

STATE OF NORTH CAROLINA
COLUMBUS COUNTY

FILED IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

2023 SEP 25 P 1:07

EDMOND LEROY and ETUDE LEROY,

COLUMBUS CO., C.S.C

BY

Amw

Plaintiffs,

v.

NARESH PATEL and CHADBOURN
GANESH, LLC,

Defendants.

**COMPLAINT
JURY TRIAL DEMANDED**

Plaintiffs Edmond Leroy and Etude Leroy (“Plaintiffs”), by and through undersigned counsel, allege the following based upon their personal knowledge and information and belief as to all other matters. Plaintiffs believe that substantial, additional evidentiary support for their claims will be disclosed after a reasonable opportunity for discovery, particularly because some information is exclusively within the possession and control of Defendants and third parties.

PARTIES AND JURISDICTION

1. Plaintiff Edmond Leroy (“Mr. Leroy”) is a citizen and resident of Fort Pierce, Florida.
2. Plaintiff Etude Leroy (“Mrs. Leroy”) is a citizen and resident of Fort Pierce, Florida. Mrs. Leroy is married to Mr. Leroy, and the two have been married for approximately 45 years.
3. Upon information and belief, Defendant Naresh Patel (“Patel”) is a citizen and resident of the State of North Carolina. At all times relevant herein, Patel owned the real and

commercial property located at 914 North Brown Street, Chadbourn, Columbus County, North Carolina, 28431 (the “Budget Inn Motel”).

4. Defendant Chadbourn Ganesh, LLC (“Chadbourn Ganesh”), is a limited liability company organized and existing under the laws of the State of North Carolina with a principal place of business at 914 North Brown Street, Chadbourn, North Carolina, 28431. At all times relevant herein, Defendant Patel was a member of Chadbourn Ganesh. Additionally, upon information and belief, at all times relevant herein Chadbourn Ganesh managed and/or operated the Budget Inn Motel.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Defendant Patel pursuant to N.C. Gen. Stat. §1-75.4 because, *inter alia*, Patel is a natural person present within this state; he is a natural person domiciled within this state; he is engaged in substantial activity within this State, and/or Plaintiffs’ injuries have arisen out of Defendant Patel’s acts and omissions committed within this State.

6. This court has jurisdiction over Defendant Chadbourn Ganesh under N.C. Gen. Stat. §1-75.4 because, *inter alia*, it is a domestic limited liability company, is engaged in substantial activity within this State, and/or Plaintiffs’ injuries have arisen out of Defendant Chadbourn Ganesh’s acts and omissions committed within this State.

7. Venue is proper in this Court under N.C. Gen. Stat. §1-82.

FACTUAL ALLEGATIONS

8. Plaintiff Edmond Leroy is a husband and father who worked as a seasonal migrant farmworker. During the week of May 1, 2022, he traveled to Chadbourn, North Carolina, to work for his employer.

9. As part of Mr. Leroy's employment, his employer secured and paid for temporary housing at the Budget Inn Motel, and Mr. Leroy lawfully occupied a room as a guest at the Budget Inn Motel.

10. In the course of owning, operating, and managing the Budget Inn Motel Defendants Patel and Chadbourn Ganesh provided an on-site community kitchen for use by the motel's occupants, including Mr. Leroy.

11. Before Mr. Leroy's occupancy, Defendants installed or caused to be installed in the community kitchen a Model M48591 cast iron stove (the "Gas Stove"), trademarked as a "Carolina Cooker" and distributed by Direct Distributors, Inc.

12. Early in the morning on May 18, 2022, and before reporting to work, Mr. Leroy went into the kitchen at the Budget Inn Motel to prepare breakfast, consistent with his and other guests' practices.

13. Upon arrival in the kitchen, Mr. Leroy filled a pot with water to boil a potato. He subsequently placed the pot on one of the three Gas Stove burners.

