

ANAPOL WEISS

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Attorneys for Plaintiffs

LAURA TRANSUE and JOHN TRANSUE,
w/h, individually and on behalf of minor
children V.T. and R.T
363 Hartford Road
Mt. Laurel, New Jersey 08054

Plaintiffs,

v.

THE PHILADELPHIA ZOO
3400 West Girard Avenue
Philadelphia, Pennsylvania 19104

and

ZOOLOGICAL SOCIETY OF
PHILADELPHIA
3400 West Girard Avenue
Philadelphia, Pennsylvania 19104

and

CITY OF PHILADELPHIA
One Parkway Building, 17th Floor
1515 Arch Street
Philadelphia, Pennsylvania 19102

and

SYNERGY GLASS & DOOR SERVICE, LLC
12 Willowbrook Road
Broomall, Pennsylvania 19008

Defendants.

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

_____ **TERM, 2025**

**NO: _____
JURY TRIAL DEMANDED**

**ASSESSMENT OF DAMAGES
HEARING IS REQUIRED**

CIVIL ACTION COMPLAINT – NOTICE TO PLEAD

"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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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 & INFO.
One Reading Center
Phila., PA 19107
(215) 238-1701

"AVISO"

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas dispuestas en las paginas 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 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 tomara 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 o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO, VAYA EN PERSONA O LLAME PER TELEFONO A LA OFICINA QUE SE ENCUENTRA ESCRITA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED INFORMACION SOBRE EMPLEAR A UN ABOGADO. SI USTED NO TIENE SUFICIENTE DINERO PARA EMPLEAR UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACION SOBRE LAS AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGAL A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

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Phila., PA 19107
(215) 238-1701

COMPLAINT AND JURY DEMAND
NEGLIGENCE

Plaintiffs, Laura Transue and John Transue, wife and husband, individually and on behalf of their minor children V.T. and R.T, by and through their attorneys, Anapol Weiss, file this Complaint against Defendants, The Philadelphia Zoo, the Zoological Society of Philadelphia, City of Philadelphia, and Synergy Glass & Door Service, LLC. Accordingly, Plaintiff alleges as follows:

PARTIES

1. Laura Transue and John Transue (hereinafter “Plaintiffs”) are adult citizens and residents of the State of New Jersey, residing at 363 Hartford Road in Mt. Laurel, New Jersey 08054. Plaintiffs are filing this Complaint individually and as parents and natural guardians of their minor children, V.T. and R.T.

2. Defendant The Philadelphia Zoo is a professional corporation, non-profit corporation, partnership, limited liability company, or other business entity duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 3400 West Girard Avenue, Philadelphia, Pennsylvania 19104.

3. Defendant Zoological Society of Philadelphia (hereinafter “Zoological Society”) is a professional corporation, non-profit corporation, partnership, limited liability company, or other business entity duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 3400 West Girard Avenue, Philadelphia, Pennsylvania 19104.

4. Defendant City of Philadelphia is a local government agency in the Commonwealth of Pennsylvania, with a principal place of business located at One Parkway Building, 17th Floor, 1515 Arch Street, Philadelphia, Pennsylvania 19102.

5. Defendant Synergy Glass & Door Service, LLC (hereinafter “Synergy”) is a professional corporation, non-profit corporation, partnership, limited liability company, or other business entity duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 12 Willowbrook Road, Broomall, Pennsylvania 19008.

6. At all times relevant hereto, Defendants, The Philadelphia Zoo, Zoological Society, and City of Philadelphia, owned, possessed, inspected, managed, leased, operated, controlled, constructed, repaired, and maintained the property known as and called The Philadelphia Zoo, located at 3400 West Girard Avenue, Philadelphia, Pennsylvania 19104, including walkways, exhibits, grounds, and structures affixed thereto and thereon (collectively, the “Property”).

