

IN THE COUNTY COURT
IN AND FOR HILLSBOROUGH COUNTY FLORIDA

AE OUTFITTERS RETAIL CO.,
a foreign corporation,

CASE NO.: 26-CC-006974 DIV K

Plaintiff,

v.

QARGO COFFEE, INC., an
administratively dissolved Florida
corporation, OZ MAIN HOLDINGS,
LLC, a Florida corporation, and
JOHN DOES 1-5,

Defendants.

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint in this action on Defendant:

BY SERVING: **QARGO COFFEE, INC.**
701 Brickell Avenue, Suite 1550
Miami, Florida 33131

A lawsuit has been filed against you. You have **twenty (20) calendar days** after this Summons is served on you to file a written response to the attached Complaint with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the Court, you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

Each Defendant is required to serve written defenses to the Complaint on Plaintiff's attorney, to wit:

2/17/26 CK10140
11:13am

**THEODORE A. STEVENS, ESQ.
VICKI A. KNAPP, ESQ.
DERREVERE STEVENS BLACK & COZAD
2005 Vista Parkway, Suite 210
West Palm Beach, Florida 33411
Telephone: 561-684-3222
Facsimile: 561-640-3050**

within twenty (20) calendar days after service of this Summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court, either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

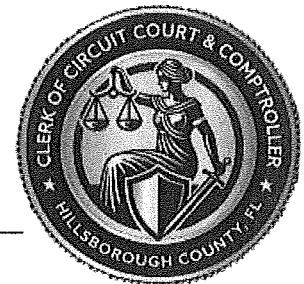
Copies of all court documents in this case, including orders, are available at the Clerk of the Circuit Court's office. You may review these documents, upon request. You must keep the Clerk of the Circuit Court's office notified of your current address. Future papers in this lawsuit will be mailed to the address on record at the clerk's office.

If you are a person with a disability who needs any accommodation in order to access court facilities or to participate in a court proceeding, you are entitled, at no cost to you, to the provision of certain assistance. To request such an accommodation, please contact the 13th Judicial Circuit Court's ADA Coordinator at (813) 272-7040 or ADA@fljud13.org at least seven days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven days. If you are hearing or voice impaired, call 711. The Court's ADA Coordinator [web page](#) [link](#) (<https://www.fljud13.org/BusinessOperations/CourtFacilities/ADAAccommodations.aspx>) details the nature of the accommodations that can be provided by the Florida Courts under the ADA.

WITNESS my hand and the seal of said Court on 2/12/2026

Victor D. Crist
As Clerk of the Court

By: Joyce Rivera
As Deputy Clerk



(Court Seal)

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en al guia telefonica.

Si usted elige presentar personalmente una respuesta por escrito, en el mismo momento que usted presente su respuesta por escrito al Tribunal, usted debe enviar por correo o llevar una copia de su respuesta por escrito a la parte entregando esta orden de comparecencia a: Nombre y direccion de la parte que entrega la orden de comparecencia:

**THEODORE A. STEVENS, ESQ.
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Copias de todos los documentos judiciales de este caso, incluidas las órdenes, están disponibles en la oficina del Secretario del Tribunal de Circuito. Puede revisar estos documentos, previa solicitud. Debe mantener notificada a la oficina del Secretario del Tribunal de Circuito su dirección actual. Los documentos futuros de esta demanda se enviarán por correo a la dirección registrada en la oficina del secretario.

Si usted es una persona con una discapacidad que necesita alguna adaptación para acceder a las instalaciones del tribunal o participar en un procedimiento judicial, tiene derecho, sin costo alguno para usted, a recibir cierta asistencia. Para solicitar dicha adaptación, comuníquese con el Coordinador de ADA del Tribunal del 13.º Circuito Judicial ((813) 272-7040 or ADA@fljud13.org) al menos siete días antes de su comparecencia programada ante el tribunal, o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia programada es menos de siete días. Si tiene problemas de audición o de voz, llame al 711. El enlace a la página web del Coordinador de ADA del Tribunal (<https://www.fljud13.org/BusinessOperations/CourtFacilities/ADAAccommodations.aspx>) que aparece a continuación detalla la naturaleza de las adaptaciones que pueden proporcionar los Tribunales de Florida en virtud de la ADA.

