioned negligent

acts or omissions of I SHAR, L.P., the plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment against the defendant, I SHAR, L.P., by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XVII

Bradley Schaum – Negligence against I Shar L.P.

119. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

120. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through its authorized agents and employees, owned, managed, controlled and/or maintained the property at the intersection of West Erie Street and North Union Avenue, where the motor vehicle went off the embankment.

121. At all times relevant, the defendant, I SHAR, L.P., by and through is authorized agents and employees, had a duty to exercise ordinary care in the ownership and maintenance of the aforesaid property.

122. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through is authorized agents and employees, knew or should have known that the aforesaid property at the intersection of West Erie Street and North Union Avenue in Chicago was in a defective and unsafe condition because the unprotected embankment presented an unreasonable risk of harm.

123. On September 13, 2014, motor vehicle owned, operated, maintained and/or controlled by the defendant, PHILIP CHO, left the roadway and caused a violent collision with a utility pole and the motor vehicle went off the aforesaid unprotected embankment at the intersection of West Erie Street and North Union Avenue.

124. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through is authorized agents and employees, was negligent in one or more of the following respects:

(a) Failed to recognize unsafe condition of unprotected embankment;

(b) Failed to properly and/or adequately maintain the aforesaid property in a reasonably safe condition;

(c) Permitted the aforesaid property to remain in the state of disrepair;

(d) Failed to warn of the unreasonably dangerous condition;

(e) Was otherwise careless and/or negligent.

125. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of I SHAR, L.P., the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment against the defendant, I SHAR, L.P., by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XVIII

Brittney Zingsheim – Negligence against I Shar L.P.

126. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one (1) through eighteen (18) as if fully set forth herein.

127. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through its authorized agents and employees, owned, managed, controlled and/or maintained the property at the intersection of West Erie Street and North Union Avenue, where the motor vehicle went off the embankment.

128. At all times relevant, the defendant, I SHAR, L.P., by and through is authorized agents and employees, had a duty to exercise ordinary care in the ownership and maintenance of the aforesaid property.

129. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through is authorized agents and employees, knew or should have known that the aforesaid property at the intersection of West Erie Street and North Union Avenue in Chicago, Illinois 60654 was in a defective and unsafe condition because the unprotected embankment presented an unreasonable risk of harm.

130. On September 13, 2014, motor vehicle owned, operated, maintained and/or controlled by the defendant, PHILIP CHO, left the roadway and caused a violent collision with a utility pole and the motor vehicle went off the aforesaid unprotected embankment at the intersection of West Erie Street and North Union Avenue.

131. On and before September 13, 2014, the defendant, I SHAR, L.P., by and through is authorized agents and employees, was negligent in one or more of the following respects:

(a) Failed to recognize unsafe condition of unprotected embankment;

(b) Failed to properly and/or adequately maintain the aforesaid property in a reasonably safe condition;

(c) Permitted the aforesaid property to remain in the state of disrepair;

(d) Failed to warn of the unreasonably dangerous condition;

(e) Was otherwise careless and/or negligent.

132. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of I SHAR, L.P., the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment against the defendant, I SHAR, L.P., by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XIX

Kelsey Ibach – Negligence against City of Chicago

133. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through seventeen (17) as if fully set forth herein.

134. On and before September 13, 2014, the defendant, CITY OF CHICAGO, owned the property at the terminus of West Erie Street at North Union Avenue, where the motor vehicle went off the embankment.

135. On and before September 13, 2014, the defendant, CITY OF CHICAGO, controlled the property at the terminus of West Erie Street at North Union Avenue, where the motor vehicle went off the embankment.

136. On and before September 13, 2014, the defendant, CITY OF CHICAGO, maintained the property at the terminus of West Erie Street at North Union Avenue, where the motor vehicle went off the embankment.

137. At all times relevant, the defendant, CITY OF CHICAGO, by and through its authorized agents and employees, had a duty to exercise ordinary care to maintain its property in a reasonable safe condition.

138. Before 1971, West Erie Street did not terminate at North Union Avenue; instead, it continued eastward across the Erie Street bridge.

139. In 1971, the defendant, CITY OF CHICAGO, removed the Erie Street bridge.

140. After the defendant, CITY OF CHICAGO, removed the Erie Street bridge, the defendant, CITY OF CHICAGO, installed temporary wooden barricades at the top of the embankment where the Erie Street bridge was previously located.

141. When the defendant, CITY OF CHICAGO, installed the barricades they blocked the entirety of the top of the embankment.

142. Over the years following 1971, until and including September 13, 2014, the defendant, CITY OF CHICAGO, maintained the barricades and property at the terminus of West Erie Street at North Union Avenue by positioning barricades, replacing barricades as necessary, and standing up barricades that had been knocked over.

143. The barricades initially installed by the defendant, CITY OF CHICAGO, had reflectors and other visual warnings to alert motorists to the dangerous condition of the property.

144. Before September 13, 2014, the defendant, CITY OF CHICAGO, maintained its barricades and property, in part, by replacing the wooden barricades with concrete barricades.

145. The foregoing concrete barriers installed by the defendant, CITY OF CHICAGO, were not secured to the ground.

146. The foregoing concrete barriers installed by the defendant, CITY OF CHICAGO, were not secured to one another.

147. The foregoing concrete barriers installed by the defendant, CITY OF CHICAGO, were intended to be temporary.

148. The foregoing concrete barriers were installed by the defendant, CITY OF CHICAGO, on the roadway surface at the intersection of West Erie Street and North Union Avenue.

149. Before September 13, 2014, when the defendant, CITY OF CHICAGO, installed the foregoing concrete barriers along the top of the embankment at the terminus of West Erie Street at North Union Avenue, it failed to block the entirety of the top of the embankment.

