

IN THE COURT OF COMMON PLEAS
TRUMBULL COUNTY, OHIO

JEREMIAH HUNTER
439 East Kline Street
Girard, Ohio 44420

and

TINA HUNTER
439 East Kline Street
Girard, Ohio 44420

and

JOSIAH HUNTER
439 East Kline Street
Girard, Ohio 44420

and

ASH TOLBERT
439 East Kline Street
Girard, Ohio 44420

Plaintiffs,

v.

CITY OF GIRARD
100 West Main Street
Girard, Ohio 44420

and

GIRARD CITY SCHOOL DISTRICT
BOARD OF EDUCATION
100 West Main Street, Suite 2
Girard, Ohio 44420

and

CASE NO. _____

JUDGE _____

COMPLAINT: OTHER TORTS

**JURY DEMAND ENDORSED
HEREON**

ROBERT WILLIAMS)
100 North Market Street, Suite B)
Girard, Ohio 44420)
)
Defendants.)

Now come the Plaintiffs, Jeremiah Hunter, Tina Hunter, Josiah Hunter, and Ash Tolbert, by and through undersigned counsel, and for their Complaint against the Defendants, the City of Girard, the Girard City School District Board of Education, and Robert Williams, hereby state and aver the following:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Jeremiah Hunter ("Jeremiah") is a natural person residing in Trumbull County, Ohio. At all times relevant to the Complaint, Jeremiah was a student at GSHS. Jeremiah was a minor at the time of the events described in this Complaint but has since reached the age of majority and can therefore bring this lawsuit in his own name.
2. Plaintiff Tina Hunter ("Tina") is a natural person residing in Trumbull County, Ohio. At all times relevant to the Complaint, Tina was the biological parent and guardian of her two sons, Jeremiah and Josiah.
3. Plaintiff Josiah Hunter ("Josiah") is a natural person residing in Trumbull County, Ohio. At all times relevant to the Complaint, Josiah was a student at GSHS, and personally witnessed the events underlying this Complaint. Josiah was a minor at the time of the events described in this Complaint but has since reached the age of majority and can therefore bring this lawsuit in his own name.

4. Plaintiff Ash Tolbert (“Ash”) is a natural person residing in Trumbull County, Ohio. At all times relevant to the Complaint, Ash was the biological parent and guardian of his two sons, Jeremiah and Josiah.
5. Defendant City of Girard (“City”) is a municipality and political subdivision situated in Trumbull County, Ohio. At all times relevant to the Complaint, the City trained, supervised, and controlled the activities of its employees. The City operated, maintained, directed, and staffed GFD; operated, maintained, directed, and staffed GPD; and acted as Williams’s employer. The City, acting through its agents and employees, oversaw, conducted, and participated in the events underlying this Complaint.
6. Defendant Girard City School District Board of Education (“School District”) is a political subdivision situated in Trumbull County, Ohio. At all times relevant to the Complaint, the School District trained, supervised, and controlled the activities of its employees. The School District operated, maintained, directed, and staffed Girard Senior High School (“GSHS”), which is where the events underlying this Complaint took place, and oversaw, conducted, and participated in the events underlying this Complaint.
7. Non-Party City of Girard Fire Department (“GFD”) is a fire department situated in Trumbull County, Ohio, and exists as a public safety arm of the City. At all times relevant to the Complaint, the City, acting through GFD, trained, supervised, and controlled the activities of its employees. The City, acting through GFD, oversaw, conducted, and participated in the events underlying this Complaint.

