

Court of Common Pleas of Philadelphia County  
 Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)  
**JUNE 2013**  
 E-Filing Number: 1306015860 **001453**

PLAINTIFF'S NAME SHIRLEY BALL	DEFENDANT'S NAME RICHARD BASCIANO
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PLAINTIFF'S ADDRESS 5722 W. JEFFERSON STREET PHILADELPHIA PA 19131	DEFENDANT'S ADDRESS 300 WEST 43RD STREET SUITE 400 NEW YORK NY 10036
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PLAINTIFF'S NAME STANLEY BALL	DEFENDANT'S NAME STB INVESTMENTS CORPORATION
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PLAINTIFF'S ADDRESS 5722 W. JEFFERSON STREET PHILADELPHIA PA 19131	DEFENDANT'S ADDRESS 9232 BURBANK ROAD PHILADELPHIA PA 19115
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PLAINTIFF'S NAME	DEFENDANT'S NAME GRIFFIN CAMBPELL CONSTRUCTION
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PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS 1605 BUTLER STREET PHILADELPHIA PA 19140
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TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 10	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions
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AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____
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CASE TYPE AND CODE  
 20 - PERSONAL INJURY - OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	<b>FILED</b> <b>PRO PROTHY</b> <b>JUN 11 2013</b> <b>J. OSTROWSKI</b>	IS CASE SUBJECT TO COORDINATION ORDER? YES    NO
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TO THE PROTHONOTARY:  
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: SHIRLEY BALL , STANLEY BALL  
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY JAMES D. GOLKOW	ADDRESS GOLKOW HESSEL LLC 1800 JFK BOULEVARD SUITE 1010 PHILADELPHIA PA 19103
PHONE NUMBER (215) 988-0033	FAX NUMBER (215) 988-0042

SUPREME COURT IDENTIFICATION NO. 46469	E-MAIL ADDRESS jgolkow@golkowhessel.com
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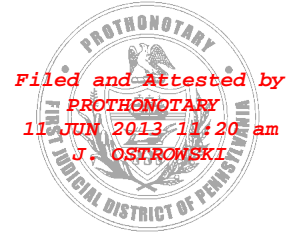
SIGNATURE OF FILING ATTORNEY OR PARTY JAMES GOLKOW	DATE SUBMITTED Tuesday, June 11, 2013, 11:20 am
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**COMPLETE LIST OF DEFENDANTS:**

1. PLATO MARINAKOS  
2000 HAMILTON STREET SUITE 912  
PHILADELPHIA PA 19130
2. PLATO STUDIO  
2000 HAMILTON STREET SUITE 912  
PHILADELPHIA PA 19130
3. SALVATION ARMY  
701 NORTH BROAD STREET  
PHILADELPHIA PA 19123
4. THE SALVATION ARMY IN PENNSYLVANIA  
701 NORTH BROAD STREET  
PHILADELPHIA PA 19123
5. THE INCORPORATED TRUSTEES OF THE SALVATION ARMY IN PA  
701 NORTH BROAD STREET  
PHILADELPHIA PA 19123
6. GRIFFIN T. CAMPBELL  
1605 BUTLER STREET  
PHILADELPHIA PA 19140
7. NICETOWN HOUSE DEVELOPMENT CORPORATION  
1605 BUTLER STREET  
PHILADELPHIA PA 19140
8. GRIFFIN CAMPBELL CONSTRUCTION  
1605 BUTLER STREET  
PHILADELPHIA PA 19140
9. STB INVESTMENTS CORPORATION  
9232 BURBANK ROAD  
PHILADELPHIA PA 19115
10. RICHARD BASCIANO  
300 WEST 43RD STREET SUITE 400  
NEW YORK NY 10036

**GOLKOW HESSEL, LLC**

James D. Golkow, Esquire  
Attorney ID #46469  
Ramon A. Arreola, Esquire  
Attorney ID # 205499  
1800 JFK Boulevard, Suite 1010  
Philadelphia, PA 19103  
(215) 988-9400  
Attorneys for Plaintiffs



**SHIRLEY BALL AND STANLEY BALL, W/H**

5722 W. Jefferson Street  
Philadelphia, PA 19131,

Plaintiffs,

v.

**RICHARD BASCIANO**

300 West 43<sup>rd</sup> Street, Suite 400  
New York, NY 10036,

and

**STB INVESTMENTS CORPORATION**

9232 Burbank Road  
Philadelphia, PA 19115,

and

**GRIFFIN CAMBPELL CONSTRUCTION**

1605 Butler Street  
Philadelphia, PA 19140,

and

**NICETOWN HOUSE DEVELOPMENT CORPORATION**

1605 Butler Street  
Philadelphia, PA 19140,

and

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY, PA

CIVIL ACTION

JUNE TERM, 2013

NO:

**GRIFFIN T. CAMPBELL**

1605 Butler Street  
Philadelphia, PA 19140,

and

**THE INCORPORATED TRUSTEES OF THE  
SALVATION ARMY IN PENNSYLVANIA**

701 North Broad Street  
Philadelphia, PA 19123,

and

**THE SALVATION ARMY IN PENNSYLVANIA**

701 North Broad Street  
Philadelphia, PA 19123,

and

**SALVATION ARMY**

701 North Broad Street  
Philadelphia, PA 19123,

and

**PLATO STUDIO**

2000 Hamilton Street, Suite 912  
Philadelphia, PA 19130,

and

**PLATO MARINAKOS, JR.**

2000 Hamilton Street, Suite 912  
Philadelphia, PA 19130,

Defendants.

**NOTICE TO DEFEND**

**NOTICE**

**You have been sued in court. If you wish  
to defend against the claims set forth in**

**AVISO**

**Le han demandado a usted en la corte. Si  
usted quiere defenderse de estas**

**the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.**

***You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.***

**Philadelphia Bar Association  
Lawyer Referral and Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197**

**demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascntar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.**

***Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.***

**Asociacion De Licenciados De Filadelfia  
Servicio De Referencia E Informacion  
Legal  
One Reading Center  
Filadelfia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197**

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Attorneys for Plaintiffs

**SHIRLEY BALL AND STANLEY BALL, W/H**

5722 W. Jefferson Street  
Philadelphia, PA 19131,

Plaintiffs,

v.