7. At all times relevant hereto, upon information and belief, Defendant Synergy was contracted by Defendants The Philadelphia Zoo, Zoological Society, and/or City of Philadelphia to repair, replace, and/or maintain portions of the Property, including the glass doors at the McNeil Avian Center located at The Philadelphia Zoo.

8. At all times relevant hereto, said Defendants acted and/or failed to act by themselves and by and through their actual and ostensible agents, servants, and/or employees, acting within the course and scope of their employment and on behalf of each other.

9. As a result of their negligent and careless acts and omissions, Defendants directly and proximately caused the injuries and damages described herein.

10. Under the local rules, the amount in controversy exceeds the amount requiring arbitration.

11. Plaintiffs claim all damages recoverable under the laws of the Commonwealth of Pennsylvania.

JURISDICTION AND VENUE

12. Jurisdiction is proper in this Honorable Court in Philadelphia County, Pennsylvania where, at all relevant times, Defendants The Philadelphia Zoo, Zoological Society of Philadelphia, and City of Philadelphia, have principal places of businesses within Philadelphia County in the Commonwealth of Pennsylvania, and Defendant Synergy Glass & Door Service, LLC regularly conducted business within Philadelphia County.

13. Venue is properly laid in Philadelphia County pursuant to Pa. R. Civ. P. 1006.

FACTUAL BACKGROUND

A. Conduct of the Defendants

14. On or about September 14, 2024, Plaintiffs Laura and John Transue went to The Philadelphia Zoo with their two minor children, V.T. and R.T.

15. Plaintiffs were business invitees and patrons of the Defendants The Philadelphia Zoo, Zoological Society of Philadelphia, and City of Philadelphia, and lawfully upon the Property, with Defendants' express permission and knowledge.

16. On the aforementioned date, Plaintiff Laura Transue—then aged thirty-eight (38) years old—and her family entered the McNeil Avian Center after spending about two (2) hours exploring the Zoo.

17. In the McNeil Avian Center, there were double tempered glass doors leading from one area of the Center to another.

18. More specifically, at this location, the right-hand door was partially open—seemingly jammed against the floor and not moving—and the left-hand door was closed.

19. As the right-hand door appeared unable to be opened, Plaintiff Laura Transue attempted to walk through the left-hand door.

20. When Mrs. Transue opened the left-hand door, the right-hand door fell, upon information and belief because the door was not properly connected to the wall, slicing her left arm from her wrist to her elbow all the way down to the bone, before the door shattered on the ground.

21. Two medical professionals also visiting the Zoo that day happened to be in the McNeil Avian Center when the aforementioned incident occurred and came to Plaintiff Laura Transue's aid to help stabilize her artery and make a tourniquet to save her left hand.

22. Plaintiff John Transue and Plaintiffs' two minor children were present when this incident occurred and watched on in horror as Laura Transue suffered the aforementioned injury when the door fell.

23. Mrs. Transue was rushed from The Philadelphia Zoo to Penn Presbyterian Medical Center by ambulance where she was diagnosed with a left arm laceration involving her tendons, requiring immediate surgery.

24. Plaintiff Laura Transue underwent emergency surgery to repair and reconstruct nerves, repair the tendon, and close the large laceration.

25. Following surgery, Mrs. Transue had to undergo extensive physical therapy to attempt to regain mobility and functionality of her left hand, wrist, and fingers.

26. To date, she has not regained all mobility and feeling in her left hand and fingers and is unsure of whether she will regain the same in the future.

27. This dangerous and/or defective condition of the Property caused the Plaintiff, Laura Transue, to suffer severe, permanent, and debilitating injury.

28. Said dangerous and/or defective condition of the Property was of such configuration and character so as to unreasonably obstruct individuals from traveling through the

Property and constitute a danger to customers, business invitees, and others lawfully on the Property and traversing thereon.

