

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

KIARA GOMILLER,)
) 21L0841
Plaintiff,)
)
Vs)
)
WASHINGTON PRIME GROUP, INC., and)
KLM COMMERCIAL SWEEPING, INC,)
)
)
Defendant.)

COMPLAINT

COMES NOW Plaintiff, Kiara Gomiller (hereinafter “Plaintiff”), by and through her attorneys, Hipskind and McAninch, LLC, and for her Complaint against Defendants, Washington Prime Group, Inc. and KLM Commercial Sweeping, Inc., states as follows:

1. That at all relevant times, Plaintiff was an individual residing in St. Clair County, Illinois.
2. That at all relevant times, Defendant, Washington Prime Group, Inc., was an Ohio corporation doing business in Illinois and at all times hereinafter mentioned, acted by and through its agents, servants and employees who acted within the scope and course of their employment; at all times hereinafter mentioned, Defendant owned the parking lot that provided parking to Crown Vision Center and Wal-Mart located at 1560 W U.S. 50 in O’Fallon, Illinois.
3. That at all relevant times, Defendant, KLM Commercial Sweeping, Inc., was qualified and registered to do business in Illinois and at all times hereinafter mentioned, acted by and through its agents, servants and employees who acted within the scope and course

of their employment; at all times hereinafter mentioned, Defendant provided parking lot maintenance for Defendant Washington Prime Group, Inc.

4. At all relevant times, Defendant, KLM Commercial Sweeping, Inc., acted as agent of Defendant Washington Prime Group, Inc. by maintaining the parking lot at 1560 W U.S. 50 in O'Fallon, Illinois.

5. That on or about December 17, 2019, Plaintiff was rightfully and lawfully walking on the parking lot owned by Defendant, Washington Prime Group, Inc., and maintained by Defendant, KLM Commercial Sweeping, Inc., when she was caused to slip and fall due to an unnatural accumulation of ice that was on the parking lot, causing Plaintiff serious, painful, and permanent injuries.

COUNT I
(Washington Prime Group, Inc.)

6. Plaintiff adopts and incorporates paragraphs 1-5 as if set forth fully herein.

7. Defendant and their agents, servants, and employees, knew or in in the exercise of ordinary care should have known, of the dangerous and unreasonably unsafe condition.

8. Defendant was required to remove snow and ice from the common areas associated with the premises.

9. Plaintiff's slip and fall and her resulting injuries were directly and proximately caused by the carelessness and negligence of Defendant, in the following respects:

- a. Defendant knew or by using ordinary care could have known of the accumulation of ice remained in the parking lot for the premises at issue;
- b. Defendant knew or by using ordinary care could have known of this accumulation of ice on the parking lot where automobiles were parking and Defendants carelessly and negligently failed to remove said condition; and/or
- c. Defendant knew or by using ordinary care could have known of the accumulation of ice in the area where automobiles were parked and negligently and carelessly

failed to barricade the same until they had properly removed the snow and ice accumulation.

10. As a direct result of her slip and fall, Plaintiff sustained the following bodily injuries: Plaintiff sustained an ankle fracture.

11. Plaintiff suffered severe pain and mental anguish and will forever suffer the same in the future; the use, movement and function of the aforesaid injured parts have been severely and permanently impaired and diminished.

12. As a direct and result of the aforesaid occurrence and the resulting injuries and damages sustained by Plaintiff, she has been caused to undergo certain necessary and reasonable medical care and treatment. Plaintiff may be required to undergo further care and treatment in the future and may incur further sums as a result.

WHEREFORE Plaintiff, Kiara Gomiller, prays for judgment against Defendant, Washington Prime Group, Inc., in an amount to exceed \$50,000.00 together with her costs herein expended and for such and other further relief as this Court deems just and proper.

COUNT II
(KLM Sweeping, Inc.)

13. Plaintiff adopts and incorporates paragraphs 1-5 above as if set forth fully herein.

14. Defendant and their agents, servants, and employees, knew or in in the exercise of ordinary care should have known, of the dangerous and unreasonably unsafe condition.

15. Defendant was required to remove snow and ice from the common areas associated with the premises.

16. Plaintiff's slip and fall and her resulting injuries were directly and proximately caused by the carelessness and negligence of Defendant, in the following respects:

- a. Defendant knew or by using ordinary care could have known of the accumulation of ice remained in the parking lot for the premises at issue;

- b. Defendant knew or by using ordinary care could have known of this accumulation of ice on the parking lot where automobiles were parking and Defendants carelessly and negligently failed to remove said condition; and/or
- c. Defendant knew or by using ordinary care could have known of the accumulation of ice in the area where automobiles were parked and negligently and carelessly failed to barricade the same until they had properly removed the snow and ice accumulation.

17. As a direct result of her slip and fall, Plaintiff sustained the following bodily injuries: Plaintiff sustained an ankle fracture.

18. Plaintiff suffered severe pain and mental anguish and will forever suffer the same in the future; the use, movement and function of the aforesaid injured parts have been severely and permanently impaired and diminished.

19. As a direct and result of the aforesaid occurrence and the resulting injuries and damages sustained by Plaintiff, she has been caused to undergo certain necessary and reasonable medical care and treatment. Plaintiff may be required to undergo further care and treatment in the future and may incur further sums as a result.

WHEREFORE Plaintiff, Kiara Gomiller, prays for judgment against Defendant, KLM Sweeping, Inc., in an amount to exceed \$50,000.00 together with her costs herein expended and for such and other further relief as this Court deems just and proper.