**RICHARD BASCIANO**

300 West 43<sup>rd</sup> Street, Suite 400  
New York, NY 10036,

and

**STB INVESTMENTS CORPORATION**

9232 Burbank Road  
Philadelphia, PA 19115,

and

**GRIFFIN CAMBPELL CONSTRUCTION**

1605 Butler Street  
Philadelphia, PA 19140,

and

**NICETOWN HOUSE DEVELOPMENT  
CORPORATION**

1605 Butler Street  
Philadelphia, PA 19140,

and

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY, PA

CIVIL ACTION

JUNE TERM, 2013  
NO:

**GRIFFIN T. CAMPBELL**  
1605 Butler Street  
Philadelphia, PA 19140,

and

**THE INCORPORATED TRUSTEES OF THE  
SALVATION ARMY IN PENNSYLVANIA**  
701 North Broad Street  
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**THE SALVATION ARMY IN PENNSYLVANIA**  
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**SALVATION ARMY**  
701 North Broad Street  
Philadelphia, PA 19123,

and

**PLATO STUDIO**  
2000 Hamilton Street, Suite 912  
Philadelphia, PA 19130,

and

**PLATO MARINAKOS, JR.**  
2000 Hamilton Street, Suite 912  
Philadelphia, PA 19130,

Defendants.

**COMPLAINT**

1. Plaintiff, Shirley Ball (hereinafter "Plaintiff"), is an adult individual and citizen of the Commonwealth of Pennsylvania who resides at 5722 W. Jefferson Street, Philadelphia, PA 19131.

2. Plaintiff, Stanley Ball, is an adult individual and citizen of the Commonwealth of Pennsylvania who resides with Plaintiff, Shirley Ball. At all times relevant hereto, Mr. Ball was the lawful husband of Plaintiff, Shirley Ball.

3. Defendant, Richard Basciano is an adult individual with an office located at 300 West 43<sup>rd</sup> Street, Suite 400, New York, NY 10036.

4. Defendant, STB Investments, is a Pennsylvania corporation or other business entity with its principal place of business located at 9232 Burbank Road, Philadelphia, PA 19115.

5. Defendant, Griffin Campbell Construction is a Pennsylvania corporation or other business entity with its principal place of business located at 1605 Butler Street, Philadelphia, PA 19140.

6. Defendant, Nicetown House Development Corporation is a Pennsylvania corporation or other business entity with its principal place of business located at 1605 Butler Street, Philadelphia, PA 19140.

7. Defendant, Griffin T. Campbell is an adult individual and citizen of the Commonwealth of Pennsylvania who resides at 1605 Butler Street, Philadelphia, PA 19140.

8. Defendants, The Incorporated Trustees of the Salvation Army in Pennsylvania, The Salvation Army in Pennsylvania, and the Salvation Army are corporations or other business entities who at all times relevant hereto, owned, operated,



controlled, possessed, or managed, a retail business, the “Salvation Army Thrift Store” located at 2140 Market Street, Philadelphia, PA 19103.

9. Defendant, Plato Studio, is a Pennsylvania corporation or other business entity with its principal place of business located at 2000 Hamilton Street, Suite 912, Philadelphia, PA 19130.

10. Defendant, Plato Marinakos, Jr. is an adult individual and citizen of the Commonwealth of Pennsylvania with an office located at 2000 Hamilton Street, Suite 912, Philadelphia, PA 19130.

11. At all times relevant hereto, all Defendants named herein, individually and/or collectively, acted and/or failed to act through their agents, servants, employees, contractors, and/or workmen, and such acts and/or omissions were within the course and scope of Defendants’ businesses, and were under the direction, control and/or with the authority of Defendants.

12. Defendants, Richard Basciano, STB Investments Corporation, Griffin Campbell Construction, Nicetown House Development Corporation, Griffin T. Campbell, Plato Studio, and Plato Marinakos, Jr. were responsible for the safe demolition of the premises located at 2136-2138 Market Street, Philadelphia, PA (hereinafter “2136-2138 Market Street”), including all buildings, structures, equipment and/or fixtures located on the premises.

13. Despite the obligation to safely demolish the premises located at 2136-2138 Market Street, said Defendants employed, hired, selected, Sean Benschop, a/k/a Kary Roberts to work on the project, which included the operation of heavy equipment.

14. Despite the obligation to safely demolish the premises located at 2136-2138 Market Street, said Defendants failed to supervise Mr. Benschop during his operation of heavy equipment.

15. Mr. Benschop was the excavator operator at the time the catastrophe occurred.

16. On June 5, 2013, during the demolition of the premises located at 2136-2138 Market Street, which was being completed with heavy machinery, an outer wall of the building being demolished fell outward onto the building located at 2140 Market Street, which was being operated as a retail store, the Salvation Army Thrift Store causing the Salvation Army Thrift Store building to collapse.

17. As a result, six (6) people were killed and fourteen (14) other people, including Plaintiff Shirley Ball, were injured.

18. Long before the building collapsed, Defendants knew or should have known of the complaints made by concerned citizens and onlookers that the demolition was being done in an improper and unsafe method. Such complaints included calls to the City of Philadelphia's 311 service.

19. Investigations performed after the building collapse revealed that:

- a. Sean Benschop, a/k/a Kary Roberts, the operator of the excavator, a piece of heavy equipment, was under the influence of codeine, marijuana, and possibly other drugs at the time of the accident;
- b. Sean Benschop, a/k/a Kary Roberts was wearing a cast on his arm while operating the excavator;
- c. Sean Benschop, a/k/a Kary Roberts had previously been arrested at least ten (10) times on charges including drugs, theft, firearms, and assault;

- d. Sean Benschop, a/k/a Kary Roberts has been convicted sixteen (16) times mostly for driving without a license or insurance, and for operating an unregistered vehicle;
- e. Sean Benschop, a/k/a Kary Roberts served two (2) prison terms for drug convictions;
- f. The owner or operator of the demolition company also has a criminal record stemming from a phony car wreck scheme, according to court records;
- g. As long as one (1) month before the collapse, concerned citizens were complaining of the unsafe conditions of the demolition to the City of Philadelphia's 311 hotline;
- h. There was a lack of bracing and/or shoring to prevent substantial damage to adjacent buildings; and
- i. As long as two (2) weeks before the collapse, a crack developed in the wall inside the bathroom of the Salvation Army Thrift Store which was so large that daylight could be seen from inside the store.

