E-FILED 2025 APR 24 5:57 PM POTTAWATTAMIE - CLERK OF DISTRICT COURT

MAY 01 2025

IN THE DISTRICT COURT OF POTTAWATTAMIE COUNTY, IOWA

ARTHUR BATTLE and SHERRY BATTLE, Husband and Wife; and CYNTHIA CHURCH, Plaintiffs, v. CAESARS ENTERPRISE SERVICES, LLC; CAESARS ENTERTAINMENT, INC. d/b/a MID-AMERICA CENTER; CAESARS ENTERTAINMENT OPERATING COMPANY, INC.; HARRAH'S IOWA ARENA MANAGEMENT, LLC; MID-AMERICA CENTER LLC; THE MID-AMERICA CENTER LLC; MID-AMERICA CENTER; MID AMERICA CENTER; THE CITY OF COUNCIL BLUFFS, a State of Iowa Municipality; TK ELEVATOR CORPORATION; TK ELEVATOR MANUFACTURING, INC.; THYSSENKRUPP ELEVATOR MANUFACTURING, INC.; JOHN DOES 1-3, Real Names Unknown; and JOHN DOE CORPORATIONS 1-3, Real Names Unknown, Defendants.	CASE NO. LACV126252 ORIGINAL NOTICE

RECEIVED
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CITY ATTORNEY'S OFFICE

CLERK RCVD
7 MAY'25
AM 10:08

Action by Council:
Receive & File:
Date: _____

TO THE ABOVE-NAMED DEFENDANTS:

You are notified that a petition has been filed in the office of the clerk of this court naming you as the defendants in this action. A copy of the petition (and any documents filed with it) is attached to this notice. The name and address of the attorney for the plaintiff is Jason Bryan Bottlinger, 9900 Nicholas Street, Suite 325, Omaha, Nebraska 68114. The attorney's phone number is

(402) 505-8234; facsimile number is (402) 800-1328. You are further notified that the above case has been filed in a county that utilizes electronic filing. Unless, within 20 days after service of this original notice upon you, you serve, and within a reasonable time thereafter file a motion or answer, in the Iowa District Court for Pottawattamie County, at the courthouse in Council Bluffs, Iowa, judgment by default will be rendered against you for the relief demanded in the petition. Please see Iowa Court Rules Chapter 16 for information on electronic filing and Iowa Court Rules Chapter 16, division VI regarding the protection of personal information in court filings.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at 712-328-4753. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942)

IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS

Iowa Judicial Branch

Case No. **LACV126252**
County **Pottawattamie**

Case Title BATTLE ET AL V. CAESARS ENTER SERVS LLC ET AL

You must file your Appearance and Answer on the Iowa Judicial Branch eFile System, unless the attached Petition and Original Notice contains a hearing date for your appearance, or unless the court has excused you from filing electronically (*see* Iowa Court Rule 16.302).

Register for the eFile System at www.iowacourts.state.ia.us/Efile to file and view documents in your case and to receive notices from the court.

For general rules and information on electronic filing, refer to the Iowa Rules of Electronic Procedure in chapter 16 of the Iowa Court Rules at www.legis.iowa.gov/docs/ACO/CourtRulesChapter/16.pdf.

Court filings are public documents and may contain personal information that should always be kept confidential. For the rules on protecting personal information, refer to Division VI of chapter 16 of the Iowa Court Rules and to the Iowa Judicial Branch website at www.iowacourts.gov/for-the-public/representing-yourself/protect-personal-information/.

Scheduled Hearing:

If you need assistance to participate in court due to a disability, call the disability access coordinator at **(712) 328-4753** . Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). For more information, see www.iowacourts.gov/for-the-public/ada/. **Disability access coordinators cannot provide legal advice.**

Date Issued **04/25/2025 07:39:58 AM**

District Clerk of Court or/by Clerk's Designee of Pottawattamie *County*
/s/ Jessica Schnitker

IN THE DISTRICT COURT OF POTTAWATTAMIE COUNTY, IOWA

ARTHUR BATTLE and SHERRY BATTLE, Husband and Wife; and CYNTHIA CHURCH, Plaintiffs, v. CAESARS ENTERPRISE SERVICES, LLC; CAESARS ENTERTAINMENT, INC. d/b/a MID-AMERICA CENTER; CAESARS ENTERTAINMENT OPERATING COMPANY, INC.; HARRAH'S IOWA ARENA MANAGEMENT, LLC; MID-AMERICA CENTER LLC; THE MID-AMERICA CENTER LLC; MID-AMERICA CENTER; MID AMERICA CENTER; THE CITY OF COUNCIL BLUFFS, a State of Iowa Municipality; TK ELEVATOR CORPORATION; TK ELEVATOR MANUFACTURING, INC.; THYSSENKRUPP ELEVATOR MANUFACTURING, INC.; JOHN DOES 1-3, Real Names Unknown; and JOHN DOE CORPORATIONS 1-3, Real Names Unknown, Defendants.	)	CASE NO. _____ PETITION & JURY DEMAND

COME NOW, Plaintiffs Arthur Battle and Sherry Battle, Husband and Wife, and Cynthia Church, by and through their attorney

