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**PAVAN PARIKH  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 1718493**

**ANDREW MCGOVERN**

**A 2505365**

**vs.**

**STETSON SQUARE  
CONDOMINIUM UNIT  
OWNERS ASSOCIATION**

**FILING TYPE: INITIAL FILING (IN COUNTY) WITH JURY  
DEMAND**

**PAGES FILED: 16**

**IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO**

**ANDREW MCGOVERN**

231 Oak Street

Apt. 305

Cincinnati, OH 41219

***Plaintiff***

v.

**STETSON SQUARE CONDOMINIUM  
UNIT OWNERS ASSOCIATION, INC.**

315 S. Monument Avenue

Hamilton, OH 45011

And

**ECLIPSE COMMUNITY  
MANAGEMENT, LLC**

6545 Market Ave. North, Ste 100

North Canton, OH 44721

And

**HEZEKIEL ESKENDER**

1412 Miami Lake Drive

Loveland, OH 45140

And

**SABA ATNAFE ESKENDER**

1412 Miami Lake Drive

Loveland, OH 45140

And

**JOHN DOES NO. 1-10**

As employees, agents, independent contractors,  
companies, partnerships, and/or entities who  
were responsible for the maintenance and/or  
repair of the balcony referenced herein

***Defendants***

Case No.:

Judge:

**COMPLAINT**

*(Jury Demand Endorsement)*

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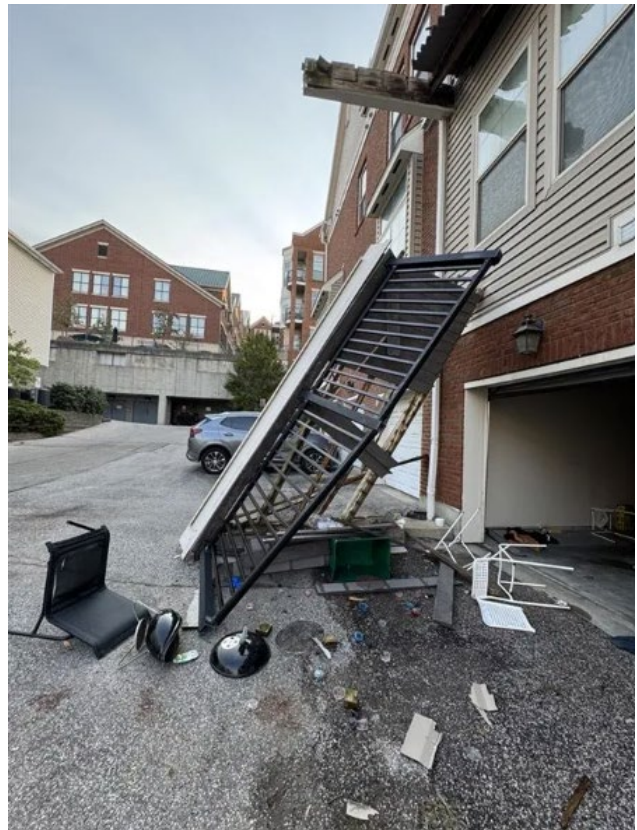
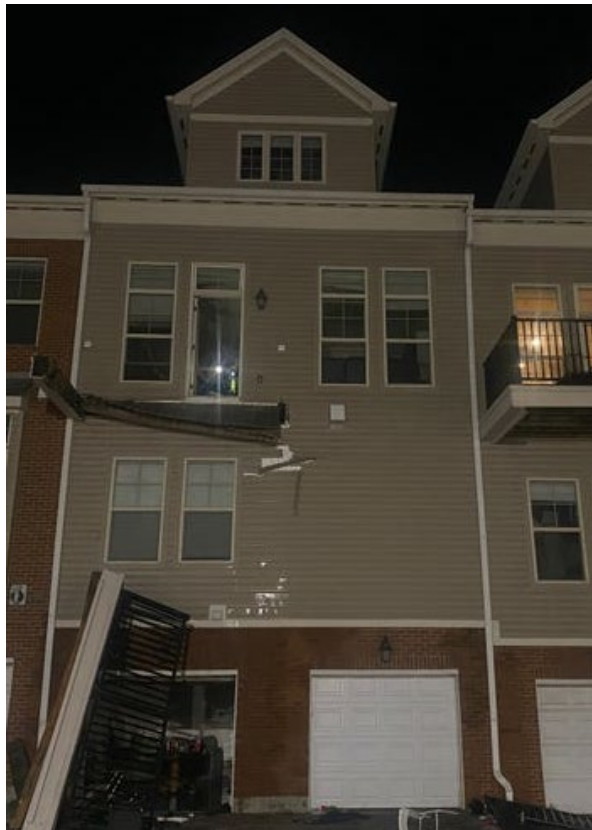
*Counsel for Plaintiff*