8. Non-Party James Petruzzi ("Petruzzi") is a natural person residing in Trumbull County, Ohio. At all times relevant to the Complaint, Petruzzi held the rank of Fire Chief within the GFD. Acting as an agent of the City, Petruzzi oversaw, conducted, and participated in the events underlying this Complaint.
9. Non-Party City of Girard Police Department ("GPD") is a police department situated in Trumbull County, Ohio, and exists as a public safety arm of the City. At all times relevant to the Complaint, the City, acting through GPD, trained, supervised, and controlled the activities of its employees, and acted as Williams's employer. The City, acting through GPD, also owned and provided Williams with the 2024 Ford Explorer Police Interceptor, Unit 392 ("Interceptor") involved in the incident underlying this Complaint. The City, acting through GPD, oversaw, conducted, and participated in the events underlying this Complaint.
10. Defendant Robert Williams ("Williams") is a natural person residing in Trumbull County, Ohio. At all times relevant to the Complaint, Williams held the rank of Patrolman within the GPD and served as a School Resource Officer at GSHS. Williams operated the Interceptor involved in the incident underlying this Complaint, and oversaw, conducted, and participated in the events underlying this Complaint.
11. Jurisdiction is appropriate in the State of Ohio because the events alleged herein took place in Ohio.
12. Venue is appropriate in Trumbull County because the events alleged herein took place in Trumbull County.

STATEMENT OF FACTS

13. On the morning of May 1, 2025, a day that should have been full of joy and pre-prom excitement, close to 200 of Jeremiah's peers at GSHS, including his brother, Josiah, watched helplessly in horror as the Interceptor, driven by Williams, ran over Jeremiah during a demonstration on the dangers of drunk and distracted driving.¹
14. May 1, 2025, was the date of the annual Prom Promise event at GSHS, wherein on- and off-duty members of the GFD and GPD simulated a response to a fatal motor vehicle accident staged in the parking lot of GSHS—complete with wrecked cars, field sobriety tests, the arrest of the intoxicated driver, several fatalities, multiple GFD and GPD vehicles, and the live extrication of a critical patient.
15. The purpose of this event was to impress upon the students at GSHS the grim realities and dire consequences of drunk and distracted driving in advance of the prom scheduled for the next evening on May 2, 2025.
16. The event itself is similar to such nationally recognized programs as Shattered Dreams² and Every 15 Minutes,³ which are community-driven, nonprofit initiatives aimed at raising awareness of the risks of drunk and distracted driving.

¹ See Nadine Grimley, *Mishap at Girard's Prom Promise Event Sends 1 to Hospital*, WKBN.COM (May 1, 2025), <https://www.wkbn.com/news/local-news/girard-news/mishap-at-girards-prom-promise-event-sends-1-to-hospital/>.

² See, e.g., *Shattered Dreams*, HARRIS CNTY. HOSP. DIST. FOUND. (last accessed Apr. 7, 2026), <https://hchdfoundation.org/shattereddreams/>.

³ See, e.g., Lauren Boomer, *"Every 15 Minutes" Program Returns to Coronado High School*, CORONADO EAGLE & J. (Apr. 6, 2026), https://www.coronadonewsca.com/news/coronado_island_news/every-15-minutes-program-returns-to-coronado-high-school/article_26f8338d-ba03-4a63-bcc4-6147bf3e6f45.html

17. As such, several students at GSHS coordinated with GSHS administration, the School District, members of GFD, Petruzzi, members of GPD, and Williams, to organize the mock crash simulation and to enact it before prom on May 2, 2025.
18. Several of these GSHS students voluntarily took on various acting roles for the simulation, playing the part of driver, victim, or patient, with members of GFD, Petruzzi, members of GPD, and Williams all responding to the scene as if it were a genuine car crash.
19. Jeremiah participated in this event as one of the three fatalities, which meant that after he was extracted from the mock accident by members of GFD, he was required to lay motionless on his back in the GSHS parking lot while covered with a full-length white sheet, mimicking a deceased crash victim, with only his shoes visible.
20. Jeremiah dutifully followed his given instruction to remain still during the demonstration, and he did not get up, move, or otherwise change his position from where he had been dramatically placed by the members of GFD.
21. Jeremiah did so well in his role that one of the GFD personnel present that day remarked in a written narrative that she thought the deceased were dummies, not GSHS students.
22. Unfortunately, the members of GFD participating in the event staged Jeremiah directly in the path of the front tires of Williams's Interceptor.

