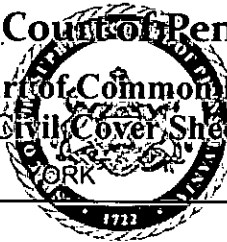


# Supreme Court of Pennsylvania

Court of Common Pleas  
Civil Cover Sheet

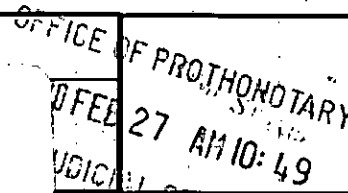


County

For Prothonotary Use Only:

Thu, Feb 27, 2020 2:23 PM

2020-SU-000647



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	<b>Commencement of Action:</b> <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition <input type="checkbox"/> Transfer from Another Jurisdiction <input type="checkbox"/> Declaration of Taking	
	Lead Plaintiff's Name: Casey Flansch, Administratrix Estate of Ivan K Flansch	Lead Defendant's Name: Weaver Warehouse, LLC
	Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dollar Amount Requested: (check one) <input type="checkbox"/> within arbitration limits <input checked="" type="checkbox"/> outside arbitration limits
	Is this a Class Action Suit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this an MDJ Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Name of Plaintiff/Appellant's Attorney: Stewart L. Cohen, Esquire/Joel S. Rosen, Esquire <input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)	

SECTION B	<b>Nature of the Case:</b> Place an "X" to the left of the <u>ONE</u> case category that most accurately describes your <b>PRIMARY CASE</b> . If you are making more than one type of claim, check the one that you consider most important.		
	<b>TORT (do not include Mass Tort)</b> <input type="checkbox"/> Intentional <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability (does not include mass tort) <input checked="" type="checkbox"/> Slander/Libel/ Defamation <input checked="" type="checkbox"/> Other: Wrongful Death	<b>CONTRACT (do not include Judgments)</b> <input type="checkbox"/> Buyer Plaintiff <input type="checkbox"/> Debt Collection: Credit Card <input type="checkbox"/> Debt Collection: Other  <input type="checkbox"/> Employment Dispute: Discrimination <input type="checkbox"/> Employment Dispute: Other  <input type="checkbox"/> Other:	<b>CIVIL APPEALS</b> Administrative Agencies <input type="checkbox"/> Board of Assessment <input type="checkbox"/> Board of Elections <input type="checkbox"/> Dept. of Transportation <input type="checkbox"/> Statutory Appeal: Other  <input type="checkbox"/> Zoning Board <input type="checkbox"/> Other:
	<b>MASS TORT</b> <input type="checkbox"/> Asbestos <input type="checkbox"/> Tobacco <input type="checkbox"/> Toxic Tort - DES <input type="checkbox"/> Toxic Tort - Implant <input type="checkbox"/> Toxic Waste <input type="checkbox"/> Other:	<b>REAL PROPERTY</b> <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Ground Rent <input type="checkbox"/> Landlord/Tenant Dispute <input type="checkbox"/> Mortgage Foreclosure: Residential <input type="checkbox"/> Mortgage Foreclosure: Commercial <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Other:	<b>MISCELLANEOUS</b> <input type="checkbox"/> Common Law/Statutory Arbitration <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Mandamus <input type="checkbox"/> Non-Domestic Relations <input type="checkbox"/> Restraining Order <input type="checkbox"/> Quo Warranto <input type="checkbox"/> Replevin <input type="checkbox"/> Other:
	<b>PROFESSIONAL LIABILITY</b> <input type="checkbox"/> Dental <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional:		

**NOTICE**

2020 FEB 27 AM 10:49

JUDICIAL CENTER  
YORK, PA

**Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:**

**Rule 205.5. Cover Sheet**

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at [www.pacourts.us](http://www.pacourts.us).

IN THE COURT OF COMMON PLEAS  
YORK COUNTY, PENNSYLVANIA

OFFICE OF PROTHONOTARY

2020 FEB 27 AM 10:49

JUDICIAL CENTER  
YORK, PA

CIVIL ACTION DIVISION

Thu, Feb 27, 2020 2:23 PM

2020-SU-000647

**CASEY FLANSCHA**

Administrator of the Estate of  
Ivan K. Flansch, Deceased  
820 Edgeworth Court  
Red Lion, PA 17356

And

**KAREN MARIE ANTHONY**

Administrator of the Estate of  
Zachary Anthony, Deceased  
106 Orchard Drive  
Kunkletown, PA 18058

Plaintiffs

vs.

