

# Supreme Court of Pennsylvania

## Court of Common Pleas Civil Cover Sheet

Delaware

County

*For Prothonotary Use Only:*

Docket No:

TIME STAMP

*The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.*

SECTION A

### Commencement of Action:

- Complaint     
  Writ of Summons     
  Petition  
 Transfer from Another Jurisdiction     
  Declaration of Taking

Lead Plaintiff's Name:  
Saadia Bendarez

Lead Defendant's Name:  
Township of Haverford

Are money damages requested?  Yes     No      Dollar Amount Requested:  within arbitration limits  
(check one)       outside arbitration limits

Is this a *Class Action Suit*?     Yes     No      Is this an *MDJ Appeal*?     Yes     No

Name of Plaintiff/Appellant's Attorney: Michael A. Sabatina, Esquire

**Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)**

SECTION B

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

#### TORT (do not include Mass Tort)

- Intentional  
 Malicious Prosecution  
 Motor Vehicle  
 Nuisance  
 Premises Liability  
 Product Liability (*does not include mass tort*)  
 Slander/Libel/ Defamation  
 Other:  
         Negligent Maintenance  
         of traffic signal

#### MASS TORT

- Asbestos  
 Tobacco  
 Toxic Tort - DES  
 Toxic Tort - Implant  
 Toxic Waste  
 Other:  
     \_\_\_\_\_

#### PROFESSIONAL LIABILITY

- Dental  
 Legal  
 Medical  
 Other Professional:  
     \_\_\_\_\_  
     \_\_\_\_\_

#### CONTRACT (do not include Judgments)

- Buyer Plaintiff  
 Debt Collection: Credit Card  
 Debt Collection: Other  
     \_\_\_\_\_  
     \_\_\_\_\_  
 Employment Dispute:  
     Discrimination  
 Employment Dispute: Other  
     \_\_\_\_\_  
     \_\_\_\_\_  
 Other:  
     \_\_\_\_\_  
     \_\_\_\_\_

#### REAL PROPERTY

- Ejectment  
 Eminent Domain/Condemnation  
 Ground Rent  
 Landlord/Tenant Dispute  
 Mortgage Foreclosure: Residential  
 Mortgage Foreclosure: Commercial  
 Partition  
 Quiet Title  
 Other:  
     \_\_\_\_\_  
     \_\_\_\_\_

#### CIVIL APPEALS

- Administrative Agencies  
 Board of Assessment  
 Board of Elections  
 Dept. of Transportation  
 Statutory Appeal: Other  
     \_\_\_\_\_  
     \_\_\_\_\_  
 Zoning Board  
 Other:  
     \_\_\_\_\_  
     \_\_\_\_\_

#### MISCELLANEOUS

- Common Law/Statutory Arbitration  
 Declaratory Judgment  
 Mandamus  
 Non-Domestic Relations  
     Restraining Order  
 Quo Warranto  
 Replevin  
 Other:  
     \_\_\_\_\_  
     \_\_\_\_\_



## **NOTICE TO DEFEND**

### **NOTICE**

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 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.

DELAWARE COUNTY. BAR ASSOCIATION  
LAWYER REFERRAL & INFORMATION  
SERVICE  
335 N. FRONT STREET  
MEDIA, PA 19063  
(610) 566-6625

### **AVISO**

notificacion. Hace falta asentar 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. ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder 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 TIENCE ABOGADO O SINO TIENE EL DEINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFCINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociacion de Licenciados de Filadelfia  
Servicio De Referencia e Informacion Lecal  
335 N. FRONT STREET  
MEDIA, PA 19063  
(610) 566-6625

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la

**THE KILLINO FIRM, P.C.**  
**BY: JOSHUA L. KIRSCH, ESQUIRE**  
**IDENTIFICATION NO.: 205307**  
**MICHAEL A. SABATINA, ESQUIRE**  
**IDENTIFICATION NO.: 321587**  
**1835 MARKET STREET, SUITE 2820**  
**PHILADELPHIA, PA 19103**

