

MS6

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BRIAN CROWTHERS

CIVIL ACTION

vs.

MOUNTAIN PRODUCTIONS, INC.

and

MOUNTAIN PRODUCTIONS SERVICES, INC.

and

THE NATIONAL FOOTBALL LEAGUE

and

ESPN, INC.

NO. 19-CV-

631

BRIAN CROWTHERS

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

vs.

MOUNTAIN PRODUCTIONS, INC.

and

MOUNTAIN PRODUCTIONS SERVICES, INC.

and

THE NATIONAL FOOTBALL LEAGUE

and

ESPN, INC.

NO. 190100318

FEB 13 2019

NOTICE

TO: Prothonotary
Court of Common Pleas
City Hall, Room 285
Philadelphia, PA 19107

Brian E. Fritz, Esquire
1515 Market Street
Suite 1801
Philadelphia, PA 19102

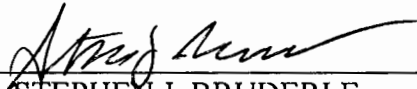
Mountain Productions, Inc.
454 S. Main Street
Wilkes-Barre, PA 18703

Mountain Productions Services, Inc.
454 S. Main Street
Wilkes-Barre, PA 18703

ESPN, Inc.
ESPN Plaza
Bristol, CT 06010

PLEASE TAKEN NOTICE that on the 13th day of February, 2019, Petitioner/Defendant, The National Football League, filed with the Office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, a Notice of Removal. A copy of the Notice is being filed with the Prothonotary of the Court of Common Pleas of Philadelphia County pursuant to 28 U.S.C. Section 1446(d).

MARGOLIS EDELSTEIN

BY 
STEPHEN J. BRUDERLE
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Attorneys for Defendant, The National Football League

| | | |
|-------------------------------------|---|-----------------------|
| BRIAN CROWTHERS | : | COURT OF COMMON PLEAS |
| | : | PHILADELPHIA COUNTY |
| vs. | : | |
| | : | |
| MOUNTAIN PRODUCTIONS, INC. | : | |
| and | : | |
| MOUNTAIN PRODUCTIONS SERVICES, INC. | : | |
| and | : | |
| THE NATIONAL FOOTBALL LEAGUE | : | |
| and | : | |
| ESPN, INC. | : | NO. 190100318 |

19cv631

NOTICE OF PETITION FOR REMOVAL

MS6
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

14400
BRIAN CROWTHERS

CIVIL ACTION

vs.

MOUNTAIN PRODUCTIONS, INC.

and

MOUNTAIN PRODUCTIONS SERVICES, INC.

and

THE NATIONAL FOOTBALL LEAGUE

and

ESPN, INC.

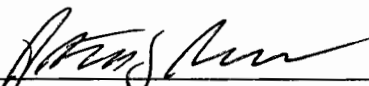
NO. 19-CV- 631

NOTICE OF REMOVAL

Defendant, The National Football League, pursuant to 28 U.S.C. 1441 et seq., hereby moves the above-captioned matter from the Philadelphia Court of Common Pleas, Docket No. 190100318. Plaintiff's Complaint was filed with the Court on January 9, 2019 setting forth causes of action in negligence by the Plaintiff against the Defendants. Jurisdiction is proper with the United States District Court pursuant to 28 U.S.C. Section 1332 based on diversity of the parties.

MARGOLIS EDELSTEIN

BY



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170 S. Independence Mall W.

Philadelphia, PA 19106-3337

(215) 922-1100

Attorneys for Defendant,

The National Football League

MSG

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|-------------------------------------|---|----------------|
| BRIAN CROWTHERS | : | CIVIL ACTION |
| | : | |
| vs. | : | |
| | : | |
| MOUNTAIN PRODUCTIONS, INC. | : | |
| and | : | |
| MOUNTAIN PRODUCTIONS SERVICES, INC. | : | |
| and | : | |
| THE NATIONAL FOOTBALL LEAGUE | : | |
| and | : | |
| ESPN, INC. | : | NO. 19-CV- 631 |

CERTIFICATE OF SERVICE

I, Stephen J. Bruderle, Esquire, hereby certify that Counsel for Plaintiff was advised of the filing of the attached Notice of Removal to Federal Court and provided with a copy of same via-email and also U.S. Mail, postage prepaid at the below address:

Brian E. Fritz, Esquire
1515 Market Street, Suite 1801
Philadelphia, PA 19102

The unrepresented Defendants were provided with a copy via U.S. Mail, postage prepaid at the below addresses:

Mountain Productions, Inc.
Mountain Production Services, Inc.
454 S. Main Street
Wilkes-Barre, PA 18703

and

ESPN, Inc..
ESPN Plaza
Bristol, CT 06010

MARGOLIS EDELSTEIN

BY


STEPHEN J. BRUDERLE

I.D. No. 72687

sbruderle@margolisedelstein.com

STEVEN H. EICHLER

I.D. No. 44022

seichler@margolisedelstein.com

The Curtis Center, Suite 400E

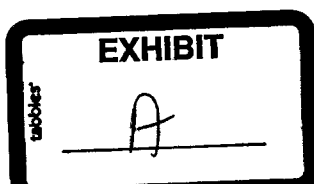
170 S. Independence Mall W.