20. On June 5, 2013, Plaintiff was a patron and business invitee on the premises of the Salvation Army Thrift Store located at 2140 Market Street, when the walls collapsed, which buried her beneath debris and rubble, causing Plaintiff to suffer personal injuries, emotional distress and other damages as detailed herein.

21. At all times relevant hereto, Defendants, Richard Basciano and STB Investments Corporation, individually and/or collectively owned, operated, controlled, and/or otherwise possessed the properties located at 2136-2138 Market Street, Philadelphia, PA.

22. At all times relevant hereto, Defendants, Griffin Campbell Construction, Nicetown House Development Corporation, Griffin T. Campbell, Plato Studio, and Plato Marinakos, Jr. were general contractors, contractors, subcontractors, architects, engineers,

and/or workmen who were retained to perform construction and/or demolition services on the premises located at 2136-2138 Market Street, Philadelphia, PA, including all buildings, structures, and/or fixtures thereon.

23. At all times relevant hereto, Defendants, Richard Basciano and STB Investments Corporation, individually and/or collectively, retained, hired, contracted, supervised, and/or otherwise controlled the means and manner in which Defendants, Griffin Campbell Construction, Nicetown House Development Corporation, Griffin T. Campbell, Plato Studio, and Plato Marinakos, Jr., and their employees performed construction and/or demolition services at the premises located at 2136-2138 Market Street.

24. At all times relevant hereto, Defendants, Richard Basciano and STB Investments Corporation, individually and/or collectively, provided orders and directions to the contractors or workmen who were hired, retained, and/or otherwise selected to perform the demolition work.

25. Defendants, individually and/or collectively, knew or should have known that the demolition project at 2136-2138 Market Street was likely to create a peculiar risk of physical harm to others, especially given the close proximity to adjacent buildings, including an open retail store, unless special precautions were taken.

26. Defendants, individually and/or collectively, knew or should have known that the demolition project constituted a peculiar risk creating a recognizable danger arising out of the work itself, especially given the close proximity to adjacent buildings and an ongoing retail store operation.

27. Despite this knowledge, Defendants, individually and/or collectively, disregarded said peculiar risk and are jointly and severally liable to Plaintiffs pursuant to the Restatement of Torts (Second) §§416 and 427.

28. Defendants, individually and/or collectively, had superior knowledge of the defects which existed on the premises of the demolition project.

29. Defendants, individually and/or collectively knew or should have known that demolition work is extra hazardous, abnormally dangerous, and is the type of work which involves a special danger inherent or normal to the work, especially under the circumstances present.

30. Defendants were individually and/or collectively responsible for safely and appropriately completing the demolition and/or construction project at 2136-2138 Market Street.

31. The responsibility of Defendants included among other things the inspection, supervision, and retention of competent and skilled contractors, workmen, architects, engineers, and/or other agents.

32. Defendants were responsible for ensuring that the required and necessary equipment was used for the demolition project and that the demolition project complied with all applicable safety and building standards, codes, rules and regulations, but despite this, the Defendants violated this responsibility.

33. As a direct and factual result of Defendants', individual and/or collective negligent, careless, reckless, or ultrahazardous acts, Plaintiff suffered serious and permanent injuries requiring hospitalization and medical treatment, including but not

limited to: injuries to her head, back, shoulder, both knees, both elbows, neck as well as abrasions, contusions, lacerations, stress, anxiety, post traumatic stress and flashbacks and other injuries, all or some of which are serious and permanent in nature, required medical attention, caused her to suffer great pain and may cause her to suffer great pain, damages, potential lost wages and medical expenses in the future, all of which she claims herein.

34. As a direct and factual result of Defendants', individual and/or collective negligent, careless, and reckless acts, Plaintiff may require additional medical treatment in the future, and may develop future painful conditions in the future.

35. As a result of the aforementioned injuries, Plaintiff has been and will in the future be unable to attend to her daily and usual duties and occupations much to her great financial detriment and loss, which she may continue to suffer same for an indefinite amount of time in the future.

36. Further, Plaintiff has sustained severe shock to her nervous system, loss of life's pleasures, great physical pain and mental anguish, all of which may and in all likelihood will continue for an indefinite time in the future.

37. As a result of the aforesaid accident, Plaintiff may suffer a loss of earnings in the past and a potential permanent and diminished loss of her present and future earning capacity, all of which she claims herein.

38. As a further result of the aforesaid injuries, Plaintiff has incurred and will continue to incur obligations for medical treatment and other expenses as a result of the aforesaid accident.

39. The injuries, damages and losses suffered by Plaintiff were caused, jointly and severally, by the negligence, carelessness, and recklessness of the Defendants, and were in no way caused by an act or failure to act by Plaintiff.

**COUNT I - NEGLIGENCE**  
**PLAINTIFF V. ROBERT BASCIANO AND STB INVESTMENTS CORPORATION**

40. Plaintiff incorporates by reference each and every allegation set forth above.

41. At all times relevant hereto, Defendants, Robert Basciano and STB Investments Corporation, individually and/or collectively, retained possession and/or control over the premises located at 2136-2138 Market Street, including the demolition work on the premises.

42. At all times relevant hereto, Defendants, individually and/or collectively provided orders or directions to the contractors or workmen who were retained to perform the demolition project.

43. At all times relevant hereto, Defendants, individually and/or collectively, knew or should have known that given the circumstances, the demolition project was extra hazardous, abnormally dangerous, and/or involved a special danger inherent in or normal to the work.

44. At all times relevant hereto, Defendants, individually and/or collectively, retained, hired, contracted, and/or controlled the means and manner which its employees, contractors, workmen, or agents performed construction or demolition work on the premises located at 2136-2138 Market Street.

45. At all times relevant hereto, Defendants, individually and/or collectively, negligently, carelessly, and recklessly acted and/or failed to act through their respective agents, servants, employees, contractors, agents and/or workmen, and such acts and/or omissions were within the course and scope of Defendants' business and were under Defendants' control and direction and/or with the Defendants' authority.

46. Defendants, individually and/or collectively had superior knowledge of the defects which existed and/or were created on the premises of the demolition project.

