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E.O., a minor, by his parents & natural guardians, JACE & NANCY OLIVERSON

Court of Common Pleas  
Philadelphia County

v.

September Term, 2022

LITTLE LEAGUE BASEBALL INC. and JOHN SAVOY & SON, INC. d/b/a SAVOY CONTRACT FURNITURE

No. 839

### **PLAINTIFF'S COMPLAINT**

#### **NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in 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 or 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]. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PHILADELPHIA BAR ASSOCIATION  
LAWYER REFERRAL AND INFORMATION SERVICE  
One Reading Center  
Philadelphia, Pennsylvania 19107  
Telephone: 215-238-1701

#### **AVISO DE DEFENDER**

Le han demandado en corte. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y el aviso es servido, incorporando un aspecto escrito personalmente o por el abogado y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted. Le advierten que si usted no puede hacer así que el caso puede proceder sin usted y un juicio puede ser nentered contra usted por la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otra demanda o relevación pedida por el demandante. Usted puede perder el dinero o la característica u otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE Un ABOGADO, VAYA A O LLAME POR TELÉFONO La OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER De USTED La INFORMACIÓN SOBRE EMPLEAR A un ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE A un ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURÍDICOS de la OFERTA de MAYO A LAS PERSONAS ELEGIBLES EN Un HONORARIO REDUCIDO O NINGÚN HONORARIO.

ASOCIACIÓN DE LA BARRA DE PHILADELPHIA  
REMISIÓN DEL ABOGADO Y SERVICIO INFORMATIVO  
Un Centro De Lectura  
Philadelphia, Pennsylvania 19107  
Teléfono: 215-238-1701

## **PLAINTIFF'S COMPLAINT**

1. Plaintiff, E.O., is a minor who resides at 1951 West 510 North in Saint George, Utah, with his parents and natural guardians, Jace and Nancy Oliverson.
2. At all times relevant hereto, Jace and Nancy Oliverson are and were the parents and natural guardians of E.O.
3. Defendant, John Savoy & Son, Inc. d/b/a Savoy Contract Furniture (hereinafter "Savoy"), is a Pennsylvania corporation who, at all times relevant hereto, maintained a principal place of business at 300 Howard Street in Williamsport, Pennsylvania.
4. At all times relevant hereto, Savoy regularly, continuously, and systematically conducts business in the County and City of Philadelphia.
5. Defendant, Little League Baseball Inc. (hereinafter "Little League"), is a New York corporation who, at all times relevant hereto, maintained a principal place of business at 348 Williams Street in Williamsport, Pennsylvania.
6. At all times relevant hereto, Little League regularly, continuously, and systematically conducted business in the County and City of Philadelphia.
7. At all times relevant hereto, Little League is and was registered to do business in the Commonwealth of Pennsylvania.
8. At all times relevant hereto, Savoy and Little League acted through their agents, workmen, employees, and/or servants, acting within the course and scope of their employment.
9. At all times relevant hereto and prior to the date of the incident, Savoy was in the business of providing dorm furniture to the Little League, including the bunk beds in issue, *inter alia*.

10. At all times relevant hereto and prior to the date of the incident, Savoy was in the business of designing, manufacturing, distributing, marketing, and/or selling bunk beds.
11. Specifically, Savoy designed, manufactured, distributed, marketed, and/or sold the bunk beds in issue.
12. The bunk beds designed, manufactured, distributed, marketed, and/or sold by Savoy were dangerous and defective.
13. The bunk beds designed, manufactured, distributed, marketed, and/or sold by Savoy did cause significant and permanent injuries to E.O.
14. At all times relevant hereto, Savoy was the designer, manufacturer, distributor, marketer, and/or seller of the bunk beds in issue and placed the same into the stream of commerce.
15. Savoy designed, manufactured, distributed, marketed, and/or sold the bunk beds in a dangerous and defective condition in that they did not contain every element necessary to make them safe for their intended use.
16. The bunk beds did not meet the expectations of the reasonable consumer.
17. On August 15, 2022, EO was in the bed when he fell and was hurt because of the design and condition of the bed.
18. Little League was negligent for allowing the bed to exist in a dangerous condition, namely without rails, *inter alia*.
19. Defendants' actions contributed to E.O.'s fall.
20. Defendants' actions contributed to the injuries E.O. sustained.
21. As a direct result of the incident, E.O. was severely injured.
22. Defendants and their agents, workmen, employees, and/or servants, acted with a

reckless indifference to the rights of Plaintiffs and others similarly situated.

23. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, Plaintiffs sustained serious and permanent injuries, including internal bleeding among other injuries, some or all of which are permanent in nature.
24. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, E.O. will require in the future medical treatment for his injuries, which has caused him to incur medical bills currently outstanding and owed, with the necessity of additional treatment and bills in the future.
25. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, E.O., has suffered in the past and will continue to suffer in the future, aches, pains, trauma, contusions, humiliation, embarrassment, suffering, disfigurement, and/or inconvenience.

