

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

CROWN BOILER CO., LLC

Debtor,

**ZOILA SAQUIMUX individually and as
Special Administrator of the Estate of
JAYRINNE SEQUEIDA, Deceased,
VICTOR SEQUEIDA, and ZOILA
SAQUIMUX, as mother and next
friend of TIFFANY SEQUEIDA, a
minor,**

Movants,

v.

CROWN BOILER CO. LLC,

Respondent.

Case No. 26-20515-JCM

Chapter 11

Related to Doc No. 1

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, Zoila Saquimux, individually and as Special Administrator of the Estate of Jayrinne Sequeida, Deceased, Victor Sequeida, and Zoila Saquimux, as mother and next friend of Tiffany Sequeida, a minor (the "Movants"), by and through their counsel, Ryan J. Cooney, Paul R. Toigo, and Cooney Law Offices, LLC, files the within Motion for Relief from the Automatic Stay (the "Motion"), and avers as follows:

BANKRUPTCY BACKGROUND

1. On February 25, 2026 (the "Petition Date"), Crown Boiler Co. LLC (the "Debtor"), initiated the above-captioned proceeding by filing a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") at Case

No. 26-20515-JCM (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Western District of Pennsylvania (the “Court”).

JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334.
3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
4. The relief requested herein is authorized by 11 U.S.C. § 362.

FACTUAL BACKGROUND

5. On September 18, 2025, the Movants filed a Complaint in Civil Action in the Circuit Court of Cook County, Illinois Law Division – County Department (the “Complaint” in the “Civil Case”), against the Debtor, and seven other defendants (3024 W. GUNNISON, LLC, an Illinois Limited Liability Company, Steven Trevino, Kathleen Beck, James Beck, Angelo M. Diing, Rhonda Maliet, and VELOCITY BOILER WORKS, LLC, a foreign Limited Liability Company) at Case Number 2025 L 011675. A true and correct copy of the Complaint is attached hereto as **Exhibit “A”**.

6. The Movants were tenants at 3024 W. Gunnison, Chicago, Illinois (the “Property”), a three-flat building heated by a Crown Boiler Series 32 Gas-fired Natural Draft Steam or Water Boiler powered by natural gas (the “Boiler”) designed, manufactured, assembled, and distributed by the Debtor.

7. The Boiler was designed, manufactured, assembled, and distributed without an air pressure switch or other similar safety device designed to shut off the Boiler in the event of incomplete combustion.

8. Because of the aforementioned defect, the Property filled with carbon monoxide, causing injury to the Movants, including the death of Jayrinne Segeida.

9. The Complaint sets forth two Counts against the Debtor, one for wrongful death, and another for negligence.

10. After multiple pleadings from the parties to the Complaint, the Debtor filed the Bankruptcy Case on the Petition Date.

11. Thereafter, on March 13, 2026, a Suggestion of Bankruptcy was filed within the Civil Case, which stayed that proceeding against the Debtor and the non-Debtor defendants pursuant to 11 U.S.C. § 362(a).

RELIEF REQUESTED

12. The Movants seek relief from the automatic stay pursuant to 11 U.S.C. §362(d) to proceed with the Complaint in the Civil Case.

13. 11 U.S.C. § 362(d) provides grounds for relief from the automatic stay as follows:

(d) On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest

14. The Movants submit that relief from the automatic stay is warranted under 11 U.S.C. § 362(d)(1).

15. Courts have granted modification of the automatic stay where doing so creates no great prejudice to the estate nor the debtor. See In re Glunk, 342 B.R. 717 (Bankr. E.D. Pa. 2006); see also Fleck v. KDI Sylvan Pools, Inc., 981 F.2d 107 (3d Cir. 1992).

16. The Movants request relief from the stay to liquidate their claims against the Debtor to establish the Debtor's liability as a predicate to potential recoveries from the

available proceeds of its liability insurance policies, as determined by the Circuit Court of Cook County, Illinois Law Division – County Department pursuant to Illinois law.

17. Accordingly, the Movants request entry of an order pursuant to 11 U.S.C §362(d)(1) of the Bankruptcy Code modifying the automatic stay to enable the Movants to proceed with the Civil Case against the Debtor.

18. The Movants seek to continue an action against the Debtor for which the Movants believe there is coverage under the Debtor's applicable liability insurance policies. If the Motion is granted, the Movants will limit their claims against the Debtor only to the extent of any available and applicable bonds or insurance coverage.

19. The Movants will not seek any measure of damages from the Debtor's bankruptcy estate unless it is determined that there is no coverage under the Debtor's liability insurance policies, at which point the Movants would request additional relief from this Court.

20. Because the Movants will limit their recovery to the limits of insurance coverage pending further order of Court, the relief sought in this Motion will prejudice neither the Debtor nor the estate. See In re Glunk, 342 B.R. 717 (Bankr. E.D. Pa. 2006). As such, 11 U.S.C §362(d) entitles the Movants to relief from the automatic stay to proceed with the Civil Case against the Debtor and its co-defendants in the Circuit Court of Cook County, Illinois Law Division – County Department.

21. The Movants acknowledge that any determination made with respect to any asset of the bankruptcy estate of the Debtor is subject to final approval by the Court.

22. Additionally, any resolution in the Civil Case will be brought back to this Court for final review and approval.

WHEREFORE, the Movants, Zoila Saquimux, individually and as Special Administrator of the Estate of Jayrinne Sequeida, Deceased, Victor Sequeida, and Zoila Saquimux, as mother and next friend of Tiffany Sequeida, a minor, respectfully request this Court issue an order granting relief from the automatic stay as set forth in the attached Order of Court.

Respectfully Submitted,

Date: May 4, 2026

/s/ Ryan J. Cooney
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**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

CROWN BOILER CO., LLC

Debtor,

**ZOILA SAQUIMUX individually and as
Special Administrator of the Estate of
JAYRINNE SEQUEIDA, Deceased,
VICTOR SEQUEIDA, and ZOILA
SAQUIMUX, as mother and next
friend of TIFFANY SEQUEIDA, a
minor**

Movants,

v.

CROWN BOILER CO. LLC,

Respondent.

Case No. 26-20515-JCM

Chapter 11

Related to Doc No. 1

ORDER

Upon consideration of the Motion for Relief from Automatic Stay (the “Motion”) filed by Zoila Saquimux, individually and as Special Administrator of the Estate of Jayrinne Sequeida, Deceased, Victor Sequeida, and Zoila Saquimux, as mother and next friend of Tiffany Sequeida, a minor (the “Movants”) seeking limited relief from the automatic stay to proceed with the civil action pending before the Circuit Court of Cook County, Illinois Law Division – County Department at Case 2025 L 011675, captioned as Zoila Saquimux, individually and as Special Administrator of the Estate of Jayrinne Sequeida, Deceased, Victor Sequeida, and Zoila Saquimux, as mother and next friend of Tiffany Sequeida, a minor v. 3024 W. Gunnison, LLC, an Illinois Limited Liability Company, Steven Trevino, Kathleen Beck, James Beck, Angelo M. Diing, Rhoda Maliet, Crown Boiler, a foreign

Limited Liability Company and Velocity Boiler Works, LLC, a foreign Limited Liability Company (the “Action”); and the Court having reviewed the Motion, finding that the relief sought in the Motion is in the best interests of the Debtor’s estate; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted.
2. The stay afforded by section 362 of the Bankruptcy Code is hereby modified solely to permit the Action to proceed; *provided, however*, that the relief granted is limited strictly to proceeding against any applicable coverages or insurance policies that may provide coverage for the claims alleged by the Movants.
3. The Movants are prohibited from executing on, collecting, or enforcing any judgment obtained in the Action against the Debtor or its estate except for the proceeds of any applicable insurance
4. Except to the extent expressly set forth in paragraph 2 herein, the automatic stay of section 362(a) of the Bankruptcy Code shall remain in full force and effect for all other purposes. Nothing herein shall constitute or operate as a waiver or modification of the automatic stay so as to permit the prosecution against the Debtor of any claims by any person or entity other than the Movants with respect to the Action, subject to the limitations set forth herein.
5. The Debtor and the Movants are authorized and empowered to take all reasonable actions necessary to implement the relief granted in this Order.

BY THE COURT:

Honorable John C. Melaragno
United States Bankruptcy Judge

FILED
12/19/2025 9:47 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025L011675
Calendar, H
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
LAW DIVISION – COUNTY DEPARTMENT

ZOILA SAQUIMUX, individually and as)
Special Administrator of the Estate of)
JAYRINNE SEQUEIDA, Deceased,)
VICTOR SEQUEIDA, and ZOILA)
SAQUIMUX, as mother and next friend of)
TIFFANY SEQUEIDA, a minor,)
)
Plaintiffs,)
)
v)
)
3024 W. GUNNISON, LLC, an Illinois)
Limited Liability Company, STEVEN)
TREVINO, KATHLEEN BECK, JAMES)
BECK, ANGELO M. DIING, RHODA)
MALIET, CROWN BOILER, a foreign)
Limited Liability Company and)
VELOCITY BOILER WORKS, LLC, a)
foreign Limited Liability Company,)
)
Defendants.)

Case No.

PLAINTIFFS’ FIRST AMENDED
COMPLAINT AT LAW

COUNT I - WRONGFUL DEATH

NOW COMES, the Plaintiffs, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, by and through her attorneys, SERPICO, PETROSINO, DI PIERO & O’SHEA, LTD. and complaining of the Defendants, 3024 W. GUNNISON, LLC, an Illinois Limited Liability Company (hereinafter “3024 W GUNNISON”), alleges and says:

1. That, on or about the 13th day of January, 2025, the Defendant, 3024 W GUNNISON, was and still is an Illinois Limited Liability Company existing and authorized to do business in the State of Illinois.