IMPORTANTE

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie au carbone ou une photocopie de votre réponse écrite à la partie qui vous dépose cette citation. Nom et adresse de la partie qui dépose cette citation:

**THEODORE A. STEVENS, ESQ.
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Des copies de tous les documents judiciaires dans cette affaire, y compris les ordonnances, sont disponibles au bureau du greffier de la Circuit Court. Vous pouvez consulter ces documents, sur demande. Vous devez informer le greffier du bureau de la Circuit Court de votre adresse actuelle. Les prochains documents dans ce procès seront envoyés par courrier à l'adresse enregistrée au bureau du greffier.

Si vous êtes une personne handicapée qui a besoin d'aménagements pour accéder aux tribunaux ou participer à une procédure judiciaire, vous avez droit, sans frais, à la fourniture de certaines aides. Pour demander un tel accommodement, veuillez contacter le coordinateur ADA du 13^e tribunal de circuit judiciaire ((813) 272-7040 or ADA@fljud13.org) au moins sept jours avant votre comparution devant le tribunal prévue, ou immédiatement après avoir reçu cette notification si le délai avant la comparution prévue est inférieur à sept jours. Si vous êtes malentendant ou malentendante, appelez le 711. Le lien vers la page Web du coordinateur ADA du tribunal (<https://www.fljud13.org/BusinessOperations/CourtFacilities/ADAAccommodations.aspx>) ci-dessous détaille la nature des aménagements qui peuvent être fournis par les tribunaux de Floride en vertu de l'ADA.

IN THE COUNTY COURT
IN AND FOR HILLSBOROUGH COUNTY FLORIDA

AE OUTFITTERS RETAIL CO.,
a foreign corporation,

CASE NO.:

Plaintiff,

v.

QARGO COFFEE, INC., an
administratively dissolved Florida
corporation, OZ MAIN HOLDINGS,
LLC, a Florida corporation, and
JOHN DOES 1-5,

Defendants.

COMPLAINT

Plaintiff, AE OUTFITTERS RETAIL CO. (“American Eagle” or “Plaintiff”), brings its Complaint against Defendants, QARGO COFFEE, INC. (“QARGO”), OZ MAIN HOLDINGS, LLC (“OZ”), and JOHN DOES 1-5, (collectively the “Defendants”) and alleges the following:

THE PARTIES

1. Plaintiff, AMERICAN EAGLE, is incorporated in the state of Pennsylvania with its principal place of business at 77 Hot Metal Street, Pittsburgh, Pennsylvania 15203, and is duly authorized and qualified to transact business under the laws of the state of Florida.

2. Under information and belief, Defendant, QARGO COFFEE, INC., is an administratively dissolved Florida corporation with its principal place of business located at 701 Brickell Avenue, Suite 1550, Miami, Florida 33131.

3. Under information and belief, Defendant, OZ MAIN HOLDINGS LLC, is a Florida corporation with a registered agent of El Sayed, Reem at 435 North Silvery Lane, Dearborn, Michigan 48128.

4. John Does 1-5 to be named at a later date.

5. Pursuant to section 607.1405, Florida Statutes, Defendant, QARGO COFFEE, INC. remains liable for claims arising prior to its administrative dissolution and may be sued for such claims.

6. Plaintiff is informed and believes that in doing the acts alleged herein, the Defendants, and each of them, were acting on behalf of each of the remaining Defendants and were acting within the course and scope of his/her/its agency, employment, and/or representative capacity. Plaintiff is informed and believes that each of the Defendants affirmed, ratified, condoned, and/or participated in all of the acts of the remaining Defendants and in the acts of their agents, employees, and/or representatives as alleged herein.

7. Defendants, and each of them, in doing the acts herein alleged and failing to do certain other acts, are responsible in some manner for the damage to the property of Plaintiff as set forth herein.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action because the claims alleged herein exceed \$8,000, exclusive of interest and costs but do not exceed \$50,000 and therefore fall within the jurisdiction of this Court.

