


B 10 (Official Form 10) (12/08)

<b>UNITED STATES BANKRUPTCY COURT</b> Northern District of Texas		<b>PROOF OF CLAIM</b>
Name of Debtor: Erickson Construction, LLC		Case Number: 09-37016-11
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Victor Tavares		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (if known)  Filed on: _____
Name and address where notices should be sent: Michelle E. Shriro, Esq. c/o Singer & Levick, P.C. 16200 Addison Rd. #140, Addison, TX 75001  Telephone number: (972) 380-5533		
Name and address where payment should be sent (if different from above):   Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed:      \$ <u>Unliquidated</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  Amount entitled to priority: \$ _____  *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Personal Injury claim</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: 02/26/2010	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  /s/Michelle E. Shriro, Attorney for Victor Tavares	
		FOR COURT USE ONLY  Erickson Ret. Comm. LLC  01489

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

#### EXPLANATION OF VICTOR TAVARES PROOF OF CLAIM

The damages incurred by Victor Tavares arise from personal injuries he suffered as more fully described in the Amended Complaint filed in the Court of Common Pleas Philadelphia County, PA styled as *Cause No. 6194 in re Victor Tavares v Mega Construction Corp of NJ, Inc., Erickson Construction, LLC, Erickson Retirement Communities, LLC Concord Campus, LP, Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP* (the "Lawsuit"). The Lawsuit arises from a personal injury of Victor Tavares on August 10, 2006 due to a debilitating fall that he suffered while on the job at the Debtors' Maris Grove location at 100 Maris Grove Way, Glen Mills, PA. As a result of Victor Tavares' injury, and as more fully set forth in the Amended Complaint attached hereto, he is now a paraplegic and is claiming a variety of damages including actual, consequential, loss of earnings and loss of future earning capacity, pain and suffering damages, attorneys' fees plus pre and post judgment interest and any other damages or relief which may be allowed under state law.

**SALTZ, MONGELUZZI, BARRETT & BENDESKY, P.C.**

BY: ROBERT J. MONGELUZZI, ESQUIRE/ V. PAUL

BUCCI, II, ESQUIRE

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO.: 36283/87394

52ND FLOOR

1650 MARKET STREET

PHILADELPHIA, PA 19103

(215) 496-8282

VICTOR TAVARES

64 Waydell Street

Newark, NJ 07059

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY, PA

v.

MARCH TERM, 2008

Mega Construction Corp. of NJ, Inc.

42 Berry Street

Somerset, NJ 08873

No. 6194

And

Erickson Construction, LLC

701 Maiden Choice Lane

Baltimore, MD 21228

And

Erickson Retirement Communities, LLC

701 Maiden Choice Lane

Baltimore, MD 21228

And

Concord Campus, L.P.

701 Maiden Choice Lane

Baltimore, MD 21228

And

Concord Campus GP, LLC

701 Maiden Choice Lane

Baltimore, MD 21228

And

Erickson Holding, LLC

701 Maiden Choice Lane

Baltimore, MD 21228

And

Erickson Resource, LLP

701 Maiden Choice Lane

Baltimore, MD 21228

2008 APR 10 11:44:49  
PRO NOTHY

**AMENDED COMPLAINT-CIVIL ACTION**  
**20 - OTHER PERSONAL INJURY**

**\*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 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.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

**\*AVISO**

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas Ex puestas 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 ASISTENCIA LEGAL. ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO. 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.

ASOCIACION DE LICENCIADOS DE FILADELFA  
SERVICIO DE REFERENCIA E INFORMACION LEGAL  
One Reading Center  
Filadelfia, Pennsylvania 19107  
Telefono: (215) 238-1701"

1. Plaintiff, Victor Tavares, is an adult individual residing at 64 Waydell Street, Newark, NJ 07059.
2. Defendant, Mega Construction Corp. of NJ, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New Jersey, with its principal place of business located at 42 Berry Street, Somerset, NJ 08873, and which, at all times relevant herein, engaged in business within the Commonwealth of Pennsylvania, and County of Philadelphia, on a regular, systematic, substantial and continuous basis.
3. Defendant, Erickson Construction, LLC, is a foreign corporation registered and authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business located at 701 Maiden Choice Lane, Baltimore, MD 21228, and which, at all times relevant herein, engaged in business within the Commonwealth of Pennsylvania, and the County of Philadelphia, on a regular, systematic, substantial and continuous basis.
4. Defendant, Erickson Retirement Communities, LLC, is a foreign corporation registered and authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business located at 701 Maiden Choice Lane, Baltimore, MD 21228, and which, at all

times relevant herein, engaged in business within the Commonwealth of Pennsylvania, and the County of Philadelphia, on a regular, systematic, substantial and continuous basis.