14. Unknown to Mr. Leroy at that time, a substantial volume of fuel vapor had emitted from the Gas Stove and filled the kitchen with highly combustible gas.

15. Defendants should have known that a substantial volume of fuel vapor had emitted from the Gas Stove and filled the kitchen with highly combustible gas.

16. Immediately after placing the pot on one of the burners, the Gas Stove began to emit sparks, and eventually flames. The flames caused a violent explosion that rendered Mr. Leroy unconscious and resulted in severe bodily injury.

17. After the explosion, the Klondyke-Chadbourn Fire Department arrived on the scene to find the two-story Budget Inn Motel structure severely damaged by the explosion.

18. A Chadbourn police officer removed Mr. Leroy from the debris.

19. As a result of the explosion, Mr. Leroy was severely injured and suffered, among other injuries, lacerations, and second and third-degree burns covering a significant portion of his body.

20. Due to the severe and catastrophic nature of his injuries, Mr. Leroy was flown via helicopter to the University of North Carolina at Chapel Hill Hospital Burn Center, where he remained until December 2022, a period of approximately seven months.

21. To this day, Mr. Leroy suffers daily as a direct and proximate result of the foreseeable and preventable harm negligently and grossly negligently inflicted upon him by Defendants.

22. The harms for which Plaintiffs seek compensation were foreseeable and preventable because the Gas Stove installed at the Budget Inn Motel was a recreational camping stove that never was designed or manufactured for indoor use.

23. In particular, the Gas Stove was to be used in a manner consistent with the unambiguous specifications and safety instructions, and warnings contained within the stove's owner's guide.

24. Among the manufacturer and/or distributor's specifications were that the Gas Stove:

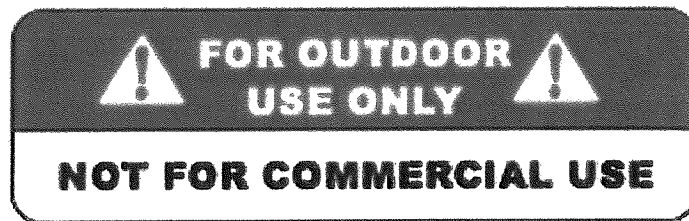
- a. was designed and manufactured for outdoor use only;
- b. was not to be operated within 10 feet of any structure;
- c. was intended to be used with a pressure regulator and hose assembly designed for a liquified propane ("LP") cylinder Type 1 connection;

d. was to be used only with a 20, 30, or 40-pound LP cylinder that is equipped with:

- i. a shut-off valve terminating in a Type 1 LP cylinder valve outlet;
- ii. a Type 1 valve that prevents gas flow until a positive seal is obtained;
- iii. a collar to protect the cylinder shut-off valve;
- iv. an overfilling prevention device;
- v. a cylinder supply system arranged for vapor withdrawal

25. The owner's guide for the Gas Stove contained several unambiguous warnings stating, *inter alia*,

a. That the stove was for outdoor use only:



Outdoor Use Only

Do NOT use this appliance indoors. This appliance shall be used only outdoors, and shall not be used in a building, garage, or any other enclosed area. A fryer or boiler shall not be used on or under any apartment or condominium balcony or deck.

b. And that failure to comply with the safety instructions could result in serious injury and possibly death:

Failure to follow these hazard instructions when using the Carolina Cooker® Burner (appliance) could result in a fire or explosion causing property damage, personal injury, or even death.

▲ WARNING

Failure to comply with the following safety instructions could result in serious injury and possibly even death.

26. Notwithstanding the foregoing manufacturer specifications and several safety warnings for the Gas Stove, Defendants installed the stove in an interior kitchen at the Budget Inn Motel and connected the stove to an exterior *1,000-gallon* LP tank, which is the equivalent of an approximately *4,200-pound* LP tank.

27. Additionally, upon information and belief, in installing the Gas Stove and connecting it to the 1,000-gallon LP tank, Defendants modified the Gas Stove's Type 1 connection.