9. This Court has personal jurisdiction over Defendants because it operated a retail store in Hillsborough County and caused acts or events to occur in Hillsborough County, Florida.

10. Venue is proper in this Court because a significant part of the events giving rise to the Complaint occurred within Hillsborough County, Florida.

GENERAL ALLEGATIONS

11. Plaintiff incorporates the allegations contained in the above paragraphs as if fully rewritten.

12. At all relevant times, Plaintiff operated an American Eagle retail store at The International Plaza (“the American Eagle Store”) located at 2223 N. West Shore Boulevard, Suite 127, Tampa, Florida, 33607.

13. At all relevant times, Defendants operated a retail store at The International Plaza located at 2223 N. West Shore Boulevard, Suite, FC209, Tampa, Florida 33607, which was located on the floor directly above the American Eagle Store.

14. Defendants are responsible for the actions of its employees and agents under theories of respondeat superior and/or vicarious liability.

15. Defendants in doing the acts herein alleged and failing to do certain other acts, is responsible for the damage to the Plaintiff’s property as set forth herein.

16. Defendants were careless, negligent, and/or reckless in the operation and maintenance of its business and retail store.

17. On or about February 22, 2023 and February 11, 2024, Plaintiff’s American Eagle Store suffered water intrusion from Defendants’ retail store directly above the American Eagle Store (the 2/22/2023 and 2/11/2024 incidents are referred to herein as the “Leaks”).

18. The Leaks were caused by improper plumbing in the Defendants’ retail store, and due to an improperly maintained drain in the Defendant’s retail store. Defendants by and through its agents, employees, or representatives were informed of the Leaks.

19. Defendants are responsible for properly maintaining and/or repairing its premises and plumbing systems. Defendants, even after notice, allowed water and other contaminants to

infiltrate the American Eagle Store occupied by Plaintiff, and proximately caused the damages alleged herein.

20. At all times material, Defendants owed Plaintiff duties imposed by Florida common law, independent of any contractual or lease obligations, including the duty to maintain its premises and plumbing systems in a reasonably safe condition and to avoid causing foreseeable harm to neighboring tenants. Plaintiff's claims arise from Defendants' breach of these independent tort duties and not from the mere failure to perform contractual obligations.

21. Defendants knew or should have known that its premises and plumbing systems, which it is responsible to properly maintain and/or repair, were prone to cause damage and/or were inadequate. Defendants have negligently failed to properly maintain and/or repair its premises and plumbing systems.

22. As a result of the Leaks, Plaintiff was damaged by sewage, water, and other contaminants that were leaking and/or flooding into the American Eagle Store from Defendants' premises and/or from a space over which Defendants had exclusive control.

23. The Leaks caused by Defendants resulted in substantial damage to the American Eagle Store, and as a result, Plaintiff incurred substantial damages in cleanup, repair, lost merchandise, and interruption to its business and lost profits, in an amount in excess of \$29,284.79.

24. At said time and place, Defendants so negligently and carelessly owned, operated, controlled, inspected, supervised, repaired, and maintained its premises and equipment so as to allow the Leaks, which water and other contaminants then infiltrated the American Eagle Store and thus directly and proximately caused damage to Plaintiff's property in an amount in excess of \$29,284.79.

COUNT I: NEGLIGENCE AS TO QARGO COFFEE, INC.

25. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

26. At all times relevant hereto, Defendants owed Plaintiff a duty to exercise reasonable care, and to refrain from negligent and careless acts and/or omissions. In addition, Defendants had a duty to use ordinary care in the performance of its duties to avoid the risk of damaging property owners.

27. Defendants had a duty to take steps to eliminate the dangerous conditions it created and/or that were either known or discoverable, including but not limited to an inspection of its property and equipment.

28. Defendants had a duty to exercise all of its duties described herein with the care and skill of those in a similar situation and under similar circumstances and consistent with industry standards.