2. That, on or about the 13th day of January, 2025, and at all times relevant to this cause, the Defendant, 3024 W GUNNISON, owned, controlled, operated, managed and maintained a three flat apartment building and premises at 3024 W. Gunnison Street, in the City of Chicago, County of Cook and State of Illinois.

3. On or about the 13th day of January, 2025 and for some time prior thereto, the Defendant, 3024 W GUNNISON, leased a third floor apartment of said premises to Plaintiffs, VICTOR SEQUEIDA and ZOILA SAQUIMUX who resided in the aforesaid apartment with their minor daughters, JAYRINNE SEQUEIDA, who was 10 years old and TIFFANY SEQUEIDA, who was 12 years old.

4. That on or about the 13th day of January, 2025, and throughout the Plaintiff's lease, Defendant, 3024 W GUNNISON, owned, operated, controlled, managed and maintained the common areas of the three flat building, including the basement containing a Crown Boiler Series 32 Gas-fired Natural Draft Steam or Water Boiler powered by natural gas which was the central heating unit for the building.

5. That on or about the 13th day of January, 2025, and throughout the Plaintiff's lease, Defendant, 3024 W GUNNISON, owned, operated, controlled, managed and maintained the common areas of the three flat building, including a chimney and other appurtenant venting and mechanical systems designed to provide an adequate supply of air for combustion, ventilation and dilution of flue gasses.

6. That the Defendant, 3024 W GUNNISON was at all times during the pendency of Plaintiff's lease responsible for the maintenance and upkeep of the boiler as well as the appurtenances thereto including the chimney, flue and ductwork.

EXHIBIT A

7. That at all times relevant hereto, the Plaintiff, ZOILA SAQUIMUX, individually and as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, was in the exercise of ordinary care and caution for her and her family's own safety.

8. That at all times relevant hereto, the Defendant, 3024 W GUNNISON was required by Chapter 18 of the Municipal Code of Chicago in effect at the time of this occurrence to provide sufficient ventilation to ensure that the fossil fuel gasses produced by the central heating unit were properly vented outside of the building.

9. That at all times relevant hereto, the Defendant, 3024 W GUNNISON was required by Chapter 13 of the Municipal Code of Chicago in effect at the time of this occurrence to provide working carbon monoxide detectors in each apartment of the aforesaid three flat building.

10. That at all times relevant hereto, the Defendant, 3034 W. GUNNISON was required by Chapter 13 of the Municipal Code of Chicago to provide a working carbon monoxide detector in the basement of the building where the gas boiler was located.

11. That at some time prior to the date and time of said occurrence, the Defendant, 3024 W GUNNISON by or through its employees and/or agents, failed to properly install, maintain and service the Boiler, to ensure that said Boiler was operating properly, and to provide sufficient airflow to achieve complete combustion of the Boiler.

12. That at some time prior to the date and time of said occurrence, the Defendant, 3024 W GUNNISON by or through its employees and/or agents, failed to properly maintain, test and repair the chimney, flue, ductwork and ventilation system to ensure that sufficient airflow existed to provide an adequate supply of air to the Boiler to achieve complete combustion and to provide adequate ventilation and dilution of flue gasses.

13. That at the time and place alleged herein, due to the negligence of the Defendant as more specifically set forth hereinafter, a dangerous amount of carbon monoxide was produced due to incomplete combustion of the Boiler which remained in the building and was allowed to accumulate to lethal levels in the third-floor apartment of the aforesaid premises in which the Plaintiff and her family resided.

14. That at the time and place alleged herein, the Defendant, 3024 W GUNNISON failed to provide a working carbon monoxide detector in the basement where the Boiler was located.

15. That at the time and place aforesaid, the Defendant 3024 W GUNNISON failed to provide a carbon monoxide detector in the third floor apartment leased by Defendant to the Plaintiffs, Zoila Saquimux, Victor Sequeida and their family.

16. That, on or about the 13th day of January, 2021, and at all times relevant to this cause, ANGELO M. DIING and/or RHODA MALIET leased the first floor apartment at 3024 W. Gunnison Street from the Defendant 3024W. GUNNISON and resided therein.

17. That, on or about the 11th or 12th day of January, 2025, the aforesaid apartment was equipped with a carbon monoxide detector which was located on the ceiling of the first floor apartment.

18. That on or about the 11th or 12th day of January, 2025, the carbon monoxide detector located in the Defendants' first floor apartment activated detecting high levels of carbon monoxide in the building.

19. That upon information and belief, ANGELO M. DIING and/or RHODA MALIET contacted KATHLEEN BECK and advised her of the activation of the carbon monoxide detector. KATHLEEN BECK asked her husband, JAMES BECK to investigate the activation of the alarm as she was away from the building when contacted.

20. That KATHLEEN BECK was the second floor tenant and mother of STEVEN TREVINO, the managing partner of 3024 W. GUNNISON. At all times relevant hereto, KATHLEEN BECK was the on-site person who handled routine maintenance or problems that might arise within the building. KATHLEEN BECK was at all times relevant hereto the agent and servant of the Defendant, 3024 W. GUNNISON and was acting within the scope of her agency and under the express orders of the Defendant, 3024 W. GUNNISON.

21. That at the time and place aforesaid, the Defendants ANGELO M. DIING and RHODA MALIET removed the battery from the carbon monoxide detector in order to deactivate it and to stop the alarm.

22. That JAMES BECK and/or KATHLEEN BECK were aware of and directed, or in the alternative acquiesced in the removal of the batteries from the unit, deactivating the carbon monoxide detector.

23. That at the time and place aforesaid, the Defendants ANGELO M DIING and/or RHODA MALEIT removed the unit from its mount and left the carbon monoxide detector deactivated.

24. That at the time and place aforesaid, neither, ANGELO M. DIING or RHODA MALIET contacted authorities to report the activation of the carbon monoxide detector nor did anything to determine whether there were high levels of carbon monoxide in the premises.

25. That at the time and place aforesaid, neither JAMES BECK or KATHLEEN BECK contacted authorities to report the activation of the carbon monoxide detector nor did anything to determine whether there were high levels of carbon monoxide in the premises.

26. That at the time and place aforesaid, JAMES BECK and KATHLEEN BECK resided in the second floor apartment of the subject three flat.

27. That at the time and place aforesaid, the second floor apartment was equipped with a carbon monoxide detector but upon information and belief, its batteries were not charged and did not function.

28. That on January 13, 2025, the Plaintiff's Decedent, Jayrinne Sequeida was asleep in the third floor apartment of the aforesaid premises when she was overcome by the dangerously high levels of carbon monoxide, and as a result died of carbon monoxide poisoning. The other members of the Plaintiff's household also sustained carbon monoxide poisoning at that time and were hospitalized.

29. At all times mentioned herein, it was the duty of the Defendant, 3024 W GUNNISON, individually and through their agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said premises, including the boiler and its function so as not to negligently cause harm to persons legally upon the premises, including the Plaintiff and her family who were using said premises lawfully.

30. At all times mentioned herein, it was the duty of the Defendant, 3024 W GUNNISON, individually and through their agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said premises, including, chimney, flue, ductwork and ventilation appurtenant to the Boiler to ensure adequate supply of air and adequate ventilation and dilution of flue gasses so as not to negligently cause harm to persons legally upon the premises, including the Plaintiff and her family who were using said premises lawfully.

31. At all times mentioned herein, it was the duty of the Defendant, 3024 W GUNNISON, individually and through their agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said

premises to provide adequate and proper ventilation, burning, and venting of fossil fuel gasses in accordance with Chapter 18 of the Municipal Code of Chicago.

32. At all times mentioned herein, it was the duty of the Defendant, 3024 W GUNNISON, individually and through their agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said premises to provide operating carbon monoxide detectors in the three flat building in accordance with Chapter 13 of Municipal Code of Chicago.

33. At the time and place aforesaid, and as the direct and proximate result of the Defendant and its agents' and/or employees' breach of its aforesaid duties as hereinafter complained of, the Plaintiff's Decedent was overcome by carbon monoxide which resulted in her death.

34. At the time and place aforesaid, notwithstanding its aforesaid duty, the Defendant, 3024 W GUNNISON, by and through its employees and/or agents, was then and there guilty of one or more of the following wrongful acts and/or omissions:

- a. Carelessly and negligently failed to own, operate, control, manage and maintain the Series 32 Gas-fired Natural Draft or Steam Boiler so that there was insufficient oxygen available to achieve complete combustion.
- b. Carelessly and negligently failed to own, operate, control, manage and maintain the boiler and the chimney, flue, ductwork and ventilation appurtenant to said boiler in a reasonably safe operating condition so that the fossil fuel gasses produced by combustion of the natural gas fueling said Boiler vented outside of the building rather than accumulating within the building.
- c. Carelessly and negligently failed to properly own, operate, control, manage and maintain the chimney of the building and the flue contained therein allowing one of the two flues to become blocked and obstructed so that as a result, carbon monoxide was produced by the furnace which vented inside the building rather than outside causing dangerous levels of carbon monoxide to accumulate within the building.
- d. Carelessly and negligently repaired the chimney and flue contained therein in an improper and dangerous manner which caused the chimney and the

flue to deteriorate and to become obstructed preventing complete combustion and the production of dangerous levels of carbon monoxide which vented inside the building.