Philadelphia, PA 19106-3337

(215) 922-1100

Attorneys for Defendant,

The National Football League



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

For Prothonotary Use Only (Docket Number)
JANUARY 2019
E-Filed Number: 1901018071 **000318**

| | | | |
|--|---|--|--|
| PLAINTIFFS NAME BRIAN CROWTHERS | | DEFENDANT'S NAME MOUNTAIN PRODUCTIONS, INC. | |
| PLAINTIFFS ADDRESS 1214 ELM AVENUE HADDON TOWNSHIP NJ 08107 | | DEFENDANT'S ADDRESS 454 S. MAIN STREET WILKES BARRE PA 18703 | |
| PLAINTIFFS NAME | | DEFENDANT'S NAME MOUNTAIN PRODUCTIONS SERVICES, INC. | |
| PLAINTIFFS ADDRESS | | DEFENDANT'S ADDRESS 454 S. MAIN STREET WILKES BARRE PA 18703 | |
| PLAINTIFFS NAME | | DEFENDANT'S NAME THE NATIONAL FOOTBALL LEAGUE | |
| PLAINTIFFS ADDRESS | | DEFENDANT'S ADDRESS 345 PARK AVENUE NEW YORK NY 10017 | |
| TOTAL NUMBER OF PLAINTIFFS 1 | TOTAL NUMBER OF DEFENDANTS 4 | COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal | |
| 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 checked="" type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other: <input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition <input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival | | |
| CASE TYPE AND CODE 20 - PERSONAL INJURY - OTHER | | | |
| STATUTORY BASIS FOR CAUSE OF ACTION | | | |
| RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER) | | FILED PRO PROTHY JAN 09 2019 A. SILIGRINI | |
| | | IS CASE SUBJECT TO COORDINATION ORDER? YES NO | |
| TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>BRIAN CROWTHERS</u> Papers may be served at the address set forth below. | | | |
| NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY BRIAN E. FRITZ | | ADDRESS 1515 MARKET STRRET SUITE 1801 PHILADELPHIA PA 19102 | |
| PHONE NUMBER (215) 458-2222 | FAX NUMBER (215) 689-1563 | | |
| SUPREME COURT IDENTIFICATION NO. 84044 | | E-MAIL ADDRESS bfritz@fbesq.com | |
| SIGNATURE OF FILING ATTORNEY OR PARTY BRIAN FRITZ | | DATE SUBMITTED Wednesday, January 09, 2019, 10:25 am | |

COMPLETE LIST OF DEFENDANTS:

1. MOUNTAIN PRODUCTIONS, INC.
454 S. MAIN STREET
WILKES BARRE PA 18703
2. MOUNTAIN PRODUCTIONS SERVICES, INC.
454 S. MAIN STREET
WILKES BARRE PA 18703
3. THE NATIONAL FOOTBALL LEAGUE
345 PARK AVENUE
NEW YORK NY 10017
4. ESPN, INC.
ESPN PLAZA
BRISTOL CT 06010

FRITZ & BIANCULLI, LLC

By: **BRIAN E. FRITZ, ESQUIRE**
KEVIN M. DURKAN, ESQUIRE

Attorney ID Nos.: 84044/201770
1515 Market Street, Suite 1801
Philadelphia, Pennsylvania 19102
(215) 458-2222

Filed and Attested by the
Office of Judicial Records
09 JAN 2019 10:25 am

ATTORNEYS FOR PLAINTIFFS

BRIAN CROWTHERS

1214 Elm Avenue
Haddon Township, NJ 08107

vs.

MOUNTAIN PRODUCTIONS, INC.

454 S. Main Street
Wilkes-Barre, PA 18703

And

**MOUNTAIN PRODUCTIONS
SERVICES, INC.**

454 S. Main Street
Wilkes-Barre, PA 18703

And

THE NATIONAL FOOTBALL LEAGUE

345 Park Avenue
New York, NY 10017

And

ESPN, INC.

ESPN Plaza
Bristol, CT 06010

**PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
CIVIL DIVISION**

JANUARY TERM, 2019

No:

JURY TRIAL DEMANDED

| NOTICE | AVISO |
|---|---|
| <p>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 an 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 judgement 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.</p> <p>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.</p> <p><u>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.</u></p> <p>PHILADELPHIA BAR ASSOCIATION LAWYER REFERRAL and INFORMATION SERVICE One Reading Center Philadelphia, Pennsylvania 19107 (215) 238-1701"</p> | <p>"Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días, a partir de recibir esta demanda y la notificación para entablar personalmente o por un abogado una comparecencia escrita y también para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.</p> <p>USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. <u>ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.</u></p> <p><u>SI USTED NO TIENE DINERO SUFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.</u></p> <p>ASOCIACION DE LICENCIADOS DE FILADELFIA SERVICO DE REFERENCIA E INFORMACION LEGAL One Reading Center Filadelfia, Pennsylvania 19107 Telefono: (215) 238-1701"</p> |

COMPLAINT -- CIVIL ACTION

Plaintiff, Brian Crowthers, by and through his attorneys, Fritz & Bianculli, LLC, hereby claims of Defendants, Mountain Productions, Inc., Mountain Productions Services, Inc., the National Football League and ESPN, Inc., jointly and severally, separate sums in excess of Fifty Thousand dollars (\$50,000.00) in damages, upon causes of action. In support thereof, Plaintiff avers as follows:

1. Plaintiff, Brian Crowthers is an adult individual residing at 1214 Elm Avenue, Haddon Township, NJ 08107.

2. Defendant, Mountain Productions, Inc. (hereinafter "Mountain Productions"), is a corporation or other business entity organized and existing under the laws of Pennsylvania, and at all relevant times maintained a place at 454 S. Main Street, Wilkes-Barre, PA 18703.

3. At all relevant times, Defendant, Mountain Productions, was acting by and through its employees, servants, agents, workmen and staff, all of whom were acting within the course and scope of their authority and employment for, and on behalf of, Mountain Productions

4. At all relevant times, Defendant, Mountain Productions, has maintained substantial, deliberate, continuous, revenue-generating business contacts in both the Commonwealth of Pennsylvania and the County of Philadelphia.

5. Defendant, Mountain Production Services, Inc. (hereinafter "Mountain Production Services"), is a corporation or other business entity organized under the laws of Pennsylvania, and at all relevant times maintained a place of business at 454 S. Main Street, Wilkes-Barre, PA 18703.

6. At all relevant times, Defendant, Mountain Production Services, was acting by and through its employees, servants, agents, workmen and staff, all of whom were acting within the course and scope of their authority and employment for, and on behalf of, Mountain Production Services.

7. At all relevant times, Defendant, Mountain Production Services, has maintained substantial, deliberate, continuous, revenue-generating business contacts in both the Commonwealth of Pennsylvania and the County of Philadelphia.

8. Defendant, the National Football League (hereinafter "the NFL"), is a corporation or other business entity organized and existing under the laws of New York, and at all relevant times maintained a place of business located at 345 Park Avenue, New York, NY 10017.