150. Before September 13, 2014, when the defendant, CITY OF CHICAGO, installed the foregoing concrete barriers along the top of the embankment at the terminus of West Erie Street at North Union Avenue, it left a gap between the barricades and a private driveway immediately to the south on North Union Avenue.

151. The foregoing concrete barriers installed by the defendant, CITY OF CHICAGO, did not have reflectors or other visual warnings to alert motorists to the dangerous condition of the property.

152. Between 1971 and September 13, 2014, the defendant, CITY OF CHICAGO, voluntarily undertook the foregoing maintenance of its barriers and property.

153. On and before September 13, 2014, West Erie Street sloped upward from North Halsted toward its terminus at North Union Avenue.

154. During his discovery deposition, PHILIP CHO testified that on the evening in question and in the moments leading up to the crash, he was looking for an on-ramp to the highway and believed as he was traveling eastbound on West Erie Street that he was actually accessing the on-ramp to Interstate Highway 90/94.

155. On and before September 13, 2014, there was a private driveway connected to the east side of North Union Avenue, immediately to the south of the embankment where the motor vehicle went off the embankment.

156. On and before September 13, 2014, the private driveway sloped upward from North Union Avenue to a private elevated parking area.

157. On September 13, 2014, at the time the motor vehicle went off the embankment, it was night and the sun was fully set, but there were inadequate street lights to sufficiently illuminate the roadway at the intersection of West Erie Street and North Union Avenue.

158. On September 13, 2014, at the time of the motor vehicle went off the embankment, the private driveway and elevated parking area were artificially illuminated by commercial parking lot lights.

159. On September 13, 2014, at the time the motor vehicle went off the embankment, the private driveway and elevated parking area were significantly more illuminated than the roadway at West Erie Street and North Union Avenue.

160. On and before September 13, 2014, Interstate Highway 90/94 ran in a generally east/west direction immediately to the south of the private driveway and elevated parking area.

161. On September 13, 2014, at the time the motor vehicle went off the embankment, the combination of the upward sloping roadway and upward sloping private driveway, the inadequate lighting of the roadway, the brighter artificial illumination of the private driveway and

parking area, and the proximity to Interstate Highway 90/94 caused an optical illusion that distracted PHILIP CHO into believing he was entering an on-ramp to Interstate Highway 90/94.

162. On and before September 13, 2014, as set forth above, the foregoing distraction to motorists was or should have been foreseeable to the defendant, CITY OF CHICAGO, because the defendant, CITY OF CHICAGO, had employees and/or authorized agents performing maintenance on the barriers at the area where the dangerous condition existed and the motor vehicle went off the embankment.

163. On and before September 13, 2014, the defendant, CITY OF CHICAGO, had actual knowledge of the unreasonably dangerous condition on its property because the defendant, CITY OF CHICAGO, had employees and/or authorized agents performing maintenance on the barricades at the area where the dangerous condition existed, including but not limited to, positioning barriers, replacing barriers as necessary, and standing up barricades that had been knocked over.

164. On and before September 13, 2014, the defendant, CITY OF CHICAGO, had constructive knowledge of the unreasonably dangerous condition on its property because the defendant, CITY OF CHICAGO, had employees and/or authorized agents performing various maintenance tasks at the area where the dangerous condition existed, including but not limited to, posting no-parking signs, performing underground utilities work, and street resurfacing on West Erie Street at North Union Avenue.

165. On and before September 13, 2014, the defendant, CITY OF CHICAGO, knew or should have known that the unprotected embankment at the intersection of West Erie Street and North Union Avenue was unreasonably dangerous.

166. In August 2008, City of Chicago, Department of Project Development, began investigating a project to make improvements to the roadway and its adjacent property at or near the intersection of West Erie Street and North Union Avenue.

167. On or about September 4, 2008, the defendant, CITY OF CHICAGO, performed an inspection of City property at or near the intersection of West Erie Street and North Union Avenue.

168. During the above inspection, the defendant, CITY OF CHICAGO, recognized that only temporary jersey barriers existed to protect the public from the embankment adjacent to the roadway.

169. During the above inspection, the defendant, CITY OF CHICAGO, recognized that the existing roadway and adjacent property, including the unprotected embankment, did not meet City public way safety standards.

170. On or about September 2008, the defendant, CITY OF CHICAGO, recognized that to maintain the above property in a reasonably safe condition required a permanent barrier at to prevent motor vehicles from accidentally going over the embankment.

171. In 2011, the defendant, CITY OF CHICAGO, conducted further inspection and investigation of its property at or near the intersection of West Erie Street and North Union.

172. On May 25, 2011, a meeting was held at the defendant, CITY OF CHICAGO, Department of Transportation Offices located at 30 North LaSalle Street to review proposed improvements to the street and parkway at or near the intersection of West Erie Street and North Union Avenue.

173. A subject of the meeting on May 25, 2011, was that the embankment adjacent to the intersection of West Erie Street and North Union Avenue lacked adequate crash worth

vehicular restraint and methods to cure the unsafe condition.

174. During the meeting of May 25, 2011, the defendant, CITY OF CHICAGO, Department of Transportation discussed alternative vehicular restraints for the embankment, including a concrete wall, Wyoming rail, or jersey barriers.

175. As a result of the meeting of May 25, 2011, the defendant, CITY OF CHICAGO, Department of Transportation, voluntarily undertook to design and implement a vehicular restraint above the embankment per requirements of the American Association of State and Highway Traffic Officials (AASHTO).

176. Between the meeting of May 25, 2011 and the crash of September 13, 2014, the defendant, CITY OF CHICAGO, failed to implement any new temporary or permanent vehicular restraint, as required by AASHTO or otherwise, above the unprotected embankment.

