

**VIRGINIA:**

**IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND**

**LAURA BROWN, INDIVIDUALLY, )  
AND AS ADMINISTRATOR OF THE )  
ESTATE OF TREVOR BROWN, DECEASED, )**

**BRIAN DIAMOND, )**

**KARAM MASHAAL, )**

**KELLEY WOODS, )**

**DAVID BULMAN, )**

**MARIA PIA APOLONIO, )**

**ELDNA SMITH )**

**SEAN MOHSENI )**

**Plaintiffs, )**

**v. )**

**Civil Action No. \_\_\_\_\_**

**SOUTHERN STATES COOPERATIVE, INC. )  
6606 W Broad Street )  
Richmond, VA, 23230 – 0000 )**

**Serve Registered Agent: )  
Charles W. Payne )  
6606 W Broad Street )  
Richmond, VA, 23230 – 0000 )**

**Roger Bentley )  
131 Cardinal Lane )  
Winchester, Virginia 22602 )**

**Michael Litten )  
264 Broadview Avenue, Apt 3 )  
Warrenton, VA 20186 )**

**Defendants. )**

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## **COMPLAINT**

Plaintiffs Laura Brown (Administrator of the Estate of Trevor Brown, Deceased), Brian Diamond, Karam Mashaal, Kelley Woods, David Bulman, Maria Pia Apolonio, Eldna Smith and Sean Mohseni by and through their respective counsel, pursuant to the Rules of the Supreme Court of Virginia, respectfully move for judgment against Defendants, Southern States Cooperative, Inc., Roger Bentley, Michael Litten, jointly and severally, on the grounds and in the amounts set forth below.

### **OVERVIEW OF THE LAWSUIT**

1. On February 16, 2024, a propane-fueled explosion occurred at the home of Kelley Woods, located at 347 Silver Ridge Drive in Sterling, Virginia, after Southern States Cooperative, Inc. filled a 500-gallon propane tank at that location with 125-130 gallons of propane without permission from the owner of the home.

2. On February 16, 2024, Southern States Cooperative filled the propane tank even though it had previously red-tagged the propane tank and removed it from service because it had identified safety issues related to dangerous leaking of propane from the tank and its valves.

3. Immediately upon filling the propane tank, Southern States was fully aware that dangerous propane fumes were escaping from the tank, which posed an immediate and significant danger, but Southern States recklessly took no action and further encouraged others to take no action, despite being under both statutory and common law obligations to take actions to make the propane tank safe.

4. At the time of the explosion, more than a dozen firefighters were onsite investigating the propane leak.

5. The high-order explosion, characterized by a wave front traveling faster than the speed of sound, killed one firefighter, severely injured another twelve firefighters, homeowner Kelley Woods, and her tenant Maria Pia Apolonio, leveled the home of Kelley Woods, and damaged many other homes in the area including those of Eldna Smith and Sean Mohseni.

**THE MULTIPLE CLAIMANT LITIGATION ACT IS INVOKED**

6. This action is filed pursuant to The Multiple Claimant Litigation Act, Code of Virginia § 8.01-267.1, et seq.

7. Code of Virginia § 8.01-267.5 expressly establishes that “[s]ix or more parties may be joined initially as plaintiffs in a single action if their claims involve common issues of fact and arise out of the same transaction or occurrence or the same series of transactions or occurrences.”

8. Eight individuals join here as Plaintiffs in a single action.

9. Plaintiffs’ claims involve common issues of law and fact.

10. Plaintiffs’ claims arise out of the same series of occurrences.

11. Plaintiffs’ claims are joined in accordance with Code of Virginia § 8.01-267.1, et seq. because the common questions of law and fact predominate and are significant to the actions.

12. The nature of the common questions of law and fact is a single violent explosion of a propane supplied by Defendant Southern States and its employees at a residence in Virginia which injured at least a dozen individuals and killed one individual.

13. Joinder of all Plaintiffs’ claims against Defendants promotes the ends of justice and the just and efficient conduct and disposition of the actions.

14. Joinder of all Plaintiffs’ claims against Defendants is consistent with each party's right to due process of law.

15. Joinder of all Plaintiffs' claims against Defendants does not prejudice any individual party's right to a fair and impartial resolution of each action.

16. Joinder of all Plaintiffs' claims against Defendants will be more convenient for the parties, witnesses, and counsel, than individual separate actions.

17. Plaintiffs' claims are at the very beginning stage of litigation and bringing them together does not prejudice the work of any counsel.

18. Joinder of Plaintiffs' claims more efficiently utilizes judicial facilities and personnel.

19. Joinder of Plaintiffs' claims more efficiently utilizes the Court's calendar.

20. Joinder of Plaintiffs' claims minimizes or avoids inconsistent rulings, orders, and judgments.

21. Joinder of Plaintiffs' claims minimizes or avoids duplicative rulings, orders, and judgments.

22. Joinder of Plaintiffs' claims against Defendants could make prompt settlement of the actions more likely.

23. Joinder of Plaintiffs' claims will not result in prejudice or confusion at trial.

24. Failure to join Plaintiffs' claims would require the Court to impanel six separate juries to hear the same evidence, fact witnesses, and expert witnesses, which is the opposite of judicial economy.

### **JURISDICTION AND VENUE**

25. Jurisdiction in this Circuit Court is based upon Code of Virginia § 17.1-513.

26. Venue is proper in the Circuit Court for the City of Richmond pursuant to Code of Virginia § 8.01-262(1) as Defendant Southern States Cooperative, Inc. has a principal place of business in the City of Richmond at 8718 W Broad Street, 23294-6206.

27. Venue is proper in the Circuit Court for the City of Richmond pursuant to Code of Virginia § 8.01-262(3) as the Defendant Southern States Cooperative, Inc. regularly conducts substantial business activity in the City of Richmond.

### **THE PARTIES**

28. Trevor Brown was a Virginia resident over the age of 18 when he was killed in a propane fueled explosion on February 16, 2024.