**WEAVER WAREHOUSE, LLC**

4261 Webster Drive  
York, PA 17402

And

**JURY TRIAL DEMANDED**

**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 OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**YORK COUNTY BAR ASSOCIATION**

**LAWYER REFERRAL SERVICE**

137 Market Street  
York, PA 717-854-8755

**DARSE CUENTA**

Usted ha sido demandado en el tribunal. Si desea defenderse de los reclamos establecidos en las páginas siguientes, debe tomar medidas dentro de los veinte (20) días posteriores a la presentación de esta queja y notificación, ingresando una presentación por escrito personalmente o por un abogado y presentando por escrito ante el tribunal su defensas u objeciones a los reclamos establecidos en su contra. Se le advierte que si no lo hace, el caso puede continuar sin usted y el tribunal puede dictar una sentencia en su contra sin previo aviso por el dinero reclamado en la demanda o por cualquier otro reclamo o reparación solicitada por el demandante. Puede perder dinero o bienes u otros derechos importantes para usted.

USTED DEBE TOMAR ESTE DOCUMENTO A SU ABOGADO DE UNA VEZ. SI NO TIENE UN ABOGADO O NO PUEDE PAGAR UNO, VISITE O TELÉFONO LA OFICINA ESTABLECIDA A CONTINUACIÓN PARA ENCONTRAR DÓNDE PUEDE OBTENER AYUDA LEGAL ASOCIACIÓN DE BARES DEL CONDADO DE YORK SERVICIO DE REFERENCIA DE ABOGADOS 137 Market Street York, PA 717-854-8755

**WEAVER WAREHOUSE MASTER  
TENANT, LLC**  
4261 Webster Drive  
York, PA 17402

And

**STEINKAMP CONSTRUCTION, LLC**  
4261 Webster Drive  
York, PA 17402

And

**MATTHEW STEINKAMP**  
4261 Webster Drive  
York, PA 17402

And

**ANTHONY CALDWELL**  
2 Summit Street  
Duncannon, PA 17020

And

**PAUL CALDWELL**  
2 Summit Street  
Duncannon, PA 17020

Defendants

OFFICE OF PROTHONOTARY

2020 FEB 27 AM 10:49

JUDICIAL CENTER  
YORK, PA

Thu, Feb 27, 2020 2:23 PM

2020-SU-000647

**CIVIL ACTION COMPLAINT**

1. Plaintiff Casey M. Flansch is an individual residing at 820 Edgeworth Court, Red Lion, PA. Ms. Flansch is the wife of the Deceased, Ivan K. Flansch and the Administrator of his Estate by granting of Letters of Administration by the Register for the Probate of Wills in York County on April 6, 2018,

2. Plaintiff Karen Marie Anthony is an individual residing at 106 Orchard Drive, Kunkletown, PA. Ms. Anthony is the mother of the Deceased, Zachary Anthony, and the Administrator of his Estate by Order of the County of York Court of Common Pleas Orphan's Court Division dated September 16, 2019.

3. Defendant Weaver Warehouse, LLC ("Defendant Weaver") is a limited liability company with its principal place of business at 4261 Webster Drive, York, PA. At all times relevant to this action, Defendant Weaver was the owner of the Weaver Piano Building located at 127 N. Broad Street, York, PA.

4. Defendant Weaver Warehouse Master Tenant, LLC ("Defendant Weaver Tenant") is a limited liability company with its principal place of business at 4261 Webster Drive, York, PA. At all times relevant to this action, Weaver Tenant was in the business of leasing, managing, operating, selling and otherwise disposing of the Weaver Piano Building and operating the construction project ongoing at that building.

5. Defendant Steinkamp Construction, LLC ("Defendant Steinkamp") is a limited liability company with its principal place of business at 4261 Webster Drive, York, PA. At all times relevant to this action, Defendant Steinkamp was the general contractor for the construction project at the Weaver Piano Building located at 127 N. Broad Street, York, PA.

6. Defendant Matthew Steinkamp is an individual residing at 4261 Webster Drive, York, PA. At all times relevant to this action Matthew Steinkamp was the sole member and owner of Defendant Weaver, Defendant Weaver Tenant, and Defendant Steinkamp and acted as owner, general contractor and manager and operator of the construction project ongoing at the Weaver Piano Building.

