

IN THE CIRCUIT COURT FOR WORCESTER COUNTY

RAYMOND KNUPP, INDIVIDUALLY *
AND AS PERSONAL *
REPRESENTATIVE *
OF THE ESTATE OF GAVIN ROSS *
KNUPP *
218 Morris Drive *
Salisbury, MD 21863 *

and *

TIFFANY KNUPP *
P.O. Box 3051 *
Ocean City, MD 21843 *

and *

SUMMER KNUPP *
P.O. Box 3051 *
Ocean City, MD 21843 *

Plaintiffs, *

v. *

TYLER ALLEN MAILLOUX *
9421 Lake View Drive *
Berlin, MD 21811 *

and *

KEARSTON LEE FREY *
9421 Lake View Drive *
Berlin, MD 21811 *

and *

RALPH JOHN DEANGELUS *
9421 Lake View Drive *
Berlin, MD 21811 *

*

Case No.:

JURY TRIAL DEMANDED

and *

MATT ORTT COMPANIES LLC *
10216 Willowbrook Drive *
Berlin, MD 21811 *

Serve on: *
Matthew Ortt, Resident Agent *
10216 Willowbrook Drive *
Berlin, MD 21811 *

and *

OCEAN PINES ASSOCIATION, INC. *
2700 Ocean Pines *
239 Ocean Parkway *
Berlin, MD 21811 *

Serve on: *
The Corporation Trust, Incorporated *
2405 York Road, Suite 201 *
Lutherville Timonium, MD 21093 *

Defendants.

* * * * *

COMPLAINT

Plaintiffs Raymond Knupp, individually and as personal representative of the estate of Gavin Ross Knupp, Tiffany Knupp, and Summer Knupp (hereinafter, collectively, “Plaintiffs”), by and through their attorneys, Neil Dubovsky, Jesse Mallon Lachman, and Dubo Law, LLC, bring suit against Defendants Tyler Allen Mailloux (hereinafter, “Defendant Mailloux”), Ralph John Deangelus (hereinafter, “Defendant Deangelus”), Kearston Lee Frey (hereinafter, “Defendant Frey”), Matt Ortt Companies LLC (hereinafter, “Defendant Matt Ortt Companies”), and Ocean Pines Association, Inc. (hereinafter, “Defendant Ocean Pines Association”) and state as follows:

INTRODUCTION AND FACTS

1. On or about July 11, 2022, at approximately 10:44 p.m., fourteen-year-old Gavin Ross Knupp (hereinafter “Gavin Knupp”) was a passenger in a motor vehicle that was being driven by his sixteen-year-old sister, Summer Rae Knupp (hereinafter, “Summer Knupp”). At that time, the parties were traveling on Maryland Route 707, also known as Grays Corner Road (hereinafter, “Grays Corner Road”).

2. Grays Corner Road is a two-lane highway that travels in an east/west direction. Grays Corner Road consists of one travel lane in each direction.

3. While in the area of 11401 Grays Corner Road, Berlin, MD 21811, Summer Knupp stopped the motor vehicle she was driving - a 2000 Toyota 4Runner - on the side of the road. When she stopped this motor vehicle at this location, its headlights were illuminated, it was facing westbound, and it was partially parked in the road and partially parked in the grass area on the shoulder.

4. Gavin Knupp was a passenger in the 2000 Toyota 4Runner and was seated in the left rear passenger seat, behind the driver. When the vehicle stopped in the area of 11401 Grays Corner Road, Berlin, MD 21811, Gavin Knupp exited the vehicle to inspect an open and obvious roadside memorial positioned immediately to the south edge of Grays Corner Road. The open and obvious roadside memorial included a large deer head mount with antlers, a plunger with another set of deer antlers and a flag attached to it, and a flower.

5. While Gavin Knupp was crossing the roadway back to Summer Knupp’s vehicle, he was struck by a black motor vehicle traveling east on Gray’s Corner Road which was later confirmed to be a 2011 Mercedes Benz C-S300 being driven by Defendant Mailloux.

6. Gavin Knupp was struck by the left driver's side corner of the vehicle being driven by Defendant Mailloux. Gavin Knupp was then propelled along the driver's side of the vehicle and was thrown approximately ninety-four feet.

7. Defendant Mailloux, after striking Gavin Knupp, made no attempts to stop and/or render aid to Gavin Knupp, failed to provide his insurance information to Gavin or Summer Knupp, never returned to the scene, and failed to report to emergency services that he had just struck a pedestrian.

8. Summer Knupp, who as noted was at the scene, heard neither a car horn nor the sound of any brakes being applied by Defendant Mailloux prior to the car striking Gavin Knupp. In addition, Summer Knupp did hear Gavin Knupp scream out immediately before he was struck.

9. Immediately following the collision, Summer Knupp was forced to call emergency services to alert them that a vehicle had just struck her brother. Emergency services instructed Summer Knupp how to perform CPR to attempt to save her brother's life. When emergency services responded to the location, they found Summer Knupp covered in her brother's blood and performing CPR on him.

10. Gavin Knupp was then transported to General Hospital in Berlin, MD, where he was pronounced deceased from injuries sustained as a result of being struck by the 2011 Mercedes Benz C-S300 driven by Defendant Mailloux.

11. After colliding with Gavin Knupp and having notice that he had just collided with a pedestrian, Defendant Mailloux drove the 2011 Mercedes Benz C-S300 to the residence he was then-currently residing at, 9421 Lake View Drive, Berlin, MD 21811.

12. 9421 Lake View Drive, Berlin, MD 21811 is a home that is owned by Defendant Deangelus, who is commonly referred to and known as Defendant Mailloux's stepfather.

13. At the time of the collision at issue, Defendant Deangelus was in a long-term relationship with Defendant Mailloux's biological mother, Defendant Frey, and Defendant Frey was also residing at 9421 Lake View Drive, Berlin, MD 21811.

14. At the time of the collision at issue, the 2011 Mercedes Benz C-S300 that was entrusted to and being driven by Defendant Mailloux was registered to Defendant Frey. Both Defendant Frey and Defendant Deangelus exercised dominion and control of this 2011 Mercedes Benz C-S300 before and after the death of Gavin Knupp.