47. Despite these obligations and responsibilities, the aforementioned Defendants negligently, carelessly and recklessly hired incompetent and unskilled contractors and workmen to perform construction and/or demolition services at 2136-2138 Market Street.

48. Defendants, individually and/or collectively, created and/or permitted dangerous, defective, and/or ultrahazardous conditions to exist by virtue of their negligent, careless, and reckless conduct specifically the inappropriate, unsafe, ultrahazardous, and reckless demolition of the structures located at 2136-2138 Market Street.

49. Defendants knew or should have known not to use heavy equipment to demolish a building adjacent to an open business, and Defendants knew or should have known that the demolition should have been done by hand.

50. Defendants did not take reasonable and timely measures to appropriately and safely correct and/or repair and/or supervise the unreasonably dangerous and defective conditions, and/or to protect those lawfully in the vicinity of the demolition



project against the unreasonably dangerous conditions which Defendants created and/or permitted to exist.

51. Prior to June 5, 2013, Defendants, individually and/or collectively, had actual and/or constructive knowledge of the dangerous conditions of the demolition project, yet Defendants failed to take remedial measures (i.e., demolish by hand, providing adequate bracing or shoring, retaining competent contractors and/or workmen) in a timely manner to ensure that the demolition project would be safely and properly completed.

52. Defendants acted negligently, carelessly, and recklessly by amongst other things:

- a. Improperly planning, designing, and/or performing the demolition of the structures located at 2136-2138 Market Street;
- b. Failing to identify dangerous conditions on the demolition project;
- c. Failing to perform the demolition by hand;
- d. Failing to supervise the demolition project despite having superior knowledge of the risks and dangers associated with demolition projects;
- e. Supervising and/or retaining individuals to perform demolition work which is inherently dangerous, extra hazardous, abnormally dangerous, and creates a peculiar risk;
- f. Failing to appropriately brace or shore the structures which were being demolished;
- g. Creating dangerous and hazardous conditions on the demolition project;
- h. Failing to use appropriate and adequate demolition equipment;
- i. Failing to use appropriate and adequate demolition methods and techniques;
- j. Permitting dangerous and hazardous conditions to exist on the demolition project;

- k. Hiring, retaining, and/or supervising incompetent, intoxicated, impaired, or unskilled contractors and workmen;
- l. Hiring or retaining contractors or workmen who were impaired while performing work on the demolition project;
- m. Failing to obtain an appropriate and adequate engineering survey for the demolition project;
- n. Failing to inspect the property at 2136-2138 Market Street before and/or during demolition work;
- o. Failing to repair, correct, replace or guard the demolition project from surrounding area;
- p. Failing to adequately maintain the property where the demolition project was conducted;
- q. Failing to warn those lawfully on the premises of businesses in the immediate vicinity of the demolition work, such as Plaintiff, of the dangers posed by Defendants demolition work;
- r. Failing to act as reasonable and prudent property owners, contractors, or repairmen;
- s. Failing to ensure that the demolition work was performed in the manner required by the Pennsylvania and City of Philadelphia Building Codes;
- t. Causing or permitting a nuisance to exist on the demolition project;
- u. Failing to take proper measures to warn or guard the location of the accident;
- v. Failing to ensure the highest degree of care was used when during the demolition work, an inherently dangerous activity;
- w. Failing to barricade the area; and
- x. Failing to ensure the demolition work was performed in accordance with all applicable federal and state laws, rules and regulations.

53. Defendants knew or should have known that the demolition project created peculiar risks creating a recognizable danger arising out of the work itself.

54. Defendants knew or should have known that a negligently, carelessly, and/or recklessly planned, designed, and/or performed demolition project could result in death or serious injuries to individuals in the nearby vicinity of the project, including adjacent buildings.

55. Despite this knowledge, Defendants' conduct, which is detailed at length above, and incorporated by reference, constituted reckless indifference to the rights of others, including Plaintiff.

56. Due to Defendants' outrageous conduct, and because of Defendants' reckless indifference to the rights of others, Plaintiff hereby demands punitive damages from Defendants in accordance with Pennsylvania law.

57. Punitive damages are necessary here in order to punish Defendants for their reckless conduct and to deter them and others like them from similar conduct in the future.

58. The Defendants' actions and/or omissions were committed with reckless disregard for the safety of others, thereby justifying punitive damages.

59. As a direct result of the negligence, carelessness, and recklessness of Defendants, Plaintiff has suffered the damages detailed at length above which are incorporated herein by reference in their entirety.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with, punitive damages, costs, fees, and such other relief this Court deems appropriate.

**COUNT II – NEGLIGENT HIRING, SUPERVISION, AND RETENTION**  
**PLAINTIFF V. ROBERT BASCIANO AND STB INVESTMENTS CORPORATION**

60. Plaintiff incorporates by reference herein each and every allegation set forth above.

61. Defendants, Robert Basciano and STB Investments Corporation, individually and/or collectively paid a contractor a mere \$10,000 for the demolition project despite knowing that a competent and skilled contractor would have charged significantly more than this amount to properly complete the demolition project.

62. Defendants, Robert Basciano and STB Investments Corporation knowingly placed the safety of the public at risk in order to complete the demolition project as cheaply as possible.

63. For the reasons set forth above, Defendants were negligent, careless, and reckless in hiring, supervising, and selecting, Defendants, Griffin Campbell Construction, Nicetown House Development Corporation, and Griffin T. Campbell, Plato Studio, Plato Marinakos, Jr. and their employees, all or some of whom were incompetent and unskilled to perform demolition work in connection with the aforementioned demolition project, including but not limited to Sean Benschop.

64. Defendants knew or should have known that Defendants, Griffin Campbell Construction, Nicetown House Development Corporation, and Griffin T. Campbell, Plato Studio, and Plato Marinakos, Jr. and their employees possessed certain characteristics, propensities, and/or engaged in behavior or conduct that rendered them unfit or incompetent to perform demolition work on behalf of Defendants.