Jason B. Bottlinger of Bottlinger Law L.L.C., and for their causes of action alleged herein against CAESARS ENTERPRISE SERVICES, LLC, CAESARS ENTERTAINMENT, INC. d/b/a MID-AMERICA CENTER, CAESARS ENTERTAINMENT OPERATING COMPANY, INC., HARRAH'S IOWA ARENA MANAGEMENT, LLC, MID-AMERICA CENTER LLC, THE MID-AMERICA CENTER LLC, MID-AMERICA CENTER, MID AMERICA CENTER, THE CITY OF COUNCIL BLUFFS, a State of Iowa Municipality, TK ELEVATOR MANUFACTURING, INC., THYSSENKRUPP ELEVATOR MANUFACTURING, INC., TK ELEVATOR CORPORATION, JOHN DOES 1-3, Real Names Unknown; and JOHN DOE CORPORATIONS 1-3, Real Names Unknown, hereby allege as follows:

PARTIES

1. Plaintiff ARTHUR BATTLE and SHERRY BATTLE, Husband and Wife, are individuals residing in Seale, Russell County, Alabama.

2. Plaintiff CYNTHIA CHURCH is an Individual residing in Punta Gorda, Charlotte County, Florida.

3. Plaintiffs Arthur Battle, Sherry Battle, and Cynthia Church are referred to collectively as "Plaintiffs."

4. Defendant CAESARS ENTERPRISE SERVICES, LLC is a foreign limited liability company with articles of organization in the state of Delaware. Defendant CAESARS ENTERPRISE SERVICES LLC's Iowa Registered Agent is Corporation Service Company 505 5th Avenue, Suite 729, Des Moines, IA 50309. At all relevant times, Caesars Enterprise Services L.L.C. is believed to have managed, operated, controlled and/or owned the property known as the Mid America Center, located at or around 1 Arena Way, Council Bluffs, IA 51501 (hereinafter sometimes referred to as the "Property").

5. Defendant CAESARS ENTERTAINMENT OPERATING COMPANY, INC. is a foreign corporation incorporated in the state of Delaware. At all relevant times, Caesars Entertainment Inc. is believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501. Defendant CAESARS ENTERTAINMENT OPERATING COMPANY, INC.'s Iowa Registered Agent is Corporation Service Company 505 5th Avenue, Suite 729, Des Moines, IA 50309.

6. Defendant CAESARS ENTERTAINMENT, INC. d/b/a Mid-America Center is a foreign corporation incorporated in the state of Delaware. At all relevant times, Caesars Entertainment Inc. (hereinafter "Caesars") is believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501. Defendant CAESARS ENTERTAINMENT, INC.'s Iowa Registered Agent is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

7. Defendant HARRAH'S IOWA ARENA MANAGEMENT, LLC is a foreign limited liability company incorporated in the state of Delaware. At all relevant times, Harrah's Iowa Arena Management, LLC is believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501. Defendant Harrah's Iowa Arena Management, Inc.'s Iowa Registered Agent is Corporation Service Company, 505 5th Avenue, Suite 729, Des Moines, Iowa 50309.

8. Defendant MID-AMERICA CENTER LLC is a purported limited liability company believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

9. Defendant THE MID-AMERICA CENTER LLC is a purported limited liability company believed to have managed,

operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

10. Defendant MID-AMERICA CENTER is an unincorporated association believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

11. Defendant MID AMERICA CENTER is an unincorporated association believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

12. Defendant THE CITY OF COUNCIL BLUFFS, IOWA (hereinafter "Council Bluffs") is a municipality as defined in *Iowa Code § 670.2*, in Pottawattamie County, Iowa with its principal place of business located at 209 Pearl Street, Council Bluffs, IA 51503. At all relevant times herein, Council Bluffs is believed to have managed, operated, controlled, and/or owned the Property.

13. Defendant TK ELEVATOR CORPORATION is a foreign corporation incorporated in the state of Delaware and with its principal place of business located at 788 Circle Parkway SE, Suite 500, Atlanta, GA 30339. At all relevant times herein, TK ELEVATOR CORPORATION is believed to have serviced, installed, certified, and/or manufactured the escalator located in the Property, which led to the causes of action contained herein. Defendant TK ELEVATOR CORPORATIONs Iowa Registered Agent is Corporation Service Company, 505 5th Avenue, Suite 729, Des Moines, IA 50309. TK ELEVATOR CORPORATION was conducting business in Iowa at all relevant times.

14. Defendant TK ELEVATOR MANUFACTURING, INC. is a foreign corporation incorporated in the state of Delaware and with its

home office located at 9280 CrestWyn Hills Drive, Memphis TN, 38125. At all relevant times herein, TK ELEVATOR MANUFACTURING, INC. is believed to have serviced, installed, certified, and/or manufactured the escalator located in the Property, which led to the causes of action contained herein. Defendant TK ELEVATOR MANUFACTURING, INC.'s Iowa Registered Agent is Corporation Service Company, 505 5th Ave., Suite 729, Des Moines, IA 50309. TK ELEVATOR MANUFACTURING INC was conducting business in Iowa at all relevant times.