23. After placing Jeremiah directly in the path of Williams's Interceptor, and then covering him with a white sheet, the GFD members returned to their task of extricating a critical patient from the wreckage.
24. At no time did any of the GFD, GPD, or GSHS personnel present stand near Jeremiah and the two other students playing the role of deceased crash victim.
25. At about the same time, Williams had finished performing a field sobriety test on another GSHS student playing the role of an intoxicated driver and was in the process of arresting this student and placing them into the back of his Interceptor.
26. After situating the arrestee in the back of his Interceptor, Williams walked to the rear of the car and closed the tailgate; he then got into the driver's seat, placed the Interceptor into gear, and attempted to leave the mock crash scene in his Interceptor by making a right turn away from the scene and towards the GSHS students assembled outside.
27. Jeremiah was still laying directly in the path of the front tires of Williams's Interceptor when Williams attempted to drive away.
28. Williams then ran over Jeremiah's right hand and right leg, causing Jeremiah to suffer a laceration on the middle finger of his right hand, scrapes to his right hip, thigh, and leg, and road rash from the contact; there was also a tire print which ran across Jeremiah's right upper thigh.
29. Williams did not make any efforts to avoid running over Jeremiah, nor did Williams exercise any precautionary measures—such as reversing away from

Jeremiah and the scene before driving forward, or repositioning Jeremiah and the two other students prior to driving off – to avoid striking Jeremiah.

30. In a statement he gave on-scene to the Ohio State Highway Patrol, Williams indicated that he knew at the time he began to drive away that Jeremiah and two other students were lined up on the ground directly in front of his Interceptor.
31. Williams stated to the Ohio State Highway Patrol that he had traveled a distance of around one foot before striking Jeremiah with his Interceptor—meaning Jeremiah was staged by GFD personnel only about 12 inches away from the front tires of Williams’s Interceptor.
32. The conditions at GSHS on May 1, 2025, were not such that Williams could reasonably have been distracted or impaired—it was mid-morning daylight with cloud coverage, rain was not forecasted to occur until the early afternoon, and the surface of the parking lot was level.
33. Williams also stated to the Ohio State Highway Patrol that he was not distracted by anything when he began to drive away from the scene.
34. Williams consciously disregarded the unreasonable risk of harm that his actions were likely cause—even though several alternatives were available to him—and made the choice to drive forward despite knowing that Jeremiah and two other students were directly in the path of his Interceptor.
35. Jeremiah being ran over and suffering physical injury was a reasonably foreseeable consequence of Williams’s actions.

36. Jeremiah being ran over and suffering physical injury was a reasonably foreseeable consequence of being staged around twelve inches from Williams's Interceptor by members of the GFD.
37. Williams, recognizing instantly that he had done something terrible, especially given the shouting and screaming coming both from GFD personnel and the GSHS students assembled outside, placed the Interceptor in park and got out to see that he had ran over Jeremiah.
38. Some of the GFD personnel responded to Jeremiah and rendered aid on-scene, which included wrapping the laceration on the middle finger of Jeremiah's right hand and placing a cervical collar around his neck.
39. Jeremiah was then placed into an on-scene ambulance for transport to the emergency department at Mercy Health-St. Elizabeth Youngstown Hospital – the same hospital where Tina worked.
40. Simultaneously, other members of the GFD positioned several GFD vehicles between the mock crash scene and the assembled GSHS students to block the students' view of what had become an actual emergency.
41. Jeremiah's brother, Josiah, who had witnessed these terrible events unfold, was able to sit and speak with Jeremiah in the rear of the ambulance and see directly the physical and emotional trauma that had befallen Jeremiah.
42. Both Tina and Ash were notified by GFD personnel on-scene of what had happened to Jeremiah and where Jeremiah was to be transported; Ash was in

Cleveland and rushed to the hospital, while Tina was already present at St. Elizabeth's and would be able to meet Jeremiah in the emergency department.