29. Defendants had a duty to hire, supervise, monitor, and retain its respective employees, agents, and/or subcontractors with reasonable care and reasonable skill.

30. Defendants, acting through itself and acting through its respective employees, agents, and/or subcontractors, breached its duties of care by, among other things, negligently, recklessly, and/or carelessly causing and allowing the Leaks to occur and/or negligently, recklessly, and/or carelessly hiring, supervising, monitoring, and retaining their respective employees, agents and/or subcontractors.

31. Defendants, by and through its employees, representatives, subcontractors, and/or agents were negligent, grossly negligent, reckless, and careless in:

- (a) Failing to have knowledge of defects in the construction and installation of the plumbing lines at its leased premises;
- (b) Failing to correct any defects in construction or installation;

- (c) Failing to keep the premises in repair;
- (d) Failing to properly inspect, operate, maintain, and repair their premises and pipes;
- (e) Failing to take those precautions which it should have and could have taken to prevent water from repeatedly damaging Plaintiff's property;
- (f) Failing to promptly notice and respond to the leaking;
- (g) Allowing a water and/or health hazard to exist;
- (h) Failing to promptly stop the leaking and/or shut off the water resulting in unnecessary damage to property;
- (i) Failing to maintain the property in an organized and clean manner, thereby inducing or encouraging commencement of the leaks;
- (j) Allowing the water and contaminants to spread unnecessarily into Plaintiff's store;
- (k) Failing to prevent water and contaminants from damaging Plaintiff's premises;
- (l) Violation of building and health codes; and
- (m) Otherwise breaching its duty to Plaintiff as may be disclosed during the course of discovery.

32. Defendants knew or should have known that the plumbing line(s) was/were not in good order, condition, and repair.

33. Defendants, through the exercise of reasonable care should have known of the defects in the subject pipe(s), and that the subject pipe(s) was/were subject to leaking.

34. The aforementioned breaches were the factual causes of Plaintiff's damages and losses. In addition, the aforementioned breaches proximately and directly caused and/or substantially contributed to the Leaks and the resulting damage to the American Eagle Store.

35. Defendants are responsible for damages arising from the defective condition of its premises and/or for damages arising from the failure to keep the plumbing line(s) in good order, condition, and repair.

36. As a direct and proximate result of the aforementioned negligent, reckless, and careless acts of the Defendants, Plaintiff suffered damages in the amount in excess of \$29,284.79 and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL CO., requests Judgment against Defendant, QARGO COFFEE, INC., in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT II: TRESPASS AS TO QARGO COFFEE, INC.

37. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

38. Defendants, without authority or privilege or authorization, intentionally, recklessly, unreasonably, and otherwise trespassed onto Plaintiff's premises when it engaged in the aforementioned acts and omissions, which allowed the water to enter onto the American Eagle Store, causing significant harm and damage.

39. Defendants knowingly allowed its water/plumbing systems, for which it was responsible, to be in disrepair and refused to repair the same. Furthermore, Defendants concealed the deficient and defective condition of the water/plumbing systems and denied any responsibility for failing to affect the necessary repairs and maintenance to stop the water and contaminant intrusions.

40. Plaintiff never gave Defendants permission to allow water and contaminants to enter into the American Eagle Store.

41. As a result of Defendants' conduct as alleged in this Complaint, Plaintiff has been deprived of the use of the property to its damage in an amount to be proven at trial.

42. Defendants' conduct in ignoring the state of disrepair and its concealment of the condition of their water/plumbing systems and the status of repair, and its knowing failure to inspect, maintain, and/or repair as needed, was a substantial factor in causing Plaintiff's harm.

43. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses and other damages, including water damage, property damage and inventory loss/damage, business interruption, lost profits and earnings, and other losses and damages.

44. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses for repair costs, loss of merchandise, business interruption, accounting fees, and otherwise, in an amount in excess of \$29,284.79, and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL CO., requests Judgment against Defendant QARGO COFFEE, INC., in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT III: NUISANCE AS TO QARGO COFFEE, INC.

45. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

46. Defendants, by acting, or failing to act, created a condition that was an obstruction to Plaintiff's free use its premises, so as to interfere with Plaintiff's comfortable enjoyment of the American Eagle Store. Due to Defendants' deficient maintenance and/or repair, water and other contaminants have been diverted and channeled into the American Eagle Store. Defendants' failure to inspect, maintain, and repair as needed, was willful.

47. Defendants allowed its plumbing systems to fall into and/or stay in a state of shabbiness, dysfunction, and disrepair. This choice, a deliberate abdication of Defendants'

obligations, caused water and other contaminants to enter into the American Eagle Store and destroy Plaintiff's property.

48. Defendants knowingly allowed its plumbing systems to be in a state of dysfunction and disrepair and refused to carry out other remedial measures, despite being informed of the Leaks.

49. The condition of the inadequate plumbing systems, and the refusal to repair same, caused the intrusion which interfered with Plaintiff's free use and enjoyment of the American Eagle Store, thus constituting a nuisance.

50. Plaintiff did not consent to Defendants' conduct.

51. An ordinary person would be reasonably annoyed or disturbed by Defendants' conduct, which led to leaking and flooding into the American Eagle Store, resulting in damage to Plaintiff's property.

52. Defendants' conduct in ignoring the state of disrepair, and its knowing failure to inspect, maintain, and/or repair as needed, was a substantial factor in causing Plaintiff's harm.

53. The seriousness of the harm outweighs the public benefit of Defendant's conduct. Maintaining, inspecting, and/or repairing its plumbing systems that leak would cost a small fraction in time and effort compared to the monetary losses that ensued.

54. Defendants intentionally, willfully, egregiously, negligently, unreasonably, and otherwise interfered with Plaintiff's use and enjoyment of its property, when Defendants engaged in the aforementioned conduct causing flooding on Plaintiff's premises, resulting in significant harm and damage to Plaintiff.

55. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses for repair costs, loss of merchandise, business interruption,

legal fees, and otherwise, in an amount in excess of \$29,284.79, and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL CO., requests Judgment against Defendant, QARGO COFFEE, INC., in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT IV: NEGLIGENCE AS TO OZ MAIN HOLDINGS, LLC

56. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

57. At all times relevant hereto, Defendants owed Plaintiff a duty to exercise reasonable care, and to refrain from negligent and careless acts and/or omissions. In addition, Defendants had a duty to use ordinary care in the performance of its duties to avoid the risk of damaging property owners.

58. Defendants had a duty to take steps to eliminate the dangerous conditions it created and/or that were either known or discoverable, including but not limited to an inspection of its property and equipment.

59. Defendants had a duty to hire, supervise, monitor, and retain its respective employees, agents, and/or subcontractors with reasonable care and reasonable skill.

60. Defendants had a duty to exercise all of its duties described herein with the care and skill of those in a similar situation and under similar circumstances and consistent with industry standards.

61. Defendants, acting through itself and acting through its respective employees, agents, and/or subcontractors, breached its duties of care by, among other things, negligently, recklessly, and/or carelessly causing and allowing the Leaks to occur and/or negligently,

recklessly, and/or carelessly hiring, supervising, monitoring, and retaining their respective employees, agents and/or subcontractors.

62. Defendants, by and through its employees, representatives, subcontractors, and/or agents were negligent, grossly negligent, reckless, and careless in:

- (a) Failing to have knowledge of defects in the construction and installation of the plumbing lines at its leased premises;
- (b) Failing to correct any defects in construction or installation;
- (c) Failing to keep the premises in repair;
- (d) Failing to properly inspect, operate, maintain, and repair their premises and pipes;
- (e) Failing to take those precautions which it should have and could have taken to prevent water from repeatedly damaging Plaintiff's property;
- (f) Failing to promptly notice and respond to the leaking;
- (g) Allowing a water and/or health hazard to exist;
- (h) Failing to promptly stop the leaking and/or shut off the water resulting in unnecessary damage to property;
- (ii) Failing to maintain the property in an organized and clean manner, thereby inducing or encouraging commencement of the leaks;
- (j) Allowing the water and contaminants to spread unnecessarily into Plaintiff's store;
- (k) Failing to prevent water and contaminants from damaging Plaintiff's premises;
- (l) Violation of building and health codes; and
- (m) Otherwise breaching its duty to Plaintiff as may be disclosed during the course of discovery.