9. At all relevant times, Defendant, the NFL, was acting by and through its employees, servants, agents, workmen and staff, all of whom were acting within the course and scope of their authority and employment for, and on behalf of, the NFL.

10. At all relevant times, Defendant, the NFL, has maintained substantial, deliberate, continuous, revenue-generating business contacts in both the Commonwealth of Pennsylvania and the County of Philadelphia.

11. Defendant, ESPN, Inc. ("ESPN"), is a corporation or other business entity organized and existing under the laws of Connecticut, and at all relevant times maintained a place of business located at ESPN Plaza, Bristol, CT 06010.

12. At all relevant times, Defendant, ESPN was acting by and through its employees, servants, agents, workmen and staff, all of whom were acting within the course and scope of their authority and employment for, and on behalf of, ESPN.

13. At all relevant times, Defendant, ESPN, has maintained substantial, deliberate, continuous, revenue-generating business contacts in both the Commonwealth of Pennsylvania and the County of Philadelphia.

14. Each year, Defendant, the NFL, holds a draft in which each NFL franchise/team selects newly eligible football players to join its franchise/team.

15. Each year, Defendant, ESPN, broadcasts the draft live to television viewers.

16. Defendant, the NFL's, 2017 Draft was held in front of the Philadelphia Museum of Art on April 27th-29th, 2017.

17. Defendant, the NFL's, 2017 Draft ("the Draft") was unique in that in that it was held entirely outdoors for the first time in its 82-year history.

18. An approximately 70' high temporary amphitheater was constructed on the world famous steps of the Philadelphia Art Museum for the purposes of announcing the player selections to the large crowds of live spectators and those watching ESPN's live broadcast of the Draft on television.



19. Plaintiff, Brian Crowthers, is a journeyman member of the International Alliance of Theatrical Stage Employees Union, Local 8.

20. On April 22, 2017, Plaintiff, Brian Crowthers, was employed by Tri-State Staging, Inc. as a stagehand and was working alongside others to construct the amphitheater in time for the Draft.

21. Upon information and belief, Defendants, the NFL and/or ESPN, hired Defendants, Mountain Productions and/or Mountain Production Services, to design, fabricate and construct the temporary amphitheater built to announce the player selections.

22. Prior to the subject incident, Defendants, Mountain Productions and/or Mountain Production Services, had been investigated, and cited, multiple times by the United States Department of Labor, Occupational Safety and Health Administration ("OSHA") including citations for "serious" violations of OSHA regulations concerning fall protection and injury recording/reporting.

23. On April 22, 2017, Plaintiff, Brian Crowthers, was performing construction services in his capacity as a union stagehand and was working to construct the temporary amphitheater.

24. As Plaintiff, Brian Crowthers, was performing construction services in his capacity as a union stagehand, he was working at heights on walking/working-surfaces with unprotected/open areas.

25. While performing his work duties, Plaintiff, Brian Crowthers, fell approximately 30' and crashed violently to the stage below.

26. At the time of his fall, Plaintiff, Brian Crowthers, was working at heights without proper fall protection because anchor points had not been installed to protect Plaintiff and other workers.

27. Upon information and belief, Defendants knew that Plaintiff and others were working at heights without fall prevention/protection.

28. Upon information and belief, Defendants outrageously directed and/or allowed the work at heights to continue without fall prevention/protection so as not to delay construction of the amphitheater and to ensure that the amphitheater was complete in advance of the announced start date of the Draft.

29. OSHA classifies violations of OSHA regulations as either "willful," "serious" or "other than serious," and OSHA defines a "willful" violation as one "in which the employer either knowingly failed to comply with a legal requirement (purposeful disregard) or acted with plain indifference to employee safety."

30. As a result of the subject incident, OSHA investigated Plaintiff, Brian Crowthers' s, fall and cited Defendants, Mountain Productions and/or Mountain Production Services for multiple "willful" violations of OSHA regulations pertaining to both scaffold safety and fall protection:

Inspection Information - Office: Philadelphia

Nr 1228655 015 Report ID 0317000 Open Date 04/26/2017

Mountain Productions, Inc

2451 Benjamin Franklin Parkway
Philadelphia PA 19130

Union Status NonUnion

SIC.

NAICS 711320/ Promoters of Performing Arts, Sports, and Similar Events without Facilities

Mailing 80 New Frederick Street Wilkes Barre PA 18702

Inspection Type Referral

Scope Partial Advanced Notice N

Ownership Private

Safety/Health Safety Close Conference 10/18/2017

Emphasis L Fall Close Case

| Related Activity | Type | ID | Safety | Health |
|------------------|----------|---------|--------|--------|
| | Referral | 1204349 | Yes | |

Case Status: VIOLATIONS UNDER CONTEST

Violation Summary

| | Serious | Willful | Repeat | Other | Unclass | Total |
|--------------------|---------|-----------|--------|-------|---------|-----------|
| Initial Violations | 1 | 1 | | | | 2 |
| Current Violations | 1 | 1 | | | | 2 |
| Initial Penalty | \$8,873 | \$101,399 | \$0 | \$0 | \$0 | \$110,272 |
| Current Penalty | \$8,873 | \$101,399 | \$0 | \$0 | \$0 | \$110,272 |
| FTA Amount | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Violation Items

| # | ID | Type | Standard | Issuance | Abate | Curr\$ | Init\$ | Fta\$ | Contest | LastEvent |
|----|-------|---------|--------------|------------|------------|-----------|-----------|-------|------------|-----------|
| 1. | 01001 | Serious | 19260451 BQ1 | 10/18/2017 | 10/24/2017 | \$8,873 | \$8,873 | \$0 | 11/13/2017 | - |
| 2. | 02001 | Willful | 19260451 GQ2 | 10/18/2017 | 10/24/2017 | \$101,399 | \$101,399 | \$0 | 11/13/2017 | - |

31. Plaintiff, Brian Crowthers, was rushed via ambulance to the Trauma Center at Hahnemann University Hospital's Emergency Medical Department.