15. Defendant THYSSENKRUPP ELEVATOR MANUFACTURING, INC. is a foreign corporation incorporated in the state of Delaware and with its home office located at 9280 CrestWyn Hills Drive, Memphis TN, 38125. At all relevant times herein, THYSSENKRUPP ELEVATOR MANUFACTURING, INC. is believed to have serviced, installed, certified, and/or manufactured the escalator located in the Property, which led to the causes of action contained herein. Defendant THYSSENKRUPP ELEVATOR MANUFACTURING, INC.'s Iowa Registered Agent is Corporation Service Company, 505 5th Ave., Suite 729, Des Moines, IA 50309. THYSSENKRUPP ELEVATOR MANUFACTURING INC was conducting business in Iowa at all relevant times.

16. Defendants JOHN DOES 1-3, whose real names are unknown, and JOHN DOE CORPORATIONS 1-3, whose real names are presently unknown to the Plaintiff, are owners, operators, managers, contractors, staff and other professionals owning, managing, operating and/or providing services related to the Property, including but not limited to employees, agents and contractors hired to install or maintain improvements, machinery or other equipment, including but not limited to escalator(s) at the Property, and/or perform maintenance or cleaning at the Property. Plaintiffs reserve the right to add other parties, causes of action and additional claims for damages under the circumstances of this case.

17. Defendants HARRAH'S IOWA ARENA MANAGEMENT, LLC, CAESARS ENTERPRISE SERVICES L.L.C; CAESARS ENTERTAINMENT OPERATING COMPANY, INC; and CAESARS ENTERTAINMENT, INC; are referred to collectively herein as "CAESARS."

18. Defendants MID-AMERICA CENTER LLC, THE MID-AMERICA CENTER LLC, MID-AMERICA CENTER, and MID AMERICA CENTER are collectively referred to as "MAC"

19. Defendants TK ELEVATOR CORPORATION; TK ELEVATOR MANUFACTURING, INC.; and THYSSENKRUPP ELEVATOR MANUFACTURING, INC. are collectively referred to as "TK."

20. Defendants TK, Council Bluffs, MAC, Caesars, John Does 1 – 3, and John Doe Corporations 1 – 3 are collectively referred to as "Defendants."

JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction pursuant to the Iowa Constitution, Article V, Section 6 and *Iowa Code* §602.6101.

22. Venue is proper in Pottawattamie County, Iowa, where the incidents complained of herein occurred and in which the injuries and damage complained of herein were sustained. *Iowa code* §616.18.

23. Pursuant to *Iowa Code* §619.18, Plaintiffs hereby certify that the amount in controversy is sufficient to confer jurisdiction on this Court, meets and exceeds the applicable jurisdictional requirements for the amount in controversy, and was sustained to a significant degree in Pottawattamie County.

GENERAL ALLEGATIONS

24. All preceding paragraphs are repeated and incorporated here as if fully set forth.

25. The incident that is the basis of this action occurred on March 3, 2023, in Council Bluffs, Pottawattamie County, Iowa.

26. At all relevant times, Defendants owned, operated, possessed, controlled, serviced, and/or managed the Property where the incident that is the basis of this action occurred.

27. On March 3, 2023, Plaintiffs were lawful invitees, lawful entrants, and lawful visitors of the Property, and their presence was lawful and anticipated by Defendants.

28. At all relevant times, the Property was under the control, operation, management, and/or supervision of Defendants, and each of them, and/or their employees, agents, and/or representatives.

29. Plaintiffs were attendees at a wrestling event hosted by Defendants at the Property on or around March 3, 2023.

30. Plaintiffs stepped onto an escalator within the Property and were proceeding in a reasonable manner when suddenly and without warning, the escalator jolted, stopped, and subsequently caused Plaintiffs to lose their balance, fall, and suffer severe and permanent personal injuries as set forth herein.

31. Plaintiffs could not stop their falls due to the dangerous jolting and stopping of the escalator. The risk of the escalator jolting and stopping was not open and obvious, and occurred without warning.

32. Plaintiffs exercised reasonable care at all times.

33. Defendants did not properly maintain the Property and the escalator in question at the Property to make it reasonably safe for lawful entrants such as Plaintiffs. Defendants through their actions and inactions are responsible for the conditions in existence at the Property at the time of the incident described herein.

34. Plaintiff Cynthia Church was taken to the hospital via Emergency Medical Services secondary to her severe injuries.

35. Plaintiffs Arthur and Sherry Battle drove to the hospital due to their severe injuries.

36. Plaintiffs collectively suffered severe, extensive, and permanent injuries proximately caused by the negligence of Defendants.

37. Plaintiffs' injuries and damages are a direct and proximate result of Defendants' negligence.

38. Plaintiffs alleges that negligence of the Defendants, individually and collectively, directly and proximately caused the incident described herein, and their resulting harms and losses. The injuries caused to Plaintiffs would not have occurred absent the actions and inactions of Defendants as described herein. Defendants also employed individuals whose negligence causally contributed to, or proximately resulted in, the herein described incident and Plaintiff's injury.

39. Defendants' conduct constituted a willful and wanton disregard for the safety of the Plaintiff, and other invitees and entrants on the Property.

40. This suit is brought to recover for damages to Plaintiffs caused by the acts and omissions of Defendants, individually and collectively.