29. On April 7, 2025, Plaintiff Laura Brown qualified as Administrator of the Estate of Trevor Brown pursuant to Code of Virginia § 64.2-454 (Certificate of Qualification, Exhibit “A”).

30. At all times relevant, Plaintiff Brian Diamond was a Virginia resident over the age of 18 on February 16, 2024.

31. Plaintiff Karam Mashaal was a Virginia resident over the age of 18 on February 16, 2024.

32. Plaintiff Kelley Woods was a Virginia resident over the age of 18 on February 16, 2024.

33. Plaintiff David Bulman was a Virginia resident over the age of 18 on February 16, 2024.

34. Plaintiff Maria Pia Apolonio was a Virginia resident over the age of 18 on February 16, 2024.

35. Plaintiff Eldna Smith was a Virginia resident over the age of 18 on February 16, 2024.

36. Plaintiff Sean Mohseni was a Virginia resident over the age of 18 on February 16, 2024.

37. At all times relevant, Defendant, Southern States Cooperative, Inc. (“Southern States”), was a Virginia corporation with its principal place of business located in Richmond, Virginia.

38. At all times relevant, including on February 16, 2024, Defendant, Roger Bentley (“Bentley”), was a Virginia resident over the age of 18.

39. At all times relevant, including on February 16, 2024, Defendant, Michael Litten (“Litten”), was a Virginia resident over the 18.

#### **ALLEGATIONS COMMON TO ALL COUNTS**

40. The following allegations are the factual allegations that serve as the basis for the various Counts against Southern States, Litten and Bentley.

##### **A. THE OPERATIONS OF SOUTHERN STATES COOPERATIVE**

41. At all times relevant, Southern States was licensed to transport, sell, and deliver propane gas in the Commonwealth of Virginia.

42. Southern States represents on its website at the time of the filing of this Complaint that, “[a]s one of the top suppliers of propane gas in the country, Southern States is the local, smart, reliable source for all your propane needs.”

43. Southern States represents on its website at the time of the filing of this Complaint that, “[s]afe, clean-burning propane gas is the convenient choice for your home. Running your

home on propane makes sense — both economically and environmentally. Propane gas is the premier energy source for heating and appliances such as water heaters, dryers, stoves and ranges.”

44. Southern States represents on its website at the time of the filing of this Complaint, “Accountability: We live up to our commitments daily.”

45. Defendant Southern States represents on its website at the time of the filing of this Complaint, “Integrity: We do the right thing. Every day.”

46. Defendant Southern States represents on its website at the time of the filing of this Complaint, in its Frequently Asked Questions section that if you smell gas, you should, “**Leave the area immediately.** Get all people and pets out of the building or area where you suspect gas is leaking.” (emphasis in original).

47. Defendant Southern States represents on its website at the time of the filing of this Complaint, in its Frequently Asked Questions section that if you smell gas, you should, “**Report the leak.** From a neighbor’s home or other building away from the gas leak, call your Southern States supplier right away. If you can’t reach your Southern States supplier, call 911 or your local fire department.” (emphasis in original).

48. Defendant Southern States represents on its website at the time of the filing of this Complaint, in its Frequently Asked Questions section that if you smell gas, you should, “**Do not return to the building or area** until your Southern States propane supplier determines that it is safe to do so.”

49. Defendant Southern States represents on its website at the time of the filing of this Complaint, in its Frequently Asked Questions section that if you smell gas, you should, “**Get your system checked.** Before you attempt to use any of your propane appliances, your Southern States

propane supplier or a qualified service technician must check your entire system to ensure that it is leak free.” (emphasis in original).

50. At all times relevant on February 16, 2024, Defendant Roger Bentley was employed as a Service Manager with Defendant Southern States.

51. At all times on February 16, 2024, Defendant Roger Bentley was acting within the scope of his employment with Defendant Southern States.

52. As such, Defendant Southern States is vicariously liable for Defendant Roger Bentley’s acts and omissions under the doctrine of respondeat superior.

53. At all times relevant on February 16, 2024, Defendant Michael Litten was employed by Defendant Southern States as a Delivery Technician.

54. At all times on February 16, 2024, Defendant Michael Litten was acting within the scope of his employment with Defendant Southern States.

55. As such, Defendant Southern States is vicariously liable for Defendant Michael Litten’s acts and omissions under the doctrine of respondeat superior.

56. Defendant Southern States is vicariously liable for other employees and agents whose identities are not currently known but who are believed to have participated in the scheduling and delivery of propane gas to the Woods residence and who responded to various communications about the leaking propane gas.

**B. VIRGINIA STATUTES, CODES, AND ORDINANCES RELEVANT TO THE WORK OF SOUTHERN STATES, BENTLEY, AND LITTEN**

57. At all times relevant in February of 2024, Virginia had adopted legislation known as the Statewide Fire Prevention Code Act, § 27-94 et. al. (hereinafter “SFPCA”).

58. Pursuant to § 27-96 of the SFPCA, “the purpose of State Fire Prevention Code Act was to provide for state standards for optional local enforcement to safeguard life and property



from hazards of fire and explosions arising from the improper maintenance of life safety and fire prevention and protection materials, devices, systems and structures, and the unsafe storage, handling, and use of substances, materials and devices, including fireworks, explosives and blasting agents, wherever located.”

59. § 27-97 of the SFPCA mandates that the regulations set forth in the Fire Prevention Code “be complied with for the protection of life and property from the hazards of fire or explosion....”

60. Pursuant to authority set forth in § 27-97 of the SFPCA, the Board of Housing and Community Development, in cooperation with the Fire Services Board, promulgated the 2021 SFPCA, which went into effect on January 18, 2024 (hereinafter, “the Fire Prevention Code”).

61. In February of 2024, the SFPCA was enforced in the Sterling, Virginia area by the State Fire Marshal.

62. At all times relevant, the Plaintiffs in this lawsuit are in the class of people intended to be protected by both the SFPCA and the Fire Prevention Code.

63. Section 103 of the SFPCA adopted and incorporated by reference the 2021 version of the International Fire Code (hereafter, the “IFC”) as published by the International Code Council to be enforced throughout in the State of Virginia with certain amendments.