- e. Carelessly and negligently installed an oversized boiler in the premises which, as a result, failed to contain an air pressure switch designed to shut off the boiler in the event of an obstruction of the flue or other ventilation equipment and production of dangerous levels of carbon monoxide.
- f. Carelessly and negligently failed to install and maintain proper and adequate ventilation equipment to remove fossil fuel gasses created by the furnace to the outside of the building in violation of 18-28-801 of the Municipal Code of Chicago.
- g. Carelessly and negligently failed to install and maintain a carbon monoxide detector in the basement of the premises where the boiler was located to detect unhealthy and/or elevated levels of carbon monoxide produced by the boiler and/or incomplete combustion in violation of 13-64-280 of the Municipal Code of Chicago.
- h. Carelessly and negligently failed to provide working carbon monoxide detectors for the third floor apartment of the premises, in violation of 13-64-250 of the Municipal Code of Chicago.
- i. Carelessly and negligently failed to provide and ensure working carbon monoxide detectors in the first and second floor apartments of the premises in violation of 13-64-210 of the Municipal Code of Chicago.
- j. Carelessly and negligently removed and/or allowed batteries to be removed from a working carbon monoxide detector shortly before this incident occurred without testing for carbon monoxide, replacing the batteries or replacing the carbon monoxide detector in violation of Sections 13-64-240 and 13-64-250 of the Municipal Code of Chicago.
- k. Carelessly and negligently failed to hire competent and qualified technicians to service and maintain the boiler prior to the heating season in either 2023 or 2024 who would have readily detected that the boiler was malfunctioning and was not achieving complete combustion and/or was not properly venting fossil fuel gasses outside the building.
- l. Carelessly and negligently failed to warn the tenants of the building, including the Plaintiff and Plaintiff's Decedent that carbon monoxide was accumulating in the building as a result of the malfunctioning boiler and its venting systems.
- m. Carelessly and negligently failed to inspect and discover the existence of the malfunctioning boiler and venting systems despite the fact that said Defendant knew, or in the exercise of reasonable care should have known

that the Boiler was not achieving complete combustion and was venting dangerous carbon monoxide levels into the building.

- n. Carelessly and negligently failed to provide a safe and suitable premises in which the Plaintiffs and their family could reside.
- o. Carelessly and negligently purchased and installed a Crown Series 32 Boiler which was designed for use in commercial heating applications in a residential three flat that was not equipped with an air pressure or other similar safety device designed to shut down the boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment of the boiler.

35. That, as a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendant, 3024 W GUNNISON, Plaintiff's Decedent, JAYRINNE SEQUEIDA, was overcome by carbon monoxide causing her to become sick and disabled and which resulted in her death on January 13, 2025.

36. That this action is brought pursuant to 740 ILCS 180/1 *et seq* commonly known as the Illinois Wrongful Death Act.

37. That the Decedent, JAYRINNE SEQUEIDA, left surviving her next of kin consisting of their mother, ZOILA SAQUIMUX, her father, VICTOR SEQUEIDA and her sister, TIFFANY SEQUEIDA.

38. That, by reason of the wrongful death of the Decedent, JAYRINNE SEQUEIDA said surviving next of kin and other family members have been deprived of valuable services which the Decedent was accustomed to performing for them and would have continued to so perform but for the death and that said surviving next of kin and other family members have been deprived of future large sums of money and future valuable services which the Decedent would have rendered in the future but for their wrongful death and further, that said next of kin and other family members have experienced profound sorrow and grief and have been deprived of the affection, society, companionship and guidance of the Decedent, all to their great

detriment and to the detriment of the Plaintiff, as Special Administrator for the Estate of the Decedent and Decedent's next of kin.

39. The Plaintiff, ZOILA SAQUIMUX, has been named the Special Administrator of the Estate of JAYRINNE SEQUEIDA by order of the Circuit Court of Cook County, Illinois on September 17, 2025, a copy of which is attached hereto as Exhibit "A".

WHEREFORE, Plaintiff, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, demands judgment against Defendant, 3024 W. GUNNISON, LLC, an Illinois Limited Liability Company in an amount in excess of Fifty Thousand Dollars (\$50,000.00) plus costs of this suit.

COUNT II - NEGLIGENCE

NOW COMES, the Plaintiff, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, by and through their attorneys, SERPICO, PETROSINO, DIPIERO & O'SHEA, LTD. and complaining of the Defendants, 3024 W. GUNNISON, LLC., an Illinois Limited Liability Company (hereinafter "3024 W GUNNISON"), alleges and says:

1-33. Plaintiffs adopt and reallege paragraphs 1 through 32 of Count I as paragraphs 1 through 33 of this Count as though fully set forth herein.

34. As a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendant, the Plaintiffs, and each of them, were then and there injured, both externally and internally, and suffered a severe shock to their nervous system and bruises and contusions and lacerations to their body, and became and were sick and disabled and will in the future suffer great pain and discomfort and physical impairment, all of which injuries are permanent and they have been and will be kept from attending to their ordinary affairs and duties, and have lost and will in the future lose great gains which they otherwise would have

made and acquired, and they have become liable for large sums of money for medical and hospital care and attention, and have suffered great losses to their personal property and possessions.

35. The Plaintiff, TIFFANY SEQUEIDA, a minor, further states that she was obligated to expend large sums of money, and will in the future expend large sums of money for doctor bills for physical treatment and psychological treatment in endeavoring to be cured of the injuries caused by the said occurrence, and further that the Plaintiff's father, VICTOR SEQUEIDA, has assigned, transferred, and relinquished his rights to recover monies expended and incurred and to be expended and incurred for medical, hospital and physical services as a result of said occurrence, and she has assigned, transferred and relinquished her right to recover for earnings and wages during the minority of the minor, whereby said parent of said minor hereby assigns, transfers, and relinquishes his rights as aforesaid to the minor Plaintiff.

WHEREFORE, the Plaintiffs, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, asks judgment against the Defendant, 3024 W. GUNNISON, LLC., an Illinois Limited Liability Company, in a sum in excess of FIFTY THOUSAND (\$50,000) DOLLARS plus the costs of this suit.

COUNT III – WRONGFUL DEATH

NOW COMES, the Plaintiffs, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, by and through her attorneys, SERPICO, PETROSINO, DI PIERO & O'SHEA, LTD. and complaining of the Defendant, STEVEN TREVINO, alleges and says:

1. That, on or about the 13th day of January, 2025, and at all times relevant to this cause, the Defendant, STEVEN TREVINO, owned, controlled, operated, managed and

maintained a three flat apartment building and premises at 3024 W. Gunnison Street, in the City of Chicago, County of Cook and State of Illinois.

2. On or about the 13th day of January, 2025 and for some time prior thereto, the Defendant, STEVEN TREVINO, leased a third floor apartment of said premises to Plaintiffs, VICTOR SEQUEIDA and ZOILA SAQUIMUX who resided in the aforesaid apartment with their minor daughters, JAYRINNE SEQUEIDA, who was 10 years old and TIFFANY SEQUEIDA, who was 12 years old.

3. That on or about the 13th day of January, 2025, and throughout the Plaintiff's lease, Defendant, STEVEN TREVINO, owned, operated, controlled, managed and maintained the common areas of the three flat building, including the basement containing a Crown Boiler Series 32 Gas-fired Natural Draft Steam or Water Boiler which was the central heating unit for the building powered by natural gas.

4. That on or about the 13th day of January, 2025, and throughout the Plaintiff's lease, Defendant, STEVEN TREVINO, owned, operated, controlled, managed and maintained the common areas of the three flat building, including a chimney and other appurtenant venting and mechanical systems designed to provide an adequate supply of air for combustion, ventilation and dilution of flue gasses.

5. That the Defendant, STEVEN TREVINO was at all times during the pendency of Plaintiff's lease responsible for the maintenance and upkeep of the Boiler as well as the appurtenances thereto including the chimney, flue and ductwork.

6. That at all times relevant hereto, the Plaintiff, ZOILA SAQUIMUX, individually and as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, was in the exercise of ordinary care and caution for her and her family's own safety.

7. That at all times relevant hereto, the Defendant, STEVEN TREVINO was required by Chapter 18 of the Municipal Code of Chicago in effect at the time of this occurrence to provide sufficient ventilation to ensure that the fossil fuel gasses produced by the central heating unit were properly vented outside of the building.

8. That at all times relevant hereto, the Defendant, STEVEN TREVINO was required by Chapter 13 of the Municipal Code of Chicago in effect at the time of this occurrence to provide working carbon monoxide detectors in each apartment of the aforesaid three flat building.

9. That at all times relevant hereto, the Defendant, STEVEN TREVINO was required by Chapter 13 of the Municipal Code of Chicago to provide a working carbon monoxide detector in the basement of the building where the gas boiler was located.

10. That at some time prior to the date and time of said occurrence, the Defendant, STEVEN TREVINO by or through his employees and/or agents, failed to properly install, maintain and service the Boiler, to ensure that said Boiler was operating properly, and to provide sufficient airflow to achieve complete combustion of the Boiler.

11. That at some time prior to the date and time of said occurrence, the Defendant, STEVEN TREVINO by or through his employees and/or agents, failed to properly maintain, test and repair the chimney, flue, ductwork and ventilation system to ensure that sufficient airflow existed to provide an adequate supply of air to the Boiler to achieve complete combustion and to provide adequate ventilation and dilution of flue gasses.

12. That at the time and place alleged herein, due to the negligence of the Defendant as more specifically set forth hereinafter, a dangerous amount of carbon monoxide was produced due to incomplete combustion of the Boiler which remained in the building and was allowed to

accumulate to lethal levels in the third-floor apartment of the aforesaid premises in which the Plaintiff and her family resided.