5. Defendant, Concord Campus, L.P., is a foreign corporation registered and authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business located at 701 Maiden Choice Lane, Baltimore, MD 21228, and which, at all times relevant herein, engaged in business within the Commonwealth of Pennsylvania, and the County of Philadelphia, on a regular, systematic, substantial and continuous basis.

6. Defendant, Concord Campus GP, LLC, is a foreign corporation registered and authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business located at 701 Maiden Choice Lane, Baltimore, MD 21228, and which, at all times relevant herein, engaged in business within the Commonwealth of Pennsylvania, and the County of Philadelphia, on a regular, systematic, substantial and continuous basis.

7. Defendant, Erickson Holding, LLC, is a foreign corporation registered and authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business located at 701 Maiden Choice Lane, Baltimore, MD 21228, and which, at all times relevant herein, engaged in business within the Commonwealth of Pennsylvania, and the County of Philadelphia, on a regular, systematic, substantial and continuous basis.

8. Defendant, Erickson Resource, LLP, is a foreign corporation registered and authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business located at 701 Maiden Choice Lane, Baltimore, MD 21228, and which, at all times relevant herein, engaged in business within the Commonwealth of Pennsylvania, and the County of Philadelphia, on a regular, systematic, substantial and continuous basis.

9. At all times material hereto and referred to herein, the Defendants acted by and through their agents, servants, employees, workmen, and/or their ostensible agents, who were acting within the course and scope of their employment and within the scope of their authority.

10. On or about August 10, 2006, Plaintiff, Victor Tavares, was lawfully and properly working as an employee of Dobek Contracting, Inc., at the construction of the Maris Grove retirement community located at 100 Maris Grove Way, Glen Mills, PA.

11. On the date and at the place aforesaid, Defendant, Mega Construction Corp. of NJ, Inc., sought the assistance of Plaintiff, Victor Tavares, in directing a delivery to the Maris Grove project.

12. On the date and at the place aforesaid, Plaintiff, Victor Tavares, fell from an unguarded and/or inadequately guarded opening in an upper level of one of the buildings under construction, suffering severe and permanent injuries, set forth in more detail below.

13. It is believed and therefore averred that Defendant, Mega Construction Corp. of NJ, Inc., was a contractor performing construction work at the Maris Grove project under the direction and supervision of Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP.

14. It is believed and therefore averred that Defendant, Mega Construction Corp. of NJ, Inc., had a responsibility for the installation, maintenance, service and repair of the fall protection present in the openings of the buildings at the Maris Grove construction project.

15. Upon information and belief, Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson

Holding, LLC and Erickson Resource, LLP, developed, managed, owned and/or controlled the property upon which Maris Grove was built.

16. Upon information and belief, Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP, were the general contractors and/or construction managers for the Maris Grove project.

**COUNT I - NEGLIGENCE**

**Victor Tavares v. Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP**

17. Plaintiff incorporates herein by reference all preceding paragraphs of this Complaint, the same as if fully set forth hereinafter.

18. At all times relevant herein, Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP, acted as general contractors and/or construction managers for the Maris Grove project and performed construction services and other work at the project, and undertook the supervision of the construction that was being performed at the project and in connect therewith, established plans, recommendations, designs, and specifications for the performance of said construction work.

19. At all times relevant herein, Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP, having controlled and supervised the construction work at the Maris Grove project owed a duty to those engaged in the performance of said

construction work, including Plaintiff, Victor Tavares, to provide a reasonably safe environment free from unreasonable hazards within which to perform said construction work.

20. At all times relevant herein, Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP, knew or should have known that there was inadequate fall protection in use at the Maris Grove construction project.

21. Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP, by and through its agents, servants, workmen, and/or employees were careless and negligent in:

- a. Failing to provide Victor Tavares with a safe place to work;
- b. Failing to adequately inspect the construction site for hazardous conditions;
- c. Failing to coordinate with other entities and contractors including, but not limited to, Defendant, Mega Construction Company and Plaintiff's employer;
- d. Failing to adequately plan, plot, and supervise the construction work;
- e. Violating applicable OSHA regulations including, but not limited to, 1926.501, 1926.502, 1926.503;
- f. Breaching its duties under Section 343 of The Restatement of Law Torts (Second);
- g. Failing to properly train its employees;
- h. Failing to hire competent employees, safety inspectors, contractors and subcontractors;
- i. Failing to warn Victor Tavares of the dangerous and unsafe conditions existing upon the construction site premises;
- j. Failing to warn Victor Tavares' employer of the dangerous and unsafe conditions then and there existing upon the construction site premises;