64. Section 6101.1 of the IFC sets forth that the “Storage, handling, and transportation of the liquified petroleum gas (LP-Gas) and LP-gas equipment pertinent to systems for such uses shall comply this this Chapter and NFPA 58....”

65. In February of 2024, the most current version of NFPA 58 was the 2020 version.

66. Section 4.4 of NFPA 58 provides as follows:

#### **4.4\* Qualification of Personnel.**

**4.4.1** Persons whose duties fall within the scope of this code shall be provided with training that is consistent with the scope of their job activities and that includes proper handling and emergency response procedures.

**4.4.2** Persons whose primary duties include transporting LP-Gas, transferring liquid LP-Gas into or out of stationary containers, or making stationary installations shall complete training that includes the following components:

- (1) Safe work practices
- (2) The health and safety hazards of LP-Gas
- (3) Emergency response procedures
- (4) Supervised, on-the-job training
- (5) An assessment of the person's ability to perform the job duties assigned

**4.4.3\*** Refresher training shall be provided at least every 3 years.

**4.4.4** Initial and subsequent refresher training shall be documented.

67. Section 6105.2 of the IFC, provides: "Release to atmosphere. LP-gas shall not be released to the atmosphere, except in accordance with Section 7.3 of NFPA 58."

68. Section 7.3 of NFPA 58 provides as follows:

#### **7.3 Venting LP-Gas to Atmosphere.**

**7.3.1 General.** LP-Gas in either liquid or vapor form shall not be vented to the atmosphere unless it is vented under the following conditions:

- (1) Venting of LP-Gas shall be permitted where the maximum flow from fixed liquid level, rotary, or slip tube gauges does not exceed that from a No. 54 drill orifice.
- (2) Venting of LP-Gas between shutoff valves before disconnecting the liquid transfer line from the container shall be permitted.
- (3) Venting of LP-Gas, where necessary, shall be permitted to be performed by the use of bleeder valves.

- (4) Venting of LP-Gas shall be permitted for the purposes described in 7.3.1(1) and (2) within structures designed for container filling in accordance with Chapter 10.
- (5) Venting of LP-Gas vapor from listed liquid transfer pumps using such vapor as a source of energy shall be permitted where the rate of discharge does not exceed the discharge from a No. 31 drill size orifice.
- (6) Venting of LP-Gas for purging in accordance with 7.3.2 shall be permitted.
- (7) Venting of LP-Gas shall be permitted for emergencies.
- (8) Venting of LP-Gas vapor utilized as the pressure source in remote shutdown systems for internal valves and emergency shutoff valves shall be permitted.

### **7.3.2 Purging.**

**7.3.2.1** Venting of gas from containers for purging or for other purposes shall be accomplished in accordance with 7.3.2.2 through 7.3.2.4.

**7.3.2.2** Venting of cylinders indoors shall only occur in structures designed and constructed for cylinder filling in accordance with 6.7.1.1 and Chapter 10 and with 7.3.2.2(A) through 7.3.2.2(C).

**(A)** Piping shall be installed to convey the vented product outdoors at least 3 ft (1 m) above the highest point of any building within 25 ft (7.6 m).

**(B)** Only vapors shall be exhausted to the atmosphere.

**(C)** If a vent manifold is used to allow for the venting of more than one cylinder at a time, each connection to the vent manifold shall be equipped with a backflow check valve.

**7.3.2.3** Venting of containers outdoors shall be performed under conditions that result in rapid dispersion of the product being released.

**7.3.2.4** If conditions are such that venting into the atmosphere cannot be accomplished safely, LP-Gas shall be burned at a distance of at least 25 ft (7.6 m) from combustibles.

**7.3.2.5** Venting of containers and burning of LP-Gas from containers shall be attended.

69. Section 6106.1 of the IFC states, “Dispensing of LP-gas shall be performed by a qualified attendant.”

**C. SOUTHERN STATES LEARNS AND HAS ACTUAL KNOWLEDGE OF THE DEFECTIVE CONDITION OF THE PROPANE TANK AT THE WOODS HOME**

70. At all times relevant, in February of 2024, Plaintiff Kelley Woods owned a single-family home located at 347 Silver Ridge Drive in Sterling, Virginia (hereinafter, “the Woods home”).

71. While the Woods home did not have any gas-utilizing equipment or products inside the home, it did have an outdoor swimming pool on the property that utilized a propane-fueled heater.

72. In order to provide propane to the pool heater, a 500-gallon underground propane tank was installed outside of the Woods home sometime in 2010, before Woods owned the property.

73. In 2021, Ms. Woods requested that Defendant Southern States come to the Woods home to fill the 500-gallon propane tank with propane.

74. When Defendant Southern States came to the Woods home in 2021, it performed a safety inspection of the propane tank before filling as required under Virginia law, which included a visual inspection and pressure testing of the underground propane storage tank and valves.

75. By inspecting the propane tank in 2021, Defendant Southern States identified one or more leaks that made the tank unsafe for further use.

76. After deeming the propane tank unsafe in 2021, Defendant Southern States disconnected the gas supply line at the underground propane storage tank to the swimming pool heater.

77. After deeming the propane tank unsafe in 2021, Defendant Southern States locked off/locked out the propane tank so it could no longer be used at the Woods home.

78. When a propane company locks off or locks out a propane tank, which is also known as red tagging, that means a dangerous condition has been identified that requires the tank to be shut off because it is not safe to operate.

79. Defendant Southern States failed to document properly and effectively in its own records that the propane tank at the Woods home had been red-tagged because of safety concerns.

80. In February of 2024, Ms. Woods considered listing the Woods home for sale, and she was interested in making the pool heater operational before the house was placed on the market.

81. On February 14, 2024, Ms. Woods contacted Defendant Southern States and requested an appointment to inspect and fix any problem associated with the propane tank.

82. In response to Ms. Woods' request for service of the propane tank, Defendant Southern States confirmed that a technician would meet with Ms. Woods to inspect the propane tank on February 22, 2024, between 8:00 and 10:00 in the morning.