65. The negligent, careless, and reckless acts of Defendants, include but are not limited to:

- a. Selecting a contractor who was to be paid a grossly inadequate sum to complete the work, an obvious indicator of the contractor's incompetence;
- b. Hiring incompetent or unskilled employees, contractors, workmen, or agents;
- c. Hiring employees, contractors, workmen, or agents who did not have adequate and appropriate knowledge of proper demolition protocol and procedures;
- d. Hiring employees, contractors, workmen, or agents who lack the required training and licenses to perform demolition work;
- e. Hiring employees, contractors, workmen or agents who were used and/or were under the influence of drugs in the work-place;
- f. Hiring employees, contractors, and/or workmen to operate heavy equipment who had known histories of drug use and criminal conduct;
- g. Failing to perform background checks on employees, contractors, and agents;
- h. Failing to supervise their employees, contractors, workmen or agents;
- i. Failing to train their employees, contractors, workmen or agents;
- j. Negligently retaining incompetent or unskilled contractors, workmen, or agents;
- k. Failing to ensure that their employees who were working on the demolition project had adequate and appropriate knowledge of proper demolition protocol and procedures, including shoring and coupling;
- l. Permitting an unskilled and incompetent individual to operate heavy equipment under the influence of drugs;
- m. Failing to ensure that its employees, agents, workmen, and contractors were not under the influence of drugs while performing demolition work;

- n. Failing to supervise the work of its employees, agents, workmen, and contractors to ensure the demolition work was safely and appropriately completed;
- o. Permitting the demolition work to continue despite knowledge that safety procedures and policies were being violated and/or disregarded;
- p. Permitting individuals to operate heavy equipment with a known history of substance abuse; and
- q. Failing to act as a prudent landowner.

66. Defendants knew or should have known that negligently, carelessly, and/or recklessly hiring, selecting, and/or failing to supervise incompetent and unskilled employees, contractors, and workmen could result in death or serious injuries to individuals in the nearby vicinity of the project.

67. Despite this knowledge, Defendants acted with reckless indifference to the safety of others by hiring, selecting, retaining, and failing to supervise incompetent and unskilled employees, workmen, contractors, or agents.

68. Due to Defendants' outrageous conduct, and because of Defendants' reckless indifference to the rights of others, Plaintiff hereby demands punitive damages from Defendants in accordance with Pennsylvania law.

69. Punitive damages are necessary here in order to punish Defendants for their reckless conduct and to deter them and others like them from similar conduct in the future.

70. The Defendants' actions and/or omissions were committed with reckless disregard for the safety of others, thereby justifying punitive damages.

71. As a direct result of the negligence, carelessness, and recklessness of Defendants, Plaintiff has suffered the damages detailed at length above which are incorporated herein by reference in their entirety.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with, punitive damages, costs, fees, and such other relief this Court deems appropriate.

**COUNT III – STRICT LIABILITY**  
**PLAINTIFF V. RICHARD BASCIANO,**  
**STB INVESTMENTS CORPORATION, GRIFFIN CAMPBELL CONSTRUCTION,**  
**NICETOWN HOUSE DEVELOPMENT, AND GRIFFIN T. CAMPBELL**

72. Plaintiff hereby incorporates by reference the allegations set forth above.

73. At all times relevant hereto, Defendants were carrying on demolition activities, an abnormally dangerous and/or ultrahazardous activity under Pennsylvania law.

74. At all times relevant hereto, Defendants knew or should have known that the demolition activities which are identified herein created a foreseeable and highly significant risk of physical harm even when reasonable care is exercised by all actors.

75. At all times relevant hereto, Defendants knew or should have known of their inability to eliminate the risk of harm to Plaintiff and the world at large associated with the aforementioned demolition project.

76. As such, Defendants were required by law to use the highest degree of care to avoid injuries to everyone who may be lawfully in the area of said demolition activities.

77. Despite the existence of said duty, Defendants negligently, carelessly, and recklessly hired, retained, and/or supervised incompetent and unskilled employees, contractors, and workmen.

78. Defendants failed to use due care, let alone the highest degree of care, and therefore are liable and responsible for Plaintiff's injuries and damages.

79. Pursuant to the Restatement of Torts (Second) §§519-520 and/or Restatement of Torts (Third) §20, as a result of carrying on an abnormally dangerous activity, Defendants are strictly liable for all injuries and damages caused by the abnormally dangerous and ultrahazardous activity.

80. The abnormally dangerous and ultrahazardous activities carried on by Defendants were a factual cause Plaintiff's injuries and damages, as more fully described above and incorporated herein by reference.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with, punitive damages, costs, fees, and such other relief this Court deems appropriate.

**COUNT IV - NEGLIGENCE**  
**PLAINTIFF V. GRIFFIN CAMPBELL CONSTRUCTION, NICETOWN HOUSE**  
**DEVELOPMENT, AND GRIFFIN T. CAMPBELL**

81. At all times relevant hereto, Defendants, Griffin T. Campbell, Griffin Campbell Construction, Nicetown House Development, including Sean Benschop, a/k/a Kary Roberts, individually and/or collectively negligently, carelessly, and recklessly acted and/or failed to act through their respective agents, servants, employees, contractors, and/or workmen, and such acts and/or omissions were within the course and scope of Defendants' business



and were under the Defendants direction and control and/or with the Defendants' authority.

82. At all times relevant hereto, the aforementioned Defendants were retained to perform demolition services at 2136-2138 Market Street.

83. Defendants, individually and/or collectively, created and/or permitted dangerous, defective, and/or ultrahazardous conditions to exist by virtue of their negligent, careless, and reckless demolition of the structures located at 2136-2138 Market Street.

84. Prior to June 5, 2013, Defendants, individually and/or collectively had actual and/or constructive knowledge of the dangerous conditions of the demolition project, yet Defendants failed to take remedial measures (i.e. providing adequate bracing, retaining competent contractors and/or workmen, performing an adequate and appropriate engineering survey) in a timely manner to ensure that the demolition project would be safely and properly completed.