32. As a direct and proximate result of Defendants' carelessness, negligence, gross negligence, and recklessness; Plaintiff, Brian Crowthers, suffered major injuries including, but not limited to, loss of consciousness, closed head trauma with neurological sequelae including dizziness, memory difficulty, concentration difficulty and chronic headaches, fractured rib cage, ruptured spleen, lung contusion with hemorrhage and large adjacent subcutaneous emphysema requiring placement of a chest tube through left thorax and abdomen, left lung pneumothorax, fractured right wrist, right wrist internal derangement, lumbar disc syndrome, lumbar segmental dysfunction, lumbar radiculopathy, cervical trauma, cervical segmental dysfunction, left shoulder internal derangement, left elbow internal derangement, myofascial pain with divot in muscle of left elbow region, myofascial pain with divot in right thigh region, left wrist trauma, left hip trauma, right thigh trauma, right elbow trauma, post-traumatic stress, loss of independence; mental and emotional pain and suffering; chronic physical pain; suffering and loss of life's pleasures, past, present and future; loss of earnings and wages and loss of earning capacity, past, present and future; hospital, medical and rehabilitation expenses past, present and future, including medical equipment, supplies and other medical care and treatment to pay for the treatment of the severe injuries; and other psychological, psychiatric, orthopedic and neurological injuries, the full extent of which is yet to be determined, and some or all of which may be permanent in nature.

a. As a direct and proximate result of the conduct of Defendants, Plaintiff, Brian Crowthers has in the past required, continues to require and may in the future require costs relating to medical care, medications, treatment, rehabilitation and testing to alleviate and/or cure his continuing pain and suffering.

b. As a direct and proximate result of the conduct of Defendants, Plaintiff, Brian Crowthers has in the past, continues to, and will in the future, suffer painful and permanent bodily injuries, impaired gait, loss of independence, mental anguish, humiliation, embarrassment, fear, loss of wellbeing, lost ability to engage in the same or similar physical activities that he took part in before the accident, restrictions on his ability to participate in normal activities and pleasures of life, and other intangible losses.

c. As a direct and proximate result of the conduct of the Defendants, Plaintiff, Brian Crowthers has been prevented, and will be prevented in the future, from performing his usual duties, activities, occupations and avocations and has suffered a loss of earnings and a loss of earning capacity.

33. Prior to Plaintiff's fall from heights, the Defendants knew that the area where Plaintiff was working, which was at least 30' in the air, was dangerous, presented a fall hazard, and required appropriate fall prevention and/or fall protection, yet none was provided.

34. Defendants' joint and several carelessness, negligence, gross negligence and recklessness increased the risk of harm and/or was a factual cause and/or was a substantial factor in causing the Plaintiff's injuries.

35. The outrageous conduct by Defendants requires an award of punitive damages because Defendants deliberately, willfully, and recklessly disregarded the safety of Plaintiff, Brian Crowthers, and others working to build the amphitheater in time for the Draft.

COUNT 1- NEGLIGENCE

PLAINTIFFS v. MOUNTAIN PRODUCTIONS, INC.

36. Plaintiff incorporates all preceding paragraphs as if set forth here in full.

37. At all relevant times, Defendant, Mountain Productions, was engaged in planning, managing, supervising, and constructing the temporary amphitheater.

38. At all relevant times, Defendant, Mountain Productions, represented that it possessed substantial experience and skill in the planning, managing, supervising and construction of projects like the temporary amphitheater.

39. At all relevant times, Defendant, Mountain Productions', responsibilities included establishing and enforcing rules, protocols and procedures for safe site logistics, materials management, coordination of trade workers, continuous identification of risks and ensuring that every person at the site followed safe operating procedures at all times.

40. At all relevant times, Defendant, Mountain Productions, having undertaken the management and supervision of the project, owed a duty of care to ensure the safety and protection of the project, including the safety and protection of all those performing services at the project.

41. At all relevant times, Defendant, Mountain Productions, having undertaken the management and supervision of the project, owed the highest duty of care to business invitees like Plaintiff, Brian Crowthers.

42. At all relevant times, Defendant, Mountain Productions, knew or should have known about the hazardous conditions then and there existing.

43. Defendant, Mountain Productions, failure to properly and safely plan, manage, supervise, inspect, control and construct the project directly and proximately caused Plaintiff's serious and permanent injuries.

44. The injuries, damages and losses suffered by Plaintiff, Brian Crowthers, as more fully set forth above, were directly and proximately caused by the carelessness, negligence, gross negligence and recklessness of Defendant, Mountain Productions, acting by and through its agents, servants, workers and/or employees in the following respects:

- a. Failing to provide Plaintiff, Brian Crowthers, a safe place in which to work;
- b. exposing Plaintiff, a business invitee, to unreasonable danger by failing to adopt, enact, employ and enforce proper and adequate safety programs, precautions, training, supervision and management of all persons on the project;
- c. failing to ensure that the project was safe and free from hazardous conditions;
- d. failing to warn Plaintiff of the peculiar, dangerous and unsafe conditions then and there existing on the project;
- e. failing to properly plan, manage, coordinate, inspect, maintain, sequence, control and supervise the work;
- f. failing to implement, require and enforce a policy that all contractors, subcontractors, material and equipment suppliers and all workers on the project site understand, obey and sign off on site specific safety rules,
- g. failing to adequately inspect, or require that others under its control inspect, the project thoroughly and regularly to identify, remedy and warn about dangerous and hazardous conditions and practices;
- h. failing to hire qualified and competent personnel for the purpose of ensuring that the work was always carried out in a safe manner;
- i. failing to adopt, enact, employ and enforce proper, adequate and comprehensive safety programs, precautions, procedures, measures and plans;
- j. failing to perform a comprehensive safety analysis of the project and the site and to promulgate safety rules and practices accordingly;
- k. performing work without an adequate and comprehensive safety plan in place;
- l. failing to offer proper safety training to all workers on the site;
- m. failing to hire qualified personnel for the purpose of ensuring that the worksite operations were performed in a reasonably safe manner;
- n. hiring project managers, superintendents, foremen and project safety personnel who were inattentive to, and unqualified for, the jobs they were hired to perform;