**ARBITRATION PROGRAM**

**SAADIA BENDARAZ,**  
**75 S. Brighton Ave.,**  
**Upper Darby, PA 19082,**

**Plaintiff,**

**v.**

**TOWNSHIP OF HAVERFORD,**  
**1014 Darby Road,**  
**Havertown, PA 19083;**

**HIGGINS ELECTRICAL**  
**CONTRACTORS, INC.,**  
**112 W. State St.,**  
**Media, PA 19063;**

**EARL CHILDS, III,**  
**6740 Baltimore Ave.,**  
**Fernwood, Pa 19050;**

**CHILDS ELECTRIC,**  
**6740 Baltimore Ave.,**  
**Fernwood, PA 19050;**

**Defendant**

:  
:  
: **COURT OF COMMON PLEAS**  
: **DELAWARE COUNTY**  
:  
:  
: **NOVEMBER TERM, 2019**  
:  
:  
: **DOCKET NO: \_\_\_\_\_**

**COMPLAINT**

Plaintiff, Saadai Bendaraz (“Plaintiff” or “Ms. Bendaraz”), by and through her undersigned counsel, The Killino Firm, P.C., respectfully submits this Complaint against defendants, Township of Haverford (“Haverford”), Higgins Electrical Contractors, Inc. (“Higgins”), Earl Childs, III (“Childs”), and Childs Electric, and in support thereof, states as follows:

## INTRODUCTION

1. Ms. Bendaraz was struck by a minivan while attempting to traverse an intersection as a pedestrian, because Haverford and its contractor, Higgins, failed to properly perform inspection, service, maintenance, and repair of a pedestrian traffic control signal.

2. That pedestrian traffic control signal, which was malfunctioning at the time of the incident described herein and upon information and belief, considerably before and considerably after so as to have allowed sufficient time for repair or the utilization of other safety measures to address its dangerous condition, should have displayed a signal indicating to pedestrians, when it was safe to walk. It did not. Instead, it merely cycled through a flashing red hand, a red hand, and no signal at all.

3. The malfunctioning pedestrian traffic control signal dangerously jeopardized the safety of pedestrians like Ms. Bendaraz, in attempting to traverse the intersection, because pedestrians received no communication on when it was safe to proceed across the large intersection.

4. After Ms. Bendaraz entered the subject intersection with no oncoming traffic in her path at the time, she was ultimately struck by a minivan driven by Childs, who was at all times, upon information and belief, acting for, or on behalf of Childs Electric, or which minivan was otherwise owned in law or fact, or operated for the benefit of, Childs Electric.

5. Ms. Bendaraz suffered severe injuries, including hip fractures, requiring hospitalization, in-patient physical rehabilitation, and resulting in considerable pain, suffering, and lost wages.

6. The named Defendants were all substantial contributing factors to Ms. Bendaraz's injuries, and Ms. Bendaraz brings this action to recover against them for her considerable damages.

### PARTIES

7. Ms. Bendaraz is an adult individual residing at 75 S. Brighton Ave., Upper Darby, Pennsylvania, 19082.

8. Haverford is a municipal township and/or governmental entity with offices located at 1014 Darby Road, Havertown, Pennsylvania, 19083, which directly and through its agents, servants, employees, subsidiaries and/or affiliates, at all times mentioned hereto, owned, controlled, maintained, possessed and had a duty to maintain the vehicular and pedestrian traffic control signals at the Intersection, specifically including but not limited to the "Signal" (as defined below).

9. Higgins is, upon information and belief, a Pennsylvania corporation, with a corporate headquarters located at 112 W. State St., Media, PA 19063, and was contracted by Havertown to perform inspection, service, repair, and maintenance work on the vehicular and pedestrian traffic control signals located at the Intersection.

10. Records from Delaware County record Earl R. Childs, III, as the owner of "6740 6742 Baltimore Avenue". *See*,

<http://delcorealestate.co.delaware.pa.us/pt/Datalets/Datalet.aspx?sIndex=5&idx=1> (last accessed November 11, 2019); *see also*, **Exhibit 1**.

