

STARK & STARK
A Professional Corporation
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Shaniqueah Reese, individually and as parent	:	COURT OF COMMON PLEAS
and natural guardian of NR, a minor	:	PHILADELPHIA COUTY
	:	FEBRUARY TERM, 2020
	:	
VS.	:	No.:
	:	
Citizens Acting Together Can Help, Inc.	:	
“CATCH”, LogistiCare Solutions, LLC,	:	
Trinity Staffing Services, Inc.,	:	
Trinity Staffing Services, LLC.,	:	
Employer Solutions Staffing Group, II LLC, and	:	
Employer Solutions Staffing Group d/b/a ESSG	:	

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 money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL and INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-1701**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. 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 tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIALEGAL.

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Attorneys for Plaintiffs

Shaniqueah Reese, individually	:	COURT OF COMMON PLEAS
and as parent and natural	:	PHILADELPHIA COUNTY
guardian of NR, a minor	:	
1627 Ogden Street, Apt. 301	:	
Philadelphia, PA 19130	:	FEBRUARY TERM, 2020
	:	
VS.	:	No.:
	:	
Citizens Acting Together Can Help, Inc.	:	
“CATCH”	:	
1409 Lombard Street	:	
Philadelphia, PA 19146	:	
And	:	
LogistiCare Solutions, LLC	:	
520 North Delaware Avenue, Suite 801	:	
Philadelphia, PA 19123	:	
And	:	
Trinity Staffing Services, LLC	:	
2340 South Broad Street	:	
Philadelphia, PA 19145	:	
And	:	
Trinity Staffing Services, Inc.	:	
1607 S. Broad Street	:	
Philadelphia, PA 19148	:	
And	:	
Employer Solutions Staffing Group, II LLC	:	
7480 Flying Cloud Drive Suite 200	:	
Eden Prairie, Minnesota 55344	:	

And :
Employer Solutions Staffing Group, d/b/a ESSG :
7480 Flying Cloud Drive Suite 200 :
Eden Prairie, Minnesota 55344 :

COMPLAINT

I. PARTIES

1. Plaintiff, Shaniqueah Reese, is an adult individual and resides at 1627 Ogden Street, Apartment 301, Philadelphia, PA 19130.

2. Plaintiff, Shaniqueah Reese, is the parent and natural guardian of NR, a minor.

3. Defendant, Citizens Acting Together Can Help, Inc., "CATCH" (hereinafter CATCH) is a corporation or similar entity with a principal place of business at 1409 Lombard Street, Philadelphia, PA 19146.

4. Defendant, LogistiCare Solutions, LLC (hereinafter LogistiCare) is a corporation or similar entity with a principal place of business in Atlanta, Georgia and a local place of business at 520 North Delaware Avenue, Suite 801, Philadelphia, PA 19123.

5. Defendants, Trinity Staffing Services, LLC, and Defendant, Trinity Staffing Services, Inc. (hereinafter Trinity) are corporations or similar entities with a principal place of business at 2340 South Broad Street, Philadelphia, PA 19145.

6. Defendants, Employer Solutions Staffing Group, II LLC., and Defendant, Employer Solutions Staffing Group, d/b/a ESSG (hereinafter ESSG) are corporation or similar entities with a principal place of business at 7480 Flying Cloud Drive Suite 200, Eden Prairie, Minnesota 55344.

7. At all times relevant hereto, Jerome Price (hereinafter Price) was an employee, agent, ostensible agent or servant of CATCH, Trinity and ESSG.

II. RELATIONSHIP AMONG DEFENDANTS

8. CATCH provides a comprehensive continuum of treatment, training and education, residential, consultation and family support services to persons with cognitive delays, behavioral health issues, intellectual disabilities and substance abuse.

9. Children's Crisis Treatment Center - CCTC is a private non-profit agency that specializes in delivering behavioral health services to Philadelphia's children and their families. CCTC addresses the impact of child abuse, neglect, traumatic events, and other challenges to early childhood development, and assist children in reaching their full potential within their homes, community and society. CCTC is not a party to this lawsuit at this time.