- o. failing to require that the contractor and/or subcontractor safety program be specific to the work being done;
- p. failing to adequately inspect, maintain and/or supervise all aspects of the work;
- q. failing to properly supervise the planning, coordination, scheduling, sequencing and performance of the work, including the work of all contractors, subcontractors, material suppliers and others engaged on the project site;
- r. failing to coordinate all work with other entities and subcontractors including Plaintiff's employer;
- s. failing to properly train its employees;
- t. failing to hire competent employees, safety inspectors, contractors and subcontractors;
- u. failing to make proper arrangements for the installation and use of designated anchor points for workers to attach lanyards to;
- v. failing to provide adequate materials, management and site logistics procedures to ensure that the work was performed safely for all workers;
- w. failing to continuously monitor the work site for job safety;
- x. failing to evaluate tasks for potential hazards in order to minimize those hazards and timely coordinate and train the crews engaged in work exposed to potential hazards;
- y. breaching its duties under §§ 323, 324(a), 343, 412, 422 and 424 of the Restatement of the Law of Torts (Second);
- z. violating and failing to comply with all federal and state statutes, local ordinances, and all other rules pertaining to the performance of construction work including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.*, 1926.501 *et seq.* and 1926.503 *et seq.*;
- aa. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project comply with all federal and state statutes, local ordinances, and all other rules pertaining to the performance of construction work including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.*, 1926.501 *et seq.* and 1926.503 *et seq.*;
- bb. violating and failing to comply with Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);
- cc. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project were in compliance with

- dd. Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);
- ee. failing to provide special precautions which would have protected Plaintiff from the particular and unreasonable risk and/or risks of physical harm which Defendant recognized or should have recognized as likely created by the work being done;
- ff. failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the project site employed appropriate, safe means and methods of performing their work;
- gg. performing and furnishing construction and development services in an unsafe manner;
- hh. failing to take feasible, reasonable and cost-effective measures that would have prevented Plaintiff's injuries.
- ii. failing to provide adequate and proper fall protection;
- ii. using unsafe and inadequate fall protection;
- jj. Allowing workers to work at heights unprotected and/or inadequately protected from falls;
- kk. failing to provide adequate materials and equipment to ensure proper fall protection for workers; and
- ll. failing to have a fall protection plan or an adequate fall protection plan.

45. By conducting itself as set forth above, Defendant, Mountain Productions', acts and omissions were the factual cause of and/or a substantial factor in and/or increased the risk of Plaintiff's serious and permanent injuries.

46. By reason of Defendant, Mountain Production's, carelessness, negligence, gross negligence and recklessness, Plaintiff, Brian Crowthers, suffered the injuries, damages and losses more fully set forth above.

WHEREFORE, Plaintiff, Brian Crowthers, demands judgment against Defendants, each of them, jointly and severally, for sums in excess of fifty thousand dollars (\$50,000.00) in compensatory damages exclusive of interest, cost and delay damages, pursuant to Pa. R.C.P. §238, as well as punitive damages, and brings this action recover same.

COUNT II- NEGLIGENCE

PLAINTIFFS v. MOUNTAIN PRODUCTION SERVICES, INC.

47. Plaintiff incorporates all preceding paragraphs as if set forth here in full.

48. At all relevant times, Defendant, Mountain Production Services, was engaged in planning, managing, supervising, and constructing the temporary amphitheater.

49. At all relevant times, Defendant, Mountain Production Services, represented that it possessed substantial experience and skill in the planning, managing, supervising and construction of projects like the temporary amphitheater.

50. At all relevant times, Defendant, Mountain Production Services', responsibilities included establishing and enforcing rules, protocols and procedures for safe site logistics, materials management, coordination of trade workers, continuous identification of risks and ensuring that every person at the site followed safe operating procedures at all times.

51. At all relevant times, Defendant, Mountain Production Services, having undertaken the management and supervision of the project, owed a duty of care to ensure the safety and protection of the project, including the safety and protection of all those performing services at the project.

52. At all relevant times, Defendant, Mountain Production Services, having undertaken the management and supervision of the project, owed the highest duty of care to business invitees like Plaintiff, Brian Crowthers.

53. At all relevant times, Defendant, Mountain Production Services, knew or should have known about the hazardous conditions then and there existing on the construction site, including the lack of designated anchor points.

54. Defendant, Mountain Production Services', failure to properly and safely plan, manage, supervise, inspect, control and construct the project directly and proximately caused Plaintiff's serious and permanent injuries.

55. The injuries, damages and losses suffered by Plaintiff, Brian Crowthers, as more fully set forth above, were directly and proximately caused by the carelessness, negligence, gross negligence and recklessness of Defendant, Mountain Production Services, acting by and through its agents, servants, workers and/or employees in the following respects:

- a. Failing to provide Plaintiff, Brian Crowthers, a safe place in which to work;
- b. exposing Plaintiff, a business invitee, to unreasonable danger by failing to adopt, enact, employ and enforce proper and adequate safety programs, precautions, training, supervision and management of all persons on the project;
- c. failing to ensure that the project was safe and free from hazardous conditions;
- d. failing to warn Plaintiff of the peculiar, dangerous and unsafe conditions then and there existing on the project;
- e. failing to properly plan, manage, coordinate, inspect, maintain, sequence, control and supervise the work;
- f. failing to implement, require and enforce a policy that all contractors, subcontractors, material and equipment suppliers and all workers on the project site understand, obey and sign off on site specific safety rules,
- g. failing to adequately inspect, or require that others under its control inspect, the project thoroughly and regularly to identify, remedy and warn about dangerous and hazardous conditions and practices;
- h. failing to hire qualified and competent personnel for the purpose of ensuring that the work was always carried out in a safe manner;
- i. failing to adopt, enact, employ and enforce proper, adequate and comprehensive safety programs, precautions, procedures, measures and plans;
- j. failing to perform a comprehensive safety analysis of the project and the site and to promulgate safety rules and practices accordingly;
- k. performing work without an adequate and comprehensive safety plan in place;
- l. failing to offer proper safety training to all workers on the site;
- m. failing to hire qualified personnel for the purpose of ensuring that the worksite operations were performed in a reasonably safe manner;
- n. hiring project managers, superintendents, foremen and project safety personnel who were inattentive to, and unqualified for, the jobs they were hired to perform;