**D. SOUTHERN STATES REFILLS THE KNOWN LEAKING PROPANE TANK AT THE WOODS HOME WITHOUT PERMISSION**

83. Despite the appointment being scheduled for February 22, 2024, Defendant Southern States' employees and agents appeared at the Woods home on Friday, February 16, 2024.

84. At the time Defendant Southern States first arrived unannounced at the Woods home on February 16, 2024, Ms. Woods was not expecting anyone from Defendant Southern States to be on her property, and had not authorized Defendant Southern States to do any work on the propane tank.

85. Defendant Michael Litten was present at the Woods property on February 16, 2024, on behalf of Defendant Southern States.

86. Defendant Litten operated a propane delivery truck on behalf of Defendant Southern States on Friday, February 16, 2024.

87. Defendant Litten delivered between 125-130 gallons of propane into the propane tank at the Woods home on February 16, 2024.

88. At the time Defendant Litten was at the Woods home on February 16, 2024, no one from Southern States was present to oversee Defendant Litten's work.

89. At no time prior to Defendant Litten's refilling work on February 16, 2024, at the Woods home did Southern States inform Defendant Litten that the propane tank at the Woods home had previously been red-tagged because of safety issues.

90. At no time prior to Defendant Litten's refilling work on February 16, 2024, at the Woods home did Defendant Litten know that the propane tank at the Woods home had previously been red-tagged because of safety issues.

91. Defendant Litten was not trained to deliver propane to underground propane tanks as required by NFPA 4.4.1 and 4.4.2.

92. Defendant Litten had not kept up with the required refresher training as required under NFPA 58, Section 4.4.3.

93. Defendant Southern States did not document the training of Defendant Litten as required under NFPA 58, Section 4.4.4.

94. Defendant Litten was not a qualified attendant as required by Section 6106.1 of the IFC.

95. Defendant Litten did not pressure test the underground propane tank prior to filling it with propane.

96. Defendant Litten did not inspect the underground propane tank prior to filling it with propane.

97. While he was filling the propane tank at the Woods home, Defendant Litten began to smell a heavy odor of propane gas and stopped the delivery process.

98. Defendant Litten saw propane fumes emanating from the ground.

99. Defendant Litten alerted Ms. Woods to his presence and asked whether anything was wrong with the underground tank.

100. Ms. Woods called Chris Farmer, a manager at Defendant Southern States, questioning whether someone was supposed to be there that day, as she had been told someone would come on February 22, 2024.

101. Mr. Farmer confirmed about Defendant Litten, stating “yes that’s our guy and it’s normal that we fill it up to troubleshoot it for next week.”

102. Ms. Woods asked if Defendant Litten had informed Mr. Farmer as to “what’s going on?”

103. Mr. Farmer confirmed, “Yes, yes, we are tracking.”

104. Mr. Farmer told Ms. Woods, “Oh yeah, it’s fine, you’re not smelling propane, but the smell is essentially a chemical to let you know that gas is leaking, but I am going to send my technician, Roger, out to assess and see what needs to happen.”

105. Defendant Southern States instructed Defendant Litten to leave the Woods home and continue with his propane delivery route.

106. Defendant Litten left the subject property without taking any action to stop or alleviate the propane that was escaping from the propane tank at the Woods home.

107. As a result of the lack of action taken by Defendant Litten and Defendant Southern States, propane gas continued to leak for hours.

108. By allowing propane gas to escape for hours, significant amounts of extremely volatile propane fuel was able to leak, providing significantly more fuel when the explosion occurred than should have otherwise been present.

**E. BENTLEY, ON BEHALF OF SOUTHERN STATES, INSPECTED THE WOODS' TANK, CONFIRMED IT WAS DANGEROUS, AND TOOK NO ACTION TO ADDRESS THE EXTREME DANGER, AND INSTRUCTED WOODS TO TAKE NO ACTION**

109. On the afternoon of February 16, 2024, after Defendant Litten left the Woods home, Defendant Southern States dispatched Service Manager, Roger Bentley, to the Woods home to address the propane leak.

110. Defendant Bentley arrived at the Woods home at approximately 3:45 p.m. on February 16, 2024.

111. Defendant Bentley was not trained to deliver propane to underground propane tanks as required by NFPA 4.4.1 and 4.4.2.

112. Defendant Bentley had not kept up with the required refresher training as required under NFPA 58, Section 4.4.3.

113. Defendant Southern States did not document the training of Defendant Bentley as required under NFPA 58, Section 4.4.4

114. Defendant Bentley was not a qualified attendant as required by 6106.1 of the IFC.

115. While at the Woods home on February 16, 2024, Defendant Bentley inspected the tank and/or its valves.



116. Following his inspection of the tank on February 16, 2024, Defendant Bentley acknowledged to Ms. Woods that the tank was leaking.

117. While at the Woods home on February 16, 2024, Defendant Bentley confirmed to Ms. Woods that the propane tank had been locked off previously and unhooked from the piping system to the swimming pool heater.

118. While at the Woods home on February 16, 2024, Defendant Bentley indicated that he believed the tank was leaking at an underground weld on the tank.

119. While at Woods home on February 16, 2024, Defendant Bentley acknowledged to Ms. Woods that the underground storage tank was leaking propane into the atmosphere.

120. Propane leaking from an underground propane tank is extremely dangerous.

121. Propane leaking from the propane tank at the Woods home was in violation of Section 6105.2 of the IFC.

122. Propane leaking from the propane tank at the Woods home was in violation of NFPA 58, Section 7.3.1.

123. While at the Woods home on February 16, 2024, Defendant Bentley never went into the Woods home to check to see if propane was leaking into the Woods home.

124. Unbeknownst to anyone in the Woods home, propane gas was migrating underground into the Woods home through the soil.

125. It is a known fact in the industry that propane traveling underground can have its mercaptan odorant scrubbed from it as it moves through the soil.

126. The propane leaking into the Woods home was not detectable or was less detectable because the odorant was scrubbed from it as it migrated through the soil.

127. Defendant Bentley took no action to address or alleviate the propane leaking from the underground propane tank at the Woods home.