15. Specifically, in addition to the fact that the vehicle was registered to Defendant Frey, upon information and belief, Defendant Frey and/or Defendant Deangelus, *inter alia*, (1) bought and supplied the vehicle to Defendant Mailloux, (2) paid for any maintenance on the vehicle, (3) paid for any tolls or other driving-related expenses for the vehicle, (4) housed the vehicle at their place of residence, which is where Defendant Mailloux resided as well, and (5) paid for insurance on the vehicle.

16. Moreover, both Defendants Deangelus and Frey had actual or constructive knowledge of Defendant Mailloux's driving history prior to July 11, 2022.

17. On November 5, 2019, Defendant Mailloux was cited by a law enforcement officer for traveling at a speed of seventy-one miles per hour in a clearly posted fifty-five mile per hour zone. On November 19, 2019, Defendant Mailloux entered a plea of "Pre-Pay Guilty." At the time, Defendant Mailloux and Defendant Frey were residing at Defendant Deangelus' 9421 Lake View Drive property and both Defendants Frey and Deangelus were either aware of or should have been aware of Defendant Mailloux's reckless driving.

18. On November 27, 2020, Defendant Mailloux was cited by a law enforcement officer for traveling at a speed of seventy miles per hour in a clearly posted fifty mile per hour zone.

On December 9, 2020, Defendant Mailloux entered a plea of “Pre-Pay Guilty.” At the time of this traffic infraction, Defendant Mailloux was driving the same 2011 Mercedes Benz C-S300 that was entrusted to him by Defendant Frey and Defendant Deangelus. At the time, Defendant Mailloux and Defendant Frey were residing at Defendant Deangelus’ 9421 Lake View Drive property and both Defendants Frey and Deangelus were either aware of or should have been aware of Defendant Mailloux’s reckless driving.

19. On June 26, 2021, Defendant Mailloux was involved in a traffic collision. Defendant Mailloux reported to law enforcement that he collided with a deer. At the time of this collision, Defendant Mailloux was driving the same 2011 Mercedes Benz C-S300 that was entrusted to him by Defendant Frey and Defendant Deangelus. Defendant Mailloux remained on scene to report this collision with a deer to law enforcement. At the time, the vehicle was registered to Defendant Frey and both Defendants Frey and Mailloux were residing at Defendant Deangelus’ 9421 Lake View Drive property. As a result of colliding with this deer, the vehicle sustained disabling damage and both Defendants Frey and Deangelus either were aware or should have been aware of this significant vehicle damage as a result of Defendant Mailloux’s traffic collision.

20. On March 25, 2022, Defendant Mailloux was cited by a law enforcement officer for failing to stop at a stop sign line. On March 31, 2022, Defendant Mailloux entered a plea of “Pre-Pay Guilty.” At the time of this traffic infraction, he was driving the same 2011 Mercedes Benz C-S300 that was entrusted to him by Defendant Frey and Defendant Deangelus. At the time, Defendant Mailloux and Defendant Frey were residing at Defendant Deangelus’ 9421 Lake View Drive property and both Defendants Frey and Deangelus were either aware or should have been aware of Defendant Mailloux’s reckless driving.

21. Immediately following the death of Gavin Knupp, Defendants Mailloux, Frey, and Deangelus hid the 2011 Mercedes Benz C-S300 in a small garage on the property located at 9421 Lake View Drive, Berlin, MD 21811. This vehicle remained in this garage until police officers executed a search and seizure warrant and recovered the vehicle on July 17, 2022.

22. Upon information and belief, prior to the collision at issue, Defendants Mailloux, Deangelus, and Frey, did not routinely park the 2011 Mercedes Benz C-S300 in the garage where police found it on July 17, 2022.

23. Upon information and belief, neighbors of the 9421 Lake View Drive, Berlin, MD 21811 home, maintain that no vehicles were routinely parked in the garage where investigators recovered the 2011 Mercedes Benz C-S300.

24. The 2011 Mercedes Benz C-S300 was parked in an irregular fashion in the garage. Photographs taken by police officers during the executed search and seizure warrant on the 9421 Lake View Drive, Berlin, MD 21811 address reveal that items such as lawn and exercise equipment appear to have been moved to accommodate parking/hiding the vehicle in the garage.

25. While parked in the 9421 Lake View Drive, Berlin, MD 21811 address' garage, the 2011 Mercedes Benz C-S300 displayed damage that would lead any reasonable person to understand that the vehicle was involved in a collision, specifically in a collision involving a pedestrian. The driver's side windshield of the vehicle was cracked, the driver's side mirror was damaged, the front bumper and right fender were damaged, the right headlamp was broken, there was an obvious shoe print on the front bumper/right fender area of the vehicle, and there was otherwise evidence to reflect that a human that was struck by the vehicle. Additionally, there was no evidence that anything other than a human was struck, such as a deer or other animal.

26. In addition, even if it was unknown on the evening of the collision at issue that the object Defendant Mailloux struck was a human, this would have been abundantly clear the following day. Knowing this, Defendants Mailloux, Deangelus, and Frey continued to obstruct the ongoing police investigation into the collision, by among other things, continuing to hide the vehicle in the aforementioned garage.

27. There was no lawful reason for Defendants Mailloux, Frey, and Deangelus to store and hide the 2011 Mercedes Benz C-S300 knowing that they were harboring a vehicle that was wanted in connection to a police investigation involving the death of a child.

28. Defendant Deangelus coached Defendant Mailloux on his actions following the collision. These actions were intentional and were taken to obstruct an ongoing police investigation into the killing of Gavin Knupp.

29. Defendant Mailloux, Deangelus, and Frey's hiding of the 2011 Mercedes Benz C-S300 in the home's garage was intentional and was done to protect Defendant Mailloux from his criminal actions.

30. Immediately prior to striking and killing Gavin Knupp, Defendant Mailloux had been working at the Ocean Pines Yacht Club located at 1 Mumfords Landing Road, Ocean Pines, Maryland 21811, where he was employed as a bartender.