29. Said dangerous and/or defective condition was one of the real property itself, and occurred as a result of the negligent and careless care, maintenance, inspection, repair, custody, and/or control of the aforesaid Property owned, managed by, and/or under the control of Defendants.

30. Defendants knew that persons, like Plaintiff Laura Transue, would be travelling through the McNeil Avian Center, and should have made the Property safe for such persons, as well as should have made any potential danger within the Property known to Plaintiffs and other business invitees of the Property.

31. At all times relevant hereto, Defendants should have controlled, inspected, repaired, constructed, or otherwise maintained the aforesaid Property so that such a dangerous and defective condition was not presented thereon.

32. In the alternative, at all times relevant hereto, Defendants knew, or should have known, of the existence of the aforesaid dangerous and/or defective condition on the Property which they owned, managed, and/or controlled, and which property was under their care and custody, and taken steps to protect patrons such as Plaintiff from the aforesaid dangerous and defective condition.

33. On the date and at the place as aforesaid, Defendants knew or should have known that Plaintiff and others similarly situated would not anticipate, guard against, and avoid the aforesaid dangerous and/or defective condition.

34. As a direct and proximate result of the foregoing, Plaintiff Laura Transue suffered the injuries and damages more particularly described herein.

B. Injuries Sustained by Plaintiff, Laura Transue

35. As a result of Defendants' negligence and carelessness, Plaintiff was caused to suffer multiple injuries, including, *inter alia*:

- a. Nerve graft;
- b. Nerve damage;
- c. Loss of mobility in left hand, wrist, and arm;
- d. Loss of feeling in left hand, wrist, and arm;
- e. Past and future pain;
- f. Surgical repair of tendons;
- g. Emotional distress;
- h. Loss of independence;
- i. Conscious pain and suffering;
- j. Need for inpatient and outpatient rehabilitation;
- k. Need for further treatment, including surgical and medication management;
- l. Mental anguish;
- m. Anxiety;
- n. Depression;
- o. Humiliation;
- p. Embarrassment;
- q. Physical disfigurement;
- r. Past lost wages;
- s. Future lost wages;
- t. Loss of earning capacity;

- u. Past medical expenses;
- v. Future medical expenses;
- w. Loss of life's pleasures; and,
- x. All injuries and damages set forth in Plaintiff Laura Transue's medical records and otherwise permissible under Pennsylvania law.

36. As a result of Defendants' negligence and carelessness, Mrs. Transue continues to suffer from, *inter alia*: nerve pain; numbness and tingling; pain and suffering; permanent disability; humiliation and embarrassment; emotional distress; mental anguish; anxiety; depression; inconvenience; and, a loss of life's pleasures.

37. As a result of the negligence and carelessness of the Defendants as set forth herein, Mrs. Transue incurred substantial medical and medically related expenses including, *inter alia*, expenditures for medicine, hospitalization, medical and surgical care, testing, and other care and treatment to attend to, treat, and attempt to alleviate and/or minimize her condition, such as surgical intervention.

COUNT I – NEGLIGENCE

Plaintiffs Laura and John Transue v. The Philadelphia Zoo, Zoological Society of Philadelphia, and City of Philadelphia

38. Plaintiffs hereby incorporate by reference the preceding paragraphs as though the same were fully set forth at length herein.

39. Defendants The Philadelphia Zoo, Zoological Society, and City of Philadelphia are directly liable for their negligent conduct, as well as vicariously liable for the conduct of their agents, brokers, servants, and/or employees pursuant to the principles of agency, vicarious liability, and/or *respondeat superior*.