13. That at the time and place alleged herein, the Defendant, STEVEN TREVINO failed to provide a working carbon monoxide detector in the basement where the Boiler was located.

14. That, on or about the 13th day of January, 2021, and at all times relevant to this cause, ANGELO M. DIING and/or RHODA MALIET leased the first floor apartment at 3024 W. Gunnison Street from the Defendant STEVEN TREVINO, and resided there.

15. That, on or about the 11th or 12th day of January, 2025, the aforesaid apartment was equipped with a carbon monoxide detector which was located on the ceiling of the first floor apartment.

16. That on or about January 11 or 12, 2025, the carbon monoxide detector located in the Defendant' first floor apartment activated detecting high levels of carbon monoxide in the building.

17. That upon information and belief, ANGELO M. DIING and/or RHODA MALIET contacted KATHLEEN BECK and advised her of the activation of the carbon monoxide detector. KATHLEEN BECK asked her husband, JAMES BECK to investigate the activation of the alarm as she was away from the building when contacted.

18. That KATHLEEN BECK was the second floor tenant and mother of STEVEN TREVINO, the managing partner of 3024 W. GUNNISON. At all times relevant hereto, KATHLEEN BECK was the on-site person who handled routine maintenance or problems that might arise within the building. KATHLEEN BECK was at all times relevant hereto the agent and servant of the Defendant, STEVEN TREVINO and was acting within the scope of her agency and under the express orders of the Defendant, STEVEN TREVINO.

19. That at the time and place aforesaid, the Defendant ANGELO M. DIING and RHODA MALIET removed the battery from the carbon monoxide detector in order to deactivate it and to stop the alarm.

20. That JAMES BECK and/or KATHLEEN BECK were aware of and directed, or in the alternative, acquiesced in the removal of the batteries from the unit, deactivating the carbon monoxide detector.

21. That at the time and place aforesaid, the Defendant, ANGELO M DIING and/or RHODA MALEIT removed the unit from its mount and left the carbon monoxide detector deactivated.

22. That at the time and place aforesaid, neither ANGELO M. DIING or RHODA MALIET contacted authorities to report the activation of the carbon monoxide detector or did anything to determine whether there were high levels of carbon monoxide in the premises.

23. That at the time and place aforesaid, neither JAMES BECK or KATHLEEN BECK contacted authorities to report the activation of the carbon monoxide detector or did anything to determine whether there were high levels of carbon monoxide in the premises.

24. That at the time and place aforesaid, JAMES BECK and KATHLEEN BECK resided in the second floor apartment of the subject three flat.

25. That at the time and place aforesaid, the second floor apartment was equipped with a carbon monoxide detector but its batteries were not charged and did not function.

26. That at the time and place aforesaid, the Defendant STEVEN TREVINO failed to provide a carbon monoxide detector in the third floor apartment leased by Defendant to the Plaintiffs, Zoila Saquimux, Victor Sequeida and their family.

27. That on January 13, 2025, the Plaintiff's Decedent, Jayrinne Sequeida was asleep in the third floor apartment of the aforesaid premises when she was overcome by the dangerously

high levels of carbon monoxide, and as a result died of carbon monoxide poisoning. The other members of the Plaintiff's household also sustained carbon monoxide poisoning at that time and were hospitalized.

28. At all times mentioned herein, it was the duty of the Defendant, STEVEN TREVINO , individually and through his agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said premises, including the boiler and its function so as not to negligently cause harm to persons legally upon the premises, including the Plaintiff and her family who were using said premises lawfully.

29. At all times mentioned herein, it was the duty of the Defendant, STEVEN TREVINO, individually and through his agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said premises, including, chimney, flue, ductwork and ventilation appurtenant to the Boiler to ensure adequate supply of air and adequate ventilation and dilution of flue gasses so as not to negligently cause harm to persons legally upon the premises, including the Plaintiff and her family who were using said premises lawfully.

30. At all times mentioned herein, it was the duty of the Defendant, STEVEN TREVINO, individually and through his agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said premises to provide operating carbon monoxide detectors in the three flat building in accordance with Chapter 13 of Municipal Code of Chicago.

31. At all times mentioned herein, it was the duty of the Defendant, STEVEN TREVINO, individually and through his agents and employees to exercise reasonable care and caution in the ownership, operation, management, maintenance and control of the said premises

to provide adequate and proper ventilation, burning, and venting of fossil fuel gasses in accordance with Chapter 18 of the Municipal Code of Chicago.

32. At the time and place aforesaid, and as the direct and proximate result of the Defendant and his agents' and/or employees' breach of his aforesaid duties as hereinafter complained of, the Plaintiff's Decedent was overcome by carbon monoxide which resulted in her death.

33. At the time and place aforesaid, notwithstanding his aforesaid duty, the Defendant, STEVEN TREVINO, by and through his employees and/or agents, was then and there guilty of one or more of the following wrongful acts and/or omissions:

- a. Carelessly and negligently failed to manage and maintain the Series 32 Gas-fired Natural Draft or Steam Boiler so that there was insufficient oxygen available to achieve complete combustion.
- b. Carelessly and negligently failed to manage and maintain the boiler and the chimney, flue, ductwork and ventilation appurtenant to said boiler in a reasonably safe operating condition so that the fossil fuel gasses produced by combustion of the natural gas fueling said Boiler vented outside of the building rather than accumulating within the building.
- c. Carelessly and negligently failed to properly maintain the chimney of the building and the flue contained therein allowing one of the two flues to become blocked and obstructed so that as a result, carbon monoxide was produced by the furnace which vented inside the building rather than outside causing dangerous levels of carbon monoxide to accumulate within the building.
- d. Carelessly and negligently repaired the chimney and flue contained therein in an improper and dangerous manner which caused the chimney and the flue to deteriorate and to become obstructed preventing complete combustion and the production of dangerous levels of carbon monoxide which vented inside the building.
- e. Carelessly and negligently installed an oversized boiler in the premises which, as a result, failed to contain an air pressure switch designed to shut off the boiler in the event of an obstruction of the flue or other ventilation equipment and production of dangerous levels of carbon monoxide.
- f. Carelessly and negligently failed to install and maintain proper and adequate ventilation equipment to remove fossil fuel gasses created by the

furnace to the outside of the building in violation of 18-28-801 of the Municipal Code of Chicago.

- g. Carelessly and negligently failed to install and maintain a carbon monoxide detector in the basement of the premises where the boiler was located to detect unhealthy and/or elevated levels of carbon monoxide produced by the boiler and/or incomplete combustion in violation of 13-64-280 of the Municipal Code of Chicago.
- h. Carelessly and negligently failed to provide working carbon monoxide detectors for the third floor apartment of the premises, in violation of 13-64-250 of the Municipal Code of Chicago.
- i. Carelessly and negligently failed to provide and ensure working carbon monoxide detectors in the first and second floor apartments of the premises in violation of 13-64-210 of the Municipal Code of Chicago.
- j. Carelessly and negligently removed and/or allowed batteries to be removed from a working carbon monoxide detector shortly before this incident occurred without testing for carbon monoxide, replacing the batteries or replacing the carbon monoxide detector in violation of Sections 13-64-240 and 13-64-250 of the Municipal Code of Chicago.
- k. Carelessly and negligently failed to hire competent and qualified technicians to service and maintain the boiler prior to the heating season in either 2023 or 2024 who have readily detected that the boiler was malfunctioning and was not achieving complete combustion and/or was not properly venting fossil fuel gasses outside the building.
- l. Carelessly and negligently failed to warn the tenants of the building, including the Plaintiff and Plaintiff's Decedent that carbon monoxide was accumulating in the building as a result of the malfunctioning boiler and its venting systems.
- m. Carelessly and negligently failed to inspect and discover the existence of the malfunctioning boiler and venting systems despite the fact that said Defendant knew, or in the exercise of reasonable care should have known that the Boiler was not achieving complete combustion and was venting dangerous carbon monoxide levels into the building.
- n. Carelessly and negligently failed to provide a safe and suitable premises in which the Plaintiffs and their family could reside.
- o. Carelessly and negligently designed, manufactured assembled, distributed, and installed the Crown Series 32 which was designed for use in commercial heating applications in a residential three flat which was not equipped with an air pressure or other similar safety device designed to

shut down the boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment of the boiler.

34. That, as a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendant, STEVEN TREVINO, Plaintiff's Decedent was overcome by carbon monoxide causing her to become sick and disabled and which resulted in her death on January 13, 2025.

35. That this action is brought pursuant to 740 ILCS 180/1 *et seq* commonly known as the Illinois Wrongful Death Act.

36. That the Decedent, JAYRINNE SEQUEIDA, left surviving her next of kin consisting of their mother, ZOILA SAQUIMUX, her father, VICTOR SEQUEIDA and her sister, TIFFANY SEQUEIDA.

37. That, by reason of the wrongful death of the Decedent, JAYRINNE SEQUEIDA said surviving next of kin and other family members have been deprived of valuable services which the Decedent was accustomed to performing for them and would have continued to so perform but for the death and that said surviving next of kin and other family members have been deprived of future large sums of money and future valuable services which the Decedent would have rendered in the future but for their wrongful death and further, that said next of kin and other family members have experienced profound sorrow and grief and have been deprived of the affection, society, companionship and guidance of the Decedent, all to their great detriment and to the detriment of the Plaintiff, as Special Administrator for the Estate of the Decedent and Decedent's next of kin.

38. The Plaintiff, ZOILA SAQUIMUX, has been named the Special Administrator of the Estate of JAYRINNE SEQUEIDA by order of the Circuit Court of Cook County, Illinois on September 17, 2025, a copy of which is attached hereto as Exhibit "A".