- o. failing to require that the contractor and/or subcontractor safety program be specific to the work being done;
- p. failing to adequately inspect, maintain and/or supervise all aspects of the work;
- q. failing to properly supervise the planning, coordination, scheduling, sequencing and performance of the work, including the work of all contractors, subcontractors, material suppliers and others engaged on the project site;
- r. failing to coordinate all work with other entities and subcontractors including Plaintiff's employer;
- s. failing to properly train its employees;
- t. failing to hire competent employees, safety inspectors, contractors and subcontractors;
- u. failing to make proper arrangements for the installation and use of designated anchor points for workers to attach lanyards to;
- v. failing to provide adequate materials, management and site logistics procedures to ensure that the work was performed safely for all workers;
- w. failing to continuously monitor the work site for job safety;
- x. failing to evaluate tasks for potential hazards in order to minimize those hazards and timely coordinate and train the crews engaged in work exposed to potential hazards;
- y. breaching its duties under §§ 323, 324(a), 343, 412, 422 and 424 of the Restatement of the Law of Torts (Second);
- z. violating and failing to comply with all federal and state statutes, local ordinances, and all other rules pertaining to the performance of construction work including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.*, 1926.501 *et seq.* and 1926.503 *et seq.*;
- aa. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project comply with all federal and state statutes, local ordinances, and all other rules pertaining to the performance of construction work including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.*, 1926.501 *et seq.* and 1926.503 *et seq.*;
- bb. violating and failing to comply with Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);
- cc. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project were in compliance with Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);

- dd. failing to provide special precautions which would have protected Plaintiff from the particular and unreasonable risk and/or risks of physical harm which Defendant recognized or should have recognized as likely created by the work being done;
- ee. failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the project site employed appropriate, safe means and methods of performing their work;
- ff. performing and furnishing construction and development services in an unsafe manner;
- gg. failing to take feasible, reasonable and cost-effective measures that would have prevented Plaintiff's injuries.
- hh. failing to provide adequate and proper fall protection;
- ii. using unsafe and inadequate fall protection;
- ii. Allowing workers to work at heights unprotected and/or inadequately protected from falls;
- kk. failing to provide adequate materials and equipment to ensure proper fall protection for workers; and
- ll. failing to have a fall protection plan or an adequate fall protection plan.

56. By conducting itself as set forth above, Defendant, Mountain Production Services', acts and omissions were the factual cause of and/or a substantial factor in and/or increased the risk of Plaintiff's serious and permanent injuries.

57. By reason of Defendant, Mountain Production Services', carelessness, negligence, gross negligence and recklessness, Plaintiff, Brian Crowthers suffered the injuries, damages and losses more fully set forth above.

WHEREFORE, Plaintiff, Brian Crowthers demands judgment against Defendants, each of them, jointly and severally, for sums in excess of fifty thousand dollars (\$50,000.00) in compensatory damages, exclusive of interest, cost and delay damages, pursuant to Pa. R.C.P. §238, as well as punitive damages, and brings this action to recover same.

COUNT III – NEGLIGENCE

PLAINTIFF v. THE NATIONAL FOOTBALL LEAGUE

58. Plaintiffs incorporate all preceding paragraphs as if set forth here in full.

59. At all relevant times, Defendant, the NFL, as host of the 2017 NFL Draft, was the owner and/or possessor the temporary amphitheater built for the Draft and was the maintainer, operator and controller of the temporary amphitheater.

60. Defendant, the NFL, owed a duty to those persons engaged in the performance of the work on the amphitheater, including Plaintiff, a business invitee, to provide a reasonably safe environment, free from unreasonable and dangerous hazards, within which to perform the work.

61. As the owner and/or possessor of the amphitheater, Defendant, the NFL, owed duties to Plaintiff under the Restatement of the Law of Torts (Second) as more fully set forth below, as well as common law principles of Pennsylvania Law.

62. Defendant, the NFL's, duties to Plaintiff included:

- a. knowing or by exercise of reasonable care, having reason to know or discover conditions which involve unreasonable risk of harm to individuals and business invitees such as Plaintiff;
- b. a duty to expect that such individuals and business invitees would not discover or realize the danger or fail to protect themselves against it;
- c. a duty to exercise reasonable care and protect individuals such as Plaintiff against the dangers located on the project;
- d. a duty to put the project in a condition reasonably safe for individuals such as Plaintiff who foreseeably must work on the project;
- e. a duty to carry on the other activities involving the project so as not to endanger individuals such as Plaintiff who would foreseeably be working on the project; and
- f. a duty to exercise reasonable care for the safety of those working on the project and a duty to warn individuals such as Plaintiff of the dangerous conditions and the risk involved in walking upon the project.

63. Defendant, the NFL, having owned, controlled, maintained and supervised the property where the project was performed, had a duty to adopt, promulgate and enforce proper, adequate, necessary and appropriate standards, guidelines and procedures for the work performed, training of personnel involved in the work, and safety precautions required for the work.

64. Prior to the date of the accident, Defendant, the NFL, knew or should have known of the hazardous and unsafe work practices that existed.