7. Defendant Anthony Caldwell is an individual residing at 2 Summit Street, Duncannon, PA.

8. Defendant Paul Caldwell is an individual residing at 2 Summit Street, Duncannon, PA.

9. At all times relevant to this action, all defendants acted through their respective agents, servants and employees acting in the course and scope of their agency and employment.

10. On and before March 21, 2018, there was an ongoing construction project ("the project") at the Weaver Piano Building ("the building") located at 127 N. Broad Street, York PA in which the building was being converted into condominium units.

11. The building was owned by Defendant Weaver.

12. As owner of the property, Defendant Weaver had and/or assumed a duty to make sure that the project was running safely; that conditions on and about the project and building were safe and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that the work of various subcontractors was performed safely and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that material on site was stored properly, safely and in accordance with codes regulations and generally accepted construction industry safety practices and standards; and that material was not stored on site that would constitute a hazardous fuel load in case of fire.

13. Defendant Weaver had a duty to make sure that there were no fire hazards on the project, that there was a fire safety plan in place for the project, that there was an appropriate fire

warning and suppression system in place at the project and that the building was reasonably protected from the initiation and spread of fire.

14. The building was leased, operated and managed by Defendant Weaver Tenant.

15. As lessor, operator and manager of the property, Defendant Weaver Tenant had and/or assumed a duty to make sure that the project was running safely; that conditions on and about the project and building were safe and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that the work of various subcontractors was performed safely and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that material on site was stored properly, safely and in accordance with codes regulations and generally accepted construction industry safety practices and standards; and that material was not stored on site that would constitute a hazardous fuel load in case of fire.

16. Defendant Weaver Tenant had a duty to make sure that there were no fire hazards on the project, that there was a fire safety plan in place for the project, that there was an appropriate fire warning and suppression system in place at the project and that the building was reasonably protected from the initiation and spread of fire.

17. The general contractor and construction manager on the project were Defendant Steinkamp.

18. As general contractor and construction manager, Defendant Steinkamp had and/or assumed a duty to make sure that the project was running safely; that conditions on and about the project and building were safe and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that the work of various subcontractors was

performed safely and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that material on site was stored properly, safely and in accordance with codes regulations and generally accepted construction industry safety practices and standards; and that material was not stored on site that would constitute a hazardous fuel load in case of fire.

19. Defendant Steinkamp had a duty to make sure that there were no fire hazards on the project, that there was a fire safety plan in place for the project, that there was an appropriate fire warning and suppression system in place at the project and that the building was reasonably protected from the initiation and spread of fire.

20. The owner, general contractor, construction manager, operator and manager of the property was Defendant Matthew Steinkamp.

21. As owner, general contractor, and construction manager, manager and operator, Defendant Matthew Steinkamp had and/or assumed a duty to make sure that the project was running safely; that conditions on and about the project and building were safe and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that the work of various subcontractors was performed safely and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that material on site was stored properly, safely and in accordance with codes regulations and generally accepted construction industry safety practices and standards; and that material was not stored on site that would constitute a hazardous fuel load in case of fire.

22. Defendant Matthew Steinkamp had a duty to make sure that there were no fire hazards on the project, that there was a fire safety plan in place for the project, that there was an



appropriate fire warning and suppression system in place at the project and that the building was reasonably protected from the initiation and spread of fire.

23. Defendant Anthony Caldwell contracted with Defendant Steinkamp to perform construction work on the project.

24. Defendant Paul Caldwell performed work on the project pursuant to the Anthony Caldwell contract as an employee and/or agent of Anthony Caldwell.

25. Defendants Paul Caldwell and Anthony Caldwell worked as foremen and superintendents on the project and assumed the roles of foremen and superintendents on the project, directing the work of the subcontractors and assuming responsibility for conditions at the building.

26. As foremen and superintendents, Defendants Paul and Anthony Caldwell had and/or assumed a duty to make sure that the project was running safely; that conditions on and about the project and building were safe and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that the work of various subcontractors was performed safely and in accordance with codes, regulations and generally accepted construction industry safety practices and standards; that material on site was stored properly, safely and in accordance with codes regulations and generally accepted construction industry safety practices and standards; and that material was not stored on site that would constitute a hazardous fuel load in case of fire.

27. Defendants Paul and Anthony Caldwell had a duty to make sure that there were no fire hazards on the project, that there was a fire safety plan in place for the project, that there

was an appropriate fire warning and suppression system in place at the project and that the building was reasonably protected from the initiation and spread of fire.