DAMAGES OF PLAINTIFF, ARTHUR BATTLE

41. All preceding paragraphs are repeated and incorporated here as if fully set forth.

42. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiff Arthur Battle's fall and her subsequent injuries.

43. The acts and omissions of Defendants, collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiff Arthur Battle.

44. The injuries caused to Plaintiff Arthur Battle would not have occurred absent the actions and omissions of Defendants as described herein.

45. As a direct and proximate result of the negligence, individually, and collectively, of Defendants, as alleged herein, and of the breach of trust and breached expectation that the Property would be safe to lawful entrants and visitors, and that Defendants would follow law applicable to the Property, Plaintiff Arthur Battle sustained personal injuries including, but not limited to severe back injuries, resulting in past, present, and future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers, maintenance entities, and their associated personnel, would follow the safety rules, and anger, resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff Arthur Battle and the public to unreasonable risks of harm and loss.

46. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle's injuries are permanent, and he may reasonably expect to suffer future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers service entities, and their respective personnel, chose to violate their duties as alleged herein and expose Plaintiff Arthur Battle and the public to unreasonable risks of harm and loss.

47. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle sustained personal injuries resulting in medical expenses to date, and Plaintiff may reasonably expect to incur future medical expenses.

48. As a direct and proximate result of the negligence individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle sustained personal injuries resulting in other out-of-pocket expenses to date, and Plaintiff may reasonably expect to incur other future out-of-pocket expenses.

49. As a further and direct result and proximate cause of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle has lost income in the past, and has suffered a loss of earning capacity as a result of his injuries. Plaintiff Arthur Battle will incur future lost wages.

50. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle has incurred other damages, the nature and extent of which are unknown at this time. Plaintiffs reserve the right to amend

and/or supplement this Petition to allege further damages and claims arising from the acts and omissions of the Defendants.

51. The injuries caused to Plaintiff Arthur Battle would not have occurred absent the actions of Defendants, individually, and collectively as described herein. All of the aforementioned harms and losses caused to Plaintiff Arthur Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

DAMAGES OF PLAINTIFF, SHERRY BATTLE

52. All preceding paragraphs are repeated and incorporated here as if fully set forth.

53. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiff Sherry Battle's fall and her subsequent injuries.

54. The acts and omissions of Defendants, collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiff Sherry Battle.

55. The injuries caused to Plaintiff Sherry Battle would not have occurred absent the actions and omissions of Defendants as described herein.

56. As a direct and proximate result of the negligence, individually, and collectively, of Defendants, as alleged herein, and of the breach of trust and breached expectation that the Property would be safe to lawful entrants and visitors, and that Defendants would follow law applicable to the Property, Plaintiff Sherry Battle sustained personal injuries including, but not limited to back pain, a lumber strain, resulting in past, present, and future physical and mental pain

and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers, maintenance entities, and their associated personnel, would follow the safety rules, and anger, resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff Sherry Battle and the public to unreasonable risks of harm and loss.

57. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle's injuries are permanent, and she may reasonably expect to suffer future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers service entities, and their respective personnel, chose to violate their duties as alleged herein and expose Plaintiff Sherry Battle and the public to unreasonable risks of harm and loss.

58. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle sustained personal injuries resulting in medical expenses to date, and Plaintiff may reasonably expect to incur future medical expenses.

59. As a further direct and proximate result of the negligence individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle sustained personal injuries resulting in other out-of-pocket expenses to date, and Plaintiff may reasonably expect to incur other future out-of-pocket expenses.

60. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle has suffered a loss of earning capacity as a result of her injuries.

61. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle has incurred other damages, the nature and extent of which are unknown at this time. Plaintiffs reserve the right to amend and/or supplement this Petition to allege further damages and claims arising from the acts and omissions of the Defendants.

62. The injuries caused to Plaintiff Sherry Battle would not have occurred absent the actions of Defendants, individually, and collectively as described herein. All of the aforementioned harms and losses caused to Plaintiff Sherry Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

DAMAGES OF PLAINTIFF, CYNTHIA CHURCH

63. All preceding paragraphs are repeated and incorporated here as if fully set forth.

64. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiff Cynthia Church's fall and her subsequent injuries.

65. The acts and omissions of Defendants, collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiff Cynthia Church.

66. The injuries caused to Plaintiff Cynthia Church would not have occurred absent the actions and omissions of Defendants as described herein.

67. As a direct and proximate result of the negligence, individually, and collectively, of Defendants, as alleged herein, and of the breach of trust and breached expectation that the Property would be safe to lawful entrants and visitors, and that Defendants would follow law applicable to the Property, Plaintiff Cynthia Church sustained personal injuries including, but not limited to back and rib injuries and pain, resulting in past, present, and future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers, maintenance entities, and their associated personnel, would follow the safety rules, and anger, resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff Cynthia Church and the public to unreasonable risks of harm and loss.

68. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church's injuries are permanent, and she may reasonably expect to suffer future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers service entities, and their respective personnel, chose to violate their duties as alleged herein and expose Plaintiff Cynthia Church and the public to unreasonable risks of harm and loss.

69. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church sustained personal injuries resulting in medical expenses to date, and Plaintiff may reasonably expect to incur future medical expenses.