43. In a statement made to GPD on May 12, 2025, the Principal of GSHS, Scott Libert, indicated that after the accident, he had an opportunity to speak with Petruzzi; Libert stated that during this conversation with Petruzzi, Petruzzi remarked that he did not know that Williams was going to be leaving the mock crash scene in his Interceptor.
44. In this same statement made on May 12, 2025, Libert further indicated that during a previously scheduled planning meeting regarding the Prom Promise event, at which Petruzzi was present, Libert was certain that Williams mentioned that he would be leaving the mock scene in his Interceptor.
45. Petruzzi, who was present at the Prom Promise event on May 1, 2025, wrote in a narrative on May 19, 2025, that there was no official Safety Officer appointed to this event.
46. But in his on-scene statement to the Ohio State Highway Patrol made immediately following the incident on May 1, 2025, Williams affirmatively identified Petruzzi as the designated safety coordinator for the mock crash.

COUNT ONE: NEGLIGENCE
AGAINST DEFENDANTS, THE CITY OF GIRARD AND THE GIRARD CITY
SCHOOL DISTRICT BOARD OF EDUCATION

47. The Plaintiffs reallege and reaffirm Paragraphs 1 through 46.
48. Section 2744.02(B)(1) of the Ohio Revised Code states that "political subdivisions are liable for injury, death, or loss to person or property caused by the negligent

operation of any motor vehicle by their employees when the employees are engaged within the scope of their employment and authority.”

49. Section 2744.02(B)(2) of the Ohio Revised Code states that “political subdivisions are liable for injury, death, or loss to person or property caused by the negligent performance of acts by their employees with respect to proprietary functions of the political subdivisions.”
50. Section 2744.01(G)(1) of the Ohio Revised Code defines a “proprietary function” as “a function of a political subdivision” that satisfies two criteria: (a) it is “not one described in division (C)(1)(a) or (b) of this section and is not one specified in division (C)(2) of this section,” each of which identify “governmental functions”; and (b) it is “one that promotes or preserves the public peace, health, safety, or welfare and that involves activities that are customarily engaged in by nongovernmental persons.”
51. The Prom Promise event held on May 1, 2025, at GSHS is one such “proprietary function,” given that non-government entities across the nation regularly and routinely organize and host similar demonstrations aimed at curbing drunk and distracted driving among teenagers, and further that raising awareness of drunk and distracted driving is not an activity exclusively performed by the government.
52. By overseeing, conducting, and participating in the Prom Promise event held on May 1, 2025, the Defendants, by and through their supervisors, agents, and employees, voluntarily assumed the legal duty to conduct the mock crash in a safe

- and competent manner, and to ensure that the GSHS students who participated in the simulation, Jeremiah included, would not suffer an unreasonable risk of harm.
53. Based on the conflicting statements and written narratives of those Defendants involved in the events of May 1, 2025, the unreasonable failure by the Defendants to appoint a designated Safety Officer for the Prom Promise event, the unreasonable failure by Petruzzi to fulfill his duty as the event's safety coordinator, or both, directly and proximately contributed to the injuries Jeremiah suffered.
 54. The risk of negligent driving by any of the Defendants' supervisors, agents, and employees present for the Prom Promise event, Williams included, was reasonably foreseeable by the Defendants.
 55. The injuries Jeremiah suffered were of a kind that was reasonably foreseeable to the Defendants should any of their supervisors, agents, and employees have acted negligently.
 56. Jeremiah did not contribute to his injuries; he followed his given instruction to remain still during the demonstration, and he did not get up, move, or otherwise change his position from where he had been placed by the members of GFD.
 57. At no time during the Prom Promise event did any of the GFD, GPD, or GSHS personnel present stand near Jeremiah and the two other students playing the role of deceased crash victim.

58. Williams's conduct represents a reckless, willful, and wanton disregard for Jeremiah's safety, and for the safety of the two other GSHS students situated next to Jeremiah.
59. As a direct and proximate result of the Defendants' tortious and unlawful conduct, and the tortious and unlawful conduct of their supervisors, agents, and employees, Jeremiah has suffered serious, genuine, and consequential damages, including pain, suffering, emotional distress, mental distress, and loss of quality and enjoyment of life.