128. While at the Woods home on February 16, 2024, Defendant Bentley took no actions prescribed by NFPA 58, Section 7.3.2 to vent the propane from the propane tank at the Woods property.

129. While at the Woods home on February 16, 2024, Defendant Bentley took no action to ensure the protection or the safety of the occupants of the subject property or the surrounding community at large.

130. While at the Woods home on February 16, 2024, Defendant Bentley told Ms. Woods that this is “not an emergency. Nothing to worry about at all. Bad news is you need to replace that tank.”

131. Ms. Woods asked Defendant Bentley if he could dig up and remove the tank.

132. Defendant Bentley responded that they could only dig up the tank if it was an emergency.

133. Defendant Bentley claimed that the leaking propane did not constitute an emergency.

134. Defendant Bentley claimed that he had already released the team that typically would do the work.

135. Defendant Bentley claimed that the soonest they could come dig it up was February 19, 2024.

136. While at the Woods home on February 16, 2024, Defendant Bentley stated to Ms. Woods, “it’s not a big deal, I’ve been doing this a long time, it’s okay.”

137. While at the Woods home on February 16, 2024, Defendant Bentley stated to Ms. Woods, “We’ll just let it ease out into the ground, we’ll all be on our merry way. Unfortunately, you’re going to lose 129 gallons of gas, that’s the sad part.”

138. While at the Woods home on February 16, 2024, Defendant Bentley advised Ms. Woods not to call the fire department regarding the leaking propane gas, as the fire department would make “a big deal out of nothing.”

139. Defendant Bentley’s plan of action was to allow the approximate 125-130 gallons of propane to leak from the underground storage tank into the surrounding ground and atmosphere.

140. Defendant Bentley’s plan of action on February 16, 2024, to allow propane to leak from the propane tank is a direct violation of Section 6105.02 of the IFC.

141. Defendant Bentley’s plan of action on February 16, 2024, to allow propane to leak from the propane tank was a direct violation of NFPA 58, Section 7.3.1.

142. The propane leaking from the propane tank at the Woods home on February 16, 2024, constituted an emergency.

143. Despite the propane leaking emergency at the Woods home on February 16, 2024, Defendant Bentley failed to instruct Ms. Woods to leave the area.

144. Despite the propane leaking emergency at the Woods home on February 16, 2024, Defendant Bentley instructed Ms. Woods not to report the leak to the local fire department.

145. Despite the propane leaking emergency at the Woods home on February 16, 2024, Defendant Bentley failed to instruct Ms. Woods to not return to the building or area.

146. Despite the propane leaking emergency at the Woods home on February 16, 2024, Defendant Bentley failed to make any efforts to eliminate sources of ignition at the Woods home.

**F. THE EVENTS LEADING UP TO THE EXPLOSION THAT KILLED  
FIREFIGHTER TREVOR BROWN AND SEVERELY INJURED 11 OTHER  
FIREFIGHTERS**

147. On February 16, 2024, at 7:36 p.m., the Loudoun County Sheriff's Office received notification of a propane gas odor at 345 Silver Ridge Drive, which is next door to the Woods home.

148. The Sterling Volunteer Fire Company dispatched Truck 611 ("T611") and Loudoun County Fire and Rescue dispatched Engine 618 ("E618") to the neighborhood surrounding the Woods home with an arrival time of approximately 7:48 p.m. on February 16, 2024.

149. Plaintiff Laura Brown's decedent, Trevor Brown, was a crew member on Truck 611 who arrived at the Woods home.

150. Plaintiff Brian Diamond was a volunteer firefighter who arrived at the Woods home with Engine 618.

151. Plaintiff Karam Mashaal was a volunteer firefighter who arrived at the Woods home with Engine 618.

152. Plaintiff David Bulman was a firefighter who arrived at the Woods home.

153. At 7:54 PM on February 16, 2024, emergency responders confirmed that the underground propane tank at the Woods home was actively leaking.

154. The fire department asked Ms. Woods to call Defendant Bentley, given his prior involvement at the subject property and knowledge of the situation.

155. Once Ms. Woods was able to reach Defendant Bentley, she handed her phone to the fire department so they could speak with him directly on speakerphone.

156. Captain Mashaal and Lieutenant Kerkstra spoke with Defendant Bentley, which was heard by Brian Diamond, Ms. Woods, and others.

157. Defendant Bentley was advised by Captain Mashaal via the speakerphone call of the serious and emergency nature of the incident and immediate assistance was requested from Southern States.

158. Defendant Bentley told the fire department, “respectfully, sir, I know you’re doing your job, but I have been doing this a long time and I do not feel it is an emergency.”

159. On scene T611 and E618 OIC’s conferred and decided to split duties, where T611 would contact the HAZMAT unit to confer on situation and E618 OIC would contact Loudoun County Fire Marshal’s Office for additional guidance and support.

160. E618 Officer established command and requested additional units, including HAZMAT, Engine company, and additional command officer.

161. Upon learning that there were still occupants in the Woods home, a decision was made by an officer-in-charge to enter the home and evacuate any occupants.

162. At 8:22 p.m. on February 16, 2024, the officer-in-charge entered the Woods home.

163. Plaintiff Brian Diamond entered the Woods home to stick in first responder pairs.

164. On the first floor of the residence, Plaintiff Brian Diamond and the supervising firefighter instructed Ms. Woods to exit the home.

165. Upon learning that there was another occupant in the basement of the subject property, Plaintiff Brian Diamond and the supervising firefighter proceeded to the basement to instruct that second occupant to exit the property.

166. The second occupant of the property was tenant Maria Pia Apolonio.

167. Ms. Apolonio exited the home upon instruction by the firefighters but was still present and injured at the time of the explosion.

**G. THE EVENTS LEADING UP TO THE EXPLOSION THAT KILLED  
FIREFIGHTER TREVOR BROWN AND SEVERELY INJURED 11 OTHER  
FIREFIGHTERS**

168. At 8:24:30 p.m. on February 16, 2024, an unknown ignition source ignited the leaked propane gas resulting in a massive explosion.