40. The negligent acts and omissions of Defendants The Philadelphia Zoo, Zoological Society, and City of Philadelphia, as well as their agents, brokers, servants, and/or employees were as follows:

- a. Failed to regard the rights, safety, and position of Plaintiff, Laura Transue, in and about the area of the aforementioned Incident by failing to secure the door in the McNeil Avian Center so it would not fall from the wall and injure visitors on the Premises;
- b. Failed to warn visitors such as Plaintiff Laura Transue that the door in the McNeil Avian Center was not properly attached to the wall and would fall if it were touched;
- c. Failed to attach the door to the wall so it would not fall and injure patrons of The Philadelphia Zoo;
- d. Created the aforesaid dangerous and/or defective condition on the Premises where the Defendants knew or should have known that business invitees and other individuals, including Plaintiff, would be traversing or otherwise using;
- e. Failed to inspect the premises for defective and dangerous conditions, including *inter alia*, inspecting doorways and entryways, that would prevent business invitees like Plaintiff from safely walking through the Property;
- f. Failed to regularly inspect and then discover the existence of said defective condition when Defendants would have discovered the existence of said condition upon reasonable inspection;
- g. Allowed the aforesaid dangerous and/or defective condition to remain on the Property in an area where the Defendants knew or should have known business invitees and others lawfully on the Premises would be traversing, walking, or otherwise using said area, when Defendants knew or should have known that the conditions caused an unreasonable risk of harm to the business invitees of the Property, including Plaintiff;
- h. Failed to properly inspect, maintain, and/or repair the Property in a reasonable and prudent manner to ensure the Property was in safe condition for business invitees—including Plaintiff—traversing, walking, or otherwise using said Premises;
- i. Failed to issue any warning, verbal, written, actual, and/or constructive, to business invitees or others on the Property, including Plaintiff, of the aforesaid dangerous and/or defective condition which existed on the Premises in or about the area where Plaintiff's aforesaid Incident when Defendants knew or should have known of the existence of said conditions;
- j. Permitted and allowed business invitees and others on the Premises including Plaintiff to traverse, travel along, walk in, and/or use the area of Plaintiff's

- aforesaid Incident when said Defendants knew, or should have known, of the existence of the dangerous and/or defective conditions;
- k. Failed to post barriers and/or barricades to prevent business invitees and others including Plaintiff from encountering the dangerous and/or defective conditions which existed and of which Defendants knew or should have known;
 - l. Failed to provide a safe entranceway within the McNeil Avian Center for passage of patrons, including Plaintiff;
 - m. Failed to close the McNeil Avian Center if and/or when the doors in the entryways were not affixed to the wall in a safe manner for patrons to safely pass through;
 - n. Failed to provide a safe means of viewing the exhibits at the Property, including the exhibit at which the Incident occurred within the McNeil Avian Center;
 - o. Failed to keep the Property free and clear from dangerous and defective conditions;
 - p. Failed to hire, employ, promote, and/or contract various agents, servants, workmen, and/or employees with the responsibility and obligation to properly inspect, maintain, care for, construct, and repair the area of the aforementioned Incident;
 - q. Failed to use reasonable care in hiring, employing, promoting, and/or contracting various agents, servants, workmen, and/or employees who had the responsibility and obligation to properly inspect, maintain, care for, construct, and repair the area of the aforementioned Incident;
 - r. Failed to hire, employ, and/or promote various agents, servants, workmen, and/or employees with the responsibility and obligation to properly supervise the operation of the Premises;
 - s. Failed to use reasonable care in hiring, employing, promoting, and/or contracting various agents, servants, workmen, and/or employees who had the responsibility and obligation to properly supervise the activities on the Premises in the area of the aforementioned Incident;
 - t. Permitted the various agents, servants, workmen, and/or employees who had the responsibility and obligation to inspect, repair, care for, maintain, and/or construct the area of the aforementioned Incident, to continue to work as agents, servants, workmen, and/or employees, when said Defendants knew, or should have known, that said agents, servants, workmen, and/or employees were unable to and/or incapable of properly performing the requirements of their respective employments;
 - u. Failed to establish rules, policies, procedures, and programs governing inspection, care for, maintenance, construction, and repair of doorways and/or entryways and public areas of the aforesaid Property, when the existence of said rules, policies, programs, and procedures would have prevented the Incident;