COUNT TWO: NEGLIGENCE
AGAINST DEFENDANTS, THE CITY OF GIRARD AND ROBERT WILLIAMS

60. The Plaintiffs reallege and reaffirm Paragraphs 1 through 46.
61. Section 2744.02(B)(1) of the Ohio Revised Code states that "political subdivisions are liable for injury, death, or loss to person or property caused by the negligent operation of any motor vehicle by their employees when the employees are engaged within the scope of their employment and authority."
62. By overseeing, conducting, and participating in the Prom Promise event held on May 1, 2025, the City and Williams voluntarily assumed the legal duty to conduct the mock crash in a safe and competent manner, and to ensure that the GSHS students who participated in the simulation, Jeremiah included, would not suffer an unreasonable risk of harm.
63. By providing Williams with an Interceptor for use in the Prom Promise event on May 1, 2025, the City assumed the obligation of being responsible for any negligent

or reckless acts that Williams performed while operating this Interceptor during the event.

64. Williams voluntarily assumed the duty to operate his Interceptor in a safe and competent manner, and to ensure that the GSHS students who participated in the simulation, Jeremiah included, would not suffer an unreasonable risk of harm from his operation of the Interceptor.
65. Williams knew at the time he began to operate his Interceptor that Jeremiah and two other students were lined up on the ground directly in front of his Interceptor.
66. Despite having this knowledge, Williams did not make any efforts to avoid running over Jeremiah, nor did Williams exercise any precautionary measures—such as reversing away from Jeremiah and the scene before driving forward, or repositioning Jeremiah and the two other students prior to driving off—to avoid striking Jeremiah.
67. Williams was not distracted by anything when he began to drive away from the scene.
68. Jeremiah did not contribute to his injuries; he followed his given instruction to remain still during the demonstration, and he did not get up, move, or otherwise change his position from where he had been placed by the members of GFD.
69. Williams consciously disregarded the unreasonable risk of harm that his actions were likely cause—even though several alternatives were available to him—and made the choice to drive forward despite knowing that Jeremiah and two other students were directly in the path of his Interceptor.

70. Jeremiah being ran over and suffering physical injury was a reasonably foreseeable consequence of Williams's actions.
71. The risk of negligent driving by any of the Defendants' supervisors, agents, and employees present for the Prom Promise event, Williams included, was reasonably foreseeable by the Defendants.
72. The injuries Jeremiah suffered were of a kind that was reasonably foreseeable to the Defendants should any of their supervisors, agents, and employees have acted negligently.
73. Williams's conduct represents a reckless, willful, and wanton disregard for Jeremiah's safety, and for the safety of the two other GSHS students situated next to Jeremiah.
74. As a direct and proximate result of the Defendants' tortious and unlawful conduct, and the tortious and unlawful conduct of their supervisors, agents, and employees, Jeremiah has suffered serious, genuine, and consequential damages, including pain, suffering, emotional distress, mental distress, and loss of quality and enjoyment of life.

COUNTS THREE & FOUR:
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
AGAINST DEFENDANTS, THE CITY OF GIRARD AND ROBERT WILLIAMS

75. The Plaintiffs reallege and reaffirm Paragraphs 1 through 46.
76. Section 2744.02(B)(1) of the Ohio Revised Code states that "political subdivisions are liable for injury, death, or loss to person or property caused by the negligent

operation of any motor vehicle by their employees when the employees are engaged within the scope of their employment and authority.”

77. By overseeing, conducting, and participating in the Prom Promise event held on May 1, 2025, the City and Williams voluntarily assumed the legal duty to conduct the mock crash in a safe and competent manner, and to ensure that the GSHS students who participated in the simulation, Jeremiah included, would not suffer an unreasonable risk of harm.
78. By providing Williams with an Interceptor for use in the Prom Promise event on May 1, 2025, the City assumed the obligation of being responsible for any negligent or reckless acts that Williams performed while operating this Interceptor during the event.
79. Williams voluntarily assumed the duty to operate his Interceptor in a safe and competent manner, and to ensure that the GSHS students who participated in the simulation, Jeremiah included, would not suffer an unreasonable risk of harm from his operation of the Interceptor.
80. Williams knew at the time he began to operate his Interceptor that Jeremiah and two other students were lined up on the ground directly in front of his Interceptor.
81. Despite having this knowledge, Williams did not make any efforts to avoid running over Jeremiah, nor did Williams exercise any precautionary measures—such as reversing away from Jeremiah and the scene before driving forward, or repositioning Jeremiah and the two other students prior to driving off—to avoid striking Jeremiah.