169. The massive explosion leveled the Woods home.

170. At the time of the explosion, Trevor Brown was outside the Woods home.

171. The explosion inside the Woods home caused the header above the front door to become a projectile.

172. That projectile struck Trevor Brown in the head, resulting in a partial decapitation.

173. Unbeknownst to the firefighters at the scene, the air-to-gas ratio inside the home at the site of the explosion was at the stoichiometric level at the time of the explosion.

174. As noted in NFPA 921, Section 22.8.2.1.10, an ignition source that ignites a propane-air mixture at the stoichiometric level produces the biggest possible high-order explosion with highest flame speeds, rates of pressure rise, maximum pressures, and consequently, the most damage.

175. High order explosions generate rapid pressure rise or high force explosion characterized by a shattering effect on the confining structure and long missile distances.

176. By 8:24:39 p.m. on February 16, 2024, a barrage of panicked emergency calls flooded the radio.

177. First responders screamed “mayday”, including Plaintiff Brian Diamond, who radioed the first of his five Mayday calls at 8:24:45 p.m.

178. Plaintiff Brian Diamond was trapped in the burning debris of the exploded Woods home for more than 22 minutes until he was extricated with the help of other first responders at 20:46:46 p.m.

179. Prior to February 16, 2024, the property at 347 Silver Ridge Drive looked like this:



180. Following the explosion on February 16, 2024, the residential property at 347 Silver Ridge Drive looked this this:



181. The Woods home at 347 Silver Ridge Drive in Sterling, Virginia was completely leveled as a result of the high-order explosion of February 16, 2024.

182. The explosion was of such force and power that it damaged six other nearby houses including those of Eldna Smith and Sean Mohseni.

183. The explosion was of such force and power that three other nearby houses were deemed unsafe to live in.

184. The explosion was of such force and power that it was heard across the Potomac River in Maryland.

**COUNT I**  
**NEGLIGENCE**  
**SOUTHERN STATES, LITTEN, AND BENTLEY**

185. Plaintiffs incorporate the previous paragraphs as if fully set forth herein.

186. Propane gas is an inherently dangerous substance.

187. At all times relevant, Defendant Southern States, Defendant Litten, and Defendant Bentley were expected to have superior knowledge regarding the properties of propane and the dangers presented by leaking propane from an underground tank than any of the Plaintiffs.

188. At all times relevant, Defendant Southern States, Defendant Litten, and Defendant Bentley did have superior knowledge regarding the properties of propane and the dangers presented by leaking propane from an underground tank than any of the Plaintiffs.

189. Virginia law imposes the highest standard of care on Defendant Southern States, Defendant Litten, and Defendant Bentley to act prudently in the handling of propane that it delivers to its customers to ensure the safety of its customers, members of the public, and emergency first responders.



190. With respect to the red-tagging of the propane tank, Defendant Southern States breached this duty in one or more of the following ways:

- a. Failing to properly document within its own system the known leaking issues with the tank;
- b. Failing to properly seal the propane tank to prevent it from being filled until the known leaking issues were addressed;
- c. Failing to provide its delivery drivers the information regarding the reasons for the red-tagging of the propane tank before sending its delivery personnel to the Woods home;
- d. Failing to remove the tank from the property; and
- e. Was otherwise negligent.

191. With respect to the work, acts, and omissions of Defendant Litten and Defendant Southern States on February 16, 2024, Defendant Litten and Southern States were negligent in one or more of the following ways:

- a. Failing to ensure that Defendant Litten was properly trained to deliver propane as required by NFPA 58, Section 4.4.1 and 4.4.2;
- b. Failing to ensure that Defendant Litten had received the required refresher training as required by NFPA 58, Section 4.4.3;
- c. Failing to document that Defendant Litten had received the necessary training required under NFPA 58, Section 4.4.4;
- d. Failing to send a qualified attendant to deliver the propane for the Woods propane tank in defiance of Section 6106.1 of the IFC and NFPA 58, Section 7.2;

- e. Adding 125-130 gallons of propane to a propane tank that was known to be leaking and dangerous in violation of NFPA 58, Section 7.2;
- f. Failing to have properly trained personnel present to oversee the work of Defendant Litten;
- g. Adding propane to a tank when no one above the age of 18 was present on the homeowner's behalf to provide the necessary permission to begin filling the tank;
- h. Failing to leak check the propane tank, valves, and associated piping before filling it with 125-130 gallons of propane;
- i. Failing to visually inspect the propane tank for safety issues before adding 125-130 gallons of propane to the tank;
- j. Failing to pressure check the propane tank, valves, and piping before adding 125-130 gallons of propane to the tank;
- k. Causing propane to escape from the propane tank into the atmosphere in violation of Section 6105.2 of the IFC;
- l. Causing propane to escape from the propane tank into the atmosphere in violation of NFPA 58, Section 7.3.1;
- m. Causing propane to escape from the propane tank into the ground in violation of the IFC;
- n. Failing to perform any action to determine whether propane gas was leaking from the propane tank into the Woods home;

- o. Failing to take actions to immediately address the propane leaking from the propane tank by following taking action as required under NFPA 58, Section 7.3.2;
- p. Instructing and allowing Defendant Litten to leave the area when Defendant Litten and Southern States were aware that the escaping propane from the propane tank constituted an emergency;
- q. Failing to warn Ms. Woods and others in the zone of danger to not go into the area where the propane was escaping because of the extreme danger presented by the escaping propane in defiance of industry standards and its own instructions set forth in the Southern States' website;
- r. Failing to warn Ms. Woods and others in the zone of danger that the leaking propane from the propane tank should be reported to the fire department in defiance of industry standards and its own instructions set forth in the Southern States website;
- s. Failing to warn the fire department of the leaking propane from the propane tank when the leak first was identified so immediate action could be taken to address the risk;
- t. Failing to warn anyone that significant amounts of propane fuel were continuing to build up at, near or within the Woods home, which provided significantly more fuel for the explosion than had the emergency issue been addressed immediately as required; and
- u. Was otherwise careless and negligent.