11. Upon information and belief, Childs is an adult individual residing at or with a principal place of business located at: 6740 E Baltimore Ave, Lansdowne, PA 19050.

12. Performing a “GOOGLE” search for “CHILDS ELECTRIC, FERNWOOD PA” produces a result for a Childs Electric located at 6740 E Baltimore Ave, Lansdowne, PA 19050. See, [https://www.google.com/search?rlz=1C1GCEB\\_enUS803US803&ei=b9fJXcPWL-ym\\_QaR7Y-4Cw&q=CHILDS+ELECTRIC%2C+FERNWOOD+PA&oq=CHILDS+ELECTRIC%2C+FERNWOOD+PA&gs\\_l=psy-ab.3..33i299i3.9499.12167..12255...0.0..0.90.687.13....2..0....1..gws-wiz.....0i67j0j0i22i30j0i22i10i30j0i13j33i160.h9XEBH03H9E&ved=0ahUKewiDyrXckePIAhVsU98KHZH2A7cQ4dUDCAs&uact=5](https://www.google.com/search?rlz=1C1GCEB_enUS803US803&ei=b9fJXcPWL-ym_QaR7Y-4Cw&q=CHILDS+ELECTRIC%2C+FERNWOOD+PA&oq=CHILDS+ELECTRIC%2C+FERNWOOD+PA&gs_l=psy-ab.3..33i299i3.9499.12167..12255...0.0..0.90.687.13....2..0....1..gws-wiz.....0i67j0j0i22i30j0i22i10i30j0i13j33i160.h9XEBH03H9E&ved=0ahUKewiDyrXckePIAhVsU98KHZH2A7cQ4dUDCAs&uact=5) (last accessed November 11, 2019).

13. Performing a GOOGLE search for “6740 E Baltimore Ave, Lansdowne, PA”, and selecting “Street View” from the map image that populates in the search results, leads to the following image:



See, **Exhibit 2**; *see also*,

<https://www.google.com/maps/place/6740+E+Baltimore+Ave,+Lansdowne,+PA+19050/@39.941192,-75.2541991,3a,75y,72.69h,90t/data=!3m6!1e1!3m4!1smj->





possess that contract, are fully familiar with its terms, and Haverford and Higgins will be called upon to produce it in discovery.

19. Defendants Haverford and Higgins failed in their respective duties, resulting in serious injuries to Ms. Bendaraz.

20. On October 15, 2018, Ms. Bendaraz, a pedestrian, was proceeding northerly along Lansdowne Avenue, towards Darby Road, when she stopped at the Intersection and sought guidance on when to traverse the Intersection, from the pedestrian traffic control signal situate on the northwesterly corner of the Intersection (the "Signal").

21. As a result of Defendants Haverford's and Higgins' failure to keep the Signal in good working order (and Haverford's negligent hiring and retention of Higgins), the Signal only cycled through a flashing red-hand, a red-hand, and no-signal at all.

22. The Signal never displayed a clear to walk signal in any form, though it was designed to do so and would have done so, if functioning properly.

23. The Signal, in disrepair and malfunctioning, constituted a dangerous condition within the meaning of 42 Pa.C.S. § 8542(b)(4).

24. Both Haverford and Higgins had actual and/or constructive knowledge that the Signal was not in proper working order and constituted a foreseeable risk of grave bodily harm to pedestrians, like Ms. Bendaraz, attempting to traverse the Intersection.

25. Both Haverford and Higgins had actual and/or constructive knowledge that the Signal was not in proper working order, at a sufficient time prior to the October 15, 2018 incident set forth herein, to have taken measures to protect against the dangerous condition; but they failed to do so.

26. Defendants Haverford and Higgins set pedestrians like Ms. Bendaraz up for injury in attempting to traverse the Intersection, because pedestrians received no signal of when it was safe to walk across the large Intersection.