10. LogistiCare is a manager of non-emergency medical transportation (NEMT) for state government agencies and managed care organization, which includes the following services: NEMT ride management, call center management, transportation provider network development and credentialing and vendor administration.

11. Trinity is a staffing company, which provides staffing for companies for various job categories of positions including the position of driver.

12. ESSG is a staffing solutions company, which provides staffing support services for companies.

13. The Pennsylvania Department of Human Services contracted with LogistiCare to provide non-emergency medical transportation (NEMT) for Medicaid beneficiaries in the Philadelphia area.

14. As part of their contract, LogistiCare was to provide non-emergency medical transportation (NEMT) for children to attend programs at CCTC.

15. LogistiCare contracted with CATCH to be a provider for non-emergency medical transportation (NEMT).

16. Under the terms of the agreement with LogistiCare, CATCH was a provider who agreed to provide high quality on-street transportation services for Medicaid participants determined to be eligible to receive transportation services by LogistiCare.

17. More specifically, as part of their services, CATCH provided the vans and drivers for the vans for the transportation of children to CTCC.

18. CATCH contracted with Trinity to provide drivers and aids.

19. Trinity contracted with ESSG to recruit and place employees with third parties, including the recruitment and placement of drivers to CATCH for the transportation of children to CTCC.

20. In the fall of 2018, ESSG and/or Trinity and/or CATCH hired Price to drive a van for children attending CTCC.

21. On November 1, 2018, CTCC conducted mandatory training for the van drivers, including Price, and attendants of CATCH on handling and the approaches to the children of CTCC.

22. Price attended and completed the mandatory training on November 1, 2018.

23. CTCC is a “school entity” as defined by the Act 126 of 2012 (“Child Abuse Recognition and Reporting Training”), which amended the Public School Code of 1949.

24. CATCH, LogistiCare, Trinity and ESSG are “independent contractors of school entity (CTCC)” as defined by the Act 126 of 2012 (“Child Abuse Recognition and Reporting Training”), which amended the Public School Code of 1949.

25. Under Act 126, CTCC, CATCH, LogistiCare, Trinity and ESSG are required “to provide their employees who have direct contact with children with mandatory training on child abuse recognition and reporting.”

III. FACTUAL BACKGROUND

26. NR (age 6) has a history of irritability, difficulty with mood modulation, temper tantrums, and aggressive outbursts.

27. NR enrolled in the CCTC Therapeutic Nursery starting in 2018 to provide mental health support for his behavior.

28. Sometime after September of 2018, NR was enrolled in the CCTC Therapeutic Nursery when NR initially came in contact with Price as his van driver.

29. Sometime after September 1, 2018 through November 26, 2018, Price drove vans transporting NR and other children to CTCC for the CCTC Therapeutic Nursery.

IV. VERBAL AND PHYSICAL ABUSE OF NR

30. Sometime after September 1, 2018 through November 26, 2018, Price systematically and continuously engaged in the verbal and physical abuse of NR and other children in the vans.

31. Incidents of the verbal and physical abuse of NR and other children in the vans include but are not limited to the following incidents:

- A. On October 18, 2018, Price used duct tape and restraints and wrapped it around the children’s arms, legs, feet, hands and mouth;
- B. On October 19, 2018, Price used duct tape and wrapped it around the children’s arms, legs, feet, hands and mouth;

- C. On October 29, 2018, Price physically abused a little girl and threatened all of the other children with duct tape.
- D. On October 30, 2018, Price and another van attendant used duct tape and wrapped it around the children's arms, legs, feet, hands and mouth;
- E. On October 31, 2018, Price threatened all of the children on the van that he would use duct tape on them.
- F. On November 2, 2018, the day after Price received training from CCTC about how to handle at risk children, Price used restraints to tie up the children's arms and legs and again used duct tape on the children.
- G. On November 15, 2018, Price used duct tape and wrapped it around the children's arms, legs, feet, hands and mouth.
- H. On November 20, 2018, Price used duct tape and other restraints again on the children. Price also physically assaulted the children on Defendants' van.
- I. On November 21, 2018, Price used duct tape and wrapped it around the children's arms, legs, feet, hands and mouth.