70. As a direct and proximate result of the negligence individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church sustained personal injuries resulting in other out-of-pocket expenses to date, and Plaintiff may reasonably expect to incur other future out-of-pocket expenses.

71. As a further and direct result and proximate cause of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church has lost income in the past, and has suffered a loss of earning capacity as a result of her injuries. Plaintiff Cynthia Church will incur future lost wages.

72. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church has incurred other damages, the nature and extent of which are unknown at this time. Plaintiffs reserve the right to amend and/or supplement this Petition to allege further damages and claims arising from the acts and omissions of the Defendants.

73. The injuries caused to Plaintiff Cynthia Church would not have occurred absent the actions of Defendants, individually, and collectively as described herein. All of the aforementioned harms and losses caused to Plaintiff Cynthia Church were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

DUTIES

74. All preceding paragraphs are repeated and incorporated here as if fully set forth.

75. Defendants, as owners, operators, occupiers, possessors, managers, and/or service providers at the Property, had duties at all times related to the Property, including:

75.1 The duty at all relevant times to exercise reasonable care to make sure, among other things, that the Property was safe and free of hazards to their lawful entrants;

75.2 The duty at all relevant times to do their work and perform their services in a reasonable manner that did not cause harm to foreseeable users and/or lawful entrants, customers, and business invitees, such as Plaintiffs;

75.3 The duty to exercise reasonable care in the hiring, retention, training, and supervision of their employees, agents and contractors;

75.4 The duty to use reasonable care in ascertaining the condition of the Property;

75.5 The duty to ensure reasonable care in providing warnings regarding the condition of the Property and the risks posed by the condition of the Property;

75.6 The duty to exercise reasonable control of tenants and other possessors of the Property; and

75.7 The duty to otherwise ensure the property is reasonably safe, maintained, and free from hazard.

SCOPE OF LIABILITY

76. All preceding paragraphs are repeated and incorporated here as if fully set forth.

77. The above-described incidents, as well as the harms and damages sustained by Plaintiffs, were within the scope of liability of Defendants, and said injuries and damages arose from the same general types of danger that Defendants should have taken reasonable steps to avoid.

78. The harm to Plaintiffs were foreseeable.

COUNT I – NEGLIGENCE; PREMISES LIABILITY; INJURY & DAMAGE TO INVITEE & LAWFUL ENTRANT

79. All preceding paragraphs are repeated and incorporated here as if fully set forth.

80. At all relevant times, including on and around March 3, 2023, the escalator where Plaintiffs were injured and the surrounding walkways were common areas. Defendants retained control of the escalator and walkways in question, and Plaintiffs were entitled to use the escalator and walkways on the property.

81. At all relevant times, including on and around March 3, 2023, Plaintiffs were business invitees, lawful entrants, and lawful visitors on the Property.

82. On or around March 3, 2023, the malfunctioning escalator at the property was a dangerous and unforewarned condition that posed an unreasonable risk of injury to lawful invitees and entrants of the property.

83. Defendants knew or should have known that the malfunctioning escalator and/or its susceptibility to sudden jolting and

stopping posed a significant and unreasonable risk of injury to lawful patrons of the Property.

84. Defendants created the unreasonably dangerous condition of the escalator and walkway in question, knew of the condition, or by the exercise of reasonable care, Defendants would have discovered and should have known of the condition and the unreasonable risk it involved for invitees, lawful entrants and visitors such as Plaintiffs.

85. The unreasonably dangerous condition of the escalator and walkway in question existed for a long enough time that in the exercise of reasonable care, Defendants should have known about it.

86. Defendants realized or should have realized that the condition involved an unreasonable risk of harm to invitees and lawful entrants such as Plaintiff.

87. Defendants knew or in the exercise of reasonable care should have that (a) Plaintiffs would not discover the condition, (b) Plaintiffs would not realize the condition presented an unreasonable risk of injury; or (c) Plaintiffs would not protect themselves from the dangerous condition of the escalator in question.

88. The harm to Plaintiffs was foreseeable, and Defendants owed the Plaintiffs a duty of reasonable care.

89. Defendants could reasonably foresee that invitees, and lawful entrants and visitors, including Plaintiffs, would use the escalator and surrounding walkways to access and move about the Property.

90. Defendants could reasonably foresee that a malfunctioning escalator and/or an escalator susceptible to sudden jolting and stopping could create a dangerous condition on the Property and create the probability of a lawful entrant's injury.

91. Defendants could reasonably foresee that lack of, improper, and otherwise ineffective installation and/or maintenance of the escalator could create a dangerous condition on the Property.

92. Defendants could reasonably foresee that an escalator not in conformance with generally accepted conditions and safety practices would create a dangerous condition on the property.

93. Defendants could reasonably foresee that serious injuries and/or death could result if an entrant were to fall as a result of a malfunctioning escalator and/or an escalator susceptible to sudden jolting or stopping.

94. Defendants knew, or in the exercise of reasonable care should have known, that the escalator in question was unsafe and posed an unreasonably dangerous condition for all entrants and invitees.

95. Defendants, in the exercise of reasonable care, could have made the condition safe for lawful entrants such as Plaintiffs, or Defendants could have provided adequate warnings to lawful entrants such as Plaintiffs.