28. The building where the project was occurring was a four-story warehouse building.

29. Up until the day of the fire, March 21, 2018, the first floor of the building was used to store various materials and was used as a working area for several subcontractors.

30. On the day of the fire, the first floor of the building was filled with large amounts of disorganized material, particularly in the south wing of the building.

31. On the day of the fire, large amounts of combustibles and flammable material were being stored on the first floor, particularly in the south wing of the building, including but not limited to paint; paint thinners; approximately 130 hollow core doors that were either painted or waiting to be painted; wood trim; painted window boxes; stacks of lumber; plywood; a pile of older wood; roofing primer, primer wash and yellow roofing glue; approximately 100 gallons of polyurethane; diesel fuel; kerosene fuel; gasoline; and other waste material.

32. This accumulation of combustible material and fuel was not stored or contained safely and created an unreasonable risk of fire initiation and fire spread.

33. On the day of the fire, the first floor of the south wing of the building had two separate areas marked out by hanging, flammable plastic sheeting from ceiling to floor, one for carpentry work and one for painting work.

34. On the day of the fire, there were multiple torpedo heaters in the areas of the carpentry and painting areas which operated on kerosene fuel and burned with an open flame.

35. On the day of the fire, the building was using an electric system in the building that in part was old and constantly tripping and malfunctioning.

36. In the days immediately before the fire, large amounts of polyurethane had been poured out onto the floors on the fourth floor of the south wing of the building and had dripped through cracks and holes in the flooring onto the floors below.

37. In the days immediately before the fire, there were large amounts of sawdust on the first floor, south wing due to carpentry work being performed on that floor.

38. All of the material cited in the paragraphs above constituted a large, concentrated fuel load that provided source material for a fire to originate and then burn quickly out of control on the first floor of the building.

39. None of the flammable, hazardous material stored in the building was separated or stored in safe containers to prevent them from becoming fuel for the ignition and spread of fire in the building.

40. Conditions that existed in the building in the days before the fire increased the risk that a fire would be unintentionally initiated and then spread quickly throughout the building.

41. On the day of the fire there was a sprinkler system partially installed in the building, but it had yet to be made operational.

42. On the day of the fire, there was no operational fire suppression system in the building.

43. On the day of the fire, there was no operational fire alarm or warning system in place in the building, and/or an inadequate operational fire alarm or warning system.

44. On the day of the fire, there was no fire safety plan put in place in the building, including but not limited to a fire safety plan pursuant to the National Fire Protection Act ("NFPA").

45. On the day of the fire, there was no fire protection and prevention program at the job site.

46. On the day of the fire, there was no system in place to detect, prevent or hinder the initiation or spread of fire in the building.

47. On the day of the fire, the material on the first floor identified in the preceding paragraphs was stored in violation of the NFPA.

48. On March 21, 2018, a fire occurred at the building.

49. The fire originated on the first floor of the south wing of the building.

50. Members of the City of York Fire Department were dispatched to the scene of the fire on March 21.

51. The fire grew so large at that location that a second alarm, and then a third alarm was raised by the Fire Department due to the number of personnel needed to get the fire under control.

52. The fire burned quickly out of control, despite the efforts of firefighters at the scene, due to the large amount of uncontained fuel load present in the south wing of the building.

53. Firefighters were unable to control the fire due to the large amount of uncontained fuel load present in the south wing of the building.

54. If not for the large amount of uncontained fuel load present in the south wing of the building, the fire would have been contained.

55. Due to the large amount of fuel load present in the south wing of the building as described herein, the fire engulfed the entire south wing on all floors, causing the collapse of the building.

56. Due to the lack of any operating fire suppression system, including but not limited to a sprinkler system, the fire was able to initiate and to burn out of control, causing the collapse of the building.

57. Due to the lack of any fire warning system and/or an inadequate fire warning system, the fire was able to burn out of control, causing the collapse of the building.

58. During the firefighting efforts on March 21, portions of the south wing of the building collapsed. No firefighters were inside the building at that time and no firefighters were injured during the collapse on the 21<sup>st</sup>.

59. Firefighting efforts continued throughout the evening of the 21<sup>st</sup> into the morning hours of March 22. These efforts were focused on extinguishing hidden pockets of fire and hot spots within the building.