- k. Failing to adopt, enact, employ, and enforce proper and adequate safety programs, precautions, procedures, measures and plans;
- l. Violating and failing to comply with Federal and State Statutes, local Ordinances, and all other rules, enactments or regulations applicable, or in effect, be they administrative, industry wide or otherwise pertaining to the performance of construction work;
- m. Failing to perform or furnish construction services in conformity with the standard of care in the construction industry at the time the services were supplied and furnished;
- n. Failing to adopt, enact and enforce proper work rules and procedures;
- o. Performing and furnishing construction services in a wholly inadequate and negligent manner;
- p. Failing to properly supervise the construction work;
- q. Failing to perform a safety task analysis on fall protection;
- r. Failing to require or enforce a policy that required all contractors and employees to sign off on site specific safety rules;
- s. Failing to require adequate fall protection for the protection of men and women working at the Maris Grove construction project;
- t. Permitting the contractors on site to remove fall protection without properly reinstalling it;
- u. Failing to recognize that the fall protection in place on site was inadequate;
- v. Failing to have a fall protection system in place which could withstand two hundred (200) pounds of force in any direction;
- w. Failing to recognize that the inadequate fall protection constituted a hazardous condition;
- x. Failing to warn Victor Tavares and/or other employees, or contractors of the unsafe condition created by the inadequate fall protection in the openings of the building;
- y. Failing to require adequate fall protection at all times;
- z. Failing to inspect and monitor the fall protection in use to assure that it was adequate;
- aa. Permitting fall protection to be removed by various subcontractors;
- bb. Failing to ensure that fall protection was properly reinstalled by subcontractors after it had been removed;

cc. Failing to warn Victor Tavares, or his employer that the fall protection at the Maris Grove project was being installed and/or reinstalled in a negligent and improper manner;

dd. Failing to ensure that work was complied with the contract and/or specifications for the Maris Grove project; and

ee. Violating the contract and/or specifications for the Maris Grove project.

22. By reason of the negligence of the Defendants, as aforesaid, Plaintiff, Victor Tavares, suffered severe and devastating permanent injuries. He suffered a comminuted burst fracture of the L3 vertebral body with significant retrolisthesis of L2 to L4, with multiple fracture fragments in the spinal canal, fracture of the left L1 transverse process, comminuted fracture of the sacrum, diastases of the left sacroiliac joint and of the pubic symphysis; he has been forced to undergo extensive hospitalization and physical therapy, he suffered other orthopedic, neurological, psychological and psychiatric injuries, the full extent of which have yet to be determined; he has in the past and may in the future continue to require medicines, medical aid, medical care, treatment and rehabilitation; he has incurred significant medical expenses; he has in the past and will in the future continue to suffer agonizing aches, pains, suffering and mental anguish; he has in the past and will in the future continue to be permanently disabled from performing his usual duties, occupations and avocations, all to his great loss and detriment; he has sustained a loss of earnings and a loss of future earning capacity; he has endured pain and suffering; he has in the past and may in the future continue to suffer loss of life's pleasures as a result of his injuries.

WHEREFORE, Plaintiff, Victor Tavares, claims of Defendants, Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP, in excess of Fifty Thousand

(\$50,000.00) Dollars in damages, exclusive of interest, costs, damages for delay pursuant to Pa. R.C.P. 238 and attorneys fees and brings this action to recover the same.

### COUNT II – NEGLIGENCE

#### Victor Tavares v. Mega Construction Corp. of NJ, Inc.

23. Plaintiff incorporates herein by reference all preceding paragraphs of this Complaint the same as if fully set forth hereinafter.

24. At all times relevant herein, Defendant, Mega Construction Corp. of NJ, Inc. performed construction work at the Maris Grove project, and in connection therewith, established plans, recommendations, designs, and specifications for the performance of the work to be completed at the construction site.

25. Defendant, Mega Construction Corp. of NJ, Inc., as a contractor on the construction site owed a duty to those engaged in the performance of said construction work, including Plaintiff, to provide a reasonably safe environment free from unreasonable hazards within which to perform said construction work.

26. Defendant, Mega Construction Corp. of NJ, Inc., as a contractor at the construction site, knew or should have known that there was inadequate fall protection in use at the Maris Grove construction project.