**NOW COMES** Plaintiff, by and through undersigned counsel, and hereby files his Complaint for damages against Defendants, Stetson Square Condominium Unit Owners Association, Inc., Eclipse Community Management, LLC, Hezekiel Eskender, Saba Atnafe Eskender, and John Does No. 1-10 (collectively “Defendants”), and states as follows:

**PRELIMINARY STATEMENT**

1. On the evening of October 17, 2025, Plaintiff, Andrew McGovern (“Plaintiff”), a medical student at the University of Cincinnati, was at a gathering being held by a fellow student at the student’s condominium at 242 Stetson Street, #242, in Cincinnati (“the Condominium”).

2. What was meant to be a happy event to celebrate the completion of an examination quickly turned disastrous as the Condominium’s balcony suffered a catastrophic structural failure and collapsed while Plaintiff and several other students were gathered on it.



3. As a result of the collapse, Plaintiff and the other students fell twenty feet to the driveway below, landing on the asphalt and suffering horrific injuries.

4. While the full investigation into this tragedy is in its early states and is ongoing, early reports have indicated that one of the balcony's main support beams failed, triggering the collapse.

5. As a result of this collapse, Plaintiff suffered severe and permanent injuries, which have already required significant treatment and surgical intervention.

6. Plaintiff brings this Complaint against Defendants for negligence.

### **THE PARTIES**

7. Plaintiff, Andrew McGovern, is an adult individual and a citizen of the State of Ohio, residing at the above-captioned address.

8. Defendant, Stetson Square Condominium Unit Owners Association, Inc. (hereinafter referred to as "Stetson") is a corporation or other business entity organized and existing under the laws of the state of Ohio with an agent for service of process located at the above-captioned address.

9. At all times relevant hereto, Defendant, Stetson, purposely established significant contacts in Ohio, has carried out, and continues to carry out, substantial, continuous, and systematic activities and business in the state of Ohio and has regularly conducted business in Hamilton County, Ohio.

10. At all times relevant hereto, Defendant, Stetson, was acting by and through its employees, servants, and actual, apparent, and/or ostensible agents, acting within the course and scope of their employment, service, and/or agency.

11. Defendant, Eclipse Community Management, LLC (hereinafter referred to as “Eclipse”) is a limited liability partnership or other business entity organized and existing under the laws of the state of Ohio with an agent for service of process located at the above-captioned address.

12. At all times relevant hereto, Defendant, Eclipse, purposely established significant contacts in Ohio, has carried out, and continues to carry out, substantial, continuous, and systematic activities and business in the state of Ohio and has regularly conducted business in Hamilton County, Ohio.

13. At all times relevant hereto, Defendant, Eclipse, was acting by and through its employees, servants, and actual, apparent, and/or ostensible agents, acting within the course and scope of their employment, service, and/or agency.

14. Defendant, Hezekiel Eskender, is an adult individual and a citizen of the state of Ohio, residing at the above-captioned address.

15. Defendant, Saba Atnafe Eskender, is an adult individual and a citizen of the state of Ohio, residing at the above-captioned address.

16. Defendants, Hezekiel Eskender and Saba Atnafe Eskender, are hereinafter collectively referred to as “the Eskenders”.

17. At all times relevant hereto, Defendants, the Eskenders, were husband and wife.

18. At all times relevant hereto, Defendants, the Eskenders, were the owners and lessors of the Condominium located at 242 Stetson Street #242, Cincinnati, OH 45219.

19. At all times relevant herein, Defendant(s) John Does No. 1-10 (name and addresses unknown) (hereinafter referred to as “the John Doe Defendants”) was/were employees, agents, independent contractors, companies, partnerships, entities and/or other individuals who controlled

and/or otherwise had a duty to maintain and/or repair the balcony located at the Condominium in a reasonably safe condition, free of substantial defects, wherein the incident which forms the basis of this Complaint occurred, and whose identities are unknown despite the exercise of reasonable due diligence.