85. Defendants acted negligently, carelessly, and recklessly by amongst other things:

- a. Improperly planning, designing, or performing the demolition of the structures located at 2136-2138 Market Street;
- b. Failing to identify dangerous conditions on demolition project;
- c. Using heavy equipment to demolish a building adjacent to an open business instead of demolishing the building from the top down by hand;
- d. Creating dangerous and hazardous conditions on the demolition project;
- e. Failing to appropriately brace or shore the structures which were being demolished;

- f. Failing to use appropriate and adequate demolition equipment;
- g. Failing to use appropriate means and methods for the demolition;
- h. Hiring or retaining employees, contractors, or workmen who were impaired while performing work on the demolition project;
- i. Failing to obtain an engineering survey for the demolition project;
- j. Failing to obtain an appropriate and adequate engineering survey for the demolition project;
- k. Failing to inspect the property at 2136-2138 Market Street before and during the performance of demolition work;
- l. Failing to repair, correct, replace or guard the demolition project from surrounding area;
- m. Failing to adequately maintain the property where the demolition project was conducted;
- n. Failing to warn those lawfully on the premises of businesses in the immediate vicinity of the demolition work, such as Plaintiff, of the dangers posed by Defendants' demolition work;
- o. Failing to act as reasonable and prudent contractors and/or repairmen;
- p. Failing to conduct the demolition work in the manner required by the Pennsylvania and City of Philadelphia Building Codes;
- q. Causing or permitting a nuisance to exist on the demolition project;
- r. Failing to take proper measures to warn or guard the location of the accident;
- s. Failing to use the highest degree of care when conducting demolition work, an inherently dangerous, abnormally dangerous, extra hazardous activity;
- t. Permitting dangerous and hazardous conditions to exist on the demolition project;
- u. Failing to barricade the area;

- v. Failing to perform the demolition work or maintain the area where the demolition work was performed in accordance with all applicable federal and state laws, rules and regulations; and
- w. Hiring, retaining, and/or supervising incompetent, intoxicated, impaired, or unskilled employees, contractors, independent contractors, workmen, and agents;

86. Defendants knew or should have known that the demolition project created peculiar risks creating a recognizable danger arising out of the work itself.

87. Defendants knew or should have known that their reckless acts and omissions which are identified above could result in death or serious injuries to individuals in the immediate vicinity of the demolition project.

88. Despite this knowledge, Defendants' conduct which is detailed at length above, and incorporated by reference, constituted reckless indifference to the rights of others, including Plaintiff.

89. Due to Defendants' outrageous conduct, and because of Defendants' reckless indifference to the rights of others, Plaintiff hereby demands punitive damages from Defendants in accordance with Pennsylvania law.

90. Punitive damages are necessary here in order to punish Defendants for their reckless conduct and to deter them and others like them from similar conduct in the future.

91. The Defendants' actions and/or omissions were committed with reckless disregard for the safety of others, thereby justifying punitive damages.

92. The conduct of Defendants' employee, Sean Benschop was highly reckless and outrageous, and Defendants are vicariously liable for punitive damages based on Mr. Benschop's actions.

93. As a direct result of the negligence, carelessness, and recklessness of Defendants, Plaintiff has suffered the damages detailed at length above which are incorporated herein by reference in their entirety.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with, punitive damages, costs, fees, and such other relief this Court deems appropriate.

**COUNT V – NEGLIGENT HIRING, SUPERVISION, AND SELECTION**  
**PLAINTIFF V. GRIFFIN CAMPBELL CONSTRUCTION, NICETOWN HOUSE**  
**DEVELOPMENT, AND GRIFFIN T. CAMPBELL**

94. Plaintiff incorporates by reference herein each and every allegation set forth above.

95. For the reasons set forth above, Defendants were negligent, careless, and reckless in employing, retaining, and selecting Sean Benschop, a/k/a Kary Roberts, an incompetent and unskilled worker, as well as, other unskilled and incompetent workmen, employees, contractors, or agents, currently known to Defendants and unknown to Plaintiff, to perform dangerous demolition work adjacent to an active retail store, in connection with the aforementioned demolition project.

96. Defendants knew or should have known that its workers, including Defendant Benschop possessed certain characteristics, propensities, and/or engaged in behavior or conduct that rendered said workers unfit or incompetent to perform dangerous demolition work and the operation of heavy equipment on behalf of Defendants.

97. Defendants negligent, careless, and reckless acts include but are not limited to:

- a. Hiring incompetent or unskilled employees, contractors, workmen, or agents;
- b. Hiring employees, contractors, workmen, or agents who did not have adequate and appropriate knowledge of proper demolition protocol and procedures;
- c. Hiring employees, contractors, workmen, or agents who lack the required training and licenses to perform demolition work;
- d. Hiring employees, contractors, workmen or agents who were used and/or were under the influence of drugs in the work-place;
- e. Hiring employees, contractors, and/or workmen to operate heavy equipment who had known histories of drug use and criminal conduct;
- f. Failing to perform background checks on employees, contractors, and agents;
- g. Failing to supervise their employees, contractors, workmen or agents;
- h. Failing to train their employees, contractors, workmen or agents;
- i. Negligently retaining incompetent or unskilled contractors, workmen, or agents;
- j. Failing to ensure that their employees who were working on the demolition project had adequate and appropriate knowledge of proper demolition protocol and procedures, including shoring, bracing, coupling;
- k. Permitting an unskilled and incompetent individual to operate heavy equipment under the influence of drugs;
- l. Failing to ensure that its employees, agents, workmen, and/or contractors were not under the influence of drugs while performing demolition work;
- m. Failing to supervise the work of its employees, agents, workmen, and/or contractors, to ensure the demolition work was safely and appropriately completed;
- n. Permitting the demolition work to continue despite knowledge that safety procedures and policies were being violated and/or disregarded;
- o. Permitting individuals to operate heavy equipment with a known history of substance abuse; and

p. Failing to act as a prudent employer.

98. Defendants knew or should have known that negligently, carelessly, and/or recklessly hiring incompetent and unskilled employees, workmen, contractors, or agents to perform demolition work could result in death or serious injuries to individuals in the nearby vicinity of the project.

99. Despite this knowledge, Defendants acted with reckless indifference to the safety of others by hiring incompetent and unskilled employees, workmen, contractors, or agents.

100. Due to Defendants' outrageous conduct, and because of Defendants' reckless indifference to the rights of others, Plaintiff hereby demands punitive damages from Defendants in accordance with Pennsylvania law.

101. Punitive damages are necessary here in order to punish Defendants for their reckless conduct and to deter them and others like them from similar conduct in the future.

102. The Defendants' actions and/or omissions were committed with reckless disregard for the safety of others, thereby justifying punitive damages.

103. As a direct result of the negligence, carelessness, and recklessness of Defendants, Plaintiff has suffered the damages detailed at length above which are incorporated herein by reference in their entirety.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with, punitive damages, costs, fees, and such other relief this Court deems appropriate.