28. In the days after the explosion, local and state government officials who investigated the scene of the explosion learned that the exterior propane gas tank that supplied the Gas Stove experienced a 4 percent decrease in volume in the three hours preceding the explosion. This decrease further confirmed that fuel vapor had filled the kitchen during the period preceding the explosion.

29. No sign or warning was displayed in the kitchen, on the Gas Stove, or anywhere else that could or would have given Mr. Leroy notice that the stove was installed in a manner that was contradictory to the manufacturer's specifications. Indeed, the Gas Stove was placed in the community kitchen for the use of the Budget Inn's guests.

30. Defendants did not inform Mr. Leroy of any risk in using the Gas Stove, nor did they inform him of the manufacturer or distributor's safety specifications or warnings.

31. Defendants knew or should have known that the installation of the Gas Stove would result in the emission of highly explosive vapor that resulted in the explosion that injured Mr. Leroy.

FIRST CLAIM FOR RELIEF
NEGLIGENCE

32. Plaintiffs reallege each and every allegation set forth in all preceding paragraphs as if fully restated here.

33. Defendants had a common law duty to use reasonable care to refrain from conduct that would foreseeably cause injury to others, including Mr. Leroy.

34. At all times material hereto, Defendants owed and breached duties of ordinary and reasonable care to Mr. Leroy in connection with the operation and maintenance of the Budget Inn Motel, and additionally owed and breached duties of care to Mr. Leroy to guard against and/or prevent the risk of a liquified propane gas explosion when Mr. Leroy used the Gas Stove.

35. In particular, Defendants were under a duty to exercise ordinary and reasonable care to maintain the Budget Inn Motel in a reasonable and safe condition.

36. Defendants were under a duty to exercise ordinary and reasonable care to prevent unnecessary exposure to a dangerous condition, in this case, the use of the Gas Stove in a manner for which it was neither designed nor manufactured.

37. Defendants were under a duty of care not to install the Gas Stove in the Budget Inn's interior, with such installation being extremely hazardous by its very nature.

38. Defendants were under a duty to exercise ordinary and reasonable care to warn Mr. Leroy that the Gas Stove was intended to be operated only in the manner set forth in paragraph 23 above.

39. Defendants were under a duty to exercise ordinary and reasonable care to inform Mr. Leroy that the Gas Stove was not installed in the manner set forth in paragraph 22 above.

40. Defendants were under a duty to exercise ordinary and reasonable care to warn Mr. Leroy that severe bodily injury was likely to result from the use of the Gas Stove based on how Defendants caused it to be installed.

41. Defendants breached their common law duty of care by installing the Gas Stove or causing it to be installed for interior use, despite the manufacturer's warning that the stove was intended for exterior use only.

42. Defendants breached their common law duty of care by affixing the Gas Stove to a liquified propane tank that exceeded the maximum 40-pound capacity for which the stove was intended.

43. Defendants breached their common law duty of care by failing to warn Mr. Leroy that the Gas Stove was installed in a manner that was inconsistent with the manufacturer's intended specifications.

44. Defendants breached their common law duty of care by failing to warn Mr. Leroy that severe bodily injury was likely to result from the use of the Gas Stove based on how Defendants caused it to be installed.

45. Defendants knew or should have known that their installation and/or use of the Gas Stove was contrary to the manufacturer's specifications as alleged herein.

46. Defendants knew or should have known that Mr. Leroy's use of the Gas Stove would result in severe bodily injury.

47. Defendants' breaches of their common law duty of care as alleged herein were the proximate cause of the explosion that ultimately caused Plaintiff Edmond Leroy to suffer severe bodily injury, disfigurement, pain and suffering, emotional distress, lost wages, and past and future medical expenditures.

SECOND CLAIM FOR RELIEF
NEGLIGENCE PER SE

48. Plaintiffs reallege each and every allegation set forth in all preceding paragraphs as if fully restated here.

49. The North Carolina State Building Code is promulgated by the North Carolina Building Code Council pursuant to authority delegated by the General Assembly in N.C. Gen. Stat. § 143-136.