192. With respect to the work, acts, and omissions of Defendant Bentley and Defendant Southern States on February 16, 2024, Defendant Southern States and Defendant Bentley were negligent in one or more of the following ways:

- a. Failing to ensure that Defendant Bentley was properly trained to deliver propane as required by NFPA 58, Section 4.4.1 and 4.4.2;
- b. Failing to ensure that Defendant Bentley had received the required refresher training as required by NFPA 58, Section 4.4.3;
- c. Failing to document that Defendant Bentley had received the necessary training required under NFPA 4.4 as required by NFPA 4.4.4;
- d. Failing to send a qualified attendant to address the emergency situation relating the leaking propane from the propane tank in defiance of Section 6106.1 of the IFC;
- e. Failing to have properly trained personnel present to oversee the work of Defendant Bentley;
- f. Instructing Ms. Woods, as homeowner of the subject property, to not call the fire department as they would just “make a big deal out of it”;
- g. Failing to any action to determine whether propane gas was leaking from the propane tank into the Woods home;
- h. Failing to use a gas detection wand inside the Woods home to check for the present of propane, specifically in the area of the Woods home’s electrical panel;
- i. Failing to eliminate or otherwise warn Woods and others in the zone of danger to eliminate all potential ignition sources that could cause an explosion,

including shutting down the power to the home at the main electrical panel after confirming there was no propane gas present at that location;

- j. Failing to warn Woods and others in the zone of danger regarding the dangers presented when the air-to-gas mixture of propane was in the stoichiometric range;
- k. Failing to perform actions to immediately address the propane leaking from propane tank by taking action as required under NFPA 58, Section 7.3.2;
- l. Failing to warn Ms. Woods and others in the zone of danger to not go into the area where the propane was escaping because of the extreme danger presented by the escaping propane in defiance of industry standards and its own instructions set forth at the Southern States website;
- m. Failing to warn Ms. Woods and others in the zone of danger that the leaking propane from the propane tank should be reported to the fire department in defiance of industry standards and its own instructions set forth at the Southern States website;
- n. Failing to warn the fire department of the leaking propane from the propane tank when he confirmed the propane leak, so immediate action could be taken to address the risk;
- o. Failing to warn Ms. Woods and others in the zone of danger that propane gas could be migrating underground into the Woods home;
- p. Failing to warn Ms. Wood and others in the zone of danger that the propane gas leaking underground into the Woods home could be scrubbed of its odorant;

- q. Instructing Ms. Woods and the fire department that the situation at hand was not an emergency when it was an emergency;
- r. Failing to warn anyone that significant amounts of propane fuel were continuing to build up at, near, or within the Woods home, which provided significantly more fuel for the explosion than had the emergency issue been addressed immediately as required;
- s. Leaving the Woods property without addressing the emergency created by the leaking propane from the propane tank;
- t. Stalling and refusing to provide critical information to first responders and emergency personnel when Defendant Bentley spoke to the first responders and emergency personnel;
- u. Falsifying company records with the intended purpose of impeding the investigation by public officials into the cause of this horrific event;
- v. Providing false information and statements with the intended purpose of impeding the investigation by public officials in the cause of this horrific event;  
and
- w. Was otherwise careless and negligent.

192. The negligence, acts, and omissions of Defendant Southern States, Defendant Litten, and Defendant Bentley were a direct and proximate cause of the explosion on February 16, 2024.

193. The negligence of Defendant Southern States, Defendant Litten, and Defendant Bentley were a direct and proximate cause of the wrongful death of Trevor Brown as governed by Code of Virginia § 8.01-50 and § 8.01-52.

194. The negligent acts of Defendant Southern States, Defendant Litten, and Defendant Bentley were a direct and proximate cause of all Plaintiffs' significant injuries and damages.

**COUNT II**  
**GROSS NEGLIGENCE**  
**SOUTHERN STATES, LITTEN, AND BENTLEY**

195. Plaintiffs incorporate all prior paragraphs as if fully set forth here.

196. Defendants' acts and omissions exhibit that degree of negligence which shows such indifference to others as constitutes an utter disregard of caution amounting to a complete neglect of the safety of others.

197. Defendants' negligence has and would shock fair-minded people.

198. The gross negligence of Defendants caused the explosion on February 16, 2024.

199. The gross negligence of Defendants caused the wrongful death of Trevor Brown as governed by Code of Virginia §8.01-50 and §8.01-52.

200. The gross negligence of Defendants caused all Plaintiffs to suffer significant injuries and damages.

**COUNT III**  
**WILFUL AND WANTON NEGLIGENCE**  
**SOUTHERN STATES, LITTEN, AND BENTLEY**

201. Plaintiffs incorporate all prior paragraphs as if fully set forth here.

202. Defendants' acts and omissions exhibited were in conscious disregard of other persons' rights to safety.

203. Defendants' acts and omissions exhibited reckless indifference to the consequences to other persons when Defendants are each aware of their respective conduct and are also aware, from their knowledge of existing circumstances and conditions, that their conduct would probably result in injury to others.

204. The willful and wanton negligence of Defendants caused the explosion on February 16, 2024.

205. The willful and wanton negligence of Defendants caused the wrongful death of Trevor Brown as governed by Code of Virginia § 8.01-50 and § 8.01-52.

206. The willful and wanton negligence of Defendants caused all Plaintiffs to suffer significant injuries and damages.

### **DAMAGES AND AD DAMNUM**

207. Laura Brown (Administrator of the Estate of Trevor Brown, Deceased), demands damages be awarded pursuant the Wrongful Death Act § 8.01-50 *et seq.* for the death of Trevor Brown and damages suffered by his wife and three minor children who have and will continue to suffer damages, as further enumerated below:

- A. Sorrow, mental anguish, and solace which may include society, companionship, guidance, kindly offices, and advice of the decedent;
- B. Compensation for reasonably expected loss of income of plaintiff's decedent;
- C. Reasonably expected loss of services, protection, care, and assistance which Plaintiff's decedent provided to the beneficiaries; and
- D. Punitive damages.