31. Upon information and belief, on or about July 11, 2022, Ocean Pines Yacht Club was owned by Defendant Ocean Pines Association and managed by Defendant Matt Ortt Companies.

32. Upon information and belief, Defendant Mailloux, at the time of the collision, was traveling from the Ocean Pines Yacht Club to his home at 9421 Lake View Drive, Berlin, MD 21811.

33. Route 50, a major highway, runs parallel to Grays Corner Road where the collision occurred. Upon information and belief, Defendant Mailloux, on his way home from work,

intentionally used Grays Corner Road as a “cut through” in an attempt to get home as quickly as possible.

34. At the time of the collision, Ocean Pines Yacht Club’s food and beverage service was managed by Defendant Matt Ortt Companies. Also at the time of the collision, Defendant Frey was the General Manager of Ocean Pines Yacht Club and Defendant Deangelus was managing partner and Matt Ortt’s business partner at Matt Ortt Companies, LLC.

35. Upon information and belief, employees of the Ocean Pines Yacht Club, including Defendant Mailloux, were served alcohol, free of charge, at the location immediately before the collision at issue.

36. Upon information and belief, employees of the Ocean Pines Yacht Club consumed alcohol while employed at the facility, including consuming alcohol during post-shift “cleanings” and consuming “shot(s)” of hard liquor to celebrate the end of a “good day” at the business. This was apparently a regular occurrence and occurred with the knowledge and consent of the employers, owners and/or managers of the Ocean Pines Yacht Club.

37. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

38. Defendant Mailloux did not to speak to police following the collision because he knew that he had consumed alcohol prior to the collision and knew his normal coordination was potentially reduced as a result.

39. Upon information and belief, Defendant Mailloux's reduced coordination was caused in whole or in part by the alcohol he consumed that evening which caused or contributed to the accident which killed Gavin Knupp.

40. If Defendant Mailloux did not flee the scene of the collision and/or if he returned and remained with the police investigation as he was required to do by law, police would have been able to assess whether his normal coordination was affected by alcohol.

41. Under Maryland law, assuming law enforcement had reasonable grounds to believe Defendant Mailloux's normal coordination was affected by alcohol, Defendant Mailloux would have been required to submit to either a breath or blood test to confirm whether his normal coordination was affected by either alcohol and/or drugs.

42. Defendant Mailloux fled the scene of the collision and did not return to the scene because he was aware that he consumed alcohol prior to the collision and his normal coordination was potentially affected as a result, thereby causing and/or contributing to the cause of the accident.

43. Defendants Deangelus and Frey, individually and in their capacity as employees of Matt Ortt Companies, knew or should have known Defendant Mailloux consumed alcohol prior to the collision and his normal coordination was potentially affected as a result.

44. Upon information and belief, on July 22, 2022, Matt Ortt, co-founder of Matt Ortt Companies, held a staff meeting for Ocean Pines Yacht Club employees where he advised that Defendant Mailloux "was not hiding and was waiting for the police to come and Ralph [Defendant Deangelus] was not involved."

45. On or about July 26, 2022, Defendant Deangelus consented to an interview with a local news agency, Ocean Pines Progress. In this interview, Defendant Deangelus acknowledged that he was aware that a vehicle potentially involved in the hit and run collision that killed Gavin Knupp

was being stored on his property for a period of time. In the same interview, Defendant Deangelus acknowledged that he was the one who took charge and “facilitated” the notification of law enforcement through his attorney that he had information about a vehicle that may have been used in the hit and run collision at issue. He also specifically indicated that his attorney “made arrangements with law enforcement to deliver the car to the Maryland State Police Berlin barracks.”

46. On or about November 10, 2022, Matt Ortt terminated his partnership with Defendant Deangelus. In a press release, Matt Ortt wrote:

In the days following the devastating and sudden loss of Gavin Knupp, I made a terrible mistake by blindly and publicly advocating for my long-term business partner, Ralph DeAngelus. I issued a supportive written statement that was based solely on my trust in Mr. DeAngelus without contemplating the deep-seated pain my stance would cause. My actions were insensitive, inappropriate and showed very poor judgement. In hindsight, I should have waited until independently verified investigative facts were available before offering an opinion. I deeply apologize and regret my actions. I have always, and very firmly believed, that anyone who is directly involved in, or who has any information about the accident, should immediately come forward and communicate what they know to authorities. There is nothing more important than full disclosure and accountability.

Matt Ortt also then apparently terminated all business relationships he had with both Defendants Frey and Mailloux.

47. On or about February 25, 2025, in connection to the killing of Gavin Knupp, Defendant Mailloux pleaded guilty to leaving the scene of an accident which he knew or reasonably knew might result in death and where death did in fact occur.

48. On or about March 19, 2025, Defendant Mailloux was sentenced to ten (10) years with all but eighteen (18) months suspended. Defendant Mailloux is currently incarcerated serving this sentence.

49. At his sentencing hearing, both Defendant Mailloux and Defendant Frey made statements to the Court in mitigation. Defendant Deangelus did not make a statement despite it being understood that it was initially his intention to do so.

JURISDICTION AND VENUE

50. Gavin Ross Knupp was born on June 13, 2008.

51. Plaintiffs Raymond Knupp and Tiffany Knupp are the biological parents of Gavin Ross Knupp.

52. Plaintiff Summer Knupp is the biological sister of Gavin Ross Knupp.

53. Plaintiff Raymond Knupp is the personal representative of Decedent Gavin Ross Knupp's estate.

54. Plaintiffs Tiffany Knupp and Summer Knupp are residents of Worcester County, Maryland.

55. Plaintiff Raymond Knupp is a resident of Wicomico County, Maryland.

56. Defendants Mailloux, Deangelus, and Frey are residents of Worcester County, Maryland.

57. Defendant Matt Ortt Companies and Ocean Pines Association both have their principal place of business in Worcester County, Maryland.