63. Defendants knew or should have known that the plumbing line(s) was/were not in good order, condition, and repair.

64. Defendants, through the exercise of reasonable care should have known of the defects in the subject pipe(s), and that the subject pipe(s) was/were subject to leaking.

65. The aforementioned breaches were the factual causes of Plaintiff's damages and losses. In addition, the aforementioned breaches proximately and directly caused and/or substantially contributed to the Leaks and the resulting damage to the American Eagle Store.

66. Defendants are responsible for damages arising from the defective condition of its premises and/or for damages arising from the failure to keep the plumbing line(s) in good order, condition, and repair.

67. As a direct and proximate result of the aforementioned negligent, reckless, and careless acts of the Defendants, Plaintiff suffered damages in the amount in excess of \$29,284.79 and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL CO., requests Judgment against Defendant, OZ MAIN HOLDINGS, LLC, in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT V: TRESPASS AS TO OZ MAIN HOLDINGS, LLC

68. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

69. Defendants, without authority or privilege or authorization, intentionally, recklessly, unreasonably, and otherwise trespassed onto Plaintiff's premises when it engaged in the aforementioned acts and omissions, which allowed the water to enter onto the American Eagle Store, causing significant harm and damage.

70. Defendants knowingly allowed its water/plumbing systems, for which it was responsible, to be in disrepair and refused to repair the same. Furthermore, Defendants concealed the deficient and defective condition of the water/plumbing systems and denied any responsibility for failing to affect the necessary repairs and maintenance to stop the water and contaminant intrusions.

71. Plaintiff never gave Defendants permission to allow water and contaminants to enter into the American Eagle Store.

72. As a result of Defendants' conduct as alleged in this Complaint, Plaintiff has been deprived of the use of the property to its damage in an amount to be proven at trial.

73. Defendants' conduct in ignoring the state of disrepair and its concealment of the condition of their water/plumbing systems and the status of repair, and its knowing failure to inspect, maintain, and/or repair as needed, was a substantial factor in causing Plaintiff's harm.

74. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses and other damages, including water damage, property damage and inventory loss/damage, business interruption, lost profits and earnings, and other losses and damages.

75. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses for repair costs, loss of merchandise, business interruption, accounting fees, and otherwise, in an amount in excess of \$29,284.79, and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE Outfitters Retail Co., requests Judgment against Defendant Oz Main Holdings, LLC in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT VI: NUISANCE AS TO OZ MAIN HOLDINGS, LLC

76. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

77. Defendants, by acting, or failing to act, created a condition that was an obstruction to Plaintiff's free use its premises, so as to interfere with Plaintiff's comfortable enjoyment of the American Eagle Store. Due to Defendants' deficient maintenance and/or repair, water and other

contaminants have been diverted and channeled into the American Eagle Store. Defendants' failure to inspect, maintain, and repair as needed, was willful.

78. Defendants allowed its plumbing systems to fall into and/or stay in a state of shabbiness, dysfunction, and disrepair. This choice, a deliberate abdication of Defendants' obligations, caused water and other contaminants to enter into the American Eagle Store and destroy Plaintiff's property.

79. Defendants knowingly allowed its plumbing systems to be in a state of dysfunction and disrepair and refused to carry out other remedial measures, despite being informed of the Leaks.

80. The condition of the inadequate plumbing systems, and the refusal to repair same, caused the intrusion which interfered with Plaintiff's free use and enjoyment of the American Eagle Store, thus constituting a nuisance.

81. Plaintiff did not consent to Defendants' conduct.

82. An ordinary person would be reasonably annoyed or disturbed by Defendants' conduct, which led to leaking and flooding into the American Eagle Store, resulting in damage to Plaintiff's property.