60. In the early morning hours of March 22, the firefighting efforts were external. No firefighters were deployed inside the building because the structure of the building was

compromised and firefighting personnel were concerned about the danger of further collapse of the building.

61. In the late morning/early afternoon hours of March 22, a member of the Carney Engineering Corporation ("CEG") came to the scene of the fire while in his role as structural engineers to advise the York Fire Department and to evaluate the structural stability of the building.

62. CEG and Joshua Carney are named Defendants in a case currently filed by Plaintiffs in York County, No. 2018-SU-001434.

63. CEG conducted a survey and examination of the building by entering the building and by being raised in a Fire Department bucket truck outside the building to survey various locations in the upper floors of the building.

64. After surveying the building, the Carney defendants informed members of the York Fire Department that the structure of the building was sound and stable and that the building was safe for entry by firefighters.

65. Relying upon the survey conducted by the CEG and the findings from that survey that were conveyed by CEG to members of the City of York Fire Department, an interior crew of firefighters was deployed inside the building to extinguish ongoing fire spots that were inside the building.

66. Firefighter Ivan Flansch and Firefighter Zachary Anthony were deployed inside the building as members of that crew.

67. At approximately 3 pm on March 22, there was a further collapse of the 4<sup>th</sup> floor of the south wing of the building.

68. This collapse occurred while firefighters Flanscha and Anthony were inside the building.

69. Firefighters Flanscha and Anthony were trapped in the rubble from the building collapse and had to be extricated from the rubble by their fellow firefighters.

70. Firefighters Flanscha and Anthony both died on the March 22, 2018 from the injuries they sustained in the building collapse.

**COUNT I – NEGLIGENCE AGAINST WEAVER WAREHOUSE, LLC**

71. Plaintiffs incorporate the allegations set forth in the previous paragraphs.

72. The negligent, careless, intentional and/or reckless conduct of Defendant Weaver includes the following:

- a. failing to have an operating sprinkler system in the building at the time of the fire;
- b. failing to have an adequate fire suppression system in the building at the time of the fire;
- c. failing to have an adequate fire warning system in the building at the time of the fire;
- d. having an unsafe fuel load stored in the building;
- e. improperly storing flammable material in the building;
- f. storing an unsafe amount of flammable material in the building;
- g. failing to have a fire safety plan, fire prevention plan or fire protection plan for the building;
- h. failing to appoint any person to administer a fire safety, prevention or protection plan;

- i. failing to properly separate and/or contain hazardous combustible materials;
- j. failing to comply with relevant statutes, codes and regulations, including but not limited to the NFPA and OSHA;
- k. failing to hire and retain a competent general contractor, foreman or project administrator to plan and administer for fire safety conditions at the project;
- l. maintaining a work site that was unsafe;
- m. maintaining a work site that had an unsafe risk of the initiation and sudden spread of fire;
- n. failing to conduct proper maintenance in the building;
- o. failing to have a maintenance plan in place for the building.

73. By conducting itself as set forth above, Defendant Weaver's acts and omissions were a substantial factor and a factual cause of the death of Plaintiffs' Decedents and/or increased the risk of harm to Plaintiff's Decedents.

**COUNT II – NEGLIGENCE AGAINST  
WEAVER WAREHOUSE MASTER TENANT LLC**

74. Plaintiffs incorporate the allegations set forth in the previous paragraphs.

75. The negligent, careless, intentional and/or reckless conduct of Defendant Weaver Tenant includes the following:

- a. failing to have an operating sprinkler system in the building at the time of the fire;
- b. failing to have an adequate fire suppression system in the building at the time of the fire;
- c. failing to have an adequate fire warning system in the building at the time of the fire;
- d. having an unsafe fuel load stored in the building;
- e. improperly storing flammable material in the building;
- f. storing an unsafe amount of flammable material in the building;



- g. failing to have a fire safety plan, fire prevention plan or fire protection plan for the building;
- h. failing to appoint any person to administer a fire safety, prevention or protection plan;
- i. failing to properly separate and/or contain hazardous combustible materials;
- j. failing to comply with relevant statutes, codes and regulations, including but not limited to the NFPA and OSHA;
- k. failing to hire and retain a competent general contractor, foreman or project administrator to plan and administer for fire safety conditions at the project;
- l. maintaining a work site that was unsafe;
- m. maintaining a work site that had an unsafe risk of the initiation and sudden spread of fire;
- n. failing to conduct proper maintenance in the building;
- o. failing to have a maintenance plan in place for the building.