58. The subject incident occurred in Worcester County, Maryland.

COUNT I – NEGLIGENCE **(Raymond Knupp, as Personal Representative of the Estate of Gavin Ross Knupp v. Defendant Mailloux)**

59. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

60. Defendant Mailloux had a duty to act reasonably and use due care while driving. Defendant Mailloux had a duty to pay attention to traffic, to maintain a proper lookout, to obey the laws and rules of the State of Maryland, to reduce speed to avoid a collision, and to control the vehicle to avoid a collision.

61. Defendant Mailloux breached these and other duties of due care by failing to pay proper attention to the roadway and the traffic, failing to maintain a proper lookout, failing to obey the laws and rules of the State of Maryland, failing to maintain proper speed for the conditions, failing to reduce his speed to avoid a collision, and failing to control the vehicle in order to avoid a collision.

62. As a direct and proximate result of the negligence of Defendant Mailloux, Gavin Knupp was struck and lost his life due to the injuries he sustained during the collision. Additionally, Gavin Knupp was not instantly killed as a result of the Defendant's negligence and as such, suffered conscious pain and suffering prior to his death in addition to pre-impact fright.

63. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Mailloux and were incurred without contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to avoid the collision.

WHEREFORE, Raymond Knupp, as personal representative of the estate of Gavin Ross Knupp demands judgment and compensatory damages against Defendant Mailloux in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT II – WRONGFUL DEATH
(Raymond Knupp, individually, and Tiffany Knupp v. Defendant Mailloux)

64. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

65. Defendant Mailloux had a duty to act reasonably and use due care while driving. Defendant Mailloux had a duty to pay attention to traffic, to maintain a proper lookout, to obey the laws and rules of the State of Maryland, to reduce speed to avoid a collision, and to control the vehicle to avoid a collision.

66. Defendant Mailloux breached these and other duties of care by failing to pay proper attention to the roadway and the traffic, failing to maintain a proper lookout, failing to obey the laws and rules of the State of Maryland, failure to maintain proper speed for the conditions, failing to reduce his speed to avoid a collision, and failing to control the vehicle in order to avoid a collision.

67. As a direct and proximate result of the negligence of Defendant Mailloux and his breach of duties owed to Gavin Ross Knupp, and for which Gavin Ross Knupp would have been able to maintain an action against Defendant Mailloux and recover damages had he lived, Gavin Ross Knupp sustained fatal bodily injuries.

68. As a direct and proximate result of Defendant Mailloux's negligence in causing the death of Gavin Ross Knupp, Plaintiffs Raymond Knupp and Tiffany Knupp sustained pecuniary loss, mental anguish, emotional pain and suffering, loss of society, loss of companionship, and loss of comfort.

69. This Complaint was timely filed within three years after the death of Gavin Ross Knupp pursuant to § 3-904(g) of the Courts and Judicial Proceedings Article of the Maryland Code Annotated.

WHEREFORE, Plaintiffs Raymond Knupp, individually, and Tiffany Knupp, independently and separately demand judgment and compensatory damages against Defendant Mailloux for an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT III – NEGLIGENCE
(Summer Knupp v. Defendant Mailloux)

70. Plaintiff incorporates by reference all preceding paragraphs as if set forth fully herein.

71. Defendant Mailloux had a duty to act reasonably and use due care while driving. Defendant Mailloux had a duty to pay attention to traffic, to maintain a proper lookout, to obey the laws and rules of the State of Maryland, to reduce speed to avoid a collision, and to control the vehicle to avoid a collision.

72. Defendant Mailloux breached these and other duties of due care by failing to pay proper attention to the roadway and the traffic, failing to maintain a proper lookout, failing to obey the laws and rules of the State of Maryland, failing to maintain proper speed for the conditions, failing to reduce his speed to avoid a collision, and failing to control the vehicle in order to avoid a collision.

73. As a direct and proximate result of the negligence of Defendant Mailloux, Plaintiff Summer Knupp suffered shock, mental suffering, and extreme emotional distress. Plaintiff Summer Knupp, while sitting several feet from where Gavin Knupp was standing, endured having to hear her brother scream before hearing him struck by Defendant Mailloux's vehicle traveling at a high rate of speed. Further, since Defendant Mailloux made the knowing decision to flee the collision without stopping and attempting to help secure emergency aid for Gavin Knupp, Plaintiff Summer Knupp was forced into a position where she had to be the one to provide emergency aid for her brother. Plaintiff Summer Knupp was also forced to report the collision to emergency services and to perform CPR on her dying brother. While Plaintiff Summer Knupp was performing CPR on Gavin Knupp, Summer Knupp became covered in her dying brother's blood that was quickly spilling from his body.

74. Plaintiff Summer Knupp's conversation with emergency services was memorialized in a recorded phone conversation. In part, Plaintiff Summer Knupp tells dispatch: "My

brother just got hit by a car. . . I'm afraid to go find him. . . Please hurry. . . I'm scared – what if he's dead?. . . He's bleeding out of his mouth. . . Help! Help! Help!. . . He's not awake. . .” The call also captures the emergency services dispatcher coaching Plaintiff Summer Knupp on how to perform CPR on her dying brother.

75. When Gavin Knupp was struck, Plaintiff Summer Knupp was seated only several feet from her brother and was in the area of potential danger, commonly referred to as the “zone of danger.” The vehicle that she was seated in was open and obvious to Defendant Mailloux, and Defendant Mailloux was on notice that one or more persons were in the immediate area where the collision occurred.

76. When Defendant Mailloux made the knowing decision to leave the scene of the collision after striking Gavin Knupp and making no attempts to render care or alert emergency services, he was aware that life saving measures would have to have been made by someone other than himself.

77. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Mailloux and were incurred without contributory negligence or assumption of risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to avoid the collision.

78. At the time of the filing of this Complaint, Plaintiff Summer Knupp is still suffering from the emotional distress and mental suffering that Defendant Mailloux proximately caused and it is anticipated that she will continue to experience this emotional distress and pain and suffering in perpetuity.

WHEREFORE, Summer Knupp demands judgment and compensatory damages against Defendant Mailloux in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus

costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT IV – NEGLIGENT ENTRUSTMENT
(Raymond Knupp, as Personal Representative of the Estate of Gavin Ross Knupp and Summer Knupp v. Defendants Deangelus and Frey)

79. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

80. Defendants Deangelus and Frey had a duty to act reasonably and use due care when entrusting the vehicle to Defendant Mailloux.