65. Defendant, the NFL, breached the duties that it owed to Plaintiff.

66. In breaching these duties, Defendant, the NFL, by and through its agents, servants, workers and/or employees, was careless, negligent and reckless in:

- a. Failing to provide Plaintiff, Brian Crowthers, a safe place in which to work;
- b. exposing Plaintiff, a business invitee, to unreasonable danger by failing to adopt, enact, employ and enforce proper and adequate safety programs, precautions, training, supervision and management of all persons on the project;
- c. failing to ensure that the project was safe and free from hazardous conditions;
- d. failing to warn Plaintiff of the peculiar, dangerous and unsafe conditions then and there existing on the project;
- e. failing to properly plan, manage, coordinate, inspect, maintain, sequence, control and supervise the work;
- f. failing to implement, require and enforce a policy that all contractors, subcontractors, material and equipment suppliers and all workers on the project site understand, obey and sign off on site specific safety rules,
- g. failing to adequately inspect, or require that others under its control inspect, the project thoroughly and regularly to identify, remedy and warn about dangerous and hazardous conditions and practices;
- h. failing to hire qualified and competent personnel for the purpose of ensuring that the work was always carried out in a safe manner;
- i. failing to adopt, enact, employ and enforce proper, adequate and comprehensive safety programs, precautions, procedures, measures and plans;
- j. failing to perform a comprehensive safety analysis of the project and the site and to promulgate safety rules and practices accordingly;

- k. performing work without an adequate and comprehensive safety plan in place;
- l. failing to offer proper safety training to all workers on the site;
- m. failing to hire qualified personnel for the purpose of ensuring that the worksite operations were performed in a reasonably safe manner;
- n. hiring project managers, superintendents, foremen and project safety personnel who were inattentive to, and unqualified for, the jobs they were hired to perform;
- o. failing to require that the contractor and/or subcontractor safety program be specific to the work being done;
- p. failing to adequately inspect, maintain and/or supervise all aspects of the work;
- q. failing to properly supervise the planning, coordination, scheduling, sequencing and performance of the work, including the work of all contractors, subcontractors, material suppliers and others engaged on the project site;
- r. failing to coordinate all work with other entities and subcontractors including Plaintiff's employer;
- s. failing to properly train its employees;
- t. failing to hire competent employees, safety inspectors, contractors and subcontractors;
- u. failing to make proper arrangements for the installation and use of designated anchor points for workers to attach lanyards to;
- v. failing to provide adequate materials, management and site logistics procedures to ensure that the work was performed safely for all workers;
- w. failing to continuously monitor the work site for job safety;
- x. failing to evaluate tasks for potential hazards in order to minimize those hazards and timely coordinate and train the crews engaged in work exposed to potential hazards;
- y. breaching its duties under §§ 323, 324(a), 343, 412, 422 and 424 of the Restatement of the Law of Torts (Second);
- z. violating and failing to comply with all federal and state statutes, local ordinances, and all other rules pertaining to the performance of construction work including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.*, 1926.501 *et seq.* and 1926.503 *et seq.*;
- aa. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project comply with all federal and state statutes, local

ordinances, and all other rules pertaining to the performance of construction work including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.*, 1926.501 *et seq.* and 1926.503 *et seq.*;

- bb. violating and failing to comply with Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);
- cc. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project were in compliance with Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);
- dd. failing to provide special precautions which would have protected Plaintiff from the particular and unreasonable risk and/or risks of physical harm which Defendant recognized or should have recognized as likely created by the work being done;
- ee. failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the project site employed appropriate, safe means and methods of performing their work;
- ff. performing and furnishing construction and development services in an unsafe manner;
- gg. failing to take feasible, reasonable and cost-effective measures that would have prevented Plaintiff's injuries.
- hh. failing to provide adequate and proper fall protection;
- ii. using unsafe and inadequate fall protection;
- ii. Allowing workers to work at heights unprotected and/or inadequately protected from falls;
- kk. failing to provide adequate materials and equipment to ensure proper fall protection for workers; and
- ll. failing to have a fall protection plan or an adequate fall protection plan.

67. By conducting itself as set forth above, Defendant, the NFL's acts and omissions were the factual cause of, a substantial factor in, or increased the risk of Plaintiff, Brian Crowther's, serious and permanent injuries.

68. By reason of Defendant, the NFL's, carelessness, negligence, gross negligence and recklessness, Plaintiff, Brian Crowthers, suffered the injuries, damages and losses more fully set forth above.

WHEREFORE, Plaintiff, Brian Crowthers, demands judgment against Defendants, each of them, jointly and severally, for sums in excess of fifty thousand dollars (\$50,000.00) in compensatory damages, exclusive of interest, cost and delay damages, pursuant to Pa. R.C.P. §238 as well as punitive damages and brings this action recover same.

COUNT IV – NEGLIGENCE

PLAINTIFF v. ESPN, INC.

69. Plaintiffs incorporate all preceding paragraphs as if set forth here in full.

70. At all relevant times, Defendant, ESPN, as producer/host of the 2017 NFL Draft, was the owner and/or possessor of the temporary amphitheater built for the Draft and was the maintainer, operator and controller of the temporary amphitheater.

71. Defendant, ESPN, owed a duty to those persons engaged in the performance of the work on the amphitheater, including Plaintiff, a business invitee, to provide a reasonably safe environment, free from unreasonable and dangerous hazards, within which to perform the work.

72. As the owner and/or possessor of the amphitheater, Defendant, ESPN, owed duties to Plaintiff under the Restatement of the Law of Torts (Second) as more fully set forth below, as well as common law principles of Pennsylvania Law.

73. Defendant, ESPN's, duties to Plaintiff included:

- a. knowing or by exercise of reasonable care, having reason to know or discover conditions which involve unreasonable risk of harm to individuals and business invitees such as Plaintiff;
- b. a duty to expect that such individuals and business invitees would not discover or realize the danger or fail to protect themselves against it;
- c. a duty to exercise reasonable care and protect individuals such as Plaintiff against the dangers located on the project;
- d. a duty to put the project in a condition reasonably safe for individuals such as Plaintiff who foreseeably must work on the project;
- e. a duty to carry on the other activities involving the project so as not to endanger individuals such as Plaintiff who would foreseeably be working on the project; and

- f. a duty to exercise reasonable care for the safety of those working on the project and a duty to warn individuals such as Plaintiff of the dangerous conditions and the risk involved in walking upon the project.

74. Defendant, ESPN, having owned, controlled, maintained and supervised the property where the project was performed, had a duty to adopt, promulgate and enforce proper, adequate, necessary and appropriate standards, guidelines and procedures for the work performed, training of personnel involved in the work, and safety precautions required for the work.

75. Prior to the date of the accident, Defendant, ESPN, knew or should have known of the hazardous and unsafe work practices that existed.