177. On October 1, 2012, the defendant, CITY OF CHICAGO, conducted another inspection of the roadway and adjacent property at or near the intersection of West Erie Street and North Union Avenue.

178. Based upon that inspection, the defendant, CITY OF CHICAGO, again observed the unprotected embankment and recognized that crash protection was needed.

179. Between October 1, 2012 and the crash on September 13, 2014, the Defendant, CITY OF CHICAGO, failed to implement any new temporary or permanent vehicular restraint, as required by AASHTO or otherwise, above the unprotected embankment.

180. In October of 2012, the defendant CITY OF CHICAGO began the construction project at the intersection of West Erie Street and North Union Avenue, which imcluded, in part, that a permanent cast in place jersey wall be built to protect vehicles from accidentally going over the embankment.

181. In early 2013, the defendant, CITY OF CHICAGO, produced plans that included a permanent cast in place jersey wall be built to protect vehicles from accidentally going over the embankment.

182. The above plans called for temporary barriers to extend across the entirety of the unprotected embankment during construction.

183. During the above construction project, the defendant, CITY OF CHICAGO, did not employ temporary or permanent barriers to protect vehicles from accidentally going over the unprotected portion of the embankment.

184. During the above construction project, the defendant, CITY OF CHICAGO failed to implement temporary or permanent barriers above the embankment when it knew that the property was not crash worthy.

185. On and before September 13, 2014, the defendant, CITY OF CHICAGO, by and through its authorized agents and employees, was negligent in one or more of the following respects:

(a) Failed to complete the installation of replacement concrete barricades at the top of the unprotected embankment;

(b) Failed to recognize the unsafe condition of the gap over the unprotected embankment;

(c) Positioned the replacement concrete barriers in a manner which left a gap between the barricades and private driveway leaving an unprotected embankment;

(d) Failed to replace reflectors or other visual warnings to alert motorists to the dangerous condition of the property when replacing the wooden barricades with concrete barriers;

(e) Failed to warn of the unreasonably dangerous condition through the use of signage and/or reflectors;

(f) Failed to properly and/or adequately maintain the aforesaid property in a reasonably safe condition;

(g) Failed to take reasonable measures to secure the embankment with temporary or permanent barriers; and/or

(h) Failed to implement a temporary traffic control plan to protect drivers from the unprotected embankment during a construction project.

186. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of the CITY OF CHICAGO, plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment against the defendant, CITY CHICAGO, by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XX

Bradley Schaum – Negligence against City of Chicago

187. The plaintiff, BRADLEY SCHAUM, incorporated each and every allegation set forth in paragraphs one hundred thirty-three (133) through one hundred eighty five (185) as if fully set forth herein.

188. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of CITY OF CHICAGO, the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment against the defendant, CITY CHICAGO, by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XXI

Brittney Zingsheim – Negligence against City of Chicago

189. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one hundred thirty-three (133) through one hundred eighty five (185) as if fully set forth herein.

190. As a direct and proximate result of one or more of the aforementioned negligent acts or omissions of CITY OF CHICAGO, the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment against the defendant, CITY CHICAGO, by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XXII

Kelsey Ibach – Willful and Wanton Conduct against City of Chicago

191. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one hundred thirty-three (133) through one hundred eighty five (185) as if fully set forth herein.

192. At all times relevant, the defendant, CITY OF CHICAGO, had a duty to exercise

ordinary care and refrain from willful and wanton conduct in its ownership and maintenance of the aforesaid property.

193. On and before September 13, 2014, the defendant, CITY OF CHICAGO, by and through its authorized agents and employees, acted with utter indifference to or conscious disregard to the safety of others, failed to act willfully and wantonly in one or more of the following respects:

(a) Willfully and wantonly failed to complete the installation of replacement concrete barricades at the top of the unprotected embankment;

(b) Willfully and wantonly failed to recognize the unsafe condition of the gap over the unprotected embankment;

(c) Willfully and wantonly positioned the replacement concrete barricades in a manner which left a gap between the barriers and private driveway leaving an unprotected embankment;

(d) Willfully and wantonly failed to replace reflectors or other visual warnings to alert motorists to the dangerous condition of the property when replacing the wooden barriers with concrete barriers;

(e) Willfully and wantonly failed to warn of the unreasonably dangerous condition through the use of signage and/or reflectors; and/or

(f) Willfully and wantonly failed to properly and/or adequately maintain the aforesaid property in a reasonably safe condition.

194. As a direct and proximate result of one or more of the aforementioned willful and wanton acts or omissions of CITY OF CHICAGO, the plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment against the defendant, CITY CHICAGO, by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XXIII

Bradley Schaum – Willful and Wanton Conduct against City of Chicago

195. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one hundred seventy-one (171) through one hundred ninety three (193) as if fully set forth herein.

196. As a direct and proximate result of one or more of the aforementioned willful and wanton acts or omissions of CITY OF CHICAGO, the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment against the defendant, CITY CHICAGO, by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XXIV

Brittney Zingsheim – Willful and Wanton Conduct against City of Chicago

197. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one hundred seventy-one (171) through one hundred ninety three (193) as if fully set forth herein.

198. As a direct and proximate result of one or more of the aforementioned willful and

wanton acts or omissions of CITY OF CHICAGO, the plaintiff, BRITTNEY ZINGSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.186.

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment against the defendant, CITY CHICAGO, by and through its authorized agents and employees, in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XXV

Kelsey Ibach – Negligence against 306 N. Halsted, Inc. d/b/a The Mid and Pure Soul Entertainment, LLC

199. The plaintiff, KELSEY IBACH, incorporates each and every allegation set forth in paragraphs one (1) through seventeen (17) as if fully set forth herein.

200. At all times material, the defendant, PSE, by and through its authorized agents and employees, was acting as the actual agent of the defendant, 306 N. HALSTED.