96. Defendants' acts and omissions, constituting negligence, include:

96.1 Failure to properly construct the escalator in question;

96.2 Failure to properly install the escalator in question;

96.3 Failure to properly maintain the escalator in question;

96.4 Failure to properly repair the escalator in question;

96.5 Failure to reasonably inspect the Property, including the escalators and surrounding walkways;

96.6 Failure to detect conditions on the Property which pose an unreasonable risk of injury to lawful entrants and business invitees;

96.7 Failure to use reasonable care to provide adequate warning of dangerous conditions on the Property which pose an unreasonable risk of injury to lawful entrants and business invitees, including the dangerous condition of the escalator in question;

96.8 Failure to properly maintain the premises;

96.9 Failure to reasonably control tenants and/or other possessors Defendants permitted to use the Property and whom Defendants knew or should have known they had the ability to control and the necessity and opportunity to control;

96.10 Failure to use reasonable care in the management, maintenance, ownership, operation, possession, and/or control of the Property;

96.11 Failure to assure that the escalator was properly constructed, installed, and/or maintained;

96.12 Failure to comply with national, state, and local codes, statutes, regulations, and ordinances concerning structures like the escalator in question; and

96.13 Other unspecified acts of negligence.

97. Defendants were through their actions and inactions responsible for the conditions in existence at the Property at time of the incident described herein.

98. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiffs fall and their subsequent injuries.

99. The negligence of Defendants collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiffs, as set forth herein.

100. The injuries caused to Plaintiffs would not have occurred absent the actions and omissions of Defendants as described herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs collectively pray that a judgment be rendered and entered in their favor and against Defendants jointly and severally, in the amount which will fully and completely compensate Plaintiffs for their past, present, and future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, anger and resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff and the public to unreasonable risks of harm and loss, hypervigilance, loss of trust and expectation that other owners, operations managers, and services entities, and their respective personnel will follow the safety rules; for all general and special damages resulting from the negligence of Defendants; for their medical expenses incurred to date, as well as those to be incurred in the future; for their other out-of-pocket expenses incurred to date, as well as those to be incurred in the future; for their lost wages to date, as well as those to be incurred in the future; for their loss of earning capacity; for their disability; for their permanent impairment; and for prejudgment interest, post-judgment interest, costs, and all other damages and relief allowed under Iowa law.

COUNT II – PRODUCT LIABILITY – MANUFACTURING DEFECT

101. All preceding paragraphs are repeated and incorporated here as if fully set forth.

102. One or more of the Defendants, including TK ELEVATOR CORPORATION; TK ELEVATOR MANUFACTURING, INC.; and THYSSENKRUPP ELEVATOR MANUFACTURING, INC. and/or one or more of the John Doe Defendants (collectively "the TK Defendants"), sold and/or distributed the escalator used by Plaintiffs on March 3, 2023.

103. One or more of the TK Defendants was engaged in the business of selling or distributing the escalator used by Plaintiffs on March 3, 2023.

104. The escalator at the time it left defendant's control contained a manufacturing defect that departed from its intended design, rendering it susceptible to sudden jolting or stopping.

105. The manufacturing defect was a cause of plaintiffs' damages alleged herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT III – PRODUCT LIABILITY – DESIGN DEFECT

106. All preceding paragraphs are repeated and incorporated here as if fully set forth.

107. One or more of the TK Defendants sold and/or distributed the escalator used by Plaintiffs on March 3, 2023.

108. One or more of the TK Defendants was engaged in the business of selling and/or distributing the escalator used by Plaintiffs on March 3, 2023.

109. The escalator used by Plaintiffs on March 3, 2023, was in a defective condition at the time it left one or more of the TK Defendants' control, in that it was it susceptible to sudden jolting or stopping.

110. A reasonable alternative safer design could have been practically adopted at the time of sale or distribution of the escalator used by Plaintiffs on March 3, 2023.

111. The alternative design would have reduced or avoided the foreseeable risks of harm posed by the escalator used by Plaintiffs on March 3, 2023.

112. The omission of the alternative design renders the escalator used by Plaintiffs on March 3, 2023, not reasonably safe.

113. The alternative design would have reduced or prevented the plaintiffs' harm.

114. The design defect was a cause of Plaintiffs' damages as alleged herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT IV – PRODUCT LIABILITY – INADEQUATE INSTRUCTIONS OR WARNINGS

115. All preceding paragraphs are repeated and incorporated here as if fully set forth.

116. One or more of the TK Defendants sold or distributed the escalator used by Plaintiffs on March 3, 2023.

117. One or more of the TK Defendants was engaged in the business of selling or distributing the escalator used by Plaintiffs on March 3, 2023.

118. The foreseeable risks of harm posed by the escalator used by Plaintiffs on March 3, 2023, could have been reduced or avoided by the provision of reasonable instructions or warnings, including by warning and instruction that the escalator was susceptible to sudden jolting or stopping.

119. The omission of the instruction(s) or warning(s) renders the escalator used by Plaintiffs on March 3, 2023, not reasonably safe.

120. The risk to be addressed by the instruction(s) or warning(s) was not obvious to, or generally known by, foreseeable product users, such as Plaintiffs.