76. Defendant, ESPN, breached the duties that it owed to Plaintiff.

77. In breaching these duties, Defendant, ESPN, by and through its agents, servants, workers and/or employees, was careless, negligent and reckless in:

- a. Failing to provide Plaintiff, Brian Crowthers, a safe place in which to work;
- b. exposing Plaintiff, a business invitee, to unreasonable danger by failing to adopt, enact, employ and enforce proper and adequate safety programs, precautions, training, supervision and management of all persons on the project;
- c. failing to ensure that the project was safe and free from hazardous conditions;
- d. failing to warn Plaintiff of the peculiar, dangerous and unsafe conditions then and there existing on the project;
- e. failing to properly plan, manage, coordinate, inspect, maintain, sequence, control and supervise the work;
- f. failing to implement, require and enforce a policy that all contractors, subcontractors, material and equipment suppliers and all workers on the project site understand, obey and sign off on site specific safety rules,
- g. failing to adequately inspect, or require that others under its control inspect, the project thoroughly and regularly to identify, remedy and warn about dangerous and hazardous conditions and practices;
- h. failing to hire qualified and competent personnel for the purpose of ensuring that the work was always carried out in a safe manner;

- i. failing to adopt, enact, employ and enforce proper, adequate and comprehensive safety programs, precautions, procedures, measures and plans;
- j. failing to perform a comprehensive safety analysis of the project and the site and to promulgate safety rules and practices accordingly;
- k. performing work without an adequate and comprehensive safety plan in place;
- l. failing to offer proper safety training to all workers on the site;
- m. failing to hire qualified personnel for the purpose of ensuring that the worksite operations were performed in a reasonably safe manner;
- n. hiring project managers, superintendents, foremen and project safety personnel who were inattentive to, and unqualified for, the jobs they were hired to perform;
- o. failing to require that the contractor and/or subcontractor safety program be specific to the work being done;
- p. failing to adequately inspect, maintain and/or supervise all aspects of the work;
- q. failing to properly supervise the planning, coordination, scheduling, sequencing and performance of the work, including the work of all contractors, subcontractors, material suppliers and others engaged on the project site;
- r. failing to coordinate all work with other entities and subcontractors including Plaintiff's employer;
- s. failing to properly train its employees;
- t. failing to hire competent employees, safety inspectors, contractors and subcontractors;
- u. failing to make proper arrangements for the installation and use of designated anchor points for workers to attach lanyards to;
- v. failing to provide adequate materials, management and site logistics procedures to ensure that the work was performed safely for all workers;
- w. failing to continuously monitor the work site for job safety;
- x. failing to evaluate tasks for potential hazards in order to minimize those hazards and timely coordinate and train the crews engaged in work exposed to potential hazards;
- y. breaching its duties under §§ 323, 324(a), 343, 412, 422 and 424 of the Restatement of the Law of Torts (Second);
- z. violating and failing to comply with all federal and state statutes, local ordinances, and all other rules pertaining to the performance of construction work including,

specifically, including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.* 1926.501 *et seq.* and 1926.503 *et seq.*;

- aa. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project comply with all federal and state statutes, local ordinances, and all other rules pertaining to the performance of construction work including, specifically, Occupational Safety and Health Administration 29 C.F.R. regulations 1910.27 *et seq.*, 1910.140 *et seq.*, 1926.451 *et seq.*, 1926.452 *et seq.*, 1926.459 *et seq.* 1926.501 *et seq.* and 1926.503 *et seq.*;
- bb. violating and failing to comply with Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);
- cc. failing to ensure that all contractors, subcontractors, material suppliers and others engaged in work on the project were in compliance with Philadelphia Code, Title 4, Subcode A, Section A-1001.4 and Philadelphia Code, Section 9-1004(4)(c.1);
- dd. failing to provide special precautions which would have protected Plaintiff from the particular and unreasonable risk and/or risks of physical harm which Defendant recognized or should have recognized as likely created by the work being done;
- ee. failing to ensure that all contractors, subcontractors, material suppliers and others engaged on the project site employed appropriate, safe means and methods of performing their work;
- ff. performing and furnishing construction and development services in an unsafe manner;
- gg. failing to take feasible, reasonable and cost-effective measures that would have prevented Plaintiff's injuries.
- hh. failing to provide adequate and proper fall protection;
- ii. using unsafe and inadequate fall protection;
- jj. Allowing workers to work at heights unprotected and/or inadequately protected from falls;
- kk. failing to provide adequate materials and equipment to ensure proper fall protection for workers; and
- ll. failing to have a fall protection plan or an adequate fall protection plan.

78. By conducting itself as set forth above, Defendant, ESPN's, acts and omissions were the factual cause of, a substantial factor in, or increased the risk of Plaintiff, Brian Crowthers' s, serious and permanent injuries.

79. By reason of Defendant, ESPN's, carelessness, negligence, gross negligence and recklessness, Plaintiff, Brian Crowthers, suffered the injuries, damages and losses more fully set forth above.

WHEREFORE, Plaintiff, Brian Crowthers, demands judgment against Defendants, each of them, jointly and severally, for sums in excess of fifty thousand dollars (\$50,000.00) in compensatory damages, exclusive of interest, cost and delay damages, pursuant to Pa. R.C.P. §238, as well as punitive damages, and brings this action recover same.

Respectfully submitted,

FRITZ & BIANCULLI, LLC

BY: Brian Fritz
BRIAN E. FRITZ, ESQUIRE
KEVIN M. DURKAN, ESQUIRE

Attorneys for Plaintiff

Date: January 9, 2019

VERIFICATION

Filed and Attested by the
Office of Judicial Records
09 JAN 2019 10:55 am



The averments or denials of fact contained in the foregoing document are true according to the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signer has knowledge or information sufficient to form a belief that one of them is true. This Verification is made subject to the penalties of 18 Pa. C.S. 4904, relating to unsworn falsification to authorities.

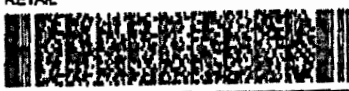
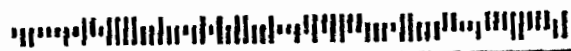
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| <div>C314</div> | | |
| SHIP TO: The National Football League 345 Park Avenue New York NY 10154-0004 | | |
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