27. With no traffic then crossing her intended path, Ms. Bendaraz began to traverse the Intersection.

28. While Ms. Bendaraz was nearing the opposite side of the Intersection, she was then struck by a Dodge Caravan (the "Minivan"), negligently operated by Childs, an uninsured driver, who turned and/or was turning left (westerly) from Lansdowne Avenue onto Township Line Road.

29. If Childs was operating the Minivan in a non-negligent manner, he would not have struck Ms. Bendaraz with the Minivan.

30. After striking Ms. Bendaraz, Childs exited the Minivan and in admission of responsibility for his negligent operation of the vehicle, apologized to Ms. Bendaraz for striking her with the Minivan.

31. Ms. Bendaraz was taken from the scene of the incident by ambulance.

32. Upon information and belief, the Minivan Childs negligently operated was in law or fact, owned, co-owned, or being driven by Childs, as the owner, employee, agent, and/or alter ego of Childs Electric and/or on the business of Childs Electric at the time of the incident.

33. Defendants Haverford's and Higgins's failure to perform proper inspection, service, maintenance and repair, on the Signal, or take measures to protect against the dangerous condition of the Signal, was a substantial contributing factor to Ms. Bendaraz's injuries.

34. As a direct and proximate result of the Defendants' negligence, Ms. Bendaraz was grievously injured.

35. As a direct and proximate result of the Defendants' negligence, Ms. Bendaraz suffered right sided non-displaced superior/inferior pubic ramus fractures and posterior sacral fracture, bruising, and bodily harm, including harm to her ability to ambulate.

36. As a direct and proximate result of the Defendants' negligence, Ms. Bendaraz suffered emotional injuries; mental anguish; humiliation; loss of life's pleasures; loss of hedonic pleasures; the inability to attend social and work obligations; and a loss of earnings and future earning capacity.

37. As a direct and proximate result of Defendants' negligence, Ms. Bendaraz has incurred medical and other related expenses.

**AS AND FOR A FIRST CAUSE OF ACTION - NEGLIGENCE  
(AGAINST TOWNSHIP OF HAVERFORD)**

38. Ms. Bendaraz repeats all the preceding allegations of her Complaint as though set forth at length herein.

39. Defendant Haverford is charged with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal.

40. Upon information and belief, Haverford entered into a written contract with Higgins, the terms of which provided for Higgins to perform inspection, service, maintenance and repair of the traffic and pedestrian control signals located at the Intersection, including but not limited to the Signal, and to provide for protective measures should a traffic control signal be found in disrepair, malfunctioning, and/or not safely operating.

41. As a direct and proximate result of Haverford's negligence, Ms. Bendaraz was seriously harmed.

42. The negligence of Haverford includes:

- a. Failing to properly inspect, service, maintain and repair the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- b. Failing to adopt, monitor, and enforce adequate policies, protocols and procedures to provide for the proper inspection, service, maintenance, and repair of the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- c. Failing to take any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection, because of the failure to properly inspect, service, maintain and repair the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- d. Failing to adopt, monitor, and enforce adequate policies, procedures, and protocols to provide for any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection, because of the failure to properly inspect, service, maintain and repair the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- e. Failing to take any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection because the Signal was malfunctioning/in disrepair, despite actual or constructive knowledge that the Signal was malfunctioning/in disrepair and sufficient time to implement protective measures;

- f. Failing to adopt, monitor, and enforce adequate policies, procedures, and protocols to provide for any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection because the Signal was malfunctioning/in disrepair, despite actual or constructive knowledge that the Signal was in disrepair and sufficient time to implement protective measures;
- g. Negligently hiring unsuitable employees, servants, and agents to perform inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- h. Negligently retaining unsuitable employees, servants, and agents to perform inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- i. Failing to screen, train, supervise and/or inspect its employees', servants', and agents' conduct in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the

- Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- j. Failing to adopt, monitor, and enforce adequate policies, procedures, and protocols to provide for any and/or adequate screening, training, supervision and/or inspection of its employees', servants', and agents' conduct in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
  - k. Allowing employees, servants, and agents to perform work in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and in connection with the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal, in a negligent and careless manner;
  - l. Negligently hiring Higgins to perform inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the

Intersection (inclusive of the Signal), and to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;

- m. Negligently retaining Higgins to perform inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- n. Failing to screen, train, supervise and/or inspect Higgins' (and Higgins' employees', servants', and agents') conduct in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- o. Failing to adopt, monitor, and enforce adequate policies, procedures, and protocols to provide for any and/or adequate screening, training, supervision and/or inspection of Higgins' (and Higgins' employees', servants', and agents') conduct in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the

Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;

- p. Allowing Higgins (and Higgins' employees, servants, and agents) to perform work in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and in connection with the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal, in a negligent and careless manner;
- q. Failing to conform to PennDOT Pub. 191;
- r. Failing to conform to applicable statutes, laws, rules, and regulations;
- s. Creating an unreasonable risk of harm to pedestrians, like Ms. Bendaraz, attempting to traverse the Intersection;
- t. Failing to use reasonable care, as set forth in this Complaint.

43. At all relevant times, Haverford had actual and/or constructive knowledge of the dangers posed by its negligence, including the danger proposed by the Signal which was not working safely and/or properly, and Haverford had adequate time to put in place protective measures which would have prevented the incident set forth in this Complaint.

44. As a direct and proximate result of Haverford's negligence, Ms. Bendaraz was grievously injured.



45. As a direct and proximate result of Haverford's negligence, Ms. Bendaraz suffered right sided non-displaced superior/inferior pubic ramus fractures and posterior sacral fracture, bruising, and attendant bodily harm, including harm to her ability to ambulate.

46. As a direct and proximate result of Haverford's negligence, Ms. Bendaraz suffered emotional injuries; mental anguish; humiliation; loss of life's pleasures; loss of hedonic pleasures; the inability to attend social and work obligations; and a loss of earnings and future earning capacity.

47. As a direct and proximate result of Haverford's negligence, Ms. Bendaraz has incurred medical and other related expenses.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter judgment against Defendant, Township of Haverford, individually and jointly and severally with the other Defendants, in an amount to be determined by the finder of fact, including interest, delay damages, costs, fees, and such other and further relief that as to the Court appears just and proper.

**AS AND FOR A SECOND CAUSE OF ACTION - NEGLIGENCE  
(AGAINST HIGGINS ELECTRICAL CONTRACTORS, INC.)**

48. Ms. Bendaraz repeats all the preceding allegations of her Complaint as though set forth at length herein.

49. Upon information and belief, Haverford entered into a written contract with Higgins, the terms of which provided for Higgins to perform inspection, service, maintenance and repair of the traffic and pedestrian control signals located at the Intersection, including but not limited to the Signal, and to provide for protective measures should a traffic control signal be found in disrepair, malfunctioning, and/or not safely operating.

50. As a direct and proximate result of Higgins' negligence, Plaintiff was seriously harmed.

51. The negligence of Higgins includes:

- a. Failing to properly inspect, service, maintain and repair the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- b. Failing to adopt, monitor, and enforce adequate policies, protocols and procedures to provide for the proper inspection, service, maintenance, and repair of the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- c. Failing to take any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection, because of the failure to properly inspect, service, maintain and repair the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- d. Failing to adopt, monitor, and enforce adequate policies, procedures, and protocols to provide for any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection, because of the failure to properly inspect, service, maintain and repair the pedestrian and vehicular traffic control signals located at the Intersection, including but not limited to the Signal;
- e. Failing to take any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection because the

Signal was malfunctioning/in disrepair, despite actual or constructive knowledge that the Signal was malfunctioning/in disrepair and sufficient time to implement protective measures;