WHEREFORE, Plaintiff, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, demands judgment against Defendant, STEVEN TREVINO in an amount in excess of Fifty Thousand Dollars (\$50,000.00) plus costs of this suit.

COUNT IV - NEGLIGENCE

NOW COMES, the Plaintiff, ZOILA SAQUIMUX, individually, and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, by and through their attorneys, SERPICO, PETROSINO, DIPIERO & O'SHEA, LTD. and complaining of the Defendant, STEVEN TREVINO, allege and say:

1-32. Plaintiffs adopt and reallege paragraphs 1 through 32 of Count I as paragraphs 1 through 32 of this Count as though fully set forth herein.

33. As a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendant, the Plaintiffs, and each of them, were then and there injured, both externally and internally, and suffered a severe shock to their nervous system and bruises and contusions and lacerations to their body, and became and were sick and disabled and will in the future suffer great pain and discomfort and physical impairment, all of which injuries are permanent and they have been and will be kept from attending to their ordinary affairs and duties, and have lost and will in the future lose great gains which they otherwise would have made and acquired, and they have become liable for large sums of money for medical and hospital care and attention, and have suffered great losses to their personal property and possessions.

34. The Plaintiff, TIFFANY SEQUEIDA, a minor, further states that she was obligated to expend large sums of money, and will in the future expend large sums of money for doctor bills for physical treatment and psychological treatment in endeavoring to be cured of the injuries caused by the said occurrence, and further that the Plaintiff's father, VICTOR

SEQUEIDA, has assigned, transferred, and relinquished his rights to recover monies expended and incurred and to be expended and incurred for medical, hospital and physical services as a result of said occurrence, and she has assigned, transferred and relinquished her right to recover for earnings and wages during the minority of the minor, whereby said parent of said minor hereby assigns, transfers, and relinquishes his rights as aforesaid to the minor Plaintiff.

WHEREFORE, the Plaintiffs, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, asks judgment against the Defendants, STEVEN TREVINO in a sum in excess of FIFTY THOUSAND (\$50,000) DOLLARS plus the costs of this suit.

COUNT V – WRONGFUL DEATH

NOW COMES, the Plaintiff, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, by and through her attorneys, SERPICO, PETROSINO, DI PIERO & O'SHEA, LTD. and complaining of the Defendants, ANGELO M. DIING and RHODA MALIET (hereinafter "DIING and MALIET"), allege and say:

1. That on or about the 13th day of January, 2025, the DEFENDANT, 3024 W. GUNNISON LLC., leased the first floor apartment to Defendants, DIING and MALIET.
2. That, on or about the 13th day of January, 2021, and at all times relevant to this cause, the Defendants DIING and MALIET and each of them, controlled and maintained the first floor apartment at 3024 W. Gunnison Street, in the City of Chicago, County of Cook and State of Illinois.
3. That on or about the 11th or 12th day of January, 2025, the aforesaid apartment was equipped with a carbon monoxide detector which was located on the ceiling of the first floor apartment.

4. That on or about January 11th and 12th, 2025, the carbon monoxide detector located in the Defendants' first floor apartment activated alerting of potentially high levels of carbon monoxide in the building.

5. That upon information and belief, ANGELO M. DIING and/or RHODA MALIET contacted KATHLEEN BECK and advised her of the activation of the carbon monoxide detector. KATHLEEN BECK asked her husband, JAMES BECK to investigate the activation of the alarm as she was away from the building when contacted.

6. That KATHLEEN BECK was the second floor tenant and mother of STEVEN TREVINO, the managing partner of 3024 W. GUNNISON. At all times relevant hereto, KATHLEEN BECK was the on-site person who handled routine maintenance or problems that might arise within the building.

7. That at the time and place aforesaid, the Defendants ANGELO M. DIING and RHODA MALIET removed the battery from the carbon monoxide detector in order to deactivate it and to stop the alarm.

8. That JAMES BECK and/or KATHLEEN BECK were aware of and directed, or in the alternative acquiesced in the removal of the batteries from the unit, deactivating the carbon monoxide detector.

9. That at the time and place aforesaid, the Defendants ANGELO M DIING and/or RHODA MALEIT removed the unit from its mount and left the carbon monoxide detector deactivated.

10. That at the time and place aforesaid, neither ANGELO M. DIING or RHODA MALIET contacted authorities to report the activation of the carbon monoxide detector nor did anything to determine whether there were high levels of carbon monoxide in the premises.

11. That at the time and place aforesaid, neither JAMES BECK nor KATHLEEN BECK contacted authorities to report the activation of the carbon monoxide detector or did anything to determine whether there were high levels of carbon monoxide in the premises.

12. At all times mentioned herein, Chapter 13 of the Municipal Code of Chicago required tenants to be responsible for replacing batteries to a carbon monoxide detector which was the responsibility of the landlord to provide.

13. At all times mentioned herein, Chapter 13 of the Municipal Code of Chicago made it unlawful for any person to remove batteries from a carbon monoxide detector or in any way to make inoperable a carbon monoxide detector except in cases involving the normal procedure of replacing batteries.

14. That the Defendants, DIING and/or MALIET left the carbon monoxide detector deactivated and without batteries despite the building having contained a dangerously high concentration of carbon monoxide.

15. That the Defendants, DIING and/or MALIET failed to warn or advise the Plaintiff or her family that the detector activated, that they removed the batteries and that they did nothing to determine whether the activation of the carbon monoxide detector was due to the building having high concentrations of carbon monoxide.

16. At all times mentioned herein, it was the duty of the Defendants, DIING and MALIET, and each of them, to act reasonably in the maintenance and control of the aforesaid premises to determine whether the activation of the carbon monoxide detector was due to high levels of carbon monoxide in the boilers.

17. At all times mentioned herein, it was the duty of the Defendants, DIING and MALIET, and each of them, pursuant to Chapter 13 of the Municipal Code of Chicago to keep

and maintain working batteries in the carbon monoxide detector and to act reasonably in alerting residents of the building of potential high levels of carbon monoxide activating the detector.

18. At the time and place aforesaid, and as the direct and proximate result of the Defendants' DIING and MALIET, and each of them breach of their aforesaid duties, the Plaintiff's Decedent, JAYRINNE SEQUEIDA, who resided in the third floor apartment of the aforesaid premises became overcome by carbon monoxide and died on January 13, 2025. The other members of the Plaintiff's household sustained carbon monoxide poisoning at that time and were hospitalized.

19. At the time and place aforesaid, notwithstanding their aforesaid duties, the Defendants, ANGELO M. DIING and RHODA MALIET, and each of them, were then and there guilty of one or more of the following wrongful acts and/or omissions:

- a. Carelessly and negligently removed the batteries from the carbon monoxide detector and subsequently removed the carbon monoxide detector entirely, which was located in the first floor apartment of the aforesaid premises rendering it inoperable in violation of 13-64-240 of the Municipal Code of Chicago.
- b. Carelessly and negligently failed to investigate the cause of the activation of the carbon monoxide detector to determine if its activation was caused by harmful levels of carbon monoxide in the building.
- c. Carelessly and negligently failed to warn the Plaintiff's Decedent and/or her parents that the carbon monoxide detector in the first floor unit had activated.
- d. Carelessly and negligently failed to warn the Plaintiff's Decedent and/or her parents that the carbon monoxide detector in the first floor apartment was left deactivated without batteries.
- e. Carelessly and negligently failed to replace the batteries to the carbon monoxide detector, to replace the unit or to obtain a substitute carbon monoxide detector.

20. That, as a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendants, DIING and MALIET and each of them, Plaintiff's

Decedent, JAYRINNE SEQUEIDA was then and there injured and overcome by carbon monoxide causing her to become sick and disabled resulting in her death on January 13, 2025.

21. That this action is brought pursuant to 740 ILCS 180/1 *et seq* commonly known as the Illinois Wrongful Death Act.

22. That the Decedent, JAYRINNE SEQUEIDA, left surviving her next of kin consisting of their mother, ZOILA SAQUIMUX, her father, VICTOR SEQUEIDA and her sister, TIFFANY SEQUEIDA.

23. That, by reason of the wrongful death of the Decedent, JAYRINNE SEQUEIDA said surviving next of kin and other family members have been deprived of valuable services which the Decedent was accustomed to performing for them and would have continued to so perform but for the death and that said surviving next of kin and other family members have been deprived of future large sums of money and future valuable services which the Decedent would have rendered in the future but for their wrongful death and further, that said next of kin and other family members have experienced profound sorrow and grief and have been deprived of the affection, society, companionship and guidance of the Decedent, all to their great detriment and to the detriment of the Plaintiff, as Special Administrator for the Estate of the Decedent and Decedent's next of kin.

24. The Plaintiff, ZOILA SAQUIMUX, has been named the Special Administrator of the Estate of JAYRINNE SEQUEIDA by order of the Circuit Court of Cook County, Illinois on September 17, 2025, a copy of which is attached hereto as Exhibit "A".

WHEREFORE, Plaintiff, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, demands judgment against Defendants, ANGELO M. DIING and RHODA MALIET, and each of them, jointly and severally in an amount in excess of Fifty Thousand Dollars (\$50,000.00) plus costs of this suit.

COUNT VI - NEGLIGENCE

NOW COMES, the Plaintiff, ZOILA SAQUIMUX, individually, and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, by and through their attorneys, SERPICO, PETROSINO, DIPIERO & O'SHEA, LTD. and complaining of the Defendants, ANGELO M. DIING and RHODA MALIET, allege and say:

1-19. Plaintiffs adopt and reallege paragraphs 1 through 19 of Count V as paragraphs 1 through 19 of this Count as though fully set forth herein.