201. At all times material, the defendant, PSE, by and through its authorized agents and employees, was acting as the apparent agent of the defendant, 306 N. HALSTED.

202. All times material, the defendant, PHILIP CHO, was acting within the course and scope of an agency or employment relationship with the defendants, PSE and/or 306 N. HALSTED.

203. At all times material, the defendant PSE was acting within the course and scope of an agency or employment relationship with the defendant, 306 N. HALSTED.

204. At all times material, the defendants, PSE and 306 N. HALSTED, were engaged in and acting in a joint venture relationship.

205. At all times material, the defendants, PSE and 306 N. HALSTED, were engaged in and acting in a partnership relationship.

206. At all times material, the defendants, PSE and 306 N. HALSTED, by and through their authorized agents and employees, owed a duty of reasonable care to members of the public, including the plaintiff, KELSEY IBACH.

207. On and before September 13, 2014, the defendants, PSE and 306 N. HALSTED, entered into a partnership agreement to co-host parties for their common benefit of shared profits.

208. On numerous occasions prior to and on September 13, 2014, the defendants, PSE and 306 N. HALSTED, co-hosted parties at The Mid and other locations where both defendants participated in organizing, advertising, marketing, producing, entertainment and hosting.

209. On numerous occasions prior to and on September 13, 2014, the defendants, PSE and 306 N. HALSTED, regularly and continually engaged in the business of co-hosting parties to achieve a community of interest in profits by collecting a monetary cover charge from guests.

210. On and before September 13, 2014, the defendant, PSE, entered an agreement with the defendant, 306 N. HALSTED, to represent 306 N. HALSTED, in negotiating with the public on behalf of 306 N. HALSTED, to host parties at The Mid, including but not limited to, scheduling the event, contracting with entertainment, providing food and beverage and negotiating and collecting the fees from the customer.

211. On and before September 13, 2014, the defendant, PSE, was engaged in an agreement with 306 N. HALSTED, to transact business on behalf of 306 N. HALSTED, including but not limited to, entering contracts with potential customers for private parties, entering contracts with live entertainers, including deejays, and other transactions common to the night club business.

212. On and before September 13, 2014, the defendant, PSE, managed affairs of the

defendant, 306 N. HALSTED, including but not limited to, by creating and disseminating advertising and other promotional materials, negotiating the terms of contracts with live entertainers, including deejays, to perform at The Mid and making payments for the provision of those services, and acted as the on-site manager and host at parties at The Mid.

213. On and before September 13, 2014, the defendant, 306 N. HALSTED, had the right to control the defendant, PSE, because 306 N. HALSTED could terminate the agreement with PSE.

214. On and before September 13, 2014, the defendant, 306 N. HALSTED, had the right to control the defendant, PSE, because 306 N. HALSTED had a right to discharge PSE, by and through its authorized agent and employee, PHILIP CHO.

215. On and before September 13, 2014, the defendant, 306 N. HALSTED, provided the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, with tools, material and equipment to market, advertise, promote and produce parties, including but not limited to, computers, websites, mailing lists, deejay equipment, including lights, speakers and other electronic equipment.

216. On and before September 13, 2014, at all times material, the defendant, PSE, was acting within the scope of authority with regard to its transaction of business, management of the affairs and services for the benefit of the defendant, 306 N. HALSTED.

217. On and before September 13, 2014, and at all times material, the defendant, PSE, was conducting activities that were contemplated by the defendant, 306 N. HALSTED, as part of a course of conduct and activities for the benefit of the defendant, 306 N. HALSTED.

218. Before September 13, 2014, the defendants, 306 N. HALSTED and PSE, jointly agreed to co-host a party on September 13, 2014, that was to begin at The Mid and would continue

at another location after The Mid closed.

219. The defendants, 306 N. HALSTED and PSE, jointly created and disseminated advertising for the party on September 13, 2014, including on their respective company websites, through Facebook, Twitter, Instagram and other social media outlets.

220. The defendants, PSE and 306 N. HALSTED, jointly promoted the party on September 13, 2014, including by flyer, word of mouth, text messaging, email and other electronic means.

221. Potential guests of the party, including but not limited to the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM, BRITTNEY ZINGSHEIM and KARA PRINCIPIE, relied upon the joint advertising and promotion created and disseminated by the defendants, 306 N. HALSTED and PSE, in choosing to attend the co-hosted party on September 13, 2014.

222. The aforesaid advertising prepared by the defendants, PSE and 306 N. HALSTED, included the names and logos of both PSE and The Mid.

223. The defendants, PSE and 306 N. HALSTED, jointly determined the two locations of the party.

224. The defendants, PSE and 306 N. HALSTED, jointly determined the start and end times of the party of September 13, 2014.

225. The defendants, PSE and 306 N. HALSTED, jointly hired and paid DJ's to provide entertainment at the party.

226. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, charged guests to the party a single monetary cover charge when entering The Mid, in exchange for admission, alcohol and entertainment at both locations.

227. The defendants, 306 N. HALSTED and PSE, jointly determined the amount of aforesaid cover charge.

228. The defendants, 306 N. HALSTED and PSE, jointly collected the aforesaid cover charges.

229. In order to gain admission to the party on September 13, 2014, guests were required to state a password to security personnel at the door.

230. The defendants, 306 N. HALSTED and PSE, jointly created the aforesaid password and disseminated it to people that were invited to the party.

231. Guests that provided the password when entering The Mid on September 13, 2014, were given admission, alcohol and entertainment at a discounted price compared to patrons not attending the party.

232. On September 13, 2014, the defendant, 306 N. HALSTED, provided alcohol for guests of the co-hosted party.

233. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, jointly provided alcohol for consumption at the after-hours portion of the party at the private residence.