- v. Failed to comply with their own rules, policies, procedures, and programs governing the inspection, maintenance, construction, repair, and care for the area where the Incident occurred when such failure increased the risk of harm to Plaintiff and/or Plaintiff reasonably relied upon Defendants' compliance with said rules, policies, procedures, and programs in traversing the area where the Incident occurred;
- w. Violated various rules, regulations, ordinances, and statutes of the Commonwealth of Pennsylvania and political subdivisions thereof;
- x. Acted and failed to act as set forth hereinabove, when Defendants knew or had reason to know of the lack of safety and dangerous nature of the aforesaid Premises and area of the Incident, and dangers and risks it posed to business invitees and other individuals lawfully thereon, including Plaintiff;
- y. Acted and failed to act as set forth hereinabove, when Defendants knew or should have known of the lack of safety posed by, and dangerous condition of, the aforesaid Premises and area of the Incident, when in the exercise of due care Defendants knew or should have known the same subjected Plaintiff and others similarly situated to the risk of serious bodily injury, or with reckless disregard thereto;
- z. Failed to correct and/or eliminate the unsafe and hazardous condition that ultimately caused severe injury to Plaintiff;
- aa. Failed to avoid an accident, which could have been avoided in the exercise of reasonable care;
- bb. Committed and/or failed to commit the aforesaid acts set forth in subparagraphs (a) through (aa), when Defendants expected, or should have expected, that Plaintiff did not know, nor had any reason to know, of the existence of the aforesaid dangerous and/or defective conditions of the Premises; and,
- cc. Committed and/or failed to commit the aforesaid acts set forth in subparagraphs (a) through (aa), when Defendants knew, or should have known, that Plaintiff would not protect herself against the dangerous and/or defective conditions of the Premises, or that the condition was of such a nature that Plaintiff would not be able to anticipate or guard against it.

41. Defendants, The Philadelphia Zoo, Zoological Society, and City of Philadelphia, individually and acting through their authorized agents, servants, workmen, and employees as identified and/or described herein, undertook and/or assumed a duty to ensure walkways and entryways throughout the Premises were safe for business invitees and/or customers, like Plaintiff,

and free of dangerous and/or defective conditions, as well as to warn business invitees and/or customers of the same if such dangerous and/or defective conditions exist.

42. As a direct and proximate result of the above-described occurrence, Plaintiff Laura Transue suffered severe injuries, all of which are or may be permanent in nature, to *inter alia* her left arm, including laceration and severed nerves requiring surgical intervention and continued therapy, as well as permanent scarring and/or disfigurement.

43. As a result of the above injuries, Plaintiff Laura Transue has been and may be in the future obligated to expend various and diverse sums of money for medicine and medical treatment in an effort to cure the above injuries, all to her great loss and detriment.

44. As a result of the above Incident and injuries sustained thereby, Plaintiff Laura Transue has suffered physical pain, mental anguish, anxiety, embarrassment, and humiliation, and may continue to suffer the same for an indefinite period of time in the future, all to her great loss and detriment.

45. As a direct and proximate cause of the negligence and carelessness of Defendants The Philadelphia Zoo, Zoological Society, and City of Philadelphia, Plaintiff suffered severe injuries and damages, as set forth above.

WHEREFORE, Plaintiffs, Laura and John Transue, respectfully request that judgment be entered in their favor, and against Defendants, in an amount in excess of the compulsory arbitration limits and/or Fifty Thousand Dollars (\$50,000.00); whichever is greater, and any other relief that this Honorable Court deems appropriate given the circumstances.

COUNT II – NEGLIGENCE

Plaintiffs Laura and John Transue v. Synergy Glass & Door Service, LLC

46. Plaintiffs hereby incorporate by reference the preceding paragraphs as though the same were fully set forth at length herein.