20. At all relevant times hereto, Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants (hereinafter collectively referred to as “Defendants”), owned, controlled, operated, managed, possessed and maintained the Condominium at issue, including its balcony.

### **JURISDICTION AND VENUE**

21. This Court has jurisdiction to hear this matter pursuant to Ohio Rev. Code § 2305.01.

22. This Court is the proper venue for this action, pursuant to Ohio R. Civ. P. 3(C), as Defendants conducted activity within Hamilton County, Ohio that gave rise to Plaintiff’s claims, Plaintiff’s claims for relief arose in Hamilton County, and Plaintiff resides in Hamilton County, Ohio.

23. Pursuant to Ohio R. Civ. P. 8, Plaintiff states that the amount in controversy exceeds \$25,000.

### **THE OCTOBER 17, 2025 BALCONY COLLAPSE**

24. On or about October 17, 2025, Plaintiff was an invitee at the Condominium along with other guests.

25. On or about October 17, 2025, the lessee of the Condominium granted Plaintiff and other guests permission to use the Condominium’s balcony.

26. On or about October 17, 2025, while on the balcony, Plaintiff was caused to fall approximately twenty (20) feet to the asphalt below when the balcony suffered a catastrophic structural failure and collapsed.

27. At all times material hereto, which includes on or about October 17, 2025, Defendants had a duty to ensure a safe and habitable premises at 242 Stetson Street #242, Cincinnati, OH 45219.

28. At all times material hereto, which includes on or about October 17, 2025, Defendants were responsible for notifying residents, invitees, visitors, lessees and/or other individuals lawfully at the Condominium, of the existence of hazardous and/or dangerous conditions that could cause harm and/or injury.

29. At all times material hereto, which includes on or about October 17, 2025, Defendants were responsible for inspecting, preventing, remedying, removing, warning of and/or repairing dangerous and/or hazardous conditions associated with the Condominium, including the subject balcony.

30. Prior to October 17, 2025, Defendants were aware and/or should have been aware that dangerous and/or hazardous conditions, including the subject balcony, were existent at the Condominium and location where Plaintiff was injured.

31. On or prior to October 17, 2025, Defendants created dangerous and/or hazardous conditions at the Condominium and location where Plaintiff was injured.

32. The dangerous and/or defective condition of the Condominium, which was the proximate cause of Plaintiff's injuries, existed for such a period of time so as to place Defendants on notice of the dangerous and/or defective condition, including the subject balcony, where Plaintiff was injured.

33. As a result of this preventable and terrifying incident, Plaintiff suffered multiple serious, permanent and life-altering injuries, the full extent of which are not yet known.

34. As a direct and proximate result of the carelessness, negligence, gross negligence, recklessness and other liability-producing conduct of Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, Plaintiff, Andrew McGovern, suffered serious, severe, disabling, permanent and catastrophic injuries including, but not limited to, a severe left ankle fracture requiring surgery and hardware; a Grade III splenic laceration; other orthopedic injuries, mental and emotional pain and suffering; chronic physical pain, suffering and loss of life's pleasures, past, present and future; loss of earnings and wages and loss of earnings capacity, past, present and future; hospital, medical and rehabilitation expenses past, present and future, including medical equipment, supplies and other medical care and treatment; other psychological, psychiatric, and neurological injuries, the full extent of which are yet to be determined and some or all of which may be permanent in nature.

- (a) As a direct and proximate result of the conduct of Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, Plaintiff has in the past required, continues to require, and may in the future require, medical treatment and care, and has in the past, continues presently, and may in the future incur the cost of medicines, medical care, hospitalizations, treatment, future operations, testing, and rehabilitation and attempt to alleviate and/or cure Plaintiff's condition.
- (b) As a direct and proximate result of the conduct of Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, Plaintiff has in the past, and continues to suffer pain, disfigurement, scarring, loss of independence, mental anguish, humiliation, embarrassment, fear, loss of well-being, inability to enjoy the normal pleasures of life, and restrictions on Plaintiff's ability to engage in normal activities and pleasures of life, and other intangible losses.
- (c) As a direct and proximate result of the conduct of the Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, Plaintiff has been prevented and will be prevented in the future from performing Plaintiff's usual duties, activities, occupations and avocations and has suffered a loss of earnings and a loss of earning capacity.



35. Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, are jointly and severally liable for Plaintiff's injuries and damages alleged herein.

**FIRST CAUSE OF ACTION – NEGLIGENCE**  
**ANDREW MCGOVERN V. ALL DEFENDANTS**

36. Plaintiff incorporates herein, by reference all of the preceding paragraphs of this Complaint.

37. At all relevant times, Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, owned, operated, managed, controlled and/or maintained the Condominium and had a duty to inspect and to maintain the Condominium in a safe, habitable and code-compliant manner for the safety of all tenants and visitors.

38. At all relevant times, Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, had a duty to maintain the balcony attached to the Condominium.

39. At all relevant times, the balcony was negligently maintained and/or not maintained at all, causing the balcony to become dangerous, defective, hazardous and to constitute an unsafe condition of property that posed a foreseeable and hazardous risk to tenants and visitors, such as Plaintiff.

40. Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, knew or should have known, through proper inspection, maintenance, and/or sound property management, about the hazardous condition of the balcony existing at the Condominium, which Defendants allowed to exist for a significant period of time prior to Plaintiff's accident.

41. At all relevant times Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, knew or should have known that the balcony that was accessible from the Condominium was improperly attached, structurally unstable, and posed a foreseeable hazard to tenants and visitors.

42. At all relevant times, Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, had a duty to safeguard tenants and visitors from the hazardous, unsafe condition of the structurally deficient balcony.

43. At all relevant times, Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, individually, jointly and/or severally maintained certain duties, responsibilities and obligations for the Condominium, including keeping said premises free from hazards, maintaining said premises, warning tenants and visitors about safety hazards and ensuring that said premises conformed to all applicable property codes, fire codes, building codes, safety rules and regulations, and industry standards.

44. The injuries, damages and losses suffered by Plaintiff, Andrew McGovern, as more fully set forth above, were caused by the negligence, gross negligence, carelessness, recklessness and willful and wanton misconduct of Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, jointly and severally, acting by and through their agents, servants, workers and/or employees, both generally and in numerous respects, including but not limited to the following:

- a) Failing to maintain a reasonably safe premises;
- b) Failing to properly inspect, operate, manage, maintain, repair, plan, coordinate, supervise, and control the Condominium;
- c) Failing to adequately inspect or require that others under their control inspect the Condominium thoroughly and regularly to identify and remedy dangerous and hazardous conditions;
- d) Allowing a dangerous condition to exist on said premises and failing to rectify the same;
- e) Failing to inspect the Condominium for hazardous conditions;
- f) Failing to inspect the balcony for hazardous conditions;
- g) Failing to provide a balcony that could withstand minimal load requirements;

- h) Permitting a dangerous condition to exist on or about the Condominium where the Defendants knew or should have known that persons would be subject to sustaining injury;
- i) Creating a dangerous and/or hazardous condition in the area where Plaintiff was injured;
- j) Failing to notify persons like Plaintiff of the existence of hazardous and/or dangerous conditions;
- k) Failing to inspect, maintain, and/or repair the area of the aforementioned accident in a reasonable, adequate and prudent manner;
- l) Failing to cover, prevent and/or restrict access to the dangerous condition of the balcony in the area of the aforementioned accident in a reasonable, adequate and prudent manner;
- m) Failing to issue adequate warnings, verbal, written, actual and/or constructive, to persons who would likely encounter the dangerous condition that existed on the Defendants' premises in and about the area of the aforementioned accident;
- n) Hiring incompetent, unqualified and/or untrained persons, agents, contractors, servants and/or employees to inspect and/or maintain the area where Plaintiff was injured;
- o) Failing to maintain the balcony in good, working order;
- p) Failing to maintain the Condominium to prevent the dangerous condition at the Condominium;
- q) Failing to keep the Condominium, including its balcony, in a safe condition for persons, such as Plaintiff;
- r) Failing to ensure that the balcony remained properly anchored to the structure;
- s) Failing to keep a property free of hazards and defects;
- t) Failing to keep the balcony in good and sound condition;
- u) Failing to exercise due care under the circumstances for the safety of tenants and visitors at the Condominium;