20. As a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendants, the Plaintiffs, and each of them, were then and there injured, both externally and internally, and suffered a severe shock to their nervous system and bruises and contusions and lacerations to their body, and became and were sick and disabled and will in the future suffer great pain and discomfort and physical impairment, all of which injuries are permanent and they have been and will be kept from attending to their ordinary affairs and duties, and have lost and will in the future lose great gains which they otherwise would have made and acquired, and they have become liable for large sums of money for medical and hospital care and attention, and have suffered great losses to their personal property and possessions.

21. The Plaintiff, TIFFANY SEQUEIDA, a minor, further states that she was obligated to expend large sums of money, and will in the future expend large sums of money for doctor bills for physical treatment and psychological treatment in endeavoring to be cured of the injuries caused by the said occurrence, and further that the Plaintiff's father, VICTOR SEQUEIDA, has assigned, transferred, and relinquished his rights to recover monies expended and incurred and to be expended and incurred for medical, hospital and physical services as a result of said occurrence, and she has assigned, transferred and relinquished her right to recover

for earnings and wages during the minority of the minor, whereby said parent of said minor hereby assigns, transfers, and relinquishes his rights as aforesaid to the minor Plaintiff.

WHEREFORE, the Plaintiffs, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, asks judgment against the Defendants, ANGELO M. DIING and RHODA MALIET, and each of them jointly and severally, in a sum in excess of FIFTY THOUSAND (\$50,000) DOLLARS plus the costs of this suit.

COUNT VII – WRONGFUL DEATH

NOW COMES, the Plaintiffs, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, by and through her attorneys, SERPICO, PETROSINO, DI PIERO & O'SHEA, LTD. and complaining of the Defendants, KATHLEEN BECK and JAMES BECK, alleges and says:

1. On or about the 13th day of January, 2025, the Defendants resided in the second floor apartment of the premises commonly known as 3024 W. Gunnison Street, Chicago, Illinois.

2. That, on or about the 13th day of January, 2021, and at all times relevant to this cause, the Defendants KATHLEEN BECK and JAMES BECK and each of them, controlled and maintained the second floor apartment at 3024 W. Gunnison Street, in the City of Chicago, County of Cook and State of Illinois.

3. On or about the 13th day of January, 2025, the second floor apartment was equipped with a carbon monoxide detector.

4. On or about the 11th day of January, 2025, the first floor apartment was equipped with a carbon monoxide detector.

5. That on or about the 13th day of January, 2025, the third floor apartment was not equipped with a carbon monoxide detector.

6. That at the time and place alleged herein, the Defendants, STEVEN TREVINO failed to provide a working carbon monoxide detector in the basement where the Boiler was located.

7. That, on or about the 13th day of January, 2021, and at all times relevant to this cause, ANGELO M. DIING and/or RHODA MALIET leased the first floor apartment at 3024 W. Gunnison Street and resided there.

8. That, on or about the 11th or 12th day of January, 2025, the aforesaid apartment was equipped with a carbon monoxide detector which was located on the ceiling of the first floor apartment.

9. That on or about January 11 or 12, 2025, the carbon monoxide detector located in the Defendants' first floor apartment activated detecting high levels of carbon monoxide in the building.

10. That upon information and belief, ANGELO M. DIING and/or RHODA MALIET contacted KATHLEEN BECK and advised her of the activation of the carbon monoxide detector. KATHLEEN BECK asked her husband, JAMES BECK to investigate the activation of the alarm as she was away from the building when contacted.

11. That KATHLEEN BECK was the second floor tenant and mother of STEVEN TREVINO, the managing partner of 3024 W. GUNNISON. At all times relevant hereto, KATHLEEN BECK was the on-site person who handled routine maintenance or problems that might arise within the building.

12. That at the time and place aforesaid, the Defendants ANGELO M. DIING and RHODA MALIET removed the battery from the carbon monoxide detector in order to deactivate it and to stop the alarm.

13. That JAMES BECK and/or KATHLEEN BECK were aware of and directed, or in the alternative acquiesced in the removal of the batteries from the unit, deactivating the carbon monoxide detector.

14. That at the time and place aforesaid, the Defendants, ANGELO M DIING and/or RHODA MALEIT removed the unit from its mount and left the carbon monoxide detector deactivated.

15. That at the time and place aforesaid, neither ANGELO M. DIING nor RHODA MALIET contacted authorities to report the activation of the carbon monoxide detector or did anything to determine whether there were high levels of carbon monoxide in the premises.

16. That at the time and place aforesaid, neither JAMES BECK nor KATHLEEN BECK contacted authorities to report the activation of the carbon monoxide detector or did anything to determine whether there were high levels of carbon monoxide in the premises.

17. That at the time and place aforesaid, JAMES BECK and KATHLEEN BECK resided in the second floor apartment of the subject three flat.

18. That at the time and place aforesaid, the second floor apartment was equipped with a carbon monoxide detector but its batteries did not function.

19. At all times mentioned herein, Chapter 13 of the Municipal Code of Chicago made it unlawful for any person to remove batteries from a carbon monoxide detector or in any way to make inoperable a carbon monoxide detector except in cases involving the normal procedure of replacing batteries.

20. At all times mentioned herein Chapter 13 of the Municipal Code of Chicago required the owner to supply and install required carbon monoxide detectors and to provide written information regarding carbon monoxide and maintenance to at least one adult tenant in

each dwelling unit; The tenant was required to test, provide general maintenance and to replace batteries for carbon monoxide detectors located in the tenants dwelling units.

21. At all times mentioned herein, it was the duty of the Defendants, KATHLEEN BECK and JAMES BECK, and each of them, to act reasonably in the maintenance and control of the aforesaid premises and to test, maintain and replace batteries in the second floor apartment's carbon monoxide detectors.

22. At all times mentioned herein, it was the duty of the Defendants, KATHLEEN BECK and JAMES BECK, and each of them to investigate to act reasonably and to determine if the activation of the first floor carbon monoxide detector was due to high levels of carbon monoxide in the building.

23. That at all times mentioned herein, it was the duty of the Defendants, KATHLEEN BECK and JAMES BECK, and each of them to advise or warn the tenants, including the Plaintiff and her family that the first floor carbon monoxide detector had activated, that the unit had been deactivated by removing batteries and that no investigation had been done to determine if there were high levels of carbon monoxide in the building.

24. That KATHLEEN BECK and JAMES BECK, upon information and belief did not replace the batteries in the unit in their apartment or to take any action whatsoever to determine if the building contained high levels of carbon monoxide after learning of the activation of the carbon monoxide detector in the first floor unit and the deactivation of said detector by removal of the batteries.

25. At the time and place aforesaid, as the direct and proximate result of the Defendants' KATHLEEN BECK and JAMES BECK, and each of them breach of their aforesaid duties, the Plaintiff's Decedent who resided in the third floor apartment of the aforesaid premises

became overcome by carbon monoxide and died. The other members of the Plaintiff's household sustained carbon monoxide poisoning at that time and were hospitalized.

26. At the time and place aforesaid, notwithstanding their aforesaid duties, the Defendants, KATHLEEN BECK and JAMES BECK, and each of them, were then and there guilty of one or more of the following wrongful acts and/or omissions:

- a. Carelessly and negligently allowed and/or directed the first floor tenants to remove the batteries from the carbon monoxide detector located in the first floor apartment making it inoperable in violation of 13-64-240 of the Municipal Code of Chicago after learning that the detector had no activated.
- b. Carelessly and negligently failed to investigate the cause of the activation of the carbon monoxide detector in the first floor apartment to determine if its activation was caused by harmful levels of carbon monoxide in the building.
- c. Carelessly and negligently failed to warn the Plaintiff's Decedent and/or her parents that the carbon monoxide detector in the first floor unit had activated and that they had not investigated the cause, instead removing or allowing the batteries to be removed from the carbon monoxide detector in its entirety, making it inoperable.
- d. Carelessly and negligently failed to maintain and replace batteries in the second floor unit to ensure a working carbon monoxide detectors when the Defendants knew that the detector in the first floor had activated and the battery was removed from the from the detector, rendering it inoperable in violation of 13-64-250 of the Municipal Code of Chicago.
- e. Carelessly and negligently assumed that the activation of the detector was due to a malfunction in its batteries rather than to investigate whether there were high levels of carbon monoxide in the premises.

27. That, as a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendants, KATHLEEN BECK and JAMES BECK, and each of them, Plaintiff's Decedent, JAYRINNE SEQUEIDA was then and there injured and overcome by carbon monoxide causing her to become sick and disabled resulting in her death on January 13, 2025.

28. That this action is brought pursuant to 740 ILCS 180/1 *et seq* commonly known as the Illinois Wrongful Death Act.

29. That the Decedent, JAYRINNE SEQUEIDA, left surviving her next of kin consisting of their mother, ZOILA SAQUIMUX, her father, VICTOR SEQUEIDA and her sister, TIFFANY SEQUEIDA.

30. That, by reason of the wrongful death of the Decedent, JAYRINNE SEQUEIDA said surviving next of kin and other family members have been deprived of valuable services which the Decedent was accustomed to performing for them and would have continued to so perform but for the death and that said surviving next of kin and other family members have been deprived of future large sums of money and future valuable services which the Decedent would have rendered in the future but for their wrongful death and further, that said next of kin and other family members have experienced profound sorrow and grief and have been deprived of the affection, society, companionship and guidance of the Decedent, all to their great detriment and to the detriment of the Plaintiff, as Special Administrator for the Estate of the Decedent.

