

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

JULY 2005

PLAINTIFF'S NAME Anthony Oliver Sr Adm of Est of Anthony Oliver Jr	DEFENDANT'S NAME Lou's of Upper Darby, Inc. t/a Lou's Loans
PLAINTIFF'S ADDRESS 1340 Wells Street Philadelphia, PA 19111	DEFENDANT'S ADDRESS 29 South 69th Street Upper Darby PA 19082
PLAINTIFF'S NAME Anthony Oliver, Sr. in His Own Right	DEFENDANT'S NAME Phoenix Arms
PLAINTIFF'S ADDRESS 1340 Wells Street Philadelphia, PA 19111	DEFENDANT'S ADDRESS 4231 Brickell Street Ontario, CA 91761
PLAINTIFF'S NAME Sheree Goode	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS 1919 North 52nd Street Philadelphia, PA 19131	DEFENDANT'S ADDRESS

601836

TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NO. OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition Action <input type="checkbox"/> Transfer From Other Jurisdictions <input type="checkbox"/> Notice of Appeal
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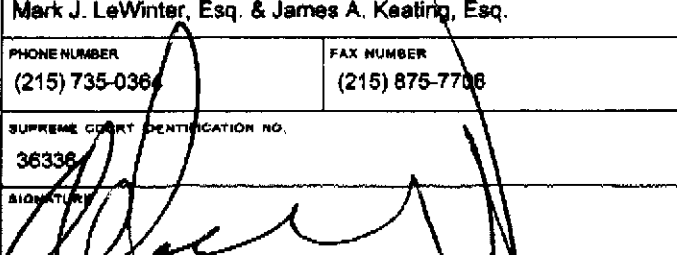
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$30,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other: _____	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition	<input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals	<input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival
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CASE TYPE AND CODE (SEE INSTRUCTIONS)
20 Negligence

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)
Accident occurred in Philadelphia County

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER? <table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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TO THE PROTHONOTARY:
 Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:
 Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY Mark J. LeWinter, Esq. & James A. Keating, Esq.	ADDRESS (SEE INSTRUCTIONS) 1710 Spruce Street Philadelphia PA 19103
PHONE NUMBER (215) 735-0364	FAX NUMBER (215) 875-7708
SUPREME COURT IDENTIFICATION NO. 36336	E-MAIL ADDRESS mlewinter@anapolschwartz.com
SIGNATURE 	DATE 7/19/05

ANAPOL, SCHWARTZ, WEISS, COHAN,
FELDMAN & SMALLEY, P.C.

By: Mark J. LeWinter, Esq.

James A. Keating, Esq.

I.D. Nos.: 36336 & 89770

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JURY TRIAL DEMANDED.
THIS IS NOT AN ARBITRATION
CASE. AN ASSESSMENT OF
DAMAGES HEARING IS
REQUIRED.

ATTORNEYS FOR PLAINTIFFS

BRADY CENTER TO PREVENT GUN VIOLENCE
LEGAL ACTION PROJECT

Pending Admission Pro Hac Vice:

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ATTEST

JUL 19 2005

LAURA PAONE

Anthony Oliver, Sr., Administrator of the Estate of
ANTHONY DANIEL OLIVER, JR., Deceased,
and Anthony Oliver, Sr., and Sheree Gooden

Their Own Right

1340 Wells Street

Philadelphia, PA 19111

and

1919 North 52nd Street

Philadelphia, PA 19131

Plaintiffs,

v.

LOU'S OF UPPER DARBY, INC.

Trading As Lou's Loans

29 South 69th Street

Upper Darby, PA 19082

AND

PHOENIX ARMS

4231 Brickell Street

Ontario, CA 91761

Defendants.

COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY

JULY TERM, 2005

NO. **001836**

COPIES FEE PAID

Plaintiffs Anthony Oliver, Sr., as Administrator of the Estate of Anthony Oliver, deceased, and Sheree Goode and Anthony Oliver, Sr., in their own right, by the undersigned counsel, hereby allege as follows.

1. Plaintiff, ANTHONY OLIVER, SR., is an adult individual residing at 1340 Wells Street, Philadelphia, PA 19111. Anthony Oliver, Sr. is the father and natural guardian of Anthony Daniel Oliver, Jr. Anthony Oliver, Sr. is the authorized personal representative and Administrator of the Estate of Anthony Oliver, Jr. pursuant to Pennsylvania law.

2. SHEREE GOODE is an adult individual residing at 1919 North 52nd Street, Philadelphia, PA 19131. Sheree Goode is the mother of Anthony Daniel Oliver, Jr., Deceased.