208. Plaintiff's decedent is survived by his wife, Laura Brown, and three minor children: A.B. (daughter, DOB: 12/24/2012); B.B. (son, DOB: 12/6/2014); and C.B. (daughter, DOB 3/9/2017), all of whom are the decedent's statutory beneficiaries.

209. Laura Brown, Administrator of the Estate of Trevor Brown, Deceased, seeks an award of \$100 million (\$100,000,000.00) in compensatory damages resulting from the wrongful death of Trevor Brown, as well as punitive damages.

210. Plaintiff Brian Diamond suffered injuries that include but are limited to thermal burns across his body and other physical injuries requiring hospitalization, multiple surgeries,



continuous rehabilitation and medical treatment, and that have resulted in permanent disfigurement, permanent disability and injury, physical and emotional pain, suffering and anguish to include post-traumatic stress disorder and major depressive disorder, inconvenience, embarrassment, loss of income and the incurrence of medical expenses.

211. Plaintiff Brian Diamond seeks an award of \$100 million (\$100,000,000.00) in compensatory damages resulting from his injuries, as well as punitive damages.

212. Plaintiff Kelley Woods suffered serious physical injuries, including shrapnel wounds, a concussion, cervical (neck) and thoracic (mid back) spine tenderness, and muscle and nerve damage present in her left wrist.

213. Plaintiff Kelley Woods suffered balance problems, fatigue, dizziness, difficulty sleeping, blurred vision with prolonged concentration, sensitivity to both light and noise, irritability, anxiety, intermittent headaches, and difficulty concentrating and remembering.

214. These symptoms are all associated with Plaintiff Kelley Woods's post-traumatic stress disorder (PTSD) diagnosis as well as with her concussion diagnosis.

215. Plaintiff Kelley Woods has suffered profound and overwhelming mental anguish.

216. Plaintiff Kelley Woods seeks an award of \$20 million (\$20,000,000.00) in compensatory damages, as well as punitive damages.

217. At the time of the explosion, Plaintiff Karam Mashaal was outside Kelley Woods' home.

218. Plaintiff Karam Mashaal suffered severe injuries and damages as result of the explosion.

219. As a direct and proximate result of the Defendants' negligence, gross negligence, and willful and wanton negligence, Plaintiff Karam Mashaal suffered severe injuries and damages.

220. Plaintiff Karam Mashaal injuries, some of which are permanent in nature, include but are not limited to traumatic brain injury, post-traumatic stress disorder (PTSD), physical pain and suffering, emotional injuries and mental anguish.

221. Plaintiff Karam Mashaal has incurred, and will incur in the future, substantial expenses for medical and rehabilitative care and attention in an effort to be cured of his injuries; will suffer a loss of wages and a loss of wage-earning capacity; and has suffered, and will continue to suffer, human damages, including great pain of body and mind, emotional injuries and mental anguish, restrictions of activities of daily living, and physical and mental suffering.

222. Plaintiff Karam Mashaal respectfully moves this Honorable Court for the entry of judgment in his favor against Defendants, jointly and severally, in an amount of not less than \$20 million (\$20,000,000.00) for pre- and post-judgment interest pursuant to § 8.01-382, for costs; for punitive damages against each Defendant and for any and all such other relief as this Honorable Court may deem reasonable and appropriate.

223. Plaintiff David Bulman suffered severe injuries and damages as a direct and proximate result of the explosion.

224. Plaintiff David Bulman's injuries, some of which are permanent in nature, include but are not limited post-traumatic stress disorder (PTSD), physical pain and suffering, emotional injuries and mental anguish.

225. Plaintiff David Bulman has incurred, and will incur in the future, substantial expenses for medical and rehabilitative care and attention in an effort to be cured of his injuries; will suffer a loss of wages and a loss of wage-earning capacity; and has suffered, and will continue to suffer, human damages, including great pain of body and mind, emotional injuries and mental anguish, restrictions of activities of daily living, and physical and mental suffering.

226. Plaintiff David Bulman seeks an award of no less than \$20 million (\$20,000,000.00) in compensatory damages, as well as punitive damages.

227. Plaintiff Maria Pia Apolonio suffered injuries and damages and incurred pain of body and mental anguish, will incur pain of body and mental anguish in the future, has incurred medical expenses and costs and may incur medical expenses and costs in the future, and suffered property damage.

228. Plaintiff Maria Pia Apolonio respectfully moves this Honorable Court for the entry of judgment in his favor against Defendants, jointly and severally, in an amount of not less than \$10 million (\$10,000,000.00) for pre- and post-judgment interest pursuant to § 8.01-382, for costs; and for any and all such other relief as this Honorable Court may deem reasonable and appropriate, as well as punitive damages.

229. Plaintiff Eldna Smith suffered property damage to her home at 111 Wrightwood Place, Sterling VA in the amount of \$20,210.93.

230. Plaintiff Sean Mohseni suffered property damage to his home at 135 Seneca Ridge Dr. Sterling VA in the amount of \$667,499.52.

231. Plaintiffs, Laura Brown, Individually, and as Administrator of the Estate of Trevor Brown, Deceased, Brian Diamond, Karam Mashaal, Kelley Woods, David Bulman, and Maria Pia Apolonio collectively seek \$100 million (\$100,000,000.00) in punitive damages against defendants.

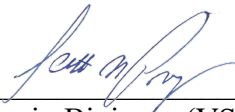
WHEREFORE, each Plaintiff requests judgment against Defendant Southern States, Inc., Defendant Litten, and Defendant Bentley, jointly and severally, in the amounts set forth above, seeks an award by the jury of pre-judgment interest, seeks an award by the jury of post-judgment interest pursuant to Code of Virginia § 8.01-382, and seeks all allowable costs pursuant to Code

of Virginia § 17.1-601, and for all further legal and equitable relief which this Court deems fair and just.

**JURY TRIAL DEMAND**

A jury trial is hereby demanded pursuant to Code of Virginia §8.01-336(A) and Virginia Rule 3:21(b) “Jury Trial of Right.”

Respectfully submitted,



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