

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ARKANSAS,
219 DIVISION

JORDAN GIVENS

PLAINTIFF

v.

NO. 35CV-16-21

CASEY REED, and
REED DEVELOPMENT COMPANY,
aka REED'S DEMOLITION

DEFENDANTS

COMPLAINT

COMES NOW the Plaintiff, Jordan Givens, by and through his attorneys, Robinson and Zakrzewski, and for his Complaint against Defendants, states:

- 1. Plaintiff, Jordan Givens, brings claims of Negligence, Breach of Contract, and Trespass against Defendants Casey Reed and Reed Development Company, also known as Reed's Demolition.
- 2. Plaintiff seeks actual, consequential, compensatory, and punitive damages for injury to real property caused by the actions of the Defendants, Breach of Contract, and Trespass.

THE PARTIES

- 3. Jordan Givens is a resident of Jefferson County, Arkansas, and is the owner of real property located at 500 West Front Street, Altheimer, Jefferson County, Arkansas.
- 4. Casey Reed is, upon information and belief, a resident of Grant County, Arkansas and is the sole owner and incorporator of Reed Development Company.
- 5. Reed Development Company is an Arkansas Corporation. Upon information and belief, Casey Reed is the sole shareholder of Reed Development Company and the corporation is merely an alter ego of Mr. Reed.

FILED IN MY OFFICE AND SUMMONS
 ISSUED AT 4:04 O'CLOCK PM
Jan 8, 2016 DATE
 LAFAYETTE WOODS, SR., CLERK
Rosa Hanis D.C.

JURISDICTION AND VENUE

6. Venue is proper pursuant to Ark. Code Ann. § 16-60-101 because a substantial part of the events or omissions giving rise to the causes of action occurred in Jefferson County, the property that is the subject of this action is located in Jefferson County and the Plaintiff resided in Jefferson County at the time of the event or omission giving rise to the causes of action.

7. Subject-matter jurisdiction arises under Ark. Code Ann. § 16-13-201.

FACTUAL ALLEGATIONS

8. In or about April 2014, Plaintiff hired Reed Development Company owned by Casey Reed, also known as Reed's Demolition, to remove several above ground storage tanks located on the Property.

9. During the removal of the storage tanks it was discovered that one of the tanks still contained petroleum liquid.

10. Upon the discovery of the petroleum liquid, Plaintiff's mother instructed Defendants to stop removing the tanks and to leave the Property.

11. At a later time, Defendants returned to the Property without Plaintiff's permission and removed the remaining tank.

12. During the removal of the remaining tank, Defendants released the petroleum substance on the ground and into Flat Bayou.

13. On April 16, 2014, during a complaint investigation at the Property, the Arkansas Department of Environmental Quality ("ADEQ") confirmed through multiple witnesses that Defendants released the petroleum substance on the ground and into Flat Bayou.

14. The release of the petroleum substance onto the Property and into Flat Bayou violated Arkansas Code Annotated § 8-4-217(a)(10) and § 8-4-102.

15. On April 29, 2014, ADEQ hired Waste Services, Inc. to remove the hazardous waste from the Property.

16. Plaintiff was required to pay to ADEQ a \$15,000 civil penalty and an environmental lien was placed on the Property.

17. As a result of the Defendants' actions that led to the ADEQ investigation, Plaintiff has expended more than \$28,500 in costs to clean up the Property and legal fees.

18. The fact that an environmental lien has been placed on the Property has interfered with Plaintiff's ability to sell the Property and has caused Plaintiff to incur additional damages.

COUNT I
Negligence – Injury to Real Property

19. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

20. Defendants' release of the petroleum substance onto the Property and into Flat Bayou violated Arkansas Code Annotated § 8-4-217(a)(10) and § 8-4-102.

21. Defendants acted in an unreasonable manner in releasing the petroleum substance onto the Property and into Flat Bayou. An ordinarily prudent person in the same situation would foresee such an appreciable risk of harm and would have acted in a more careful manner.

22. In releasing the petroleum substance onto the Property and in Flat Bayou, Defendants failed to act as a reasonably prudent person would in the same situation and the resulting injury to the Property and related damages were foreseeable.

23. In releasing the petroleum substance onto the Property and in Flat Bayou, Defendants were negligent and the negligence resulted in environmental contamination of both the Property and Flat Bayou as well as the killing of fish in Flat Bayou.

24. The environmental contamination and fish kill resulted in an investigation by

ADEQ. The ADEQ investigation resulted in the aforementioned monetary fines and costs incurred by Plaintiff.

25. Defendants knew or ought to have known that their conduct would naturally or probably result in injury to the Property and Defendants acted with reckless disregard for the consequences of their actions. Defendants' conduct was willful, wanton, and they acted with conscious indifference to the consequences of their actions.

26. As a result of Defendants' negligence, Plaintiff has suffered damages and should be awarded actual, consequential, compensatory, and punitive damages.

COUNT II Breach of Contract

27. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

28. Plaintiff and Defendants entered into a verbal contract in which Defendants agreed to remove the storage tanks from the Property in exchange for a sum of money.

29. Defendants had a duty to perform the contract with due care.

30. In releasing the petroleum substance onto the Property and into Flat Bayou, Defendants breached their duty to perform the contract with due care and were negligent in their performance of the contract.

31. Defendants knew or ought to have known that their conduct would naturally or probably result in injury to the Property and Defendants acted with reckless disregard for the consequences of their actions. Defendants' conduct was willful, wanton, and they acted with conscious indifference to the consequences of their actions.

32. As a result of Defendants' Breach of Contract, Plaintiff has suffered damages and should be awarded actual, consequential, compensatory, and punitive damages.

COUNT III
Trespass

33. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

34. When the petroleum substance was discovered in the tanks, Plaintiff's mother, acting as Plaintiff's agent, instructed Defendants to stop removing the tanks and leave the Property.

35. Defendants later returned to the Property without Plaintiff's permission and removed the tanks.

36. While removing the tanks, Defendants released the petroleum substance onto the ground and into Flat Bayou.

37. Defendants actions in returning to the Property without Plaintiff's permission and in releasing the petroleum substance onto the Property and into Flat Bayou were intentional and willful.

38. As a result of Defendants' Trespass, Plaintiff has suffered damages and should be awarded actual, compensatory, and punitive damages.

Demand for Jury Trial

39. Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, prays this honorable Court enter judgment against the Defendants as follows:

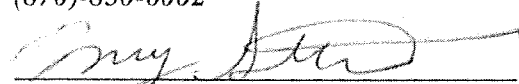
- a. award of actual and consequential damages against all Defendants, jointly and severally, in the amount of \$43,500 exclusive of costs and interest;
- b. award of consequential and compensatory damages for the effect of the environmental lien placed on the Property against all Defendants, jointly and severally, in an amount

to be specifically determined at trial but exceeding \$75,000 exclusive of costs and interests;

- c. award of punitive damages in an amount to be specifically determined at trial but exceeding \$75,000 exclusive of costs and interests;
- d. award of attorney's fees, costs, and interest; and
- e. for all other and further relief as may be just and proper.

Respectfully submitted,

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