47. The negligent acts and omissions of Defendant Synergy, as well as its agents, brokers, servants, and/or employees were as follows:

- a. Failed to regard the rights, safety, and position of Plaintiff, Laura Transue, in and about the area of the aforementioned Incident by failing to secure the door in the McNeil Avian Center so it would not fall from the wall and injury visitors on the Premises;
- b. Failed to properly install the door in question so it would not fall when patrons of The Philadelphia Zoo passed through the doorway and/or entryway;
- c. Failed to properly maintain and/or repair the subject door so it would not fall when patrons of The Philadelphia Zoo passed through the doorway and/or entryway;
- d. Failed to notify The Philadelphia Zoo, Zoological Society, and/or the City of Philadelphia that the door and/or the entryway in the McNeil Avian Center was dangerous and the subject door could fall on patrons of The Philadelphia Zoo;
- e. Failed to put up any signage and/or other warnings so patrons of The Philadelphia Zoo knew the door was in danger of falling and could cause injury;
- f. Failure to attach the door to the wall so it would not fall and injure patrons of The Philadelphia Zoo;
- g. Created and/or failed to correct the aforesaid dangerous and/or defective condition on the Premises where the Defendant knew or should have known that business invitees and other individuals, including Plaintiff, would be traversing or otherwise using;
- h. Failed to inspect the Premises for defective and dangerous conditions, including *inter alia*, inspecting doorways and entryways, that would prevent business invitees like Plaintiff from safely walking through the Property;
- i. Failed to discover the existence of said dangerous and/or defective condition when Defendant would have discovered the existence of said condition upon reasonable inspection;
- j. Allowed the aforesaid dangerous and/or defective condition to remain on the Property in an area where the Defendant knew or should have known business invitees and others lawfully on the Premises would be traversing, walking, or otherwise using said area, when Defendant knew or should have known that the conditions caused an unreasonable risk of harm to the business invitees of the Property, including Plaintiff;
- k. Failed to properly inspect, maintain, and/or repair the Property in a reasonable and prudent manner to ensure the Property was in safe condition for business invitees—including Plaintiff—traversing, walking, or otherwise using said Premises;

- l. Failed to issue any warning, verbal, written, actual, and/or constructive, to business invitees or others on the Property, including Plaintiff, of the aforesaid dangerous and/or defective condition which existed on the Premises in or about the area where Plaintiff's aforesaid Incident when Defendant knew or should have known of the existence of said conditions;
- m. Permitted and allowed business invitees and others on the Premises including Plaintiff to traverse, travel along, walk in, and/or use the area of Plaintiff's aforesaid Incident when said Defendant knew, or should have known, of the existence of the dangerous and/or defective conditions;
- n. Failed to post barriers and/or barricades to prevent business invitees and others including Plaintiff from encountering the dangerous and/or defective conditions which existed and of which Defendant knew or should have known;
- o. Failed to hire, employ, promote, and/or contract various agents, servants, workmen, and/or employees with the responsibility and obligation to properly inspect, maintain, care for, construct, and repair the area of the aforementioned Incident;
- p. Failed to use reasonable care in hiring, employing, promoting, and/or contracting various agents, servants, workmen, and/or employees who had the responsibility and obligation to properly inspect, maintain, care for, construct, and repair the area of the aforementioned Incident;
- q. Failed to hire, employ, and/or promote various agents, servants, workmen, and/or employees with the responsibility and obligation to properly supervise the operation of the Premises;
- r. Failed to use reasonable care in hiring, employing, promoting, and/or contracting various agents, servants, workmen, and/or employees who had the responsibility and obligation to properly supervise the activities on the Premises in the area of the aforementioned Incident;
- s. Permitted the various agents, servants, workmen, and/or employees who had the responsibility and obligation to inspect, repair, care for, maintain, and/or construct the area of the aforementioned Incident, to continue to work as agents, servants, workmen, and/or employees, when said Defendant knew, or should have known, that said agents, servants, workmen, and/or employees were unable to and/or incapable of properly performing the requirements of their respective employments;
- t. Violated various rules, regulations, ordinances, and statutes of the Commonwealth of Pennsylvania and political subdivisions thereof;
- u. Acted and failed to act as set forth hereinabove, when Defendant knew or had reason to know of the lack of safety and dangerous nature of the aforesaid Premises and area of the Incident, and dangers and risks it posed to business invitees and other individuals lawfully thereon, including Plaintiff;