81. Defendants Deangelus and Frey did in fact entrust the vehicle to Defendant Mailloux.

82. Defendants Deangelus and Frey knew or should have known that Defendant Mailloux was likely to, and had a propensity to, operate the vehicle in a negligent and unsafe manner that was likely to cause physical harm to others.

83. Defendants Deangelus and Frey breached these and other duties of care by entrusting the vehicle to Defendant Mailloux.

84. As a direct and proximate result of the negligence of Defendants Deangelus and Frey in entrusting the vehicle to Defendant Mailloux, Gavin Knupp lost his life causing damages to Plaintiffs.

85. All of the above injuries, losses, and damages were directly and proximately caused by the aforementioned negligence of Defendants Deangelus and Frey and were incurred without contributory negligence or assumption of risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to avoid the collision.

WHEREFORE, Plaintiffs Raymond Knupp, as Personal Representative of the Estate of and Summer Knupp, independently and separately, demand judgment and compensatory damages against Defendants Deangelus and Frey, jointly and severally, for an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT V – WRONGFUL DEATH
(Raymond Knupp, individually, and Tiffany Knupp v. Defendants Deangelus and Frey)

86. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

87. Defendants Deangelus and Frey had a duty to act reasonably and use due care when entrusting the vehicle to Defendant Mailloux.

88. Defendants Deangelus and Frey did in fact entrust the vehicle to Defendant Mailloux.

89. Defendants Deangelus and Frey knew or should have known that Defendant Mailloux was likely to, and had a propensity to, operate the vehicle in a negligent and unsafe manner that was likely to cause physical harm to others.

90. Defendants Deangelus and Frey breached these and other duties of care by entrusting the vehicle to Defendant Mailloux.

91. As a direct and proximate result of the negligence of Defendants Deangelus and Frey and their breach of duties owed to Gavin Ross Knupp, and for which Gavin Ross Knupp would have been able to maintain an action against Defendant Mailloux and recover damages had he lived, Gavin Ross Knupp sustained fatal bodily injuries.

92. As a direct and proximate result of Defendant Deangelus and Frey's negligence/negligent entrustment in causing the death of Gavin Ross Knupp, Plaintiffs Raymond

Knupp and Tiffany Knupp sustained pecuniary loss, mental anguish, emotional pain and suffering, loss of society, loss of companionship, and loss of comfort.

93. This Complaint was timely filed within three years after the death of Gavin Ross Knupp pursuant to § 3-904(g) of the Courts and Judicial Proceedings Article of the Maryland Code Annotated.

WHEREFORE, Plaintiffs Raymond Knupp, individually, and Tiffany Knupp, independently and separately demand judgment and compensatory damages against Defendants Deangelus and Frey, jointly and severally, for an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT VI – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(Raymond Knupp, individually, Tiffany Knupp, and Summer Knupp v. Defendants
Mailloux, Deangelus, and Frey)

94. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

95. As more fully set forth in the fact section above, Defendants Mailloux, Frey and Deangelus individually and collectively engaged in actions and behavior that were intentional and/or reckless, inter alia:

- i. Leaving the scene of an accident knowing or having reasonably believed to have struck a human being.
- ii. Forcing Summer to provide medical aid and CPR to her dying brother at the scene of the accident by herself.

- iii. Deliberately and intentionally engaging in a cover up of the crime after the fact including, but not limited to, hiding the vehicle with knowledge that it had been involved in the accident which killed Gavin Knupp.
- iv. Upon information and belief, deliberately and intentionally leaking confidential discovery materials obtained during discovery by the Worcester County State's Attorney's office for the specific purpose of causing emotional distress to Raymond, Tiffany and Summer Knupp.

96. As noted, the above-referenced conduct was intentional and/or reckless.

97. Additionally, Defendant Mailloux, Deangelus, and Frey's conduct was extreme and outrageous.

98. The extreme and outrageous conduct of Defendants Mailloux, Deangelus, and Frey directly caused severe emotional distress to all Plaintiffs including, but not limited to, (1) the trauma to Summer of having to render medical aid to her dying brother at the scene alone, (2) the extreme anguish and emotional distress to Summer of having to relive that experience for the rest of her life, (3) the emotional distress and extreme trauma to Plaintiffs Tiffany and Ray Knupp of having their daughter – and only surviving child – be placed in that position and the ongoing trauma she continues to experience and will for the rest of her life, (4) the deliberate, intentional and extreme and outrageous denial to the entire Knupp family of the closure provided by knowing what happened in the incident that killed their son and brother, which was the intent and purpose of the aforementioned cover-up and obfuscation of the crime and (5) the family having to read leaked criminal discovery information designed to inflict additional emotional distress on Raymond, Tiffany and Summer Knupp.

99. All of the aforementioned emotional distress is severe and was caused by the actions and conduct of the Defendants.

WHEREFORE, Plaintiffs Raymond Knupp, individually, Tiffany Knupp and Summer Knupp, independently and separately, demand judgment and compensatory damages against Defendants Mailloux, Deangelus and Frey, jointly and severally, for an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT VII – NEGLIGENCE – SPECIAL RELATIONSHIP
(Raymond Knupp, as Personal Representative of the Estate of Gavin Ross Knupp v. Defendant Matt Ortt Companies)

100. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

101. At the time Gavin Knupp was struck and killed, a special relationship existed between Defendants Matt Ortt Companies and Mailloux.

102. The special relationship between Defendants Matt Ortt Companies and Mailloux imposed a duty upon Defendant Matt Ortt Companies to control Defendant Mailloux's conduct, as well as a duty to the general public to protect them from injury by Defendant Mailloux.

103. Upon information and belief, on July 11, 2022, Defendant Matt Ortt Companies supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Defendant Matt Ortt Companies within the scope of his employment.

104. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Matt Ortt Companies knew or should have known that Defendant Mailloux's alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

105. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club were provided with alcohol during the scope of their employment free of charge.

106. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

107. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

108. Defendant Matt Ortt Companies breached its duties owed to Gavin Knupp by not controlling Defendant Mailloux's conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

109. As a direct and proximate result of the negligence of Defendant Matt Ortt Companies, Gavin Knupp was struck and lost his life due to the injuries he sustained during the collision. Additionally, Gavin Knupp was not instantly killed as a result of the Defendant's negligence and as such, suffered conscious pain and suffering prior to his death in addition to pre-impact fright.

110. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Matt Ortt Companies and were incurred without

contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to avoid the collision.

WHEREFORE, Raymond Knupp, as personal representative of the estate of Gavin Ross Knupp demands judgment and compensatory damages against Defendant Matt Ortt Companies in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT VIII – NEGLIGENCE – SPECIAL RELATIONSHIP
(Summer Knupp v. Defendant Matt Ortt Companies)

111. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

112. At the time Gavin Knupp was struck and killed, a special relationship existed between Defendants Matt Ortt Companies and Mailloux.

113. The special relationship between Defendants Matt Ortt Companies and Mailloux imposed a duty upon Defendant Matt Ortt Companies to control Defendant Mailloux's conduct, as well as a duty to the general public to protect them from injury by Defendant Mailloux.

114. Upon information and belief, on July 11, 2022, Defendant Matt Ortt Companies supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Defendant Matt Ortt Companies within the scope of his employment.

115. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Matt Ortt Companies knew or should have known that Defendant Mailloux's alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

116. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club were provided with alcohol during the scope of their employment free of charge.

117. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

118. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

119. When Gavin Knupp was struck, Plaintiff Summer Knupp was seated only several feet from Gavin Knupp and was in the area of potential danger, commonly referred to as the “zone of danger.”

120. It was not only foreseeable that the actions of Defendant Matt Ortt Companies would lead to Defendant Mailloux striking and killing an individual, but it was also foreseeable that this would force someone in close proximity to the individual, such as Summer Knupp, to be forced to attempt life saving measures on them and have to endure seeing their loved one killed.

121. Defendant Matt Ortt Companies breached its duties owed to Summer Knupp by not controlling Defendant Mailloux’s conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, failing to protect Summer Knupp from emotional injury based on her being in the zone of

danger, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

122. As a direct and proximate result of the negligence of Defendant Matt Ortt Companies, Plaintiff Summer Knupp suffered shock, mental suffering, and extreme emotional distress. Plaintiff Summer Knupp, while sitting several feet from where Gavin Knupp was struck, endured having to hear her brother scream before hearing him struck by Defendant Mailloux's vehicle traveling at a high rate of speed. The negligence of Defendant Matt Ortt Companies further forced Plaintiff Summer Knupp to report the collision to emergency services and to perform CPR on her dying brother. While Plaintiff Summer Knupp was performing CPR on Gavin Knupp, Summer Knupp became covered in her dying brother's blood that was quickly spilling from his body.

123. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Matt Ortt Companies and were incurred without contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to prevent the collision at issue.

WHEREFORE, Summer Knupp demands judgment and compensatory damages against Defendant Matt Ortt Companies in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT IX – NEGLIGENCE
(Raymond Knupp, as Personal Representative of the Estate of Gavin Ross Knupp v. Defendant Matt Ortt Companies)

124. Plaintiff incorporates by reference all preceding paragraphs as if set forth fully herein.

125. Upon information and belief, on July 11, 2022, Defendant Matt Ortt Companies supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Defendant Matt Ortt Companies within the scope of his employment.

126. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Matt Ortt Companies knew or should have known that Defendant Mailloux's alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

127. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club were provided with alcohol during the scope of their employment free of charge.

128. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

129. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

130. Defendant Matt Ortt Companies breached its duties owed to Gavin Knupp by not controlling Defendant Mailloux's conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

131. As a direct and proximate result of the negligence of Defendant Matt Ortt Companies, Gavin Knupp was struck and lost his life due to the injuries he sustained during the collision. Additionally, Gavin Knupp was not instantly killed as a result of the Defendant's negligence and as such, suffered conscious pain and suffering prior to his death in addition to pre-impact fright.

132. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Matt Ortt Companies and were incurred without contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to avoid the collision.

WHEREFORE, Raymond Knupp, as personal representative of the estate of Gavin Ross Knupp demands judgment and compensatory damages against Defendant Matt Ortt Companies in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT X – WRONGFUL DEATH
(Raymond Knupp, individually, and Tiffany Knupp v. Defendant Matt Ortt Companies)

133. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

134. Defendant Matt Ortt Companies breached its duties owed to Gavin Knupp by not controlling Defendant Mailloux's conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

135. As a direct and proximate result of the negligence of Defendant Matt Ortt Companies and its breach of duties owed to Gavin Ross Knupp, and for which Gavin Ross Knupp would have been able to maintain an action against Defendant Matt Ortt Companies and recover damages had he lived, Gavin Ross Knupp sustained fatal bodily injuries.

136. As a direct and proximate result of Defendant Matt Ortt Companies' negligence in causing the death of Gavin Ross Knupp, Plaintiffs Raymond Knupp and Tiffany Knupp sustained pecuniary loss, mental anguish, emotional pain and suffering, loss of society, loss of companionship, and loss of comfort.

137. This Complaint was timely filed within three years after the death of Gavin Ross Knupp pursuant to § 3-904(g) of the Courts and Judicial Proceedings Article of the Maryland Code Annotated.

WHEREFORE, Plaintiffs Raymond Knupp, individually, and Tiffany Knupp, independently and separately demand judgment and compensatory damages against Defendant Matt Ortt Companies for an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT XI – NEGLIGENCE
(Summer Knupp v. Defendant Matt Ortt Companies)

138. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

139. Upon information and belief, on July 11, 2022, Defendant Matt Ortt Companies supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Defendant Matt Ortt Companies within the scope of his employment.

140. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Matt Ortt Companies knew or should have known that Defendant Mailloux's alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

141. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club were provided with alcohol during the scope of their employment free of charge.

142. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

143. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

144. When Gavin Knupp was struck, Plaintiff Summer Knupp was seated only several feet from Gavin Knupp and was in the area of potential danger, commonly referred to as the “zone of danger.”