32. These incidents of the verbal and physical abuse of NR and other children in the vans were captured by the video surveillance.

33. These incidents of the verbal and physical abuse of NR and other children in the vans were witnessed by several employees, agents, ostensible agents and/or servants of CATCH, Trinity and ESSG.

34. Until November 26, 2018, these incidents of the verbal and physical abuse of NR by Price were never reported by Defendants in violation of Act 126.

35. On November 21, 2018, a mother of one of the children noticed that a child was duct taped while in the van.

36. On November 26, 2018, this mother alerted CCTC to the fact that children are being duct taped and abused while they are on the van.

37. CCTC contacted CATCH and informed them of the child abuse on their van by one of their drivers.

38. CATCH informed Trinity of the child abuse on their van by one of their drivers.

39. Price was interviewed and discharged from his position by CATCH and/or Trinity and/or ESSG.

40. Following an investigation by the City of Philadelphia Police Department, Price was charged with the following: (1) unlawful restraint of minor – 18 Pa. C.S.A. § 2902; (2) False imprisonment of minor 18 Pa. C.S.A. § 2903; (3) Endangering the welfare of children 18 Pa. C.S.A. § 4304; (4) Simple Assault 18 Pa. C.S.A. § 2701; (5) Recklessly endangering another person 18 Pa. C.S.A. § 2705.

COUNT I

NEGLIGENCE

**SHANIQUEAH REESE, INDIVIDUALLY AND AS PARENT AND
NATURAL GUARDIAN OF NR, A MINOR V. CITIZENS ACTING
TOGETHER CAN HELP, INC. "CATCH"**

41. Plaintiffs incorporate by reference the averments set forth above as if the same were set forth fully and at length herein.

42. Defendant CATCH is vicariously liable for the negligent, outrageous, willful, and criminal conduct of Jerome Price, their employee, agent, ostensible agent or servant as described above due to the fact that Price was acting in the course and scope of his employment with

Defendant CATCH at the time of the aforesaid incident and was operating a vehicle owned by CATCH.

43. Defendant CATCH is independently liable to Plaintiffs for damages, which were proximally and directly caused by Defendant's own negligence in:

- (a) Allowing Price to have direct contact with at-risk children, including NR, when they knew or should have known that he was continuously verbally and physically abusing said children;
- (b) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in violation of their own protocols;
- (c) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in clear violation of Pennsylvania law;
- (d) Failing to monitor and/or supervise the actions of Price and other employees, thereby allowing said employees to repeatedly verbally and physically abuse at-risk children, including NR;
- (e) Failing to review and/or ignoring the contents of available surveillance footage depicting Price's continuous, ongoing, and systematic verbal and physical abuse of at-risk children, including NR;
- (f) Failing to provide Price and other employees with mandatory training on recognition and reporting of child abuse as required by Act 126 of 2012 ("Child Abuse Recognition and Reporting Training");

- (g) Failing to otherwise ensure that Price and other employees fully comprehended the types of acts that constitute child abuse, and were thereby required to be reported pursuant to Pennsylvania law;
- (h) Failing to ensure that their employees and agents were reporting incidents of suspected child abuse as required by the PA Child Protective Services Law;
- (i) Failing to take meaningful substantive action to prevent Price and other employees from continuously and systematically verbally and physically abusing at-risk children, including NR; and
- (j) Failing to adequately screen employees, including Price, prior to hiring them to ensure that said employees fully comprehend the legal requirements of working in direct contact with children, and that they are capable of complying with said requirements.

44. As a result of the above gross negligence, outrageous and willful conduct, and carelessness per se, NR has suffered physical and emotional injuries, including but not limited to nightmares, anxiety, aggression, increased behavioral problems, some or all of which is serious and may be permanent in nature.

45. As a result of the Defendant's negligence as aforesaid, NR has undergone in the past and will in the future continue to undergo great pain and suffering.