- v) Exposing Plaintiff to unreasonable danger by failing to adopt, enact, employ and enforce proper and adequate maintenance programs, precautions, procedures, training, supervision, measures and plans;
- w) Exposing Plaintiff to unreasonable danger by failing to adopt, enact, employ or enforce proper and adequate inspection programs, procedures, training, supervision measures and plans;
- x) Performing and furnishing operation, management and maintenance services for the Condominium in a wholly inadequate, unsafe and negligent manner;
- y) Failing to properly supervise the work of all maintenance and/or inspection personnel, property managers, contractors, employees, agents and others engaged in the operation, management and maintenance of the Condominium;
- z) Failing to develop, implement and coordinate a comprehensive safety inspection and maintenance program for the Condominium;
- aa) Failing to provide for and/or perform timely inspections of the Condominium as necessary to assure a premises free of hazards;
- bb) Failing to provide for and/or perform regular maintenance of the property to assure a premises free of hazards;
- cc) Failing to effectively communicate about and post adequate warnings about hazardous conditions of the Condominium;
- dd) Failing to ensure that the balcony and all of its structural elements were properly repaired, maintained, attached and supported as necessary for their intended and foreseeable uses;
- ee) Failing to warn tenants and visitors, such as Plaintiff, of known hazards and or lack of maintenance;
- ff) Failing to eliminate the hazards or warn Plaintiff about such hazards when Defendants expected or should have expected that Plaintiff would not discover or realize the danger of structural instability;
- gg) Violating and failing to comply with all state statutes, local ordinances, and all other rules, enactments or regulations applicable, or in effect, be they administrative, industry-wide or otherwise, pertaining to the maintenance and inspection of the Condominium and its balcony, including but not limited to applicable regulations from the International Building Code, the Ohio Code, the Cincinnati Building Code, and ANSI;

- hh) Failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the construction of the Condo and its balcony, comply with all state statutes, local ordinances, and all other rules, enactments or regulations applicable, or in effect, be they administrative, industry-wide or otherwise, pertaining to the maintenance and inspection of the Condominium and its balcony, including but not limited to applicable regulations from the International Building Code, the Ohio Code, the Cincinnati Building Code, and ANSI;
- ii) Failing to hire competent employees, safety inspectors, contractors, subcontractors, advisors, managers, equipment providers, material suppliers and others to ensure the Condominium and its balcony were constructed, inspected, and maintained in a safe and compliant manner;
- jj) Failing to ensure that all contractors, subcontractors, material suppliers and others engaged in the construction of the Condominium and its balcony performed the construction, inspection, and maintenance in a safe and compliant manner; and
- kk) Failing to adopt, enact, employ and enforce proper and adequate safety procedures, measures and plans to rectify dangerous conditions existing on the Condominium and its balcony.

45. By reason of the carelessness, negligence, gross negligence, recklessness, willful and wanton misconduct, and other liability producing behavior of the Defendants, Stetson, Eclipse, the Eskenders, and the John Doe Defendants, as aforesaid, Plaintiff, Andrew McGovern has sustained serious and permanently disabling injuries more fully set forth above and incorporated by reference as though fully set forth herein.

46. Plaintiff, Andrew McGovern, in no way contributed to his injuries by any act or omission.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, Andrew McGovern, prays that judgment be entered against the Defendants, Stetson Square Condominium Unit Owners Association, Inc., Eclipse Community Management, LLC, Hezekiel Eskender, Saba Atnafe Eskender, and John Does No. 1-10, jointly and severally, for compensatory damages in an amount in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), including but not limited to:

- A. Compensatory and consequential damages against all Defendants in an amount to be determined by the Court in excess of the Court's jurisdictional amount;
- B. Punitive damages against all Defendants in an amount to be determined by the Court in excess of the Court's jurisdictional amount;
- C. Equitable relief, including, without limitation, prejudgment interest;
- D. Attorneys' fees and the costs of this action and other costs that may be associated with this action; and
- E. Any and all other relief that this Court deems equitable, just and proper.

Respectfully submitted,

/s/ Kenneth P. Abbarno

Kenneth P. Abbarno (0059791)

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/s/ Robert J. Mongeluzzi

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*Counsel for Plaintiff*

Dated: 10/31/25



**JURY DEMAND**

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

Respectfully submitted,

/s/ Kenneth P. Abbarno

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Dated: 10/31/25