121. The omission of the instruction(s) or warning(s) was a cause of Plaintiffs' damages, as alleged herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT V – PRODUCT LIABILITY – DIRECTIONS OR WARNINGS – POST-SALE

122. All preceding paragraphs are repeated and incorporated here as if fully set forth.

123. One or more of the TK Defendants distributed, supplied, and/or installed the escalator used by Plaintiffs on March 3, 2023.

124. One of more of the TK Defendants knew or should reasonably have known that the escalator posed a substantial risk of harm to persons or property.

125. Plaintiffs and other reasonably foreseeable users were a class of persons that the TK Defendants could have identified and to whom a warning should be provided, including that the escalator was susceptible to sudden jolting and stopping.

126. It may reasonably be assumed those persons, including Plaintiffs, are unaware of the risk of harm posed by the escalator at the Property.

127. A warning could have been effectively communicated to and acted on by those to whom a warning might be provided, including reasonably foreseeable users of the escalator at the Property, such as Plaintiffs.

128. The risk of harm posed by the escalator at the Property was sufficiently great to justify the burden of providing the warning.

129. Under these circumstances, the supplier has a duty to exercise reasonable care to inform the user of the product of the dangerous condition or of the facts which make it likely to be dangerous.

130. One or more of the TK Defendants failed to exercise reasonable care to inform the user of the escalator at the Property, including Plaintiffs, of the dangerous condition or of the facts which make it likely to be dangerous.

131. As a direct and proximate result of the Defendants' failure to exercise reasonable care and failure to inform users of the escalator at the Property, including Plaintiffs, of the dangerous condition or of the facts which make it likely to be dangerous, Plaintiffs suffered the damages described herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT VI – PRODUCT LIABILITY – ENHANCED INJURY

132. All preceding paragraphs are repeated and incorporated here as if fully set forth.

133. One or more of the TK Defendants designed the escalator used by Plaintiffs on March 3, 2023.

134. One or more of the TK Defendants was engaged in the business of designing the escalator used by Plaintiffs on March 3, 2023.

135. The escalator used by Plaintiffs on March 3, 2023, was in a defective condition at the time it left one or more of the TK Defendants' control as it was susceptible to sudden jolting or stopping

136. The Plaintiffs used the escalator at the Property in an intended manner or in a manner reasonably foreseeable by the Defendants.

137. The escalator used by Plaintiffs on March 3, 2023, was expected to and did reach the Property without substantial change in its condition.

138. An alternative practicable, safer design for the escalator was available.

139. The Plaintiffs suffered injuries above and beyond that which would have occurred without the design defect.

140. The enhanced injuries would not have occurred except for the defective design of the escalator.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT VII – IMPLIED WARRANTY OF MERCHANTABILITY

141. All preceding paragraphs are repeated and incorporated here as if fully set forth.

142. One or more of the TK Defendants (a) deal in products like the escalator at the Property, (b) hold themselves out as having knowledge or skill specific or particular to products like the escalator in question, (c) whose knowledge or skill related to the escalator at the Property may be attributed to them by their employment of an agent or

other intermediary, and/or (d) hold themselves out as having such knowledge or skill regarding escalators like those at the Property.

143. One or more of the TK Defendants was a merchant of products like the escalator used by Plaintiffs at the Property on or around March 3, 2023, at the time they sold, distributed, and/or installed the escalator at the Property.

144. The escalator was not merchantable at the time it was sold, distributed, and/or installed at the Property and/or at the time it was used by Plaintiffs, on or around March 3, 2023, in that:

144.1 It would not pass without objection in the trade under the contract description;

144.2 It was not of fair average quality within the description;

144.3 It was not fit for the ordinary purposes for which such goods are used;

144.4 It would not run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved;

144.5 It was not adequately contained, packaged, and labeled; and/or

144.6 It did not conform to the promises or affirmations of fact made on the container or label.

145. One or more of the TK Defendants knew or should have known that the escalator at the Property was not merchantable.

146. The lack of merchantability of the escalator at issue at the Property was a cause of the Plaintiffs' damage.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT VIII – LOSS OF CONSORTIUM – ARTHUR BATTLE

147. All preceding paragraphs are repeated and incorporated here as if fully set forth.

148. Plaintiffs Arthur Battle and Sherry Battle were married at the time of the March 3, 2023 incident. Plaintiffs were in a relationship and in a committed partnership, at all relevant times, and he was present and a witness to all negligent acts of Defendants described herein.

149. As a direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Arthur Battle was caused to suffer harm and loss on account of his spouse's serious bodily injury and disability, which he witnessed firsthand, proximately caused by Defendants' negligence, resulting in past and future mental pain and suffering, and the loss of his spouse's care, comfort, companionship, consortium, conjugal fellowship, company, cooperation, aid, society, love, affection, protection, emotional support, services, advice, counsel, and support, in the past, present, and future.

150. As a further direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Arthur Battle has also incurred out-of-pocket expenses in the past, and medical care costs and expenses, and expenses for the necessaries of life of his spouse in the past. Plaintiff Arthur Battle will

incur reasonable and necessary out-of-pocket expenses, medical care costs and other expenses which will in all reasonably probability be incurred in the future.

151. Plaintiff reserves the right to supplement and/or amend his Petition herein, for any reason, including but not limited supplementation and/or amendment of the quantity and type of damages, including special damages, suffered by him.