46. As a result of the Defendant's negligence as aforesaid, Shaniqueah Reese and NR have been obliged to receive and undergo medical attention and care and incur various expenses for the injuries sustained and may be obliged to incur same for an indefinite period of time in the future.

47. As a result of the Defendant's negligence as aforesaid, NR has been unable to attend to his usual duties, activities and occupation and may be unable to attend to same for an indefinite period of time in the future.

48. The conduct of Defendant CATCH as set forth above demonstrates a total and utter disregard for the safety of at-risk children and constitutes a willful and wanton disregard for others and human life, such that their conduct would be outrageous to a person of reasonable and ordinary sensibilities.

49. Plaintiffs aver that Defendant's conduct so deviated from the appropriate standards of care applicable that an award of punitive damages is appropriate.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of the arbitration limits.

COUNT II

NEGLIGENCE

**SHANIQUEAH REESE, INDIVIDUALLY AND AS PARENT AND
NATURAL GUARDIAN OF NR, A MINOR V.
LOGISTICARE SOLUTIONS, LLC**

50. Plaintiffs incorporate by reference the averments set forth above as if the same were set forth fully and at length herein.

51. Defendant LogistiCare is vicariously liable for the negligent, outrageous, willful, and criminal conduct of Jerome Price, their employee, agent, ostensible agent or servant as described above due to the fact that Price was acting in the course and scope of his employment with Defendant LogistiCare at the time of the aforesaid incident.

52. Defendant LogistiCare is independently liable to Plaintiffs for damages, which were proximally and directly caused by Defendant's own negligence in:

- (a) Allowing Price to have direct contact with at-risk children, including NR, when they knew or should have known that he was continuously verbally and physically abusing said children;
- (b) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in violation of their own protocols;
- (c) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in clear violation of Pennsylvania law;
- (d) Failing to monitor and/or supervise the actions of Price and other employees, thereby allowing said employees to repeatedly verbally and physically abuse at-risk children, including NR;
- (e) Failing to review and/or ignoring the contents of available surveillance footage depicting Price's continuous, ongoing, and systematic verbal and physical abuse of at-risk children, including NR;
- (f) Failing to provide Price and other employees with mandatory training on recognition and reporting of child abuse as required by Act 126 of 2012 ("Child Abuse Recognition and Reporting Training");
- (g) Failing to otherwise ensure that Price and other employees fully comprehended the types of acts that constitute child abuse, and were thereby required to be reported pursuant to Pennsylvania law;
- (h) Failing to ensure that their employees and agents were reporting incidents of suspected child abuse as required by the PA Child Protective Services Law;

(i) Failing to take meaningful substantive action to prevent Price and other employees from continuously and systematically verbally and physically abusing at-risk children, including NR; and

(j) Failing to adequately screen employees, including Price, prior to hiring them to ensure that said employees fully comprehend the legal requirements of working in direct contact with children, and that they are capable of complying with said requirements.

53. As a result of the above gross negligence, outrageous and willful conduct, and carelessness per se, NR has suffered physical and emotional injuries, including but not limited to nightmares, anxiety, aggression, increased behavioral problems, some or all of which is serious and may be permanent in nature.

54. As a result of the Defendant's negligence as aforesaid, NR has undergone in the past and will in the future continue to undergo great pain and suffering.

55. As a result of the Defendant's negligence as aforesaid, Shaniqueah Reese and NR have been obliged to receive and undergo medical attention and care and incur various expenses for the injuries sustained and may be obliged to incur same for an indefinite period of time in the future.

56. As a result of the Defendants' negligence as aforesaid, NR has been unable to attend to his usual duties, activities and occupation and may be unable to attend to same for an indefinite period of time in the future.

57. The conduct of Defendant LogistiCare as set forth above demonstrates a total and utter disregard for the safety of at-risk children and constitutes a willful and wanton disregard for

others and human life, such that their conduct would be outrageous to a person of reasonable and ordinary sensibilities.

