

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Retirement Communities, LLC

Case Number: 09-37010

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):

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

WESLEY ROBINSON SALTZ, MONGELUZZI, BARRETT & BENDESKY C/O ATTY ROBERT MONGELUZZI 1650 MARKET STREET, 52ND FLOOR PHILADELPHIA, PA 19103

YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s291 AMOUNT/CLASSIFICATION UNKNOWN UNSECURED [Contingent/Unliquidated/Disputed]

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above):

RECEIVED

MAR 11 2010

BMC GROUP

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.

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed:

\$ unliquidated

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.

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.

2. Basis for Claim: (See instruction #2 on reverse side.)

personal injury claim

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor:

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).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

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: Real Estate Motor Vehicle Other

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: \$

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).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$

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:

*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.

Date: 3/10/10

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.

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



John E. Savoth, attorney for Wesley Robinson

Handwritten signature of John E. Savoth

EXPLANATION OF WESLEY ROBINSON'S PROOF OF CLAIM

The damages incurred by Wesley Robinson arise from personal injuries he suffered as more fully set forth in the Complaint – Civil Action attached hereto captioned E. Wesley Robinson v. Construction Resources United Corp., Bruce L. Jones Contractor, Inc., Erickson Construction, LLC, Erickson Retirement Communities, LLC, Concord Campus, L.P., Concord Campus GP, LLC, Erickson Holding, LLC and Erickson Resource, LLP, Court of Common Pleas of Philadelphia County, June Term, 2009, No. 2808. The lawsuit arises from injuries sustained by Wesley Robinson on December 7, 2007 at the construction site of the Maris Grove Retirement Community, 200 Maris Grove Way, Glen Mills, PA 19342. As a result of Mr. Robinson's injuries as set forth in the Complaint attached hereto, he is claiming a variety of damages including actual, consequential, loss of earnings and loss of future earning capacity, pain and suffering, attorneys' fees plus pre and post judgment interest and any other damages or relief which may be allowed under state law.

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

For Prothonotary Use Only (Docket Number)	
JUNE 2009	002808
E-Filing Number: 0906030568	
PLAINTIFF'S NAME E. WESLEY ROBINSON	DEFENDANT'S NAME CONSTRUCTION RESOURCES UNITED CORP.
PLAINTIFF'S ADDRESS 127 VIRGINIA AVENUE COATESVILLE PA 19320	DEFENDANT'S ADDRESS 217 E. JARRETSVILLE ROAD SUITE 2 FOREST HILL MD 21050
PLAINTIFF'S NAME	DEFENDANT'S NAME BRUCE L. JONES CONTRACTOR, INC.
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS 35 SPRING GARDEN LANE HANOVER PA 17331
PLAINTIFF'S NAME	DEFENDANT'S NAME ERICKSON CONSTRUCTION, LLC
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS 701 MAIDEN CHOICE LANE BALTIMORE MD 21228
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 8
COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:
CASE TYPE AND CODE 20 - PERSONAL INJURY - OTHER	
STATUTORY BASIS FOR CAUSE OF ACTION	
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER? YES NO
FILED PRO PROTHY JUN 18 2009 S. GARRETT	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>E. WESLEY ROBINSON</u> Papers may be served at the address set forth below.	
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY JOHN E. SAVOTH	ADDRESS SALTZ MONGELUZZI BARRETT ETAL ONE LIBERTY PLACE 52ND FLOOR 1650 MARKET STREET PHILADELPHIA PA 19103
PHONE NUMBER (215) 496-8282	FAX NUMBER (215) 496-0999
SUPREME COURT IDENTIFICATION NO. 44067	E-MAIL ADDRESS jsavoth@smbb.com
SIGNATURE OF FILING ATTORNEY OR PARTY JOHN SAVOTH	DATE SUBMITTED Thursday, June 18, 2009, 04:41 pm

COMPLETE LIST OF DEFENDANTS:

1. ERICKSON CONSTRUCTION, LLC
701 MAIDEN CHOICE LANE
BALTIMORE MD 21228
2. CONCORD CAMPUS, L.P.
701 MAIDEN CHOICE LANE
BALTIMORE MD 21228
3. ERICKSON RESOURCE, LLP
701 MAIDEN CHOICE LANE
BALTIMORE MD 21228
4. BRUCE L. JONES CONTRACTOR, INC.
35 SPRING GARDEN LANE
HANOVER PA 17331
5. ERICKSON HOLDING, LLC
701 MAIDEN CHOICE LANE
BALTIMORE MD 21228
6. CONSTRUCTION RESOURCES UNITED CORP.
217 E. JARRETSVILLE ROAD SUITE 2
FOREST HILL MD 21050
7. CONCORD CAMPUS GP, LLC
701 MAIDEN CHOICE LANE
BALTIMORE MD 21228
8. ERICKSON RETIREMENT COMMUNITIES, LLC
701 MAIDEN CHOICE LANE
BALTIMORE MD 21228

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

BY: ROBERT J. MONGELUZZI/JOHN E. SAVOTH

IDENTIFICATION NO.: 36283/44067

52ND FLOOR

1650 MARKET STREET

PHILADELPHIA, PA 19103

(215) 496-8282

E. WESLEY ROBINSON

127 Virginia Ave.

Coatesville, PA 19320

v.

Construction Resources United Corp.

217 E. Jarrettsville Rd.

Suite 2

Forest Hill, MD 21050

and

Bruce L. Jones Contractor, Inc.

35 Spring Garden Lane

Hanover, PA 17331

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

ATTORNEY FOR PLAINTIFF

*THIS IS NOT AN AUSTIN
CASE. A JURISDICTION
IS DEMANDED.*

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2009

No.

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, E. Wesley Robinson, is an adult individual residing at 127 Virginia Ave., Coatesville, PA 19320.
2. Defendant, Bruce L. Jones, Contractor, Inc., is a corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 35 Spring Garden Lane, Hanover, PA 17331, 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, Construction Resources United Corp., is a foreign corporation registered an authorized to conduct business in the Commonwealth of Pennsylvania, with a place of business located at 217 E. Jarrettsville Rd. Suite 2, Forest Hill, MD 21050, 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. On or about December 7, 2007, Plaintiff, E. Wesley Robinson, was lawfully and properly working as an employee of Winchester Group, Inc., at the construction of the Maris Grove retirement community located at 200 Maris Grove Way, Glen Mills, PA 19342.

12. On the date and at the place aforesaid, Plaintiff, E. Wesley Robinson, fell after tripping over a misplaced extension cord, causing serious injuries as set forth in more detail below.

13. It is believed and therefore averred that Defendants, Construction Resources United and/or Bruce L. Jones, Contractor, Inc., were contractors 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 all Defendants had a responsibility for ensuring the Maris Grove construction project was a safe worksite free from hazards.

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

E. Wesley Robinson 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, E. Wesley Robinson, 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 the Maris Grove construction project was an unsafe worksite.

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 E. Wesley Robinson 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, Defendants Construction Resources United Corp. and Bruce L. Jones, Contractor, Inc.;
- d. Failing to adequately plan, plot, and supervise the construction work;
- e. Violating applicable OSHA regulations;
- 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 E. Wesley Robinson of the dangerous and unsafe conditions existing upon the construction site premises;
- j. Failing to warn E. Wesley Robinson's 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 require or enforce a policy that required all contractors and employees to sign off on site specific safety rules;
- r. Permitting contractors to negligently place extension cords on the worksite in a dangerous manner;
- s. Failing to recognize that the negligent placement of extension cords constituted a hazardous condition;
- t. Failing to warn E. Wesley Robinson and/or other employees, or contractors of the unsafe condition created by the hazardous placement of extension cords;
- u. Failing to maintain a safe work place at all times;
- v. Failing to inspect and monitor the construction site to ensure that it was safe;
- w. Failing to ensure that the work performed complied with the contract and/or specifications for the Maris Grove project; and
- x. Violating the contract and/or specifications for the Maris Grove project.

22. By reason of the negligence of the Defendants, as aforesaid, Plaintiff, E. Wesley Robinson, suffered severe injuries including but not limited to tearing of the medial meniscus, severe knee pain, severe shoulder pain, swelling in the knee, chondromalacia of the patella, arthritis of the shoulder, tear of the rotator cuff, and tendinitis of the shoulder; 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 suffer from these injuries, 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, E. Wesley Robinson, 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

E. Wesley Robinson v. Construction Resources United, Corp., and Bruce L. Jones, Contractor, 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, Defendants, Construction Resources United, Corp. and/or Bruce L. Jones, Contractor, 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. Defendants, Construction Resources United, Corp. and/or Bruce L. Jones, Contractor, Inc., as contractors 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. Defendants, Construction Resources United, Corp. and/or Bruce L. Jones, Contractor, Inc., as contractors at the construction site, knew or should have known that extension cords on the worksite were strewn about in a negligent and dangerous manner.