145. It was not only foreseeable that the actions of Defendant Matt Ortt Companies would lead to Defendant Mailloux striking and killing an individual, but it was also foreseeable that this would force someone in close proximity to the individual, such as Summer Knupp, to be forced to attempt life saving measures on them and have to endure seeing their loved one killed.

146. Defendant Matt Ortt Companies breached its duties owed to Summer Knupp by not controlling Defendant Mailloux’s conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, failing to protect Summer Knupp from emotional injury based on her being in the zone of

danger, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

147. As a direct and proximate result of the negligence of Defendant Matt Ortt Companies, Plaintiff Summer Knupp suffered shock, mental suffering, and extreme emotional distress. Plaintiff Summer Knupp, while sitting several feet from where Gavin Knupp was struck, endured having to hear her brother scream before hearing him struck by Defendant Mailloux's vehicle traveling at a high rate of speed. The negligence of Defendant Matt Ortt Companies further forced Plaintiff Summer Knupp to report the collision to emergency services and to perform CPR on her dying brother. While Plaintiff Summer Knupp was performing CPR on Gavin Knupp, Summer Knupp became covered in her dying brother's blood that was quickly spilling from his body.

148. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Matt Ortt Companies and were incurred without contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to prevent the collision at issue.

WHEREFORE, Summer Knupp demands judgment and compensatory damages against Defendant Matt Ortt Companies in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT XII – NEGLIGENCE – SPECIAL RELATIONSHIP
(Raymond Knupp, as Personal Representative of the Estate of Gavin Ross Knupp v. Ocean Pines Association)

149. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

150. At the time Gavin Knupp was struck and killed, a special relationship existed between Defendants Ocean Pines Association and Mailloux.

151. The special relationship between Defendants Ocean Pines Association and Mailloux imposed a duty upon Defendant Ocean Pines Association to control Defendant Mailloux's conduct, as well as a duty to the general public to protect them from injury by Defendant Mailloux.

152. Upon information and belief, on July 11, 2022, Defendant Ocean Pines Association supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Defendant Ocean Pines Association within the scope of his employment.

153. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Ocean Pines Association knew or should have known that Defendant Mailloux's alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

154. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club were provided with alcohol during the scope of their employment free of charge.

155. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

156. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies and/or Ocean Pines Association, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp,

Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

157. Defendant Ocean Pines Association breached its duties owed to Gavin Knupp by not controlling Defendant Mailloux's conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

158. As a direct and proximate result of the negligence of Defendant Ocean Pines Association, Gavin Knupp was struck and lost his life due to the injuries he sustained during the collision. Additionally, Gavin Knupp was not instantly killed as a result of the Defendant's negligence and as such, suffered conscious pain and suffering prior to his death in addition to pre-impact fright.

159. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Ocean Pines Association and were incurred without contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to avoid the collision.

WHEREFORE, Raymond Knupp, as personal representative of the estate of Gavin Ross Knupp demands judgment and compensatory damages against Defendant Ocean Pines Association in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT XIII – NEGLIGENCE – SPECIAL RELATIONSHIP
(Summer Knupp v. Ocean Pines Association)

160. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

161. At the time Gavin Knupp was struck and killed, a special relationship existed between Defendants Ocean Pines Association and Mailloux.

162. The special relationship between Defendants Ocean Pines Association and Mailloux imposed a duty upon Defendant Matt Ortt Companies to control Defendant Mailloux's conduct, as well as a duty to the general public to protect them from injury by Defendant Mailloux.

163. Upon information and belief, on July 11, 2022, Defendant Ocean Pines Association supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Defendant Ocean Pines Association within the scope of his employment.

164. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Ocean Pines Association knew or should have known that Defendant Mailloux's alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

165. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club and/or Defendant Ocean Pines Association were provided with alcohol during the scope of their employment free of charge.

166. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

167. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies and/or Defendant Ocean Pines Association knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

168. When Gavin Knupp was struck, Plaintiff Summer Knupp was seated only several feet from Gavin Knupp and was in the area of potential danger, commonly referred to as the “zone of danger.”

169. It was not only foreseeable that the actions of Defendant Ocean Pines Association would lead to Defendant Mailloux striking and killing an individual, but it was also foreseeable that this would force someone in close proximity to the individual, such as Summer Knupp, to be forced to attempt life saving measures on them and have to endure seeing their loved one killed.

170. Defendant Ocean Pines Association breached its duties owed to Summer Knupp by not controlling Defendant Mailloux’s conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, failing to protect Summer Knupp from emotional injury based on her being in the zone of danger, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

171. As a direct and proximate result of the negligence of Defendant Ocean Pines Association, Plaintiff Summer Knupp suffered shock, mental suffering, and extreme emotional distress. Plaintiff Summer Knupp, while sitting several feet from where Gavin Knupp was struck, endured having to hear her brother scream before hearing him struck by Defendant Mailloux’s vehicle traveling at a high rate of speed. The negligence of Defendant Ocean Pines Association further forced Plaintiff Summer Knupp to report the collision to emergency services and to perform CPR on her dying brother. While Plaintiff Summer Knupp was performing CPR on Gavin Knupp, Summer Knupp became covered in her dying brother’s blood that was quickly spilling from his body.

172. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Ocean Pines Association and were incurred without

contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to prevent the collision at issue.

WHEREFORE, Summer Knupp demands judgment and compensatory damages against Defendant Ocean Pines Association in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT XIV – NEGLIGENCE
(Raymond Knupp, as Personal Representative of the Estate of Gavin Ross Knupp v. Defendant Ocean Pines Association)

173. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

174. Upon information and belief, on July 11, 2022, Defendant Ocean Pines Association supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Defendant Ocean Pines Association within the scope of his employment.

175. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Ocean Pines Association knew or should have known that Defendant Mailloux’s alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

176. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club and/or Defendant Ocean Pines Association were provided with alcohol during the scope of their employment free of charge.

177. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean

Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

178. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies and/or Defendant Ocean Pines Association, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

179. Defendant Ocean Pines Association breached its duties owed to Gavin Knupp by not controlling Defendant Mailloux's conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

180. As a direct and proximate result of the negligence of Defendant Ocean Pines Association, Gavin Knupp was struck and lost his life due to the injuries he sustained during the collision. Additionally, Gavin Knupp was not instantly killed as a result of the Defendant's negligence and as such, suffered conscious pain and suffering prior to his death in addition to pre-impact fright.

181. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Ocean Pines Association and were incurred without contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to avoid the collision.

WHEREFORE, Raymond Knupp, as personal representative of the estate of Gavin Ross Knupp demands judgment and compensatory damages against Defendant Ocean Pines Association in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT XV – WRONGFUL DEATH
(Raymond Knupp, individually, and Tiffany Knupp v. Defendant Ocean Pines Association)

182. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

183. Defendant Ocean Pines Association breached its duties owed to Gavin Knupp by not controlling Defendant Mailloux's conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

184. As a direct and proximate result of the negligence of Defendant Ocean Pines Association and its breach of duties owed to Gavin Ross Knupp, and for which Gavin Ross Knupp would have been able to maintain an action against Defendant Ocean Pines Association and recover damages had he lived, Gavin Ross Knupp sustained fatal bodily injuries.

185. As a direct and proximate result of Defendant Ocean Pines Association's negligence in causing the death of Gavin Ross Knupp, Plaintiffs Raymond Knupp and Tiffany Knupp sustained pecuniary loss, mental anguish, emotional pain and suffering, loss of society, loss of companionship, and loss of comfort.

186. This Complaint was timely filed within three years after the death of Gavin Ross Knupp pursuant to § 3-904(g) of the Courts and Judicial Proceedings Article of the Maryland Code Annotated.

WHEREFORE, Plaintiffs Raymond Knupp, individually, and Tiffany Knupp, independently and separately demand judgment and compensatory damages against Defendant Ocean Pines Association for an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

COUNT XVI – NEGLIGENCE
(Summer Knupp v. Ocean Pines Association)

187. Plaintiffs incorporate by reference all preceding paragraphs as if set forth fully herein.

188. Upon information and belief, on July 11, 2022, Defendant Ocean Pines Association supplied Defendant Mailloux with alcohol while Defendant Mailloux was working for Ocean Pines Association within the scope of his employment.

189. On July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Ocean Pines Association knew or should have known that Defendant Mailloux's alcohol consumption during the scope of his employment affected his normal coordination and rendered him unsafe to drive.

190. Upon information and belief, on July 11, 2022, immediately prior to Defendant Mailloux colliding with and killing Gavin Knupp, Defendant Mailloux and other employees of Ocean Pines Yacht Club and/or Defendant Ocean Pines Association were provided with alcohol during the scope of their employment free of charge.

191. Defendant Mailloux was also supplied with a motor vehicle to get to and from work by Managing Partner of Matt Ortt Companies, Defendant Deangelus, and General Manager of Ocean Pines Yacht Club, Defendant Frey. Defendant Mailloux was entrusted with this car and was driving it when he struck and killed Gavin Knupp.

192. Defendants Deangelus and Frey, individually and within the scope of their employment and/or ownership of Matt Ortt Companies and/or Defendant Ocean Pines Association, knew or should have known that on July 11, 2022, immediately prior to colliding with and killing Gavin Knupp, Defendant Mailloux was consuming alcohol within the scope of his employment and was then planning on using the vehicle they supplied him with to drive to their shared home.

193. When Gavin Knupp was struck, Plaintiff Summer Knupp was seated only several feet from Gavin Knupp and was in the area of potential danger, commonly referred to as the “zone of danger.”

194. It was not only foreseeable that the actions of Defendant Ocean Pines Association would lead to Defendant Mailloux striking and killing an individual, but it was also foreseeable that this would force someone in close proximity to the individual, such as Summer Knupp, to be forced to attempt life saving measures on them and have to endure seeing their loved one killed.

195. Defendant Ocean Pines Association breached its duties owed to Summer Knupp by not controlling Defendant Mailloux’s conduct, failing to protect Gavin Knupp from injury by Defendant Mailloux, failing to protect Summer Knupp from emotional injury based on her being in the zone of danger, supplying Defendant Mailloux with alcohol during the course of his employment, supplying Defendant Mailloux with a vehicle to get to and from work, and in other ways.

196. As a direct and proximate result of the negligence of Defendant Ocean Pines Association, Plaintiff Summer Knupp suffered shock, mental suffering, and extreme emotional distress. Plaintiff Summer Knupp, while sitting several feet from where Gavin Knupp was struck, endured having to hear her brother scream before hearing him struck by Defendant Mailloux’s vehicle traveling at a high rate of speed. The negligence of Defendant Ocean Pines Association further forced Plaintiff Summer Knupp to report the collision to emergency services and to perform CPR on her dying brother. While Plaintiff Summer Knupp was performing CPR on Gavin Knupp, Summer Knupp became covered in her dying brother’s blood that was quickly spilling from his body.

197. All of the above injuries, losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Ocean Pines Association and were incurred without

contributory negligence or assumption of the risk on the part of Gavin Knupp, or any opportunity for Gavin Knupp to prevent the collision at issue.

WHEREFORE, Summer Knupp demands judgment and compensatory damages against Defendant Ocean Pines Association in an amount in excess of Seventy-Five Thousand Dollars (\$75,000.00) plus costs, post-judgment interest at the legal rate, and any other relief as the nature of this cause may require.

Respectfully submitted,

/s/ Neil Dubovsky

Neil Dubovsky, AIS: 0212170233
Jesse Mallon Lachman, AIS: 1812110214
Dubo Law, LLC
9475 Deereco Road, Suite 330
Timonium, Maryland 21093
443-275-6345 (phone)
443-660-8106 (fax)
Neil@dubolawfirm.com
Jesse@dubolawfirm.com

DEMAND FOR JURY TRIAL

Plaintiffs by and through undersigned counsel, hereby request a jury trial in the instant matter.

/s/ Neil Dubovsky

Neil Dubovsky