**COUNT VI – NEGLIGENCE**  
**PLAINTIFF V. THE INCORPORATED TRUSTEES OF THE SALVATION**  
**ARMY IN PENNSYLVANIA, THE SALVATION ARMY IN PENNSYLVANIA,**  
**AND THE SALVATION ARMY**

104. Plaintiff incorporates by reference herein each and every allegation set forth above.

105. Defendants held their store open to the public for business purposes, and thus owed the patrons including Plaintiff, the highest duty of care.

106. At all times relevant hereto, Plaintiff was an invitee on Defendants property and was entitled to highest degree of care for her health and safety.

107. At all times relevant hereto, the aforementioned Defendants knew or should have known of the dangerous and defective condition of the premises of its retail store located at 2140 Market Street caused by the adjoining unsafe demolition project.

108. Specifically, before the incident of June 5, 2013, Defendants knew or should have known that the demolition project created a huge crack in the walls of the structure of its retail store, permitting one to see daylight through the crack from inside the store.

109. Defendants knew or should have known that the “huge crack” in the wall of the structure of its retail store created a hazardous, dangerous, and defective condition on the premises of its store and made the building unsafe.

110. Despite knowledge of the defect on the Premises, Defendants negligently, carelessly and recklessly continued to operate its retail store located at 2140 Market Street for weeks during the demolition project, including the date of Plaintiff’s incident.

111. Defendants knew or should have known that its continued operation of its retail store which had previously been structurally damaged by the demolition work could result in death or serious injuries to individuals on the Premises of its retail store.

112. Despite this knowledge, Defendants acted with reckless indifference to the safety of others by continuing to operate its retail store during the demolition project.

113. Defendants did not take reasonable and timely measures to appropriately correct and/or repair and/or warn the authorities of the unreasonably dangerous and defective conditions caused by the demolition, or to warn those lawfully on the Premises about the unreasonably dangerous conditions which Defendants permitted to exist. Nor did Defendants close the store.

114. Defendants' acts and/or omissions were negligent, careless, and reckless, including:

- a. Continuing to operate its store during the demolition project despite actual and/or constructive notice of a dangerous and/or defective condition of the Premises;
- b. Failing to inspect the premises;
- c. Failing to warn those on the Premises of the dangerous condition on the Premises;
- d. Causing or permitting a nuisance to exist on the Premises;
- e. Failing to warn those lawfully on the Premises, such as Plaintiff, of the dangers posed by Defendants demolition work;
- f. Failing to act as a prudent landowner and/or retailer;
- g. Failing to identify a dangerous condition on the Premises; and
- h. Operating a retail store despite it being structurally unsafe and unsound.



115. As a direct result of the negligence, carelessness, and recklessness of Defendants, Plaintiff has suffered the damages detailed at length above which are incorporated herein by reference in their entirety.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with costs, fees, and such other relief this Court deems appropriate.

**COUNT VII - NEGLIGENCE**  
**PLAINTIFF V. PLATO STUDIO AND PLATO MARINAKOS, JR.**

116. Defendants, Plato Studio and Plato Marinakos, Jr. applied for and obtained the demolition permits for the demolition of the premises located at 2136-21638 Market Street.

117. At all times relevant hereto, Defendants, Plato Studio and Plato Marinakos, Jr. individually and/or collectively negligently, carelessly, and recklessly acted and/or failed to act through their respective agents, servants, employees, contractors, and/or workmen, and such acts and/or omissions were within the course and scope of Defendants' business and were under the Defendants direction and control and/or with the Defendants' authority.

118. At all times relevant hereto, the aforementioned Defendants were retained to perform construction, demolition, or architectural services at 2136-2138 Market Street.

119. Defendants, individually and/or collectively, created and/or permitted dangerous, defective, and/or ultrahazardous conditions to exist by virtue of their negligent, careless, and reckless demolition of the structures located at 2136-2138 Market Street.

120. Defendants, individually and/or collectively knew or should have known that \$10,000.00 was a grossly inadequate sum to competently and appropriately complete the demolition project.

121. Prior to June 5, 2013, Defendants, individually and/or collectively had actual and/or constructive knowledge of the dangerous conditions of the demolition project, yet Defendants failed to take remedial measures (i.e. providing adequate bracing, retaining competent contractors and/or workmen) in a timely manner to ensure that the demolition project would be safely and properly completed.

122. Defendants acted negligently, carelessly, and recklessly by amongst other things:

- a. Improperly planning, designing, or performing the demolition of the structures located at 2136-2138 Market Street;
- b. Failing to identify dangerous conditions on demolition project;
- c. Creating dangerous and hazardous conditions on the demolition project;
- d. Failing to appropriately brace or shore the structures which were being demolished;
- e. Failing to use appropriate and adequate demolition equipment;
- f. Failing to use appropriate means and methods for the demolition;
- g. Hiring or retaining employees, contractors, independent contractors, agents, or workmen who were impaired while performing work on the demolition project;
- h. Failing to obtain an engineering survey for the demolition project;
- i. Failing to obtain an appropriate and adequate engineering survey for the demolition project;

- j. Failing to inspect the property at 2136-2138 Market Street before performing demolition work;
- k. Failing to repair, correct, replace or guard the demolition project from surrounding area;
- l. Failing to adequately maintain the property where the demolition project was conducted;
- m. Failing to warn those lawfully on the premises of businesses in the immediate vicinity of the demolition work, such as Plaintiff, of the dangers posed by Defendants demolition work;
- n. Failing to act as reasonable and prudent contractors and/or repairmen;
- o. Failing to conduct the demolition work in the manner required by the Pennsylvania and City of Philadelphia Building Codes;
- p. Causing or permitting a nuisance to exist on the demolition project;
- q. Failing to take proper measures to warn or guard the location of the accident;
- r. Failing to use the highest degree of care when conducting demolition work, an inherently dangerous activity;
- s. Permitting dangerous and hazardous conditions to exist on the demolition project;
- t. Failing to barricade the area;
- u. Failing to perform the demolition work or maintain the area where the demolition work was performed in accordance with all applicable federal and state laws, rules and regulations;
- v. Hiring, retaining, and/or supervising incompetent, intoxicated or unskilled employees, contractors, independent contractors, workmen, and agents; and
- w. Obtaining the demolition permit without performing an adequate background check on the demolition contractor and/or its employees.