234. The defendant, 306 N. HALSTED, provided the first location co-hosted party on September 13, 2014, including but not limited to, The Mid Nightclub, dance floor, VIP area and private rooms.

235. The defendant, PSE. provided the second location of the co-hosted party at the private residence.

236. The defendants, 306 N. HALSTED and PSE, jointly provided staff for the co-hosted party on September 13, 2014, including but not limited to, bartenders, servers, cocktail waitresses, bouncers, security and DJ's.

237. At the party on September 13, 2014, the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, received free alcohol from 306 N. HALSTED.

238. At the party on September 13, 2014, PHILIP CHO, had authority and used authority from the defendant, 306 N. HALSTED, to direct employees and agents of 306 N. HALSTED to provide service to guests at the party.

239. At the party on September 13, 2014, PHILIP CHO, went behind the bar at The Mid and gave directions to employees at 306 N. HALSTED.

240. At the party on September 13, 2014, the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, mixed and served alcoholic drinks for guests.

241. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, shared in the profits realized from the cover charge paid by guests to the party of September 13, 2014.

242. On September 13, 2014, the defendant, 306 N. HALSTED, provided PSE with alcohol intended for consumption by guests at the after-hours portion of the party at another location.

243. Guests were enticed to attend the party on September 13, 2014, with the promise that the party would continue at a private residence after The Mid closed.

244. On numerous occasions prior to and at the party on September 13, 2014, PHILIP CHO, collected e-mail addresses, phone numbers and Facebook usernames from party guests in order to further promote parties co-hosted by PSE and 306 N. HALSTED.

245. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, by and through its authorized agent and employee, PHILIP CHO, voluntarily undertook to transport the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM, BRITTNEY ZINGSHEIM and KARA PRINCIPIE, in a motor vehicle from The Mid to the after-hours portion of the party at the second

location.

246. On September 13, 2014, while driving the plaintiff, KELSEY IBACH, from The Mid to the after-hours portion of the party at the private residence, the motor vehicle being operated by PHILIP CHO left the roadway and went off the embankment at the terminus of West Erie Street at North Union Avenue.

247. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, were negligent in one or more of the following respects:

a. Carelessly and negligently operated, owned, managed, maintained, controlled, and drove a motor vehicle into a collision with the plaintiff;

b. Carelessly and negligently operated a motor vehicle without keeping proper lookout;

c. Carelessly and negligently proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions, or which endangered the safety of person or property in violation of 625 ILCS 5/11-601;

d. Carelessly and negligently failed to equip said vehicle with adequate brakes, in violation of 625 ILCS 5/12-301;

e. Carelessly and negligently failed to give audible warning with his horn when such warning was reasonably necessary to insure safety, in violation of 625 ILCS 5/12-601;

f. Carelessly and negligently failed to exercise due care in violation of 625 ILCS 5/11-1003;

248. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of the defendants, 306 N. HALSTED and PSE, the plaintiff, KELSEY IBACH, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, KELSEY IBACH, demands judgment against the defendants, 306 N. HALSTED, INC. d/b/a THE MID and PURE SOLE ENTERTAINMENT in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XXVI

Bradley Schaum – Negligence against 306 N. Halsted, Inc. d/b/a The Mid and Pure Soul Entertainment, LLC

249. The plaintiff, BRADLEY SCHAUM, incorporates each and every allegation set forth in paragraphs one (1) through seventeen (17) as if fully set forth herein.

250. At all times material, the defendant, PSE, by and through its authorized agents and employees, was acting as the actual agent of the defendant, 306 N. HALSTED.

251. At all times material, the defendant, PSE, by and through its authorized agents and employees, was acting as the apparent agent of the defendant, 306 N. HALSTED.

252. All times material, the defendant, PHILIP CHO, was acting within the course and scope of an agency or employment relationship with the defendants, PSE and/or 306 N. HALSTED.

253. At all times material, the defendant PSE was acting within the course and scope of an agency or employment relationship with the defendant, 306 N. HALSTED.

254. At all times material, the defendants, PSE and 306 N. HALSTED, were engaged in and acting in a joint venture relationship.

255. At all times material, the defendants, PSE and 306 N. HALSTED, were engaged in and acting in a partnership relationship.

256. At all times material, the defendants, PSE and 306 N. HALSTED, by and through their authorized agents and employees, owed a duty of reasonable care to members of the public, including the plaintiff, BRADLEY SCHAUM.

257. On and before September 13, 2014, the defendants, PSE and 306 N. HALSTED, entered into a partnership agreement to co-host parties for their common benefit of shared profits.

258. On numerous occasions prior to and on September 13, 2014, the defendants, PSE and 306 N. HALSTED, co-hosted parties at The Mid and other locations where both defendants participated in organizing, advertising, marketing, producing, entertainment and hosting.

259. On numerous occasions prior to and on September 13, 2014, the defendants, PSE and 306 N. HALSTED, regularly and continually engaged in the business of co-hosting parties to achieve a community of interest in profits by collecting a monetary cover charge from guests.

260. On and before September 13, 2014, the defendant, PSE, entered an agreement with the defendant, 306 N. HALSTED, to represent 306 N. HALSTED, in negotiating with the public on behalf of 306 N. HALSTED, to host parties at The Mid, including but not limited to, scheduling the event, contracting with entertainment, providing food and beverage and negotiating and collecting the fees from the customer.

261. On and before September 13, 2014, the defendant, PSE, was engaged in an agreement with 306 N. HALSTED, to transact business on behalf of 306 N. HALSTED, including but not limited to, entering contracts with potential customers for private parties, entering contracts with live entertainers, including deejays, and other transactions common to the night club business.