50. The North Carolina Building Code, particularly the provisions cited *infra*, is a statute to promote the safety of others, including the occupants of buildings such as Mr. Leroy.

51. The North Carolina Building Code states, in relevant part, that the installation of fuel-fired appliances “shall be made in accordance with the manufacturer’s instructions and applicable federal, state and local rules and regulations.” N.C. Building Code § 603.1.1.

52. Further, the “installation of fuel-fired appliances shall be in accordance with the International Fuel Gas Code and the International Mechanical Code.” N.C. Building Code § 603.1.2.

53. Defendants installed the Gas Stove in a manner that did not comply with the North Carolina Building Code as cited herein.

54. Defendants knew or should have known that their installation, operation, and maintenance of the Gas Stove did not comply with the North Carolina Building Code as cited herein.

55. Defendants’ violation of the North Carolina Building Code proximately caused Mr. Leroy’s severe bodily injuries and other damage alleged herein.

THIRD CLAIM FOR RELIEF
GROSS NEGLIGENCE AND WILLFUL MISCONDUCT

56. Plaintiffs reallege each and every allegation set forth in all preceding paragraphs as if fully restated here.

57. Defendants owed and breached duties of ordinary and reasonable care to Mr. Leroy in connection with the maintenance and operation of the Budget Inn Motel, including the Gas Stove, and additionally owed and breached duties to Mr. Leroy to guard against and/or prevent the risk of the liquified propane explosion that caused his injuries.

58. Defendants breached their legal duties to Mr. Leroy, and in failing to exercise ordinary and reasonable care, acted with reckless, willful, and wanton disregard in the installation, maintenance, and operation of the Gas Stove.

59. Defendants knew or should have known that their wanton, willful, and reckless misconduct would result in a disastrous, catastrophic, and devastating explosion that would endanger Mr. Leroy's life and cause him severe, lifelong personal injuries. The installation of the Gas Stove was grossly negligent in and of itself.

60. Defendants acted with gross negligence, willful misconduct, and reckless disregard for human life and the safety and health of their guests, particularly Mr. Leroy, by, *inter alia*, completely disregarding the multiple warnings concerning the appropriate installation and use of the Gas Stove.

61. Defendants acted with gross negligence, willful misconduct, and reckless disregard for human life and the safety and health of their guests, particularly Mr. Leroy, by, *inter alia*, failing to warn or advise Mr. Leroy that the Gas Stove was not installed or operated pursuant to the distributor and/or manufacturer's specifications, and that he risked, at a minimum, severe bodily injury if he used the Gas Stove in its then-current configuration.

62. As a direct and proximate result of Defendants' gross negligence, willful misconduct, and reckless disregard for Mr. Leroy's life, Mr. Leroy has suffered severe bodily injury, emotional distress, lost wages, and medical expenses.

FOURTH CLAIM FOR RELIEF
LOSS OF CONSORTIUM

63. Plaintiffs reallege each and every allegation set forth in all preceding paragraphs as if fully restated here.

64. Plaintiffs' marriage included marital services, society, affection, companionship, and marital intimacy.

65. Aspects of Plaintiffs' marital relationship as cited above have been lost and/or disrupted by Defendants' acts and omissions.

66. Defendants' conduct as alleged herein was the proximate cause of Plaintiffs' loss of consortium.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in Plaintiffs' favor and against Defendants as follows:

1. Awarding Plaintiffs an amount in excess of \$25,000 against Defendants, jointly and severally, for compensatory damages, pain and suffering, lost earnings, loss of consortium, medical expenses, together with costs, and prejudgment interest;
2. Punitive damages in an amount to be determined at trial;
3. Reasonable attorney's fees and costs;
4. A trial by jury; and
5. Such other relief the Court deems appropriate.

Date: September 12, 2023

Respectfully submitted,

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