- f. Failing to adopt, monitor, and enforce adequate policies, procedures, and protocols to provide for any and/or adequate protective measures against the foreseeable, serious risks posed to pedestrians at the Intersection because the Signal was malfunctioning/in disrepair, despite actual or constructive knowledge that the Signal was in disrepair and sufficient time to implement protective measures;
- g. Negligently hiring unsuitable employees, servants, and agents to perform inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- h. Negligently retaining unsuitable employees, servants, and agents to perform inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;

- i. Failing to screen, train, supervise and/or inspect its employees', servants', and agents' conduct in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- j. Failing to adopt, monitor, and enforce adequate policies, procedures, and protocols to provide for any and/or adequate screening, training, supervision and/or inspection of its employees', servants', and agents' conduct in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular traffic control signals, such as seen with the Signal;
- k. Allowing employees, servants, and agents to perform work in connection with the inspection, service, maintenance and repair of the pedestrian and vehicular traffic control signals located at the Intersection (inclusive of the Signal), and in connection with the responsibility to utilize timely and adequate protective measures when necessary to address dangerous situations of disrepair, malfunction and otherwise unsafe functioning of pedestrian and vehicular

traffic control signals, such as seen with the Signal, in a negligent and careless manner;

- l. Failing to conform to PennDOT Pub. 191;
- m. Failing to conform to applicable statutes, laws, rules, and regulations;
- n. Creating an unreasonable risk of harm to pedestrians, like Ms. Bendaraz, attempting to traverse the Intersection;
- o. Failing to use reasonable care, as set forth in this Complaint.

52. At all relevant times, Higgins had actual and/or constructive knowledge of the dangers posed by its negligence, including the danger proposed by the Signal which was not working safely and/or properly, and Higgins had adequate time to put in place safety measures which would have prevented the incident set forth in this Complaint.

53. As a direct and proximate result of Higgins' negligence, Ms. Bendaraz was grievously injured.

54. As a direct and proximate result of Higgins' negligence, Ms. Bendaraz suffered right sided non-displaced superior/inferior pubic ramus fractures and posterior sacral fracture, bruising, and attendant bodily harm, including harm to her ability to ambulate.

55. As a direct and proximate result of Higgins' negligence, Ms. Bendaraz suffered emotional injuries; mental anguish; humiliation; loss of life's pleasures; loss of hedonic pleasures; the inability to attend social and work obligations; and a loss of earnings and future earning capacity.

56. As a direct and proximate result of Higgins' negligence, Ms. Bendaraz has incurred medical and other related expenses.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter judgment against Defendant, Higgins Electrical Contractors, Inc., individually and jointly and severally with the other Defendants, in an amount to be determined by the finder of fact, including interest, delay damages, costs, fees, and such other and further relief that as to the Court appears just and proper.

**AS AND FOR A THIRD CAUSE OF ACTION - NEGLIGENCE  
(AGAINST EARL CHILDS, III)**

57. Ms. Bendaraz repeats all the preceding allegations of her Complaint as though set forth at length herein.

58. At all relevant times herein, Childs was an uninsured driver.

59. Nonetheless, Childs negligently operated the Minivan on October 15, 2018, so as to strike Ms. Bendaraz while she was traversing the Intersection.

60. If Childs was not operating the Minivan in a negligent fashion, he would not have struck Ms. Bendaraz.

61. Childs appreciated that he was at fault for striking Ms. Bendaraz with the Minivan, because he substantively acknowledged that fault by apologizing to her afterwards, upon exiting the vehicle.

62. As a direct and proximate result of the Child's negligence, Ms. Bendaraz was grievously injured.

63. As a direct and proximate result of the Childs' negligence, Ms. Bendaraz suffered right sided non-displaced superior/inferior pubic ramus fractures and posterior sacral fracture, bruising, and attendant bodily harm, including harm to her ability to ambulate.

64. As a direct and proximate result of Childs' negligence, Ms. Bendaraz suffered emotional injuries; mental anguish; humiliation; loss of life's pleasures; loss of hedonic

pleasures; the inability to attend social and work obligations; a loss of earnings and future earning capacity.