76. By conducting itself as set forth above, Defendant Weaver Tenant's acts and omissions were a substantial factor and a factual cause of the death of Plaintiffs' Decedents and/or increased the risk of harm to Plaintiff's Decedents.

### **COUNT III – NEGLIGENCE AGAINST STEINKAMP CONSTRUCTION, LLC**

77. Plaintiffs incorporate the allegations set forth in the previous paragraphs.

78. The negligent, careless, intentional and/or reckless conduct of Defendant Steinkamp includes the following:

- a. failing to have an operating sprinkler system in the building at the time of the fire;
- b. failing to have an adequate fire suppression system in the building at the time of the fire;
- c. failing to have an adequate fire warning system in the building at the time of the fire;
- d. having an unsafe fuel load stored in the building;
- e. improperly storing flammable material in the building;

- f. storing an unsafe amount of flammable material in the building;
- g. failing to have a fire safety plan, fire prevention plan or fire protection plan for the building;
- h. failing to appoint any person to administer a fire safety, prevention or protection plan;
- i. failing to properly separate and/or contain hazardous combustible materials;
- j. failing to comply with relevant statutes, codes and regulations, including but not limited to the NFPA and OSHA;
- k. failing to hire and retain a competent general contractor, foreman or project administrator to plan and administer for fire safety conditions at the project;
- l. maintaining a work site that was unsafe;
- m. maintaining a work site that had an unsafe risk of the initiation and sudden spread of fire.
- n. failing to conduct proper maintenance in the building;
- o. failing to have a maintenance plan in place for the building.

79. By conducting itself as set forth above, Defendant Steinkamp's acts and omissions were a substantial factor and a factual cause of the death of Plaintiffs' Decedents and/or increased the risk of harm to Plaintiff's Decedents.

#### **COUNT IV – NEGLIGENCE AGAINST MATTHEW STEINKAMP**

80. Plaintiffs incorporate the allegations set forth in the previous paragraphs.

81. The negligent, careless, intentional and/or reckless conduct of Defendant Matthew Steinkamp includes the following:

- a. failing to have an operating sprinkler system in the building at the time of the fire;
- b. failing to have an adequate fire suppression system in the building at the time of the fire;
- c. failing to have an adequate fire warning system in the building at the time of the fire;
- d. having an unsafe fuel load stored in the building;

- e. improperly storing flammable material in the building;
- f. storing an unsafe amount of flammable material in the building;
- g. failing to have a fire safety plan, fire prevention plan or fire protection plan for the building;
- h. failing to appoint any person to administer a fire safety, prevention or protection plan;
- i. failing to properly separate and/or contain hazardous combustible materials;
- j. failing to comply with relevant statutes, codes and regulations, including but not limited to the NFPA and OSHA;
- k. failing to hire and retain a competent general contractor, foreman or project administrator to plan and administer for fire safety conditions at the project;
- l. maintaining a work site that was unsafe;
- m. maintaining a work site that had an unsafe risk of the initiation and sudden spread of fire.
- n. failing to conduct proper maintenance in the building;
- o. failing to have a maintenance plan in place for the building.

82. By conducting itself as set forth above, Defendant Matthew Steinkamp's acts and omissions were a substantial factor and a factual cause of the death of Plaintiffs' Decedents and/or increased the risk of harm to Plaintiff's Decedents.

#### **COUNT V – NEGLIGENCE AGAINST ANTHONY AND PAUL CALDWELL**

83. Plaintiffs incorporate the allegations set forth in the previous paragraphs.

84. The negligent, careless, intentional and/or reckless conduct of Defendants Anthony and Paul Caldwell include the following:

- a. failing to have an operating sprinkler system in the building at the time of the fire;
- b. failing to have an adequate fire suppression system in the building at the time of the fire;
- c. failing to have an adequate fire warning system in the building at the time of the fire;

- d. having an unsafe fuel load stored in the building;
- e. improperly storing flammable material in the building;
- f. storing an unsafe amount of flammable material in the building;
- g. failing to have a fire safety plan, fire prevention plan or fire protection plan for the building;
- h. failing to appoint any person to administer a fire safety, prevention or protection plan;
- i. failing to properly separate and/or contain hazardous combustible materials;
- j. failing to comply with relevant statutes, codes and regulations, including but not limited to the NFPA and OSHA;
- k. failing to hire and retain a competent general contractor, foreman or project administrator to plan and administer for fire safety conditions at the project;
- l. maintaining a work site that was unsafe;
- m. maintaining a work site that had an unsafe risk of the initiation and sudden spread of fire;
- n. failing to conduct proper maintenance in the building;
- o. failing to have a maintenance plan in place for the building.