31. The Plaintiff, ZOILA SAQUIMUX, has been named the Special Administrator of the Estate of JAYRINNE SEQUEIDA by order of the Circuit Court of Cook County, Illinois on September 17, 2025, a copy of which is attached hereto as Exhibit "A".

WHEREFORE, Plaintiff, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, demands judgment against Defendants, KATHLEEN BECK and JAMES BECK, and each of them jointly and severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00) plus costs of this suit.

COUNT VIII - NEGLIGENCE

NOW COMES, the Plaintiff, ZOILA SAQUIMUX, individually, and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, by and through their attorneys, SERPICO, PETROSINO, DIPIERO & O'SHEA, LTD. and complaining of the Defendants, KATHLEEN BECK and JAMES BECK, allege and say:

1-26. Plaintiffs adopt and reallege paragraphs 1 through 26 of Count VII as paragraphs 1 through 26 of this Count as though fully set forth herein.

27. As a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendants, and each of them, the Plaintiffs were then and there injured, both externally and internally, and suffered a severe shock to their nervous system and bruises and contusions and lacerations to their body, and became and were sick and disabled and will in the future suffer great pain and discomfort and physical impairment, all of which injuries are permanent and they have been and will be kept from attending to their ordinary affairs and duties, and have lost and will in the future lose great gains which they otherwise would have made and acquired, and they have become liable for large sums of money for medical and hospital care and attention, and have suffered great losses to their personal property and possessions.

28. The Plaintiff, TIFFANY SEQUEIDA, a minor, further states that she was obligated to expend large sums of money, and will in the future expend large sums of money for doctor bills for physical treatment and psychological treatment in endeavoring to be cured of the injuries caused by the said occurrence, and further that the Plaintiff's father, VICTOR SEQUEIDA, has assigned, transferred, and relinquished his rights to recover monies expended and incurred and to be expended and incurred for medical, hospital and physical services as a result of said occurrence, and she has assigned, transferred and relinquished her right to recover

for earnings and wages during the minority of the minor, whereby said parent of said minor hereby assigns, transfers, and relinquishes his rights as aforesaid to the minor Plaintiff.

WHEREFORE, the Plaintiffs, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, asks judgment against the Defendants, KATHLEEN BECK and JAMES BECK, and each of them, jointly and severally, in a sum in excess of FIFTY THOUSAND (\$50,000) DOLLARS plus the costs of this suit.

COUNT IX – WRONGFUL DEATH

NOW COMES, the Plaintiffs, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, by and through her attorneys, SERPICO, PETROSINO, DI PIERO & O'SHEA, LTD. and complaining of the Defendant, CROWN BOILER CO, LLC, a foreign Limited Liability Company alleges and says:

1. That, on and prior to the 13th day of January, 2025, CROWN BOILER CO, LLC (hereinafter referred to as "CROWN") was a foreign limited liability company doing business in the State of Illinois.

2. That prior to January 13, 2025, the Defendant, CROWN designed, manufactured, assembled and distributed into the stream of commerce, a Crown Boiler Series 32 Gas-fired Natural Draft Steam or Water Boiler designed for use in commercial heating applications as a central heating unit.

3. That at some time prior to January 13, 2025, Defendant, CROWN manufactured, assembled, distributed and sold a Crown Boiler Series 32 Draft Steam or Water Boiler ("BOILER") for the purpose of heating a three flat building located at 3024 W. Gunnison, Chicago, Cook County, Illinois.

4. That at all times relevant to this cause of action, the Plaintiff and her family were residents of the third story apartment of the aforesaid three flat and had no involvement in the installation, operation, management, maintenance, or control of the aforesaid Crown Boiler, which was located in the basement of the aforementioned three flat building.

5. That on or about January 13, 2025, and for some time prior thereto, the Boiler that was installed in the aforesaid premises was oversized for the premises in which it was to be installed.

6. That a proper sized Boiler installed in the aforesaid Premises would have had an air pressure switch, or similar device designed to shut off the boiler in the event of incomplete combustion causing carbon monoxide to be emitted inside the building.

7. That on or about January 13, 2025, the Boiler emitted dangerous and noxious carbon monoxide into the building and continued to do so without warning or shutting down causing a dangerous environment for the tenants of the building, including the Plaintiff's Decedent.

8. That at all times relevant herein the Defendant, CROWN, had a duty to design, manufacture, assemble, install, distribute, and sell the aforesaid Boiler in a reasonably safe operating condition and in a condition that was not unreasonably dangerous for its intended use.

9. That notwithstanding its aforesaid duties, the Defendant, CROWN, was then and there guilty of one or more of the following wrongful acts and/or omissions.

- a. Carelessly, negligently, and improperly designed, manufactured, assembled, distributed installed and sold a Series 32 Boiler without equipping said Boiler with an air pressure switch, or other similar safety device designed to shut off the boiler in the event of incomplete combustion caused by a partial or complete obstruction of the flue or other ventilation equipment producing carbon monoxide which was vented inside the building.
- b. Carelessly, negligently, and improperly designed, manufactured, assembled, distributed, installed and sold a Series 32 Boiler which was

oversized for the building in which it was intended to be used and failed to equip said Boiler with an air pressure switch or other similar safety device designed to shut off the Boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment of the boiler.

- c. Carelessly, negligently and improperly designed, manufactured, assembled, distributed, installed and sold a Series 32 Boiler without an air pressure switch or similar device despite the fact that said air pressure switches were readily available at the time and economically feasible to install when weighed against the foreseeable harm to person residing therein without said switches or similar safety devices.
- d. Carelessly, negligently and improperly failed to warn the Purchaser of the inherent danger of said Boiler which was not equipped with an air pressure or similar safety device designed to shut off the Boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment appurtenant to the boiler, despite the fact that other Boilers produced by Crown and other manufacturers at that time were so equipped and the foreseeable harm of said Boiler without the inclusion of said safety devices.
- e. Carelessly, negligently and improperly failed to properly instruct the Purchaser that the Series 32 Boiler that it designed, manufactured, assembled, distributed, installed and sold was not equipped with an air pressure or similar safety device designed to shut down the boiler in the event of a partial or complete obstruction of the flue or provide a warning that said blockage could cause death or serious injury from incomplete combustion producing carbon monoxide vented into the building, although such devices were readily available and economically feasible to include on said Boiler.
- f. Carelessly and negligently designed, manufactured assembled, distributed, and installed a Crown Series 32 which was designed for use in commercial heating applications in a residential three flat which was not equipped with an air pressure or other similar safety device designed to shut down the boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment of the boiler or to provide adequate warning or instructions relating to proper burning, ventilation and the dangers of flue gasses improperly venting.

10. That, as a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of Defendant, CROWN, Plaintiff's Decedent, JAYRINNE SEQEIDA was then and there injured and overcome by carbon monoxide causing her to become sick and disabled resulting in her death on January 13, 2025.

11. That this action is brought pursuant to 740 ILCS 180/1 *et seq* commonly known as the Illinois Wrongful Death Act.

12. That the Decedent, JAYRINNE SEQUEIDA, left surviving her next of kin consisting of their mother, ZOILA SAQUIMUX, her father, VICTOR SEQUEIDA and her sister, TIFFANY SEQUEIDA.

13. That, by reason of the wrongful death of the Decedent, JAYRINNE SEQUEIDA said surviving next of kin and other family members have been deprived of valuable services which the Decedent was accustomed to performing for them and would have continued to so perform but for the death and that said surviving next of kin and other family members have been deprived of future large sums of money and future valuable services which the Decedent would have rendered in the future but for their wrongful death and further, that said next of kin and other family members have experienced profound sorrow and grief and have been deprived of the affection, society, companionship and guidance of the Decedent, all to their great detriment and to the detriment of the Plaintiff, as Special Administrator for the Estate of the Decedent.

14. The Plaintiff, ZOILA SAQUIMUX, has been named the Special Administrator of the Estate of JAYRINNE SEQUEIDA by order of the Circuit Court of Cook County, Illinois on September 17, 2025, a copy of which is attached hereto as Exhibit "A".

WHEREFORE, Plaintiff, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, demands judgment against Defendant, CROWN BOILER CO, LLC, a foreign limited liability company in an amount in excess of Fifty Thousand Dollars (\$50,000.00) plus costs of this suit.

COUNT X - NEGLIGENCE

NOW COMES, the Plaintiff, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, by and through their attorneys, SERPICO, PETROSINO, DIPIERO & O'SHEA, LTD. and complaining of the Defendant, CROWN BOILER CO, LLC, a foreign limited liability company alleges and says:

1-9. Plaintiffs adopt and reallege paragraphs 1 through 9 of Count IX as paragraphs 1 through 9 of this Count as though fully set forth herein.

10. As a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendant, the Plaintiffs were then and there injured, both externally and internally, and suffered a severe shock to their nervous system and bruises and contusions and lacerations to their body, and became and were sick and disabled and will in the future suffer great pain and discomfort and physical impairment, all of which injuries are permanent and they have been and will be kept from attending to their ordinary affairs and duties, and have lost and will in the future lose great gains which they otherwise would have made and acquired, and they have become liable for large sums of money for medical and hospital care and attention, and have suffered great losses to their personal property and possessions.

11. The Plaintiff, TIFFANY SEQUEIDA, a minor, further states that she was obligated to expend large sums of money, and will in the future expend large sums of money for doctor bills for physical treatment and psychological treatment in endeavoring to be cured of the injuries caused by the said occurrence, and further that the Plaintiff's father, VICTOR SEQUEIDA, has assigned, transferred, and relinquished his rights to recover monies expended and incurred and to be expended and incurred for medical, hospital and physical services as a result of said occurrence, and she has assigned, transferred and relinquished her right to recover

for earnings and wages during the minority of the minor, whereby said parent of said minor hereby assigns, transfers, and relinquishes his rights as aforesaid to the minor Plaintiff.