- v. Acted and failed to act as set forth hereinabove, when Defendant knew or should have known of the lack of safety posed by, and dangerous condition of, the aforesaid Premises and are of the Incident, when in the exercise of due care Defendant knew or should have known the same subjected Plaintiff and others similarly situated to the risk of serious bodily injury, or with reckless disregard thereto;
- w. Failed to correct and/or eliminate the unsafe and hazardous condition that ultimately caused severe injury to Plaintiff;
- x. Failed to avoid an accident, which could have been avoided in the exercise of reasonable care;
- y. Committed and/or failed to commit the aforesaid acts set forth in subparagraphs (a) through (x), when Defendant expected, or should have expected, that Plaintiff did not know, nor had any reason to know, of the existence of the aforesaid dangerous and/or defective conditions of the Premises; and,
- z. Committed and/or failed to commit the aforesaid acts set forth in subparagraphs (a) through (x), when Defendant knew, or should have known, that Plaintiff would not protect herself against the dangerous and/or defective conditions of the Premises, or that the condition was of such a nature that Plaintiff would not be able to anticipate or guard against it.

48. Defendant Synergy, individually and acting through its authorized agents, servants, workmen, and employees as identified and/or described herein, undertook and/or assumed a duty to ensure the doorway and/or entryway within the McNeil Avian Center it was contracted to inspect, repair, maintain, and/or construct was safe for business invitees and/or customers, like Plaintiff, and free of dangerous and/or defective conditions.

49. As a direct and proximate result of the above-described occurrence, Plaintiff Laura Transue suffered severe injuries, all of which are or may be permanent in nature, to *inter alia* her left arm, including laceration and severed nerves requiring surgical intervention and continued therapy, as well as permanent scarring and/or disfigurement.

50. As a result of the above injuries, Plaintiff Laura Transue has been and may be in the future obligated to expend various and diverse sums of money for medicine and medical treatment in an effort to cure the above injuries, all to her great loss and detriment.

51. As a result of the above Incident and injuries sustained thereby, Plaintiff Laura Transue has suffered physical pain, mental anguish, anxiety, embarrassment, and humiliation, and may continue to suffer the same for an indefinite period of time in the future, all to her great loss and detriment.

52. As a direct and proximate cause of the negligence and carelessness of Defendant Synergy, Plaintiffs suffered severe injuries and damages, as set forth above.

WHEREFORE, Plaintiffs, Laura and John Transue, respectfully request that judgment be entered in their favor, and against Defendants, in an amount in excess of the compulsory arbitration limits and/or Fifty Thousand Dollars (\$50,000.00); whichever is greater, and any other relief that this Honorable Court deems appropriate given the circumstances.

COUNT III – NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

Laura and John Transue as Parents and Natural Guardians of Minor Plaintiffs V.T. and R.T and Plaintiff John Transue, Individually v. The Philadelphia Zoo, the Zoological Society of Philadelphia, City of Philadelphia, and Synergy Glass & Door Service, LLC

53. Plaintiffs hereby incorporate by reference the preceding paragraphs as though the same were fully set forth at length herein.

54. Minor Plaintiffs V.T. and R.T and Plaintiff John Transue were present with their mother and/or wife during the September 14, 2024 incident at which they suffered severe and permanent injuries as set forth herein, as well its aftermath.