85. By conducting itself as set forth above, Defendants Paul and Anthony Caldwell's acts and omissions were a substantial factor and a factual cause of the death of Plaintiffs' Decedents and/or increased the risk of harm to Plaintiff's Decedents.

#### **COUNT VI – WRONGFUL DEATH – IVAN FLANSCHA**

86. Plaintiff Casey Flanscha incorporates the preceding paragraphs as if set forth fully herein.

87. Plaintiff Casey Flanscha brings this action under the Pennsylvania Wrongful Death Statute, 42 Pa.C.S.A. 8301.

88. The decedent Ivan Flanscha is survived by the following persons entitled to recover damages for his death and on whose behalf this action is brought:

- a. Casey Flanscha, Red Lion, Pennsylvania (surviving wife);
- b. Sierra Flanscha, Red Lion, Pennsylvania (surviving daughter);
- c. Savannah Flanscha, York, Pennsylvania (surviving daughter);
- d. Selina Flanscha, York Pennsylvania (surviving daughter).

89. By reason of the death of the decedent, his Estate has incurred funeral expenses.

90. Decedent did not bring an action for his personal injuries during his lifetime.

Another action for the death of the decedent has been commenced against CEG Defendants which will be consolidated with this action.

91. Plaintiff is the wife of the decedent and is the duly appointed Administrator of his Estate by the Registrar of Wills of York County, Pennsylvania and bring this action by virtue of the laws of the Commonwealth of Pennsylvania, 42 Pa. C.S.A. §8301, and claim all benefits of the Wrongful Death Act on behalf of herself and all other persons entitled to recover under the law.

WHEREFORE, Plaintiff claims damages from all Defendants, jointly and severally, including the CEG Defendants, in an amount in excess of \$50,000.00, exclusive of interest and brings this action to recover same.

#### **COUNT VII – SURVIVAL ACTION – IVAN FLANSCHA**

92. Plaintiff Casey Flanscha incorporates the preceding paragraphs as if set forth fully herein.

93. Plaintiff Casey Flanscha brings this action on behalf of the Estate of Ivan Flanscha, Deceased, under and by virtue of the laws of the Commonwealth of Pennsylvania, 42 Pa. C.S.A. §8302 and claims all benefits of the Survival Act on behalf of herself and all other persons entitled to recover under the law.

94. Plaintiff claims on behalf of the Estate damages suffered by the Estate by reason of the death of the decedent, including but not limited to, pre-impact fright, terror, and anxiety, the pain and suffering which decedent endured prior to his death, the loss of earning capacity suffered by the decedent from the date of his death until such a time in the future as he probably would have lived had he not died as a result of the injuries sustained by reason of the negligence of defendants, the loss of "inheritance," and total limitation and deprivation of his normal activities, pursuits and pleasures from the date of his death until such a time in the future as he probably would have lived had he not died by the reason of defendants' negligence.

WHEREFORE, Plaintiff claims damages from all Defendants jointly and severally, including the CEG Defendants, in an amount in excess of \$50,000.00, exclusive of interest, and brings this action to recover same.

#### **COUNT VIII – WRONGFUL DEATH – ZACHARY ANTHONY**

95. Plaintiff Karen Marie Anthony incorporates the preceding paragraphs as if set forth fully herein.

96. Plaintiff Karen Marie Anthony brings this action under the Pennsylvania Wrongful Death Statute, 42 Pa.C.S.A. 8301.

97. The decedent Zachary Anthony is survived by the following persons entitled to recover damages for his death and on whose behalf this action is brought:

- a. Karen Anthony, Kunkletown, Pennsylvania (surviving mother);
- b. Ray Anthony, Kunkletown, Pennsylvania (surviving father);

98. By reason of the death of the decedent, his Estate has incurred funeral expenses.

99. Decedent did not bring an action for his personal injuries during his lifetime. Another action for the death of the decedent has been commenced against CEG Defendants, which will be consolidated with this action.