3. Defendant LOU'S OF UPPER DARBY, INC. (trading as Lou's Loan) ("LOU'S LOAN" or "LOU'S") is a federal firearms licensee and pawnshop at 29 South 68th Street, Upper Darby, Pennsylvania. Lou's Loan sold the Phoenix handgun used to shoot and kill Anthony Oliver, Jr.

4. Defendant PHOENIX ARMS is a corporation organized and existing under the laws of the State of California with its principal place of business at 4231 Brickell Street, Ontario, California 91761. Phoenix Arms manufactured and sold the handgun used to shoot and kill Anthony Oliver, Jr.

Nature of the Action

5. This is a civil action arising from the tragic death of Anthony Daniel Oliver, Jr., a 14 year old boy killed on July 23, 2004, in Philadelphia, with a Saturday Night Special handgun, a Phoenix Arms .25 caliber semi-automatic pistol, serial number 4250102 (the "Phoenix Arms handgun").

6. The shooter, Quamere Durham, was prohibited from legally obtaining a gun, but

was able to obtain the weapon that killed Anthony Oliver, Jr. as a result of the negligence of Defendants, who negligently distributed and sold the Phoenix Arms handgun, although each Defendant knew or should have known of the foreseeable risk that the sale would result in a shooting such as Anthony's, and Anthony's death was caused by each Defendants' negligence.

7. The manner in which Defendants distributed and sold the gun was grossly negligent and created a public nuisance unreasonably interfering with the public's health, safety, and peace.

8. Anthony Oliver, Jr.'s parents, Sheree Goode and Anthony Oliver, Sr., bring this suit to hold accountable certain corporations and individuals whose negligent and/or reckless actions caused the death of their son.

Factual Allegations

9. On July 23, 2004, Anthony Oliver, Jr. was playing video games with three friends at the home of his friend, 13 year-old Quamere Durham, at 2272 North 51st Street in Philadelphia.

10. Quamere showed his friends a Phoenix Arms .25 caliber semi-automatic handgun, serial number 4250102. Mistakenly believing the handgun's safety was on, Quamere picked it up and pulled the trigger, firing one shot.

11. Quamere unintentionally shot Anthony in the abdomen. Anthony remained alive, clutching his stomach and struggling. He asked the other children to call 911. The children unsuccessfully tried to staunch Anthony's bleeding with paper towels and toilet paper. Anthony died that night at Children's Hospital.

12. Quamere Durham was charged, as an adult, with third degree murder. He is currently under electronically-monitored house arrest.

13. Anthony Oliver, Jr. did not bring any action during his lifetime, nor has any other action for the death of Anthony Oliver, Jr. been commenced against these Defendants.

**COUNT I
NEGLIGENCE
PLAINTIFFS v. LOU'S OF UPPER DARBY, INC.**

14. Plaintiffs hereby incorporate paragraphs one (1) through twelve (13) as if fully set forth herein.

15. Defendants negligently distributed and sold the Phoenix Arms handgun in a manner that caused it to be obtained by Quamere Durham, an illegal and reckless gun user and possessor, and then to be used to kill Anthony Oliver, Jr.

16. Quamere Durham was only able to obtain the handgun, and cause Anthony's death, through the recklessness and/or negligence of a series of handgun sellers and purchasers.

17. Defendants Phoenix Arms and Lou's Loan are engaged in the business of selling handguns.

18. Phoenix Arms and Lou's Loan are well aware of the substantial risk that criminals will obtain those guns, often through gun traffickers, straw purchasers, and/or irresponsible dealers and sales practices.

19. Phoenix Arms and Lou's Loan knew or should have known that unless they used reasonable care in the sale and distribution of handguns, criminals and/or illegal handgun traffickers, such as Jerry Battle, and illegal and irresponsible users, such as Quamere Durham, would obtain handguns, as occurred here, and that tragic shootings, such as Anthony Oliver, Jr.'s death, would foreseeably result.

20. Phoenix Arms and Lou's Loan owed foreseeable victims, including Anthony Oliver, Jr., a duty to use reasonable care in their sale and distribution of the Phoenix handgun; they breached that duty by failing to exercise reasonable care in their sale and distribution of the

Phoenix handgun and their negligence caused the death of Anthony Oliver, Jr.

21. The Phoenix Arms .25 caliber semi-automatic handgun, serial number 4250102, was manufactured by Phoenix Arms and distributed to Lou's Loan.