58. Plaintiffs aver that Defendant's conduct so deviated from the appropriate standards of care applicable that an award of punitive damages is appropriate.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of the arbitration limits.

COUNT III

NEGLIGENCE

**SHANIQUEAH REESE, INDIVIDUALLY AND AS PARENT AND
NATURAL GUARDIAN OF NR, A MINOR V. TRINITY STAFFING SERVICES, INC.
AND TRINITY STAFFING SERVICES, LLC**

59. Plaintiffs incorporate by reference the averments set forth above as if the same were set forth fully and at length herein.

60. Defendants Trinity are vicariously liable for the negligent, outrageous, willful, and criminal conduct of Jerome Price, their employee, agent, ostensible agent or servant as described above due to the fact that Price was acting in the course and scope of his employment with Defendants Trinity at the time of the aforesaid incident.

61. Defendants Trinity are independently liable to Plaintiffs for damages, which were proximally and directly caused by Defendant's own negligence in:

- (a) Allowing Price to have direct contact with at-risk children, including NR, when they knew or should have known that he was continuously verbally and physically abusing said children;

- (b) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in violation of their own protocols;
- (c) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in clear violation of Pennsylvania law;
- (d) Failing to monitor and/or supervise the actions of Price and other employees, thereby allowing said employees to repeatedly verbally and physically abuse at-risk children, including NR;
- (e) Failing to review and/or ignoring the contents of available surveillance footage depicting Price's continuous, ongoing, and systematic verbal and physical abuse of at-risk children, including NR;
- (f) Failing to provide Price and other employees with mandatory training on recognition and reporting of child abuse as required by Act 126 of 2012 ("Child Abuse Recognition and Reporting Training");
- (g) Failing to otherwise ensure that Price and other employees fully comprehended the types of acts that constitute child abuse, and were thereby required to be reported pursuant to Pennsylvania law;
- (h) Failing to ensure that their employees and agents were reporting incidents of suspected child abuse as required by the PA Child Protective Services Law;
- (i) Failing to take meaningful substantive action to prevent Price and other employees from continuously and systematically verbally and physically abusing at-risk children, including NR; and

(j) Failing to adequately screen employees, including Price, prior to hiring them to ensure that said employees fully comprehend the legal requirements of working in direct contact with children, and that they are capable of complying with said requirements.

62. As a result of the Defendants', outrageous and willful conduct, and carelessness per se, NR has suffered physical and emotional injuries, including but not limited to nightmares, anxiety, aggression, increased behavioral problems, some or all of which is serious and may be permanent in nature.

63. As a result of the Defendants' negligence as aforesaid, NR has undergone in the past and will in the future continue to undergo great pain and suffering.

64. As a result of the Defendants' negligence as aforesaid, Shaniqueah Reese and NR have been obliged to receive and undergo medical attention and care and incur various expenses for the injuries sustained and may be obliged to incur same for an indefinite period of time in the future.

65. As a result of the Defendants' negligence as aforesaid, NR has been unable to attend to his usual duties, activities and occupation and may be unable to attend to same for an indefinite period of time in the future.

66. The conduct of Defendants Trinity as set forth above demonstrates a total and utter disregard for the safety of at-risk children and constitutes a willful and wanton disregard for others and human life, such that their conduct would be outrageous to a person of reasonable and ordinary sensibilities.

67. Plaintiffs aver that Defendants' conduct so deviated from the appropriate standards of care applicable that an award of punitive damages is appropriate.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of the arbitration limits.

COUNT IV

NEGLIGENCE

**SHANIQUEAH REESE, INDIVIDUALLY AND AS PARENT AND
NATURAL GUARDIAN OF NR, A MINOR V. EMPLOYER SOLUTIONS STAFFING
GROUP, II LLC AND EMPLOYER SOLUTIONS STAFFING GROUP D/B/A ESSG**

68. Plaintiffs incorporate by reference the averments set forth above as if the same were set forth fully and at length herein.