100. Plaintiff is the mother of the decedent and is the duly appointed Administrator of his Estate by Order of the County of York Court Common Pleas Orphan's Court Division dated September 16, 2019 and brings this action by virtue of the laws of the Commonwealth of Pennsylvania, 42 Pa. C.S.A. §8301, and claims all benefits of the Wrongful Death Act on behalf of herself and all other persons entitled to recover under the law.

WHEREFORE, Plaintiff claims damages from all Defendants jointly and severally, including the CEG Defendants, in an amount in excess of \$50,000.00, exclusive of interest, and brings this action to recover same.

#### **COUNT IX – SURVIVAL ACTION – ZACHARY ANTHONY**

101. Plaintiff Karen Marie Anthony incorporates the preceding paragraphs as if set forth fully herein.

102. Plaintiff Karen Marie Anthony brings this action on behalf of the Estate of Zachary Anthony, Deceased, under and by virtue of the laws of the Commonwealth of Pennsylvania, 42 Pa. C.S.A. §8302 and claims all benefits of the Survival Act on behalf of herself and all other persons entitled to recover under the law.

103. Plaintiff claims on behalf of the Estate damages suffered by the Estate by reason of the death of the decedent, including but not limited to, pre-impact fright, terror, and anxiety, the pain and suffering which decedent endured prior to his death, the loss of earning capacity suffered by the decedent from the date of his death until such a time in the future as he probably would

have lived had he not died as a result of the injuries sustained by reason of the negligence of defendants, the loss of "inheritance," and total limitation and deprivation of his normal activities, pursuits and pleasures from the date of his death until such a time in the future as he probably would have lived had he not died by the reason of defendants' negligence.

WHEREFORE, Plaintiff claims damages from all Defendants jointly and severally, including the CEG Defendants, in an amount in excess of \$50,000.00, exclusive of interest and brings this action to recover same.

**COHEN, PLACITELLA & ROTH, P.C.**

By



~~STEWART L. COHEN, ESQUIRE~~

ID NO: 25448

JOEL S. ROSEN, ESQUIRE

ID NO: 34424

Attorneys for Plaintiffs

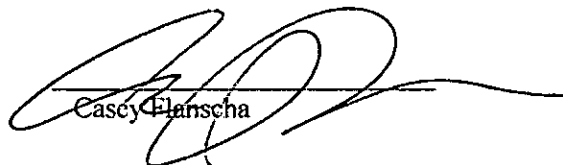
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[jrosen@cprlaw.com](mailto:jrosen@cprlaw.com)



**VERIFICATION**

Casey Flanscha hereby states that she is the Plaintiff in the within action and verifies that the statements made in the foregoing COMPLAINT are true and correct to the best of her knowledge, information and belief, and that she understands that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

2/24/20  
DATE

  
Casey Flanscha

**VERIFICATION**

Karen Marie Anthony hereby states that she is the Plaintiff in the within action and verifies that the statements made in the foregoing COMPLAINT are true and correct to the best of her knowledge, information and belief, and that she understands that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Feb 24 2020  
DATE

Karen Marie Anthony  
Karen Marie Anthony

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PITTSBURGH, PA  
CHERRY HILL, NJ

February 26, 2020

***Via UPS delivery***  
York County Prothonotary Office  
45 N. Gorge Street  
York PA 17405

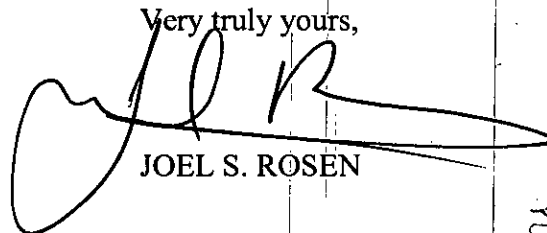
**RE: Casey Flanscha, Administrator of the Estate of Ivan K. Flanscha, dec'd  
et al. v. Weaver Warehouse, LLC**

Dear Sir/Madam:

Enclosed please find for filing an original and one copy of a Complaint in Civil Action regarding the above matter. Kindly return a time-stamped copy to me in the self-addressed stamped envelope enclosed.

Also enclosed is our firm's check in the amount of \$238.00 to cover the cost of filing.

Very truly yours,



JOEL S. ROSEN

JSR/bad  
Enclosures

OFFICE OF PROTHONOTARY  
2020 FEB 27 AM 10:48  
JUDICIAL CENTER  
YORK, PA