

#09102

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

FILED  
2009 JUL 16 PM 3:05  
CLERK OF THE CIRCUIT COURT  
COOK COUNTY, IL

BROTHERHOOD MUTUAL INSURANCE CO. )  
as subrogee of SIGN OF THE DOVE CHURCH )  
and SIGN OF THE DOVE CHURCH, individually, )

Plaintiffs, )

vs. )

No.:

GREG CHRISTO and GEORGE CHRISTO d/b/a )  
ACCURATE ROOFING, )

Defendants. )

**COMPLAINT AT LAW**

Plaintiff, BROTHERHOOD MUTUAL INSURANCE CO., as subrogee of SIGN OF THE DOVE CHURCH, and SIGN OF THE DOVE CHURCH, by and through their attorneys, LANGHENRY, GILLEN, LUNDQUIST, & JOHNSON, LLC, for their complaint against Defendants, GREG CHRISTO and GEORGE CHRISTO d/b/a ACCURATE ROOFING, state as follows:

**GENERAL ALLEGATIONS**

1. On or about September 4, 2008, Sign of the Dove Church owned a church located at 424 10<sup>th</sup> St., in Waukegan, Illinois ("the Church").
2. On or about September 4, 2008, Sign of the Dove Church was insured under a policy of insurance issued by Brotherhood Mutual Insurance Co. ("Policy").
3. On or about September 4, 2008, the Church was severely damaged when its roof collapsed following a heavy rain.
4. Upon investigation, the roof collapse was caused by improper drainage of the Church's roof following heavy rains.

5. GREG CHRISTO and GEORGE CHRISTO d/b/a ACCURATE ROOFING through their agents or employees (“Accurate Roofing”) performed work on the roof at the Church on or about April 2008.

6. Prior to ACCURATE ROOFING’S performing work on the roof in or about April 2008, the roof on the Church drained properly and did not retain rain water following a storm.

7. ACCURATE ROOFING guaranteed its work for a period of 7 years against leaks, cracks, and defects.

8. ACCURATE ROOFING represented that it had cleared the roof of all dirt and debris.

9. After ACCURATE ROOFING worked on the roof of the Church, and despite ACCURATE ROOFING’S representations, the drains on the roof at the Church did not properly drain, causing significant amounts of water to collect on the roof, and then causing the roof to collapse.

10. Brotherhood Mutual Insurance Co. made payments to Sign of the Dove Church pursuant to the Policy to repair the damage caused by the collapse of the roof.

11. Pursuant to the terms of the Policy, Brotherhood Mutual Insurance Co. is a subrogee of Sign of the Dove Church.

#### **COUNT I – NEGLIGENCE**

12. ACCURATE ROOFING had a duty to perform its work in a reasonably safe manner and to ensure that the Church’s roof drains did not become clogged.

13. ACCURATE ROOFING breached its duty in one or more of the following ways:

- a. Carelessly and negligently made and/or failed to make necessary repairs to the roof;
- b. Carelessly and negligently failed to clear the roof of dirt and debris, creating a hazardous condition;

- c. Careless and negligently clogged the roof drains on the property;
  - d. Carelessly and negligently failed to inspect the roof's drainage system to insure it was in proper working order;
  - e. Carelessly and negligently failed to warn Sign of the Dove Church that the roof was not in a safe condition after inspecting it;
  - f. Carelessly and negligently failed to conduct proper testing on the roof drains after making repairs and or modifications to the roof; and
  - g. Was otherwise careless and negligent.
14. As a direct a direct and proximate result of ACCURATE ROOFING'S negligence, Sign of the Dove Church sustained damage in excess of \$1,016,535.74.
15. Pursuant to the provisions of provisions of the Policy, Brotherhood Mutual Insurance Co. paid to repair the damages to the Church.
16. Sign of the Dove Church also incurred expenses not covered by the Policy as a result of ACCURATE ROOFING'S negligence.

Wherefore, BROTHERHOOD MUTUAL INSURANCE CO. a/s/o SIGN OF THE DOVE CHURCH and SIGN OF THE DOVE CHURCH, request that this court enter judgment in their favor and against Defendants, GREG CHRISTO and GEORGE CHRISTO d/b/a ACCURATE ROOFING plus whatever additional relief this court deems appropriate.

**COUNT II – BREACH OF CONTRACT**

17. On or about April 22, 2008, Defendants, GREG CHRISTO and GEORGE CHRISTO d/b/a ACCURATE ROOFING, entered into a contract with Sign of the Dove Church in which they agreed to perform repairs to the roof of the Church. ("Contract") A copy of the "Contract" is attached as Exhibit "A".
18. Pursuant to the Contract, ACCURATE ROOFING had a contractual obligation to repair

and inspect the roof in a good and workmanlike manner, including making sure that the drainage system worked properly.

19. Pursuant to the Contract, ACCURATE ROOFING guaranteed its work for 7 years against any leaks, cracks, and defects.

20. ACCURATE ROOFING breached the terms of the Contract in one or more of the following ways:

- a. Carelessly and negligently made and/or failed to make necessary repairs to the roof;
- b. Carelessly and negligently failed to clear the roof of dirt and debris, creating a hazardous condition;
- c. Carelessly and negligently clogged the roof drainage system;
- d. Carelessly and negligently failed to inspect the roof's drainage system to ensure it was in proper working order;
- e. Carelessly and negligently failed to warn Sign of the Dove Church that the roof was not in a safe, working condition after inspecting it;
- f. Carelessly and negligently failed to properly test the roof drainage system after making repairs and or modifications; and
- g. Was otherwise careless and negligent.

21. Sign of the Dove Church performed all of its duties and obligations under the aforementioned contract.


22. As a direct a direct and proximate result of the aforesaid breach, the property owned and operated by Sign of the Dove Church sustained damage in excess of \$1,016,535.74.

23. Pursuant to the provisions of provisions of the Policy, Brotherhood Mutual Insurance Co. became obligated to pay sums in excess of \$1,016,535.74 to Sign of the Dove Church to repair the damage caused to the Church.

24. Sign of the Dove Church incurred damages not covered by the Policy.

Wherefore, BROTHERHOOD MUTUAL INSURANCE CO. a/s/o SIGN OF THE DOVE CHURCH and SIGN OF THE DOVE CHURCH, request that this court enter judgment in their favor and against Defendants, GREG CHRISTO and GEORGE CHRISTO d/b/a ACCURATE ROOFING plus whatever additional relief this court deems appropriate.

**BROTHERHOOD MUTUAL INSURANCE  
COMPANY a/s/o SIGN OF THE DOVE  
CHURCH and SIGN OF THE DOVE  
CHURCH,**

By:  \_\_\_\_\_  
One Of Their Attorneys

William B. Weiler  
Justin J. Harrison  
**Langhenry, Gillen, Lundquist, & Johnson, LLC**  
29 South LaSalle Street, Suite 720  
Chicago, IL 60603  
312-704-6700  
Attorney No.: 44700