69. Defendants ESSG are vicariously liable for the negligent, outrageous, willful, and criminal conduct of Jerome Price, their employee, agent, ostensible agent or servant as described above due to the fact that Price was acting in the course and scope of his employment with Defendant ESSG at the time of the aforesaid incident.

70. Defendants ESSG are independently liable to Plaintiffs for damages, which were proximally and directly caused by Defendants' own negligence in:

- (a) Allowing Price to have direct contact with at-risk children, including NR, when they knew or should have known that he was continuously verbally and physically abusing said children;
- (b) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in violation of their own protocols;
- (c) Knowingly constructing and maintaining an unsafe atmosphere for at-risk children, including NR, thereby allowing for the continuous and systematic abuse of said children in clear violation of Pennsylvania law;

- (d) Failing to monitor and/or supervise the actions of Price and other employees, thereby allowing said employees to repeatedly verbally and physically abuse at-risk children, including NR;
- (e) Failing to review and/or ignoring the contents of available surveillance footage depicting Price's continuous, ongoing, and systematic verbal and physical abuse of at-risk children, including NR;
- (f) Failing to provide Price and other employees with mandatory training on recognition and reporting of child abuse as required by Act 126 of 2012 ("Child Abuse Recognition and Reporting Training");
- (g) Failing to otherwise ensure that Price and other employees fully comprehended the types of acts that constitute child abuse, and were thereby required to be reported pursuant to Pennsylvania law;
- (h) Failing to ensure that their employees and agents were reporting incidents of suspected child abuse as required by the PA Child Protective Services Law;
- (i) Failing to take meaningful substantive action to prevent Price and other employees from continuously and systematically verbally and physically abusing at-risk children, including NR; and
- (j) Failing to adequately screen employees, including Price, prior to hiring them to ensure that said employees fully comprehend the legal requirements of working in direct contact with children, and that they are capable of complying with said requirements.

71. As a result of the Defendants', outrageous and willful conduct, and carelessness per se, NR has suffered physical and emotional injuries, including but not limited to nightmares,

anxiety, aggression, increased behavioral problems, some or all of which is serious and may be permanent in nature.

72. As a result of the Defendants' negligence as aforesaid, NR has undergone in the past and will in the future continue to undergo great pain and suffering.

73. As a result of the Defendants' negligence as aforesaid, Shaniqueah Reese and NR have been obliged to receive and undergo medical attention and care and incur various expenses for the injuries sustained and may be obliged to incur same for an indefinite period of time in the future.

74. As a result of the Defendants' negligence as aforesaid, NR has been unable to attend to his usual duties, activities and occupation and may be unable to attend to same for an indefinite period of time in the future.

75. The conduct of Defendants ESSG as set forth above demonstrates a total and utter disregard for the safety of at-risk children and constitutes a willful and wanton disregard for others and human life, such that their conduct would be outrageous to a person of reasonable and ordinary sensibilities.

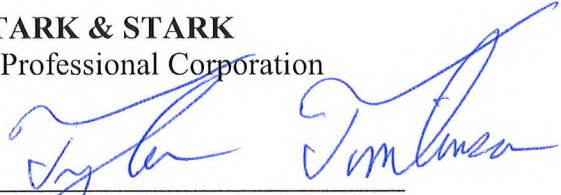
76. Plaintiffs avers that Defendants' conduct so deviated from the appropriate standards of care applicable that an award of punitive damages is appropriate.

WHEREFORE, Plaintiffs demand judgment against Defendants in an amount in excess of the arbitration limits.

Respectfully submitted:

STARK & STARK
A Professional Corporation

By:



R. Tyler Tomlinson, Esquire
Joseph A. Cullen, Jr., Esquire
Ian S. Abovitz, Esquire
Attorneys for Plaintiffs

Dated: February 25, 2020

VERIFICATION

I, Shaniqueah Reese, have read the foregoing Complaint and the averments therein are true and correct to the best of my knowledge, information and belief. Furthermore, I understand that this verification is made subject to the penalties of 18 Pa.C.S.A. 4904, relating to unsworn falsification to authorities.



Shaniqueah Reese