262. On and before September 13, 2014, the defendant, PSE, managed affairs of the defendant, 306 N. HALSTED, including but not limited to, by creating and disseminating advertising and other promotional materials, negotiating the terms of contracts with live entertainers, including deejays, to perform at The Mid and making payments for the provision of those services, and acted as the on-site manager and host at parties at The Mid.

263. On and before September 13, 2014, the defendant, 306 N. HALSTED, had the right

to control the defendant, PSE, because 306 N. HALSTED could terminate the agreement with PSE.

264. On and before September 13, 2014, the defendant, 306 N. HALSTED, had the right to control the defendant, PSE, because 306 N. HALSTED had a right to discharge PSE, by and through its authorized agent and employee, PHILIP CHO.

265. On and before September 13, 2014, the defendant, 306 N. HALSTED, provided the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, with tools, material and equipment to market, advertise, promote and produce parties, including but not limited to, computers, websites, mailing lists, deejay equipment, including lights, speakers and other electronic equipment.

266. On and before September 13, 2014, at all times material, the defendant, PSE, was acting within the scope of authority with regard to its transaction of business, management of the affairs and services for the benefit of the defendant, 306 N. HALSTED.

267. On and before September 13, 2014, and at all times material, the defendant, PSE, was conducting activities that were contemplated by the defendant, 306 N. HALSTED, as part of a course of conduct and activities for the benefit of the defendant, 306 N. HALSTED.

268. Before September 13, 2014, the defendants, 306 N. HALSTED and PSE, jointly agreed to co-host a party on September 13, 2014, that was to begin at The Mid and would continue at another location after The Mid closed.

269. The defendants, 306 N. HALSTED and PSE, jointly created and disseminated advertising for the party on September 13, 2014, including on their respective company websites, through Facebook, Twitter, Instagram and other social media outlets.

270. The defendants, PSE and 306 N. HALSTED, jointly promoted the party on

September 13, 2014, including by flyer, word of mouth, text messaging, email and other electronic means.

271. Potential guests of the party, including but not limited to the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM, BRITTNEY ZINGSHEIM and KARA PRINCIPIE, relied upon the joint advertising and promotion created and disseminated by the defendants, 306 N. HALSTED and PSE, in choosing to attend the co-hosted party on September 13, 2014.

272. The aforesaid advertising prepared by the defendants, PSE and 306 N. HALSTED, included the names and logos of both PSE and The Mid.

273. The defendants, PSE and 306 N. HALSTED, jointly determined the two locations of the party.

274. The defendants, PSE and 306 N. HALSTED, jointly determined the start and end times of the party of September 13, 2014.

275. The defendants, PSE and 306 N. HALSTED, jointly hired and paid DJ's to provide entertainment at the party.

276. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, charged guests to the party a single monetary cover charge when entering The Mid, in exchange for admission, alcohol and entertainment at both locations.

277. The defendants, 306 N. HALSTED and PSE, jointly determined the amount of aforesaid cover charge.

278. The defendants, 306 N. HALSTED and PSE, jointly collected the aforesaid cover charges.

279. In order to gain admission to the party on September 13, 2014, guests were required to state a password to security personnel at the door.

280. The defendants, 306 N. HALSTED and PSE, jointly created the aforesaid password and disseminated it to people that were invited to the party.

281. Guests that provided the password when entering The Mid on September 13, 2014, were given admission, alcohol and entertainment at a discounted price compared to patrons not attending the party.

282. On September 13, 2014, the defendant, 306 N. HALSTED, provided alcohol for guests of the co-hosted party.

283. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, jointly provided alcohol for consumption at the after-hours portion of the party at the private residence.

284. The defendant, 306 N. HALSTED, provided the first location co-hosted party on September 13, 2014, including but not limited to, The Mid Nightclub, dance floor, VIP area and private rooms.

285. The defendant, PSE. provided the second location of the co-hosted party at the private residence.

286. The defendants, 306 N. HALSTED and PSE, jointly provided staff for the co-hosted party on September 13, 2014, including but not limited to, bartenders, servers, cocktail waitresses, bouncers, security and DJ's.

287. At the party on September 13, 2014, the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, received free alcohol from 306 N. HALSTED.

288. At the party on September 13, 2014, PHILIP CHO, had authority and used authority from the defendant, 306 N. HALSTED, to direct employees and agents of 306 N. HALSTED to provide service to guests at the party.

289. At the party on September 13, 2014, PHILIP CHO, went behind the bar at The Mid

and gave directions to employees at 306 N. HALSTED.

290. At the party on September 13, 2014, the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, mixed and served alcoholic drinks for guests.

291. On September 13, 2014 the defendants, 306 N. HALSTED and PSE, shared in the profits realized from the cover charge paid by guests to the party of September 13, 2014.

292. On September 13, 2014, the defendant, 306 N. HALSTED, provided PSE with alcohol intended for consumption by guests at the after-hours portion of the party at another location.

293. Guests were enticed to attend the party on September 13, 2014, with the promise that the party would continue at a private residence after The Mid closed.

294. On numerous occasions prior to and at the party on September 13, 2014, PHILIP CHO, collected e-mail addresses, phone numbers and Facebook usernames from party guests in order to further promote parties co-hosted by PSE and 306 N. HALSTED.

295. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, by and through its authorized agent and employee, PHILIP CHO, voluntarily undertook to transport the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM, BRITTNEY ZINGSHEIM and KARA PRINCIPIE, in a motor vehicle from The Mid to the after-hours portion of the party at the second location.

296. On September 13, 2014, while driving the plaintiff, BRADLEY SCHAUM, from The Mid to the after-hours portion of the party at the private residence, the motor vehicle being operated by PHILIP CHO left the roadway and went off the embankment at the terminus of West Erie Street at North Union Avenue.

297. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, were egligent

in one or more of the following respects:

a. Carelessly and negligently operated, owned, managed, maintained, controlled, and drove a motor vehicle into a collision with the plaintiff;

b. Carelessly and negligently operated a motor vehicle without keeping proper lookout;

c. Carelessly and negligently proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions, or which endangered the safety of person or property in violation of 625 ILCS 5/11-601;

d. Carelessly and negligently failed to equip said vehicle with adequate brakes, in violation of 625 ILCS 5/12-301;

e. Carelessly and negligently failed to give audible warning with his horn when such warning was reasonably necessary to insure safety, in violation of 625 ILCS 5/12-601;

f. Carelessly and negligently failed to exercise due care in violation of 625 ILCS 5/11-1003;

298. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of the defendants, 306 N. HALSTED and PSE, the plaintiff, BRADLEY SCHAUM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRADLEY SCHAUM, demands judgment against the defendants, 306 N. HALSTED, INC. d/b/a THE MID and PURE SOLE ENTERTAINMENT in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).

COUNT XXVII

Brittney Zingsheim – Negligence against 306 N. Halsted, Inc. d/b/a The Mid and

Pure Soul Entertainment, LLC

299. The plaintiff, BRITTNEY ZINGSHEIM, incorporates each and every allegation set forth in paragraphs one (1) through seventeen (17) as if fully set forth herein.

300. At all times material, the defendant, PSE, by and through its authorized agents and employees, was acting as the actual agent of the defendant, 306 N. HALSTED.

301. At all times material, the defendant, PSE, by and through its authorized agents and employees, was acting as the apparent agent of the defendant, 306 N. HALSTED.

302. All times material, the defendant, PHILIP CHO, was acting within the course and scope of an agency or employment relationship with the defendants, PSE and/or 306 N. HALSTED.

303. At all times material, the defendant PSE was acting within the course and scope of an agency or employment relationship with the defendant, 306 N. HALSTED.

304. At all times material, the defendants, PSE and 306 N. HALSTED, were engaged in and acting in a joint venture relationship.

305. At all times material, the defendants, PSE and 306 N. HALSTED, were engaged in and acting in a partnership relationship.

306. At all times material, the defendants, PSE and 306 N. HALSTED, by and through their authorized agents and employees, owed a duty of reasonable care to members of the public, including the plaintiff, BRITTNEY ZINGSHEIM.

307. On and before September 13, 2014, the defendants, PSE and 306 N. HALSTED, entered into a partnership agreement to co-host parties for their common benefit of shared profits.

308. On numerous occasions prior to and on September 13, 2014, the defendants, PSE and 306 N. HALSTED, co-hosted parties at The Mid and other locations where both defendants

participated in organizing, advertising, marketing, producing, entertainment and hosting.

309. On numerous occasions prior to and on September 13, 2014, the defendants, PSE and 306 N. HALSTED, regularly and continually engaged in the business of co-hosting parties to achieve a community of interest in profits by collecting a monetary cover charge from guests.

310. On and before September 13, 2014, the defendant, PSE, entered an agreement with the defendant, 306 N. HALSTED, to represent 306 N. HALSTED, in negotiating with the public on behalf of 306 N. HALSTED, to host parties at The Mid, including but not limited to, scheduling the event, contracting with entertainment, providing food and beverage and negotiating and collecting the fees from the customer.

311. On and before September 13, 2014, the defendant, PSE, was engaged in an agreement with 306 N. HALSTED, to transact business on behalf of 306 N. HALSTED, including but not limited to, entering contracts with potential customers for private parties, entering contracts with live entertainers, including deejays, and other transactions common to the night club business.

312. On and before September 13, 2014, the defendant, PSE, managed affairs of the defendant, 306 N. HALSTED, including but not limited to, by creating and disseminating advertising and other promotional materials, negotiating the terms of contracts with live entertainers, including deejays, to perform at The Mid and making payments for the provision of those services, and acted as the on-site manager and host at parties at The Mid.

313. On and before September 13, 2014, the defendant, 306 N. HALSTED, had the right to control the defendant, PSE, because 306 N. HALSTED could terminate the agreement with PSE.

314. On and before September 13, 2014, the defendant, 306 N. HALSTED, had the right to control the defendant, PSE, because 306 N. HALSTED had a right to discharge PSE, by and

through its authorized agent and employee, PHILIP CHO.

315. On and before September 13, 2014, the defendant, 306 N. HALSTED, provided the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, with tools, material and equipment to market, advertise, promote and produce parties, including but not limited to, computers, websites, mailing lists, deejay equipment, including lights, speakers and other electronic equipment.

316. On and before September 13, 2014, at all times material, the defendant, PSE, was acting within the scope of authority with regard to its transaction of business, management of the affairs and services for the benefit of the defendant, 306 N. HALSTED.

317. On and before September 13, 2014, and at all times material, the defendant, PSE, was conducting activities that were contemplated by the defendant, 306 N. HALSTED, as part of a course of conduct and activities for the benefit of the defendant, 306 N. HALSTED.

318. Before September 13, 2014, the defendants, 306 N. HALSTED and PSE, jointly agreed to co-host a party on September 13, 2014, that was to begin at The Mid and would continue at another location after The Mid closed.

319. The defendants, 306 N. HALSTED and PSE, jointly created and disseminated advertising for the party on September 13, 2014, including on their respective company websites, through Facebook, Twitter, Instagram and other social media outlets.

320. The defendants, PSE and 306 N. HALSTED, jointly promoted the party on September 13, 2014, including by flyer, word of mouth, text messaging, email and other electronic means.

321. Potential guests of the party, including but not limited to the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM, BRITTNEY ZINGSHEIM and KARA PRINCIPIE, relied upon

the joint advertising and promotion created and disseminated by the defendants, 306 N. HALSTED and PSE, in choosing to attend the co-hosted party on September 13, 2014.