65. As a direct and proximate result of Childs' negligence, Ms. Bendaraz has incurred medical and other related expenses.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter judgment against Defendant, Earl Childs, III, individually and jointly and severally with the other Defendants, in an amount to be determined by the finder of fact, including interest, delay damages, costs, fees, and such other and further relief that as to the Court appears just and proper.

**AS AND FOR A FOURTH CAUSE OF ACTION - NEGLIGENCE  
(AGAINST CHILDS ELECTRIC)**

66. Ms. Bendaraz repeats all the preceding allegations of her Complaint as though set forth at length herein.

67. At all relevant times herein, Childs was an uninsured driver.

68. Nonetheless, Childs negligently operated the Minivan on October 15, 2018, so as to strike Ms. Bendaraz while she was traversing the Intersection.

69. If Childs was not operating the Minivan in a negligent fashion, he would not have struck Ms. Bendaraz.

70. Childs appreciated that he was at fault for striking Ms. Bendaraz with the Minivan, because he substantively acknowledged that fault by apologizing to her afterwards, upon exiting the vehicle.

71. As a direct and proximate result of the Child's negligence, Ms. Bendaraz was grievously injured.

72. Childs Electric was negligent by entrusting the Minivan, which Childs Electric owns in fact or law, to the operation of Childs, an uninsured driver.

73. Childs Electric is also vicariously liable for the misconduct of Childs in striking Ms. Bendaraz with the Minivan, as Childs was at all relevant times, acting as the employee, servant, agent, alter ego, and/or otherwise on behalf of Childs Electric, at the time of the incident set forth in this Complaint.

74. As a direct and proximate result of the negligence of Childs Electric and that of Childs, for which Childs Electric is vicariously liable, Ms. Bendaraz suffered right sided non-displaced superior/inferior pubic ramus fractures and posterior sacral fracture, bruising, and attendant bodily harm, including harm to her ability to ambulate.

75. As a direct and proximate result of the negligence of Childs Electric and that of Childs, for which Childs Electric is vicariously liable, Ms. Bendaraz suffered emotional injuries; mental anguish; humiliation; loss of life's pleasures; loss of hedonic pleasures; the inability to attend social and work obligations; and a loss of earnings and future earning capacity.

76. As a direct and proximate result of the negligence of Childs Electric and that of Childs, for which Childs Electric is vicariously liable, Ms. Bendaraz has incurred medical and other related expenses.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court enter judgment against Defendant, Childs Electric, individually and jointly and severally with the other Defendants, in an amount to be determined by the finder of fact, including interest, delay damages, costs, fees, and such other and further relief that as to the Court appears just and proper.



Respectfully submitted,

THE KILLINO FIRM, P.C.

By: /s/Michael A. Sabatina

Joshua L. Kirsch, Esquire

Michael A. Sabatina, Esquire

*Attorneys for Plaintiff*

*Saadia Bendaraz*

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# EXHIBIT “1”

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- [Site Information](#)
- [Residential](#)
- [Commercial](#)
- [Delinquent Tax](#)
- [Sketch](#)
- [Map](#)

**PARID: 16020013500**  
**CHILDS EARL R III**

**PROPERTY LOCATION:**  
**6740 6742 BALTIMORE AVE**

1 of 1

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**Actions**

- [Printable Summary](#)
- [Printable Version](#)

**Parcel**

**Site Location:** 6740 6742 BALTIMORE AVE  
**Legal Description:** 1 STY BLD G  
 40 X 100  
**Map Number:** 16-26 -688:000  
**Municipality:** 16 UPPER DARBY TOWNSHIP  
**School District:** S14 - UPPER DARBY  
**Property Type:** 02 - Taxable Commercial  
**Homestead Status - Next School Bill Cycle:** No  
**Homestead Status - Current School Bill Cycle:** No  
**Homestead %:**  
**Homestead Approved Year:**  
**Additional Info:** BD - BOARD DECISION  
**Veteran's Exemption:** No