#### **COUNT I – NEGLIGENCE**

26. Plaintiff, incorporates, by reference, all preceding paragraphs as if set forth herein at length.
27. The aforementioned incident and subsequent injuries were caused by the negligence, carelessness, and recklessness of defendants and their agents, workmen, employees, and/or servants.
28. The negligence, carelessness, and recklessness of defendants and their agents,

workmen, employees, and/or servants includes:

- a. Failing to care for children;
- b. Allowing the bed to exist in a dangerous condition;
- c. Failing to inspect the bed;
- d. Failing to have rails on the bed;
- e. Failing to properly secure the bed;
- f. Allowing Plaintiff to fall;
- g. Failing to hire agents, workmen, employees, and/or servants who were fit for the positions for which they were hired;
- h. Failing to properly evaluate agents, workmen, employees, and/or servants for hire;
- i. Failing to properly train agents, workmen, employees, and/or servants;
- j. Failing to properly supervise agents, workmen, employees, and/or servants;
- k. Failing to properly conduct thorough and detailed background checks on agents, workmen, employees, and/or servants;
- l. Failing to ensure agents, workmen, employees, and/or servants had the proper certifications and licenses;
- m. Failing to maintain the proper certifications and licenses;
- n. Failing to timely fire, terminate, suspend, and/or otherwise discharge aid agents, workmen, employees, and/or servants who lacked the requisite skills to perform their jobs safely;
- o. Failing to adopt proper policies and procedures with regard to caring for and assisting elderly clients;
- p. Failing to follow policies and procedures;

- q. Otherwise negligent as a matter of law.
29. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, Plaintiff sustained serious and permanent injuries, including internal bleeding among other injuries, some or all of which are permanent in nature.
30. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, Plaintiff will require in the future medical treatment for his injuries, which has caused his to incur medical bills currently outstanding and owed, with the necessity of additional treatment and bills in the future.
31. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, Plaintiff has suffered in the past and will continue to suffer in the future, aches, pains, trauma, contusions, humiliation, embarrassment, suffering, disfigurement, and/or inconvenience.
32. The wrongful acts and/or omissions of defendants and their agents, workmen, employees, and/or servants, including Sodjie, described herein, were outrageous, egregious, willful and wanton, malicious, done with a conscious disregard and/or indifference to public safety, and to the safety of Plaintiff in particular, and in violation of the law and community standards of decency.

WHEREFORE, Plaintiff, demands judgment in his favor and against all defendants in an amount in excess of fifty thousand dollars (\$50,000.00) together with costs,

interest, compensatory, and punitive damages, and all other damages allowed by law.

**COUNT IV – STRICT LIABILITY**

33. Plaintiff, incorporates, by reference, all preceding paragraphs as if set forth herein at length.
34. The aforementioned incident and subsequent injuries were caused by the negligence, carelessness, and recklessness of defendants and their agents, workmen, employees, and/or servants.
35. The negligence, carelessness, and recklessness of defendants and their agents, workmen, employees, and/or servants includes:
  - r. Failing to care for children;
  - s. Allowing the bed to exist in a dangerous condition;
  - t. Failing to inspect the bed;
  - u. Failing to have rails on the bed;
  - v. Failing to properly secure the bed;
  - w. Allowing Plaintiff to fall;
  - x. Failing to hire agents, workmen, employees, and/or servants who were fit for the positions for which they were hired;
  - y. Failing to properly evaluate agents, workmen, employees, and/or servants for hire;
  - z. Failing to properly train agents, workmen, employees, and/or servants;
  - aa. Failing to properly supervise agents, workmen, employees, and/or servants;
  - bb. Failing to properly conduct thorough and detailed background checks on agents, workmen, employees, and/or servants;
  - cc. Failing to ensure agents, workmen, employees, and/or servants had the

proper certifications and licenses;

- dd. Failing to maintain the proper certifications and licenses;
  - ee. Failing to timely fire, terminate, suspend, and/or otherwise discharge aid agents, workmen, employees, and/or servants who lacked the requisite skills to perform their jobs safely;
  - ff. Failing to adopt proper policies and procedures with regard to caring for and assisting elderly clients;
  - gg. Failing to follow policies and procedures;
  - hh. Otherwise negligent as a matter of law.
36. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, Plaintiff sustained serious and permanent injuries, including internal bleeding among other injuries, some or all of which are permanent in nature.
37. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, Plaintiff will require in the future medical treatment for his injuries, which has caused his to incur medical bills currently outstanding and owed, with the necessity of additional treatment and bills in the future.
38. As a direct and proximate result of the aforementioned negligence, carelessness, and/or recklessness of the defendants, individually and by and through their agents, workmen, employees, and/or servants, Plaintiff has suffered in the past



and will continue to suffer in the future, aches, pains, trauma, contusions, humiliation, embarrassment, suffering, disfigurement, and/or inconvenience.

39. The wrongful acts and/or omissions of defendants and their agents, workmen, employees, and/or servants, including Sodjie, described herein, were outrageous, egregious, willful and wanton, malicious, done with a conscious disregard and/or indifference to public safety, and to the safety of Plaintiff in particular, and in violation of the law and community standards of decency.

WHEREFORE, Plaintiff, demands judgment in his favor and against all defendants in an amount in excess of fifty thousand dollars (\$50,000.00) together with costs, interest, compensatory, and punitive damages, and all other damages allowed by law.

DUFFY + FULGINITI

BY: \_\_\_\_\_

  
KEN FULGINITI, ESQUIRE  
SARAH F. DOOLEY, ESQUIRE  
Attorneys for Plaintiffs

DATE: September 16, 2022

**CERTIFICATE OF SERVICE**

I, Sarah F. Dooley, Esquire, do hereby certify that service of a true and correct copy of Plaintiffs' Complaint was made via MAIL to the parties

DUFFY + FULGINITI

BY:  \_\_\_\_\_

KEN FULGINITI, ESQUIRE  
SARAH F. DOOLEY, ESQUIRE  
Attorneys for Plaintiffs

DATE: September 16, 2022