322. The aforesaid advertising prepared by the defendants, PSE and 306 N. HALSTED, included the names and logos of both PSE and The Mid.

323. The defendants, PSE and 306 N. HALSTED, jointly determined the two locations of the party.

324. The defendants, PSE and 306 N. HALSTED, jointly determined the start and end times of the party of September 13, 2014.

325. The defendants, PSE and 306 N. HALSTED, jointly hired and paid DJ's to provide entertainment at the party.

326. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, charged guests to the party a single monetary cover charge when entering The Mid, in exchange for admission, alcohol and entertainment at both locations.

327. The defendants, 306 N. HALSTED and PSE, jointly determined the amount of aforesaid cover charge.

328. The defendants, 306 N. HALSTED and PSE, jointly collected the aforesaid cover charges.

329. In order to gain admission to the party on September 13, 2014, guests were required to state a password to security personnel at the door.

330. The defendants, 306 N. HALSTED and PSE, jointly created the aforesaid password and disseminated it to people that were invited to the party.

331. Guests that provided the password when entering The Mid on September 13, 2014, were given admission, alcohol and entertainment at a discounted price compared to patrons not

attending the party.

332. On September 13, 2014, the defendant, 306 N. HALSTED, provided alcohol for guests of the co-hosted party.

333. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, jointly provided alcohol for consumption at the after-hours portion of the party at the private residence.

334. The defendant, 306 N. HALSTED, provided the first location co-hosted party on September 13, 2014, including but not limited to, The Mid Nightclub, dance floor, VIP area and private rooms.

335. The defendant, PSE. provided the second location of the co-hosted party at the private residence.

336. The defendants, 306 N. HALSTED and PSE, jointly provided staff for the co-hosted party on September 13, 2014, including but not limited to, bartenders, servers, cocktail waitresses, bouncers, security and DJ's.

337. At the party on September 13, 2014, the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, received free alcohol from 306 N. HALSTED.

338. At the party on September 13, 2014, PHILIP CHO, had authority and used authority from the defendant, 306 N. HALSTED, to direct employees and agents of 306 N. HALSTED to provide service to guests at the party.

339. At the party on September 13, 2014, PHILIP CHO, went behind the bar at The Mid and gave directions to employees at 306 N. HALSTED.

340. At the party on September 13, 2014, the defendant, PSE, by and through its authorized agent and employee, PHILIP CHO, mixed and served alcoholic drinks for guests.

341. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, shared in the

profits realized from the cover charge paid by guests to the party of September 13, 2014.

342. On September 13, 2014, the defendant, 306 N. HALSTED, provided PSE with alcohol intended for consumption by guests at the after-hours portion of the party at another location.

343. Guests were enticed to attend the party on September 13, 2014, with the promise that the party would continue at a private residence after The Mid closed.

344. On numerous occasions prior to and at the party on September 13, 2014, PHILIP CHO, collected e-mail addresses, phone numbers and Facebook usernames from party guests in order to further promote parties co-hosted by PSE and 306 N. HALSTED.

345. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, by and through its authorized agent and employee, PHILIP CHO, voluntarily undertook to transport the plaintiffs, KELSEY IBACH, BRADLEY SCHAUM, BRITTNEY ZINGSHEIM and KARA PRINCIPIE, in a motor vehicle from The Mid to the after-hours portion of the party at the second location.

346. On September 13, 2014, while driving the plaintiff, BRITTNEY ZINGSHEIM, from The Mid to the after-hours portion of the party at the private residence, the motor vehicle being operated by PHILIP CHO left the roadway and went off the embankment at the terminus of West Erie Street at North Union Avenue.

347. On September 13, 2014, the defendants, 306 N. HALSTED and PSE, were negligent in one or more of the following respects:

a. Carelessly and negligently operated, owned, managed, maintained, controlled, and drove a motor vehicle into a collision with the plaintiff;

b. Carelessly and negligently operated a motor vehicle without keeping proper lookout;

c. Carelessly and negligently proceeded at a speed which was greater than reasonable and proper with regard to traffic conditions, or which endangered the safety of person or property in violation of 625 ILCS 5/11-601;

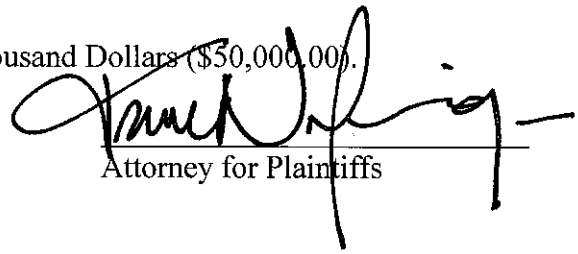
d. Carelessly and negligently failed to equip said vehicle with adequate brakes, in violation of 625 ILCS 5/12-301;

e. Carelessly and negligently failed to give audible warning with his horn when such warning was reasonably necessary to insure safety, in violation of 625 ILCS 5/12-601;

f. Carelessly and negligently failed to exercise due care in violation of 625 ILCS 5/11-1003;

348. As a direct and proximate result of one or more of the aforementioned negligent acts and/or omissions of the defendants, 306 N. HALSTED and PSE, the plaintiff, BRITTNEY ZINGHSHEIM, suffered permanent injuries, and as a result has suffered losses of a personal and pecuniary nature, including but not limited to, economic losses, medical expenses, pain and suffering, surgeries, disfigurement, disability and loss of a normal life. These losses have been incurred in the past and are reasonably certain to occur in the future. All or some of them are permanent.

WHEREFORE, the plaintiff, BRITTNEY ZINGSHEIM, demands judgment against the defendants, 306 N. HALSTED, INC. d/b/a THE MID and PURE SOLE ENTERTAINMENT in a sum in excess of the jurisdictional limit of Fifty Thousand Dollars ($50,000.00).



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