**Owner**

**Name(s):** CHILDS EARL R III  
**Name(s):**  
**Care Of:**  
**Mailing Address:** 6740 BALTIMORE AVE  
**Mailing Address:**  
**Mailing Address:** LANSDOWNE PA 19050

**Current Owner**

**Name:** CHILDS EARL R III  
**Name:**  
**Address:** 6740 BALTIMORE AVE  
**City:** LANSDOWNE  
**State:** PA  
**Zip Code:** 19050-

**Owner History**

Owner	Book	Page	Sale Date	Sale Price
CHILDS EARL R III	0000	0000	02-26-1982	1
CHILDS EARL R JR ETUX	0000	0000	01-01-1900	0

**Original Current Year Assessment**

Type of Assessment	Assessment Value	Assessment Date	Reason for Change	Comment
02-Taxable Commercial	\$72,625	11-15-2018	BD-BOARD DECISION	

**County Tax Receivable**

Tax Year	Billing Year	Billing Period	Billing Date	Face Amount Due	Discount Posted	Penalty Posted	Fees Posted	Payment Posted	Balance	Pay Date	Type
2019	2019	Original	02/01/2019	396.61					396.61		
2018	2018	Original	02/01/2018	1,064.00					1,064.00		
2017	2017	Original	02/01/2017	1,064.00					1,064.00		
2016	2016	Original	02/01/2016	1,064.00		106.40			1,170.40		
2015	2015	Original	02/01/2015	1,064.00		106.40			1,170.40		

**Delinquent Tax - All Years Combined**

Delaware Pennsylvania

		Billing	Penalty	Interest	Cost	Total Due
COUNTY	Charge	5,328.47	532.84	1,075.07		6,936.38
	Pay	-3,321.41	-332.13	-832.68		-4,486.22
	Net	2,007.06	200.71	242.39		2,450.16
-----						
SCHOOL	Charge	33,949.00	3,394.88	6,788.76		44,132.64
	Pay	-20,790.58	-2,079.04	-5,207.65		-28,077.27
	Net	13,158.42	1,315.84	1,581.11		16,055.37
-----						
MUNICIPALITY	Charge	19,047.27	1,904.72	3,802.12		24,754.11
	Pay	-11,636.38	-1,163.63	-2,912.25		-15,712.26
	Net	7,410.89	741.09	889.87		9,041.85
-----						
COST	Charge				1,055.00	1,055.00
	Pay				-961.00	-961.00
	Net				94.00	94.00
-----						
TOTAL	Charge	58,324.74	5,832.44	11,665.95	1,055.00	76,878.13
	Pay	-35,748.37	-3,574.80	-8,952.58	-961.00	-49,236.75
	Net	22,576.37	2,257.64	2,713.37	94.00	27,641.38

EXCLUDES: Trash, Sewer, and other Local Fees

**Tax Sale Information**

Status: Held from Upset Sale

Delaware County Courthouse &  
Government Center  
201 West Front Street  
Media, PA 19063

**Contact Us**  
Email: [webmaster@co.delaware.pa.us](mailto:webmaster@co.delaware.pa.us)  
Hours: Monday-Friday 8:30am-4:15pm

**Location** [Google Map](#)

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# EXHIBIT “2”

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# 10 Kelly St

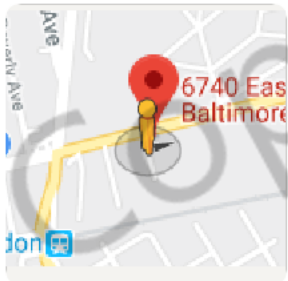


Image capture: Oct 2018 © 2019 Google

Lansdowne, Pennsylvania



Street View - Oct 2018



VERIFICATION

I, SAADIA BENDARAZ, hereby state that the foregoing averments set forth in Plaintiff's Civil Action Complaint are true and correct to the best of my knowledge, information, and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

BY:     Saadia Bendaraz      
SAADIA BENDARAZ

DATED:     11-21-19    

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