55. Minor Plaintiffs V.T. and R.T and Plaintiff John Transue witnessed the glass door fall onto their mother and/or wife, witnessing her severe injuries and screams of pain as well as significant amounts of blood and open flesh, all of which occurred as a result of the negligence, carelessness, and recklessness of Defendants as previously set forth herein.

56. The trauma and shock of Minor Plaintiffs V.T. and R.T and Plaintiff John Transue's contemporaneous observance of the events previously set forth herein caused them to suffer in the

past, and will continue to cause them to suffer in the future, severe emotional and psychological distress and injuries, with physical manifestations of the same, including but not limited to depression, nightmares, stress, anxiety, and/or physical or psychological ailments, as set forth above herein.

57. In addition to their negligence, carelessness, and recklessness, as established above, Defendants are liable for punitive damages in that their actions constitute willful, wanton, and/or reckless misconduct is conscious disregard of the safety of Minor Plaintiffs V.T. and R.T and Plaintiff John Transue.

WHEREFORE, Plaintiffs respectfully request that judgment be entered in their favor, and against Defendants, in an amount in excess of the compulsory arbitration limits and/or Fifty Thousand Dollars (\$50,000.00); whichever is greater, and any other relief that this Honorable Court deems appropriate given the circumstances.

COUNT IV – LOSS OF CONSORTIUM

Plaintiff John Transue v. The Philadelphia Zoo, the Zoological Society of Philadelphia, City of Philadelphia, and Synergy Glass & Door Service, LLC

58. Plaintiffs hereby incorporate by reference the preceding paragraphs as though the same were fully set forth at length herein.

59. At all times relevant hereto, Plaintiff Laura Transue was married, and continues to be married, to Plaintiff John Transue.

60. As a direct and proximate result of the negligence, carelessness, and recklessness of Defendants, Plaintiff John Transue has sustained a loss of services, society, benefits, comfort, companionship, and consortium of his wife, Plaintiff Laura Transue, and will continue to do so in the future.

61. As a direct and proximate result of the negligence, carelessness, and recklessness of Defendants, Plaintiff John Transue claims the full measure of damages allowable under Pennsylvania law for the loss of consortium of his wife, Plaintiff Laura Transue.

WHEREFORE, Plaintiff John Transue, respectfully requests that judgment be entered in his favor, and against Defendants, in an amount in excess of the compulsory arbitration limits and/or Fifty Thousand Dollars (\$50,000.00); whichever is greater, and any other relief that this Honorable Court deems appropriate given the circumstances.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury as to all issues.

Respectfully submitted,

ANAPOL WEISS

BY: /s/ Kila B. Baldwin
KILA B. BALDWIN, ESQUIRE
MARNI S. BERGER, ESQUIRE
JILLIAN S. BELLO, ESQUIRE
Attorneys for Plaintiffs

Date: March 3, 2025

VERIFICATION

I, Laura Transue, hereby verify that I am the Plaintiff in the foregoing action; that the attached Civil Action Complaint is based upon information which I have furnished to counsel, and information which has been gathered by counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not mine. I have read the Complaint, and to the extent the statements therein are based upon information I have given counsel, they are true and correct to the best of my knowledge, information, and belief. To the extent the contents of the Complaint are that of counsel, I have relied upon counsel in making this Verification. I understand that if false statements were made herein, I would be subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 2/28/2025 By: Laura M. Transue

LAURA TRANSUE

□

VERIFICATION

I, John Transue, hereby verify that I am the Plaintiff in the foregoing action; that the attached Civil Action Complaint is based upon information which I have furnished to counsel, and information which has been gathered by counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not mine. I have read the Complaint, and to the extent the statements therein are based upon information I have given counsel, they are true and correct to the best of my knowledge, information, and belief. To the extent the contents of the Complaint are that of counsel, I have relied upon counsel in making this Verification. I understand that if false statements were made herein, I would be subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 2/28/2025 By: John H. Transue IV

JOHN TRANSUE