27. Defendant, Mega Construction Corp. of NJ, Inc., by and through its agents, servants, workmen, and/or employees was careless and negligent in:

- a. Failing to provide Victor Tavares with a safe place to work;
- b. Failing to adequately inspect the construction site for hazardous conditions;
- c. Failing to coordinate with other entities and contractors including, but not limited to, Plaintiff's employer;
- d. Failing to adequately plan, plot, and supervise the construction work;

- e. Violating applicable OSHA regulations including, but not limited to, 1926.501, 1926.502, 1926.503;
- f. Breaching its duties under Section 343 of The Restatement of Law Torts (Second);
- g. Failing to properly train its employees;
- h. Failing to hire competent employees, safety inspectors, contractors and subcontractors;
- i. Failing to warn Victor Tavares of the dangerous and unsafe conditions existing upon the construction site premises;
- j. Failing to warn Victor Tavares' employer of the dangerous and unsafe conditions then and there existing upon the construction site premises;
- k. Failing to adopt, enact, employ, and enforce proper and adequate safety programs, precautions, procedures, measures and plans;
- l. Violating and failing to comply with Federal and State Statutes, local Ordinances, and all other rules, enactments or regulations applicable, or in effect, be they administrative, industry wide or otherwise pertaining to the performance of construction work;
- m. Failing to perform or furnish construction services in conformity with the standard of care in the construction industry at the time the services were supplied and furnished;
- n. Failing to adopt, enact and enforce proper work rules and procedures;
- o. Performing and furnishing construction services in a wholly inadequate and negligent manner;
- p. Failing to properly supervise the construction work;
- q. Failing to perform a safety task analysis on fall protection;
- r. Failing to require or enforce a policy that required its employees to sign off on site specific safety rules;
- s. Failing to require or install adequate fall protection for the protection of men and women working at the Maris Grove construction project;
- t. Permitting its employees or other the contractors on site to remove fall protection without properly reinstalling it;
- u. Failing to recognize that the fall protection in place on site was inadequate;

v. Failing to have a fall protection system in place which could withstand two hundred (200) pounds of force in any direction;

w. Failing to recognize that the inadequate fall protection constituted a hazardous condition;

x. Failing to warn Victor Tavares and/or other employees, or contractors of the unsafe condition created by the inadequate fall protection in the openings of the building;

y. Failing to require adequate fall protection at all times;

z. Failing to inspect and monitor the fall protection in use to assure that it was adequate;

aa. Permitting fall protection to be removed;

bb. Failing to ensure that fall protection was properly reinstalled after it had been removed;

cc. Failing to warn Victor Tavares, or his employer that the fall protection at the Maris Grove project was being installed and/or reinstalled in a negligent and improper manner;

dd. Failing to ensure that work was complied with the contract and/or specifications for the Maris Grove project; and

ee. Violating the contract and/or specifications for the Maris Grove project.

28. By reason of the negligence of the Defendant, as aforesaid, Plaintiff, Victor Tavares, suffered severe and devastating permanent, personal injuries as set forth at length in paragraph 21 of this Complaint and incorporated herein by reference.

WHEREFORE, Plaintiff, Victor Tavares, claims of Defendant, Mega Construction Corp. of NJ, Inc., a sum in excess of Fifty Thousand (\$50,000.00) Dollars in damages, exclusive of interest, costs, damages for delay pursuant to Pa. R.C.P. 238 and attorneys fees and brings this action to recover the same.

SALTZ, MONGELUZZI, BARRETT & BENDESKY, P.C.

BY: 

ROBERT J. MONGELUZZI, ESQUIRE  
V. PAUL BUCCI, II, ESQUIRE

## Northern District of Texas Claims Register

09-37016-sgj11 Erickson Construction, LLC

**Judge:** Stacey G. Jernigan      **Chapter:** 11  
**Office:** Dallas                      **Last Date to file claims:** 02/28/2010  
**Trustee:**                                **Last Date to file (Govt):**

<b>Creditor:</b> (13033697) Victor Tavares c/o Michelle E. Shriro, Esq Singer & Levick, P.C. 16200 Addison Rd #140 Addison, TX 75001	<b>Claim No: 9</b> <i>Original Filed</i> Date: 02/26/2010 <i>Original Entered</i> Date: 02/26/2010	<b>Status:</b> Filed by: CR Entered by: Shriro, Michelle Modified:
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Unknown claimed: \$0.00
<b>Total    claimed: \$0.00</b>

<i>History:</i>
<i>Details</i> 9-1    02/26/2010 Claim #9 filed by Victor Tavares, total amount claimed: \$0 (Shriro, Michelle )
<i>Description:</i> (9-1) Unliquidated - amount to be determined
<i>Remarks:</i>

### Claims Register Summary

**Case Name:** Erickson Construction, LLC  
**Case Number:** 09-37016-sgj11  
**Chapter:** 11  
**Date Filed:** 10/19/2009  
**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>		
<b>Secured</b>		
<b>Priority</b>		
<b>Unknown</b>	\$0.00	
<b>Administrative</b>		
<b>Total</b>	\$0.00	\$0.00