83. Defendants' conduct in ignoring the state of disrepair, and its knowing failure to inspect, maintain, and/or repair as needed, was a substantial factor in causing Plaintiff's harm.

84. The seriousness of the harm outweighs the public benefit of Defendant's conduct. Maintaining, inspecting, and/or repairing its plumbing systems that leak would cost a small fraction in time and effort compared to the monetary losses that ensued.

85. Defendants intentionally, willfully, egregiously, negligently, unreasonably, and otherwise interfered with Plaintiff's use and enjoyment of its property, when Defendants engaged

in the aforementioned conduct causing flooding on Plaintiff's premises, resulting in significant harm and damage to Plaintiff.

86. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses for repair costs, loss of merchandise, business interruption, legal fees, and otherwise, in an amount in excess of \$29,284.79, and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL Co., requests Judgment against Defendant, OZ MAIN HOLDINGS, LLC, in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT VII NEGLIGENCE AS TO JOHN DOES 1-5

87. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

88. At all times relevant hereto, Defendants owed Plaintiff a duty to exercise reasonable care, and to refrain from negligent and careless acts and/or omissions. In addition, Defendants had a duty to use ordinary care in the performance of its duties to avoid the risk of damaging property owners.

89. Defendants had a duty to take steps to eliminate the dangerous conditions it created and/or that were either known or discoverable, including but not limited to an inspection of its property and equipment.

90. Defendants had a duty to hire, supervise, monitor, and retain its respective employees, agents, and/or subcontractors with reasonable care and reasonable skill.

91. Defendants had a duty to exercise all of its duties described herein with the care and skill of those in a similar situation and under similar circumstances and consistent with industry standards.

92. Defendants, acting through itself and acting through its respective employees, agents, and/or subcontractors, breached its duties of care by, among other things, negligently, recklessly, and/or carelessly causing and allowing the Leaks to occur and/or negligently, recklessly, and/or carelessly hiring, supervising, monitoring, and retaining their respective employees, agents and/or subcontractors.

93. Defendants, by and through its employees, representatives, subcontractors, and/or agents were negligent, grossly negligent, reckless, and careless in:

- (a) Failing to have knowledge of defects in the construction and installation of the plumbing lines at its leased premises;
- (b) Failing to correct any defects in construction or installation;
- (c) Failing to keep the premises in repair;
- (d) Failing to properly inspect, operate, maintain, and repair their premises and pipes;
- (e) Failing to take those precautions which it should have and could have taken to prevent water from repeatedly damaging Plaintiff's property;
- (f) Failing to promptly notice and respond to the leaking;
- (g) Allowing a water and/or health hazard to exist;
- (h) Failing to promptly stop the leaking and/or shut off the water resulting in unnecessary damage to property;
- (iii) Failing to maintain the property in an organized and clean manner, thereby inducing or encouraging commencement of the leaks;
- (j) Allowing the water and contaminants to spread unnecessarily into Plaintiff's store;
- (k) Failing to prevent water and contaminants from damaging Plaintiff's premises;
- (l) Violation of building and health codes; and
- (m) Otherwise breaching its duty to Plaintiff as may be disclosed during the course of discovery.

94. Defendants knew or should have known that the plumbing line(s) was/were not in good order, condition, and repair.

95. Defendants, through the exercise of reasonable care should have known of the defects in the subject pipe(s), and that the subject pipe(s) was/were subject to leaking.

96. The aforementioned breaches were the factual causes of Plaintiff's damages and losses. In addition, the aforementioned breaches proximately and directly caused and/or substantially contributed to the Leaks and the resulting damage to the American Eagle Store.

97. Defendants are responsible for damages arising from the defective condition of its premises and/or for damages arising from the failure to keep the plumbing line(s) in good order, condition, and repair.

98. As a direct and proximate result of the aforementioned negligent, reckless, and careless acts of the Defendants, Plaintiff suffered damages in the amount in excess of \$29,284.79 and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL CO., requests Judgment against Defendants, JOHN DOES 1-5, jointly and severally in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT VIII: TRESPASS AS TO JOHN DOES 1-5

99. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

100. Defendants, without authority or privilege or authorization, intentionally, recklessly, unreasonably, and otherwise trespassed onto Plaintiff's premises when it engaged in the aforementioned acts and omissions, which allowed the water to enter onto the American Eagle Store, causing significant harm and damage.