152. The injuries, harms and losses caused to Plaintiff Arthur Battle would not have occurred absent the actions of Defendants as described herein.

153. All of the aforementioned harms and losses caused to Plaintiff Arthur Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT IX – LOSS OF CONSORTIUM – SHERRY BATTLE

154. All preceding paragraphs are repeated and incorporated here as if fully set forth.

155. Plaintiffs Arthur Battle and Sherry Battle were married during the time of the March 3, 2023 incident. Plaintiffs were in a relationship and in a committed partnership, at all relevant times, and he was present and a witness to all negligent acts of Defendants described herein.

156. As a direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Sherry Battle was caused to suffer harm and loss on account of her spouse's serious bodily injury and disability, which she witnessed firsthand, proximately caused by Defendants' negligence, resulting in past and future mental pain and suffering, and the loss of her spouse's care, comfort, companionship, consortium, conjugal fellowship, company, cooperation, aid, society, love, affection, protection, emotional support, services, advice, counsel, and support, in the past, present, and future.

157. As a further direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Sherry Battle has also incurred out-of-pocket expenses in the past, and medical care costs and expenses, and expenses for the necessaries of life of her spouse in the past. Plaintiff Sherry Battle will incur reasonable and necessary out-of-pocket expenses, medical care costs and other expenses which will in all reasonably probability be incurred in the future.

158. Plaintiff reserves the right to supplement and/or amend his Petition herein, for any reason, including but not limited supplementation and/or amendment of the quantity and type of damages, including special damages, suffered by her.

159. The injuries, harms and losses caused to Plaintiff Sherry Battle would not have occurred absent the actions of Defendants as described herein.

160. All of the aforementioned harms and losses caused to Plaintiff Sherry Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT X – JOINT VENTURE

161. All preceding paragraphs are repeated and incorporated here as if fully set forth.

162. One or more Defendants have formed a partnership, joint venture, common venture or other business relationship between themselves and others whose names are presently unknown to Plaintiffs by netting into voluntary agreement for the sharing of cash, labor, property, facilities, control, purposes, resources, profits, losses and personnel.

163. There was, between the joint venturers, an agreement ot enter into an undertaking regarding ownership, management, operation, performance and/or control of an enterprise. At all relevant times, one or more of Defendants had a community of interest in the object of the undertaking and a common purpose in performance. At all relevant times, each of the joint venturers had an equal voice in the manner of performance and control over the agencies used, though one may have entrusted performance to another, and there was active participation in the enterprise by one or more Defendants and shared control of the ownership, management, operation, and/or control of their enterprise.

164. As a result thereof, each joint venturer is jointly and severally liable for the acts and omissions of each other joint venturer. They are also individually liable for their own conduct.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT XI – AGENCY & VICARIOUS LIABILITY

165. All preceding paragraphs are repeated and incorporated here as if fully set forth.

166. The actions of Defendants and each of their servants, agents, contractors, and employees as set forth herein are imputed to each Defendant, jointly and severally.

167. Defendants' agents, servants, contractors, and employees, were acting in the scope of their employment, agency, apparent authority, contract, and/or credentialing with one or more Defendants when working, providing services, and/or maintaining the Property. Their conducted is imputed to each Defendant under the doctrines of Respondeat Superior, agency, and vicarious liability.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor and against Defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

COUNT XII – GROSS NEGLIGENCE & PUNITIVE DAMAGES

168. All preceding paragraphs are repeated and incorporated here as if fully set forth.

169. Defendants acts and omissions described herein constituted a malicious and/or wanton and willful disregard for the rights and safety of Plaintiff and others.

170. In particular, and without limiting the generality of the foregoing, Defendants acted maliciously and/or with a willful and wanton disregard for the rights and safety of Plaintiffs and others, with knowledge of the peril to be apprehended, knowledge that injury is a probably result of the danger, and a conscious failure to avoid the peril, by other owners, operations managers and service entities, in a willful, wanton, and reckless manner, including but not limited to not maintaining the Property and allowing an unreasonably dangerous condition to exist.

171. Defendants' conduct is imputed to each other and they are liable jointly and severally, for all punitive damages assessed and/or awarded in this matter.

172. As a direct and proximate result of Defendants' willful and wanton conduct, individually, and collectively, Plaintiffs suffered injuries and damages, and Plaintiffs seek punitive damages in the amount to be determined by the trier of fact.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against Defendants, jointly and severally, for all amounts due and owing to Plaintiffs, as provided by law.

PRAYER FOR RELIEF

On the foregoing basis, Plaintiffs Arthur Battle, Sherry Battle, and Cynthia Church request judgment against Defendants, jointly and severally, for their past, present, and future general damages and special damages, punitive damages, prejudgment and post-judgment

interest, costs, attorney's fees to the greatest extent allowed by law, and all other relief the Court deems appropriate under the circumstances.

JURY DEMAND

Plaintiffs hereby demand a trial by jury for all matters triable to a jury in this case under the laws of the State of Iowa.

DATED this 3rd day of March, 2025.

ARTHUR and SHERRY BATTLE, Husband and Wife, and CYNTHIA CHURCH, Plaintiffs.

By: /s/ Jason B. Bottlinger

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