82. Williams was not distracted by anything when he began to drive away from the scene.
83. Jeremiah did not contribute to his injuries; he followed his given instruction to remain still during the demonstration, and he did not get up, move, or otherwise change his position from where he had been placed by the members of GFD.
84. Williams consciously disregarded the unreasonable risk of harm that his actions were likely cause—even though several alternatives were available to him—and made the choice to drive forward despite knowing that Jeremiah and two other students were directly in the path of his Interceptor.
85. Jeremiah being ran over and suffering physical injury was a reasonably foreseeable consequence of Williams's actions.
86. The risk of negligent driving by any of the Defendants' supervisors, agents, and employees present for the Prom Promise event, Williams included, was reasonably foreseeable by the Defendants.
87. The injuries Jeremiah suffered were of a kind that was reasonably foreseeable to the Defendants should any of their supervisors, agents, and employees have acted negligently.
88. Williams's conduct represents a reckless, willful, and wanton disregard for Jeremiah's safety, for the mental and emotional wellbeing of Josiah, and for the safety of the two other GSHS students situated next to Jeremiah.
89. Williams, through his reckless and negligent actions, placed Jeremiah in fear and apprehension of a real and imminent threat of physical harm, and Williams's

conduct was the direct and proximate result of Jeremiah's physical and emotional injuries.

90. Jeremiah's brother, Josiah, who was a witness and bystander to the events of May 1, 2025, was able to reasonably appreciate the peril and harm that had befallen Jeremiah because of Williams's reckless and negligent conduct, and Williams's conduct was the direct and proximate result of [Brother's] emotional injuries.
91. As a direct and proximate result of the Defendants' tortious and unlawful conduct, and the tortious and unlawful conduct of their supervisors, agents, and employees, both Jeremiah and Josiah have suffered serious, genuine, and consequential damages, including pain, suffering, emotional distress, mental distress, and loss of quality and enjoyment of life.

COUNT FIVE:
NEGLIGENCE: RECKLESS, WILLFUL, AND WANTON CONDUCT
AGAINST DEFENDANT ROBERT WILLIAMS

92. The Plaintiffs reallege and reaffirm Paragraphs 1 through 46.
93. Williams voluntarily assumed the duty to operate his Interceptor in a safe and competent manner, and to ensure that the GSHS students who participated in the simulation, Jeremiah included, would not suffer an unreasonable risk of harm from his operation of the Interceptor.
94. Williams knew at the time he began to operate his Interceptor that Jeremiah and two other students were lined up on the ground directly in front of his Interceptor.
95. Despite having this knowledge, Williams did not make any efforts to avoid running over Jeremiah, nor did Williams exercise any precautionary measures—

such as reversing away from Jeremiah and the scene before driving forward, or repositioning Jeremiah and the two other students prior to driving off—to avoid striking Jeremiah.

96. Jeremiah did not contribute to his injuries; he followed his given instruction to remain still during the demonstration, and he did not get up, move, or otherwise change his position from where he had been placed by the members of GFD.
97. Williams consciously disregarded the unreasonable risk of harm that his actions were likely cause—even though several alternatives were available to him—and made the choice to drive forward despite knowing that Jeremiah and two other students were directly in the path of his Interceptor.
98. Jeremiah being ran over and suffering physical injury was a reasonably foreseeable consequence of Williams’s actions.
99. Williams knew or should have known that his conscious disregard of a known and unreasonable risk of harm to Jeremiah’s safety would result in Jeremiah suffering serious emotional distress.
100. No objectively reasonable person would have conducted themselves in the manner Williams did during the Prom Promise event on May 1, 2025.
101. Williams’s conduct represents a reckless, willful, and wanton disregard for Jeremiah’s safety, and for the safety of the two other GSHS students situated next to Jeremiah.