101. Defendants knowingly allowed its water/plumbing systems, for which it was responsible, to be in disrepair and refused to repair the same. Furthermore, Defendants concealed the deficient and defective condition of the water/plumbing systems and denied any responsibility for failing to affect the necessary repairs and maintenance to stop the water and contaminant intrusions.

102. Plaintiff never gave Defendants permission to allow water and contaminants to enter into the American Eagle Store.

103. As a result of Defendants' conduct as alleged in this Complaint, Plaintiff has been deprived of the use of the property to its damage in an amount to be proven at trial.

104. Defendants' conduct in ignoring the state of disrepair and its concealment of the condition of their water/plumbing systems and the status of repair, and its knowing failure to inspect, maintain, and/or repair as needed, was a substantial factor in causing Plaintiff's harm.

105. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses and other damages, including water damage, property damage and inventory loss/damage, business interruption, lost profits and earnings, and other losses and damages.

106. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses for repair costs, loss of merchandise, business interruption, accounting fees, and otherwise, in an amount in excess of \$29,284.79, and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL CO., requests Judgment against Defendants, JOHN DOES 1-5, jointly and severally in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

COUNT IX: NUISANCE AS TO JOHN DOES 1-5

107. Plaintiff realleges paragraphs 1 through 24 as if fully set forth herein.

108. Defendants, by acting, or failing to act, created a condition that was an obstruction to Plaintiff's free use its premises, so as to interfere with Plaintiff's comfortable enjoyment of the American Eagle Store. Due to Defendants' deficient maintenance and/or repair, water and other contaminants have been diverted and channeled into the American Eagle Store. Defendants' failure to inspect, maintain, and repair as needed, was willful.

109. Defendants allowed its plumbing systems to fall into and/or stay in a state of shabbiness, dysfunction, and disrepair. This choice, a deliberate abdication of Defendants' obligations, caused water and other contaminants to enter into the American Eagle Store and destroy Plaintiff's property.

110. Defendants knowingly allowed its plumbing systems to be in a state of dysfunction and disrepair and refused to carry out other remedial measures, despite being informed of the Leaks.

111. The condition of the inadequate plumbing systems, and the refusal to repair same, caused the intrusion which interfered with Plaintiff's free use and enjoyment of the American Eagle Store, thus constituting a nuisance.

112. Plaintiff did not consent to Defendants' conduct.

113. An ordinary person would be reasonably annoyed or disturbed by Defendants' conduct, which led to leaking and flooding into the American Eagle Store, resulting in damage to Plaintiff's property.

114. Defendants' conduct in ignoring the state of disrepair, and its knowing failure to inspect, maintain, and/or repair as needed, was a substantial factor in causing Plaintiff's harm.

115. The seriousness of the harm outweighs the public benefit of Defendant's conduct. Maintaining, inspecting, and/or repairing its plumbing systems that leak would cost a small fraction in time and effort compared to the monetary losses that ensued.

116. Defendants intentionally, willfully, egregiously, negligently, unreasonably, and otherwise interfered with Plaintiff's use and enjoyment of its property, when Defendants engaged in the aforementioned conduct causing flooding on Plaintiff's premises, resulting in significant harm and damage to Plaintiff.

117. As a result of the aforementioned acts and omissions of Defendants, Plaintiff sustained significant economic losses for repair costs, loss of merchandise, business interruption, legal fees, and otherwise, in an amount in excess of \$29,284.79, and now looks to Defendants for reimbursement.

WHEREFORE, Plaintiff, AE OUTFITTERS RETAIL Co., requests Judgment against Defendants, JOHN DOES 1-5, jointly and severally in an amount in excess of \$29,284.79, costs, and interest, and such further relief as the Court may deem appropriate.

DATED this 10th day of February, 2026.

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