WHEREFORE, the Plaintiffs, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, and each of them asks judgment against the Defendant, CROWN BOILER CO, LLC, a foreign limited liability company in a sum in excess of FIFTY THOUSAND (\$50,000) DOLLARS plus the costs of this suit.

COUNT XI – WRONGFUL DEATH

NOW COMES, the Plaintiffs, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, by and through her attorneys, SERPICO, PETROSINO, DI PIERO & O'SHEA, LTD. and complaining of the Defendant, VELOCITY BOILER WORKS, LLC, a foreign Limited Liability Company alleges and says:

1. That, on and prior to the 13th day of January, 2025, VELOCITY BOILER WORKS, LLC, (hereinafter referred to as "VELOCITY") was a foreign limited liability company doing business in the State of Illinois.

2 That prior to January 13, 2025, the Defendant, VELOCITY designed, manufactured, assembled and distributed into the stream of commerce, a Crown Boiler Series 32 Gas-fired Natural Draft Steam or Water Boiler designed for use in commercial heating applications as a central heating unit.

3 That at some time prior to January 13, 2025, Defendant, VELOCITY manufactured, assembled, distributed and sold a Crown Boiler Series 32 Draft Steam or Water Boiler ("BOILER") for the purpose of heating a three flat building located at 3024 W. Gunnison, Chicago, Cook County, Illinois.

4. That at all times relevant to this cause of action, the Plaintiff and her family were residents of the third story apartment of the aforesaid three flat and had no involvement in the installation, operation, management, maintenance, or control of the aforesaid Crown Boiler, which was located in the basement of the aforementioned three flat building.

5. That on or about January 13, 2025, and for some time prior thereto, the Boiler that was installed in the aforesaid premises was oversized for the premises in which it was to be installed.

6. That a proper sized Boiler installed in the aforesaid Premises would have had an air pressure switch, or similar device designed to shut off the boiler in the event of incomplete combustion causing carbon monoxide to be emitted inside the building.

7. That on or about January 13, 2025, the Boiler emitted dangerous and noxious carbon monoxide into the building and continued to do so without warning or shutting down causing a dangerous environment for the tenants of the building, including the Plaintiff's Decedent.

8. That at all times relevant herein the Defendant, VELOCITY, had a duty to design, manufacture, assemble, install, distribute, and sell the aforesaid Boiler in a reasonably safe operating condition and in a condition that was not unreasonably dangerous for its intended use.

9. That notwithstanding its aforesaid duties, the Defendant, VELOCITY, was then and there guilty of one or more of the following wrongful acts and/or omissions.

- a. Carelessly, negligently, and improperly designed, manufactured, assembled, distributed installed and sold a Series 32 Boiler without equipping said Boiler with an air pressure switch, or other similar safety device designed to shut off the boiler in the event of incomplete combustion caused by a partial or complete obstruction of the flue or other ventilation equipment producing carbon monoxide which was vented inside the building.
- b. Carelessly, negligently, and improperly designed, manufactured, assembled, distributed, installed and sold a Series 32 Boiler which was

oversized for the building in which it was intended to be used and failed to equip said Boiler with an air pressure switch or other similar safety device designed to shut off the Boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment of the boiler.

- c. Carelessly, negligently and improperly designed, manufactured, assembled, distributed, installed and sold a Series 32 Boiler without an air pressure switch or similar device despite the fact that said air pressure switches were readily available at the time and economically feasible to install when weighed against the foreseeable harm to person residing therein without said switches or similar safety devices.
- d. Carelessly, negligently and improperly failed to warn the Purchaser of the inherent danger of said Boiler which was not equipped with an air pressure or similar safety device designed to shut off the Boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment appurtenant to the boiler, despite the fact that other Boilers produced by Crown and other manufacturers at that time were so equipped and the foreseeable harm of said Boiler without the inclusion of said safety devices.
- e. Carelessly, negligently and improperly failed to properly instruct the Purchaser that the Series 32 Boiler that it designed, manufactured, assembled, distributed, installed and sold was not equipped with an air pressure or similar safety device designed to shut down the boiler in the event of a partial or complete obstruction of the flue or provide a warning that said blockage could cause death or serious injury from incomplete combustion producing carbon monoxide vented into the building, although such devices were readily available and economically feasible to include on said Boiler.
- f. Carelessly and negligently designed, manufactured assembled, distributed, and installed a Crown Series 32 which was designed for use in commercial heating applications in a residential three flat which was not equipped with an air pressure or other similar safety device designed to shut down the boiler in the event of a partial or complete obstruction of the flue or other ventilation equipment of the boiler or to provide adequate warning or instructions relating to proper burning, ventilation and the dangers of flue gasses improperly venting.

10. That, as a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendant VELOCITY, Plaintiff's Decedent, JAYRINNE SEQEIDA was then and there injured and overcome by carbon monoxide causing her to become sick and disabled resulting in her death on January 13, 2025.

11. That this action is brought pursuant to 740 ILCS 180/1 *et seq* commonly known as the Illinois Wrongful Death Act.

12. That the Decedent, JAYRINNE SEQUEIDA, left surviving her next of kin consisting of her mother, ZOILA SAQUIMUX, her father, VICTOR SEQUEIDA and her sister, TIFFANY SEQUEIDA.

13. That, by reason of the wrongful death of the Decedent, JAYRINNE SEQUEIDA said surviving next of kin and other family members have been deprived of valuable services which the Decedent was accustomed to performing for them and would have continued to so perform but for the death and that said surviving next of kin and other family members have been deprived of future large sums of money and future valuable services which the Decedent would have rendered in the future but for their wrongful death and further, that said next of kin and other family members have experienced profound sorrow and grief and have been deprived of the affection, society, companionship and guidance of the Decedent, all to their great detriment and to the detriment of the Plaintiff, as Special Administrator for the Estate of the Decedent.

14. The Plaintiff, ZOILA SAQUIMUX, has been named the Special Administrator of the Estate of JAYRINNE SEQUEIDA by order of the Circuit Court of Cook County, Illinois on September 17, 2025, a copy of which is attached hereto as Exhibit "A".

WHEREFORE, Plaintiff, ZOILA SAQUIMUX, as Special Administrator of the Estate of JAYRINNE SEQUEIDA, Deceased, demands judgment against Defendant, VELOCITY BOILER WORKS, LLC, a foreign limited liability company and each of them jointly and severally, in an amount in excess of Fifty Thousand Dollars (\$50,000.00) plus costs of this suit.

COUNT XII - NEGLIGENCE

NOW COMES, the Plaintiff, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, by and through their attorneys, SERPICO, PETROSINO, DIPIERO & O'SHEA, LTD. and complaining of the Defendant, VELOCITY BOILER WORKS, LLC, a foreign limited liability company alleges and says:

1-9. Plaintiffs adopt and reallege paragraphs 1 through 9 of Count XI as paragraphs 1 through 9 of this Count as though fully set forth herein.

10. As a direct and proximate result of one or more of the aforesaid wrongful acts and/or omissions of the Defendant, the Plaintiffs were then and there injured, both externally and internally, and suffered a severe shock to their nervous system and bruises and contusions and lacerations to their body, and became and were sick and disabled and will in the future suffer great pain and discomfort and physical impairment, all of which injuries are permanent and they have been and will be kept from attending to their ordinary affairs and duties, and have lost and will in the future lose great gains which they otherwise would have made and acquired, and they have become liable for large sums of money for medical and hospital care and attention, and have suffered great losses to their personal property and possessions.

11. The Plaintiff, TIFFANY SEQUEIDA, a minor, further states that she was obligated to expend large sums of money, and will in the future expend large sums of money for doctor bills for physical treatment and psychological treatment in endeavoring to be cured of the injuries caused by the said occurrence, and further that the Plaintiff's father, VICTOR SEQUEIDA, has assigned, transferred, and relinquished his rights to recover monies expended and incurred and to be expended and incurred for medical, hospital and physical services as a result of said occurrence, and she has assigned, transferred and relinquished her right to recover

for earnings and wages during the minority of the minor, whereby said parent of said minor hereby assigns, transfers, and relinquishes his rights as aforesaid to the minor Plaintiff.

WHEREFORE, the Plaintiffs, ZOILA SAQUIMUX, individually and as mother and next friend of TIFFANY SEQUEIDA, a minor, and VICTOR SEQUEIDA, and each of them asks judgment against the Defendant, VELOCITY BOILER WORKS, LLC, a foreign limited liability company, in a sum in excess of FIFTY THOUSAND (\$50,000) DOLLARS plus the costs of this suit.

Respectfully submitted:

SERPICO, PETROSINO, DI PIERO & O'SHEA, LTD.

/s/ Vincent Petrosino

By: _____
Vincent Petrosino

Vincent Petrosino
SERPICO, PETROSINO, DI PIERO & O'SHEA, LTD.
218 N. Jefferson Str/Suite 101
Chicago, IL. 60661
Phone: (312) 207-0000
Atty No.: 57541
Email: petro@snnlaw.com

CERTIFICATION

Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the undersigned,
VINCENT PETROSINO, certifies that I have reviewed the facts of this matter and believe the
Plaintiffs' claims exceeds Fifty Thousand (\$50,000) Dollars.

/s/ Vincent Petrosino
By: _____
VINCENT PETROSINO

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