123. Defendants knew or should have known that the demolition project created peculiar risks creating a recognizable danger arising out of the work itself.

124. Defendants knew or should have known that their reckless acts and omissions which are identified above could result in death or serious injuries to individuals in the immediate vicinity of the demolition project.

125. Despite this knowledge, Defendants' conduct which is detailed at length above, and incorporated by reference, constituted reckless indifference to the rights of others, including Plaintiff.

126. Due to Defendants' outrageous conduct, and because of Defendants' reckless indifference to the rights of others, Plaintiff hereby demands punitive damages from Defendants in accordance with Pennsylvania law.

127. Punitive damages are necessary here in order to punish Defendants for their reckless conduct and to deter them and others like them from similar conduct in the future.

128. The Defendants' actions and/or omissions were committed with reckless disregard for the safety of others, thereby justifying punitive damages.

129. As a direct result of the negligence, carelessness, and recklessness of Defendants, Plaintiff has suffered the damages detailed at length above which are incorporated herein by reference in their entirety.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with, punitive damages, costs, fees, and such other relief this Court deems appropriate.

**COUNT VIII – NEGLIGENT HIRING, SUPERVISION, AND SELECTION**  
**PLAINTIFF V. PLATO STUDIO AND PLATO MARINAKOS, JR.**

130. Plaintiff incorporates by reference herein each and every allegation set forth above.

131. For the reasons set forth above, Defendants were negligent, careless, and reckless in employing, retaining, and selecting unskilled and incompetent workmen, employees, contractors, or agents, currently known to Defendants and unknown to Plaintiff, to perform dangerous demolition work adjacent to an active retail store, in connection with the aforementioned demolition project.

132. Defendants knew or should have known that its workers, including Defendant Benschop possessed certain characteristics, propensities, and/or engaged in behavior or conduct that rendered said workers unfit or incompetent to perform dangerous demolition work and the operation of heavy equipment on behalf of Defendants.

133. Defendants negligent, careless, and reckless acts include but are not limited to:

- a. Hiring incompetent or unskilled employees, contractors, workmen, or agents;
- b. Hiring employees, contractors, workmen, or agents who did not have adequate and appropriate knowledge of proper demolition protocol and procedures;
- c. Hiring employees, contractors, workmen, or agents who lack the required training and licenses to perform demolition work;
- d. Hiring employees, contractors, workmen or agents who were used and/or were under the influence of drugs in the work-place;
- e. Hiring employees, contractors, and/or workmen to operate heavy equipment who had known histories of drug use and criminal conduct;

- f. Failing to perform background checks on employees, contractors, independent contractors, and agents;
- g. Failing to supervise their employees, contractors, workmen or agents;
- h. Failing to train their employees, contractors, workmen or agents;
- i. Negligently retaining incompetent or unskilled contractors, workmen, or agents;
- j. Failing to ensure that their employees who were working on the demolition project had adequate and appropriate knowledge of proper demolition protocol and procedures, including shoring, bracing, coupling;
- k. Permitting an unskilled and incompetent individual to operate heavy equipment under the influence of drugs;
- l. Failing to ensure that its employees, agents, workmen, contractors, were not under the influence of drugs while performing demolition work;
- m. Failing to supervise the work of its employees, agents, workmen, or contractors, to ensure the demolition work was safely and appropriately completed;
- n. Permitting the demolition work to continue despite knowledge that safety procedures and policies were being violated and/or disregarded;
- o. Permitting individuals to operate heavy equipment with a known history of substance abuse;
- p. Failing to act as a prudent contractor; and
- q. Obtaining the demolition permit for an incompetent and unskilled contractor.

134. Defendants knew or should have known that negligently, carelessly, and/or recklessly hiring incompetent and unskilled employees, workmen, contractors, or agents to perform demolition work would result in death or serious injuries to individuals in the nearby vicinity of the project.

135. Despite this knowledge, Defendants acted with reckless indifference to the safety of others by hiring incompetent and unskilled employees, workmen, contractors, or agents.

136. Due to Defendants' outrageous conduct, and because of Defendants' reckless indifference to the rights of others, Plaintiff hereby demands punitive damages from Defendants in accordance with Pennsylvania law.

137. Punitive damages are necessary here in order to punish Defendants for their reckless conduct and to deter them and others like them from similar conduct in the future.

138. The Defendants' actions and/or omissions were committed with reckless disregard for the safety of others, thereby justifying punitive damages.

139. As a direct result of the negligence, carelessness, and recklessness of Defendants, Plaintiff has suffered the damages detailed at length above which are incorporated herein by reference in their entirety.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with, punitive damages, costs, fees, and such other relief this Court deems appropriate.

**COUNT IX – LOSS OF CONSORTIUM**  
**STANLEY BALL V. ALL DEFENDANTS**

140. Plaintiff hereby fully incorporates by reference hereto each and every allegation set forth above.

141. At all times relevant hereto, Plaintiff, Stanley Ball was the lawful husband of Plaintiff, Shirley Ball.

142. By reason of the aforesaid acts and/or omissions of negligence and carelessness of Defendants, Plaintiff, Stanley Ball has been deprived of the society, comfort, companionship and services of Plaintiff, Shirley Ball, and such deprivation will continue in the future, all of which has been and will continue to be to his financial and emotional detriment and loss.

143. By reason of the aforesaid acts and/or omissions of negligence and carelessness of Defendants, Plaintiff, Stanley Ball, has incurred and/or may incur various expenses and may in the future be obliged to spend various sums for medicine and medical treatment in an attempt to treat his wife, Shirley Ball.

**WHEREFORE**, Plaintiff, demands judgment against Defendants, jointly and severally, in an amount in excess of \$50,000.00, together with costs, fees, and such other relief this Court deems appropriate.

**GOLKOW HESSEL, LLC**


BY: s/James D. Golkow, Esquire  
James D. Golkow, Esquire  
Ramon A. Arreola, Esquire  
Attorneys for Plaintiff

Dated: June 11, 2013



**VERIFICATION**

I, Shirley Ball, hereby state that I am Plaintiff in the foregoing action, and hereby verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
**SHIRLEY BALL**

**VERIFICATION**

I, Stanley Ball, hereby state that I am Plaintiff in the foregoing action, and hereby verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
**STANLEY BALL**