27. Defendants, Construction Resources United, Corp. and/or Bruce L. Jones, Contractor, Inc., by and through their agents, servants, workmen, and/or employees were careless and negligent in:

- a. Failing to provide E. Wesley Robinson with a safe place to work;
- b. Failing to adequately inspect the construction site for hazardous conditions;
- c. Failing to adequately plan, plot, and supervise the construction work;
- d. Violating applicable OSHA regulations;
- e. Breaching its duties under Section 343 of The Restatement of Law Torts (Second);
- f. Failing to properly train its employees;
- g. Failing to hire competent employees, safety inspectors, contractors and subcontractors;
- h. Failing to warn E. Wesley Robinson of the dangerous and unsafe conditions existing upon the construction site premises;

- i. Failing to warn E. Wesley Robinson's employer of the dangerous and unsafe conditions then and there existing upon the construction site premises;
- j. Failing to adopt, enact, employ, and enforce proper and adequate safety programs, precautions, procedures, measures and plans;
- k. 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;
- l. 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;
- m. Failing to adopt, enact and enforce proper work rules and procedures;
- n. Performing and furnishing construction services in a wholly inadequate and negligent manner;
- o. Failing to properly supervise the construction work;
- p. Failing to require or enforce a policy that required all contractors and employees to sign off on site specific safety rules;
- q. Permitting contractors to negligently place extension cords on the worksite in a dangerous manner;
- r. Failing to recognize that the negligent placement of extension cords constituted a hazardous condition;
- s. Failing to warn E. Wesley Robinson and/or other employees, or contractors of the unsafe condition created by the hazardous placement of extension cords;
- t. Failing to maintain a safe work place at all times;
- u. Failing to inspect and monitor the construction site to ensure that it was safe;
- v. Failing to ensure the work performed complied with the contract and/or specifications for the Maris Grove project; and
- w. Violating the contract and/or specifications for the Maris Grove project.

28. By reason of the negligence of the Defendants, as aforesaid, Plaintiff, E. Wesley Robinson, suffered severe and devastating permanent, personal injuries as set forth at length in paragraph 22 of this Complaint and incorporated herein by reference.

WHEREFORE, Plaintiff, E. Wesley Robinson, claims of Defendants, Construction Resources United Corp. and/or Bruce L. Jones, Contractor, 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.

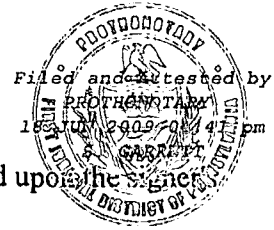
SALTZ, MONGELUZZI, BARRETT & BENDESKY, P.C.

BY: /s/

ROBERT J. MONGELUZZI
JOHN E. SAVOTH

Attorneys for Plaintiff, E. Wesley Robinson

VERIFICATION



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

DATE: 6/4/09

E Wesley Benson



S A L T Z M O N G E L U Z Z I
B A R R E T T & B E N D E S K Y P.C.
T R I A L L A W Y E R S

DELAWARE COUNTY OFFICE
20 WEST THIRD STREET
P.O. Box 1670
MEDIA, PA 19063
VOICE 610.627.9777
FAX 610.627.9787

ONE LIBERTY PLACE, 52ND FLOOR
1650 MARKET STREET
PHILADELPHIA, PA 19103
VOICE 215.496.8282
FAX 215.496.0999

NEW JERSEY OFFICE
8000 SAGEMORE DRIVE
SUITE 8303
MARLTON, NJ 08053
VOICE 856.751.8383
FAX 856.751.0868

JOHN E. SAVOTH
DIRECT DIAL (215) 575-3899
JSAVOTH@SMBB.COM

March 10, 2010

FEDERAL EXPRESS

BMC Group, Inc.
Attn: Erickson Retirement Communities,
LLC
Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Re: Wesley Robinson
Case Number: 09-37010

Dear Sir/Madam:

Enclosed please find the original and one copy of a completed Proof of Claim form with supporting documentation on behalf of our client, Wesley Robinson. Kindly file the original of record and return a stamped copy to our office in the envelope provided herein.

Thank you for your attention to this matter.

Very truly yours,

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

BY:


JOHN E. SAVOTH

JES/mp
Enclosures