102. Williams's conduct represents extreme and outrageous behavior that far exceeds what any objectively reasonable member of society would tolerate or be expected to endure.
103. As a direct and proximate result of Williams's tortious and unlawful conduct, Jeremiah has suffered serious, genuine, and consequential damages, including pain, suffering, emotional distress, mental distress, and loss of quality and enjoyment of life.

**COUNTS SIX, SEVEN & EIGHT: LOSS OF CONSORTIUM
AGAINST DEFENDANTS, THE CITY OF GIRARD, THE GIRARD CITY SCHOOL
DISTRICT BOARD OF EDUCATION, AND ROBERT WILLIAMS**

104. The Plaintiffs reallege and reaffirm Paragraphs 1 through 46.
105. Section 2744.02(B)(1) of the Ohio Revised Code states that "political subdivisions are liable for injury, death, or loss to person or property caused by the negligent operation of any motor vehicle by their employees when the employees are engaged within the scope of their employment and authority."
106. Section 2744.02(B)(2) of the Ohio Revised Code states that "political subdivisions are liable for injury, death, or loss to person or property caused by the negligent performance of acts by their employees with respect to proprietary functions of the political subdivisions."
107. Section 2744.01(G)(1) of the Ohio Revised Code defines a "proprietary function" as "a function of a political subdivision" that satisfies two criteria: (a) it is "not one described in division (C)(1)(a) or (b) of this section and is not one specified in division (C)(2) of this section," each of which identify "governmental functions";

and (b) it is “one that promotes or preserves the public peace, health, safety, or welfare and that involves activities that are customarily engaged in by nongovernmental persons.”

108. The Prom Promise event held on May 1, 2025, at GSHS is one such “proprietary function,” given that non-government entities across the nation regularly and routinely organize and host similar demonstrations aimed at curbing drunk and distracted driving among teenagers, and further that raising awareness of drunk and distracted driving is not an activity exclusively performed by the government.
109. As a direct and proximate result of the traumatic events that occurred at GSHS on May 1, 2025, as are fully described in Paragraphs 1 through 103 of this Complaint, Tina, Josiah, and Ash have each been deprived of care, companionship, comfort, society, services, society, solace, and consortium from their son and brother, Jeremiah.
110. The Defendants’ tortious and unlawful conduct, as fully described in Paragraphs 1 through 103 above, is the direct and proximate cause of this loss of consortium experienced by Tina, Josiah, and Ash.
111. As a direct and proximate result of the Defendants’ tortious and unlawful conduct, and the tortious and unlawful conduct of their supervisors, agents, and employees, Tina, Josiah, and Ash have each suffered serious, genuine, and consequential damages, including pain, suffering, emotional distress, mental distress, and loss of quality and enjoyment of life.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request that the Court grant judgment, jointly and severally, against the Defendants on all counts as follows:

- A. That the Court award the Plaintiffs compensatory damages commensurate to the losses sustained as a result of the Defendants' unlawful conduct;
- B. That the Court award Jeremiah punitive damages commensurate to Williams's reckless, willful, or wanton conduct, which was committed in blatant disregard of Jeremiah's rights, feelings, and privileges;
- C. That the Court award the Plaintiffs attorney's fees, costs, and pre- and post-judgment interest as to all counts at current statutory rates; and
- D. That the Court award the Plaintiffs such other and further relief as may be just, equitable, and in furtherance of the public interest.

Respectfully submitted,

/s/ Kevin M. Gross

Lewis A. Zipkin (0030688)

Kevin M. Gross (0097343)

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*Counsel for Plaintiffs Jeremiah Hunter,
Tina Hunter, Josiah Hunter, and Ash
Tolbert*

JURY DEMAND

The Plaintiffs, Jeremiah Hunter, Tina Hunter, Josiah Hunter, and Ash Tolbert,
hereby demand a trial by jury as to all issues raised by each count of the Complaint.

Respectfully submitted,

/s/ Kevin M. Gross

Kevin M. Gross (0097343)

*Counsel for Plaintiffs Jeremiah Hunter,
Tina Hunter, Josiah Hunter, and Ash
Tolbert*