22. The subject Phoenix Arms handgun was purchased from Lou's Loan by Jerry Battle on December 18, 2003.

23. The Phoenix Arms handgun was one of at least six handguns that Lou's Loan sold to Battle.

24. Some of the sales may have been sales of more than one gun in one transaction (known as a "multiple sale").

25. On this occasion, Lou's sold Jerry Battle the Phoenix Arms handgun, a small, easily-concealable and low quality handgun gun disproportionately used in crime and having no collector value or interest, without using reasonable care or employing business practices that have been identified as diverting guns to the criminal market, and without using reasonable care or even employing sales practices that have been recommended by the firearms industry.

26. At least one of the guns sold by Lou's Loan to Jerry Battle, the Phoenix Arms handgun, was trafficked and then illegally obtained by Quamere Durham, an illegal and irresponsible possessor, and then used to shoot and kill Anthony Oliver, Jr.

27. Reports and studies, including those issued by the federal government of which Phoenix Arms and Lou's Loan were on notice, have reported for years that convicted criminals, drug users and dealers, and other persons with criminal intent who cannot purchase guns legally at retail stores, or do not want to do so in order to avoid a paper trail connecting them to the gun, use straw purchasers or purchase guns from gun traffickers.

28. Each time Lou's sold a gun which was recovered in connection with a crime,

Lou's received specific notice by a telephone call from the Bureau of Alcohol, Tobacco, Firearms & Explosives ("ATF").

29. Between 1996 and 2000, Lou's Loans received notice that at least 441 guns it had sold were traced to crime.

30. Successfully traced guns represent only a fraction of the total number of guns used in crime.

31. A 1999 Associated Press article reported that 111 guns sold by Lou's Loan were traced to crime between January 1995 and December 1997, an average of more than three a month. 86% of all dealers in Pennsylvania have never had one gun traced to crime. See "Police Defend Gun Dealer in Crime Weapons Traces," AP, June 21, 1999.

32. That same year, Lou's Loan was listed as one of the nation's worst "bad apple" gun dealers, according to a report released by Senator Schumer on June 7, 1999. See Arlene Levinson, "Dealers Under The Gun," AP, June 16, 1999.

33. In 2003, Lou's Loan was the second largest source of crime guns seized by Philadelphia police. See Nathan Gorenstein, "Details of Guns Tied to City Crimes," Philadelphia Inquirer, p. B1, Aug. 29, 2004.

34. Lou's Loan sold 178 guns traced to crime in 2003. That year, less than 1% of the more than 3000 dealers in Pennsylvania sold even one gun traced to crime. See Myung Kim & Barbara Laker, "Who Sells Them: Four Philadelphia-area gun shops are consistently identified as the original sellers of hundreds of crime guns every year," Philadelphia Daily News, June 24, 2005.

35. A January 2004 study by Americans for Gun Safety Foundation, "Selling Crime: High Crime Gun Stores Fuel Criminals," ranked Lou's Loan as the number one gun dealer in

Pennsylvania for numbers of guns sold traced to crime, and 43rd in the nation, with a total of 441 traces between 1996 to 2000.

36. Upon information and belief, in September 1998, Nathaniel Finkley and three co-defendants were indicted in the Eastern District of Pennsylvania for making illegal straw purchases at Lou's Loan. See Nathaniel Finkley v. U.S., Civ. A. Nos. 91-3500, CR 88-434-01, reported Jan. 5, 1995, E.D. Pa. Between June 30, 1987 and Sept. 4, 1987, Finkley made repeated gun purchases at Lou's Loan; Finkley brought the actual purchasers with him into the store and at times even paid for the guns with money handed to him by the actual purchasers.

37. Upon information and belief, between September 29, 1990 and November 29, 1990, Theresa J. Bush, acting as a straw purchaser for her boyfriend, Saad Abdul Salaam, purchased a total of seven guns from Lou's Loan: some within a two-day period and four in a single transaction. See U.S. v. Theresa J. Bush, Crim. A. No. 94-185, reported Aug. 7, 1995, E.D. Pa. and U.S. v. Theresa J. Bush, No. 94-2025, reported June 12, 1995, 3d Cir. Salaam was allegedly supplying guns to a co-conspirator in the 1993 World Trade Center bombing.

38. Upon information and belief, another straw purchaser and illegal gun trafficker, Dana Mason, repeatedly purchased guns from Lou's until he was arrested in October 1996 for trafficking. As of January 1998, 11 of 52 guns purchased by Mason had surfaced in crime. One Bryco 9mm semiautomatic pistol Mason bought at Lou's Loan was recovered just nine months later by police in an altercation with a teenager.

39. Upon information and belief, Lou's Loan sold a handgun directly to a criminal who was legally barred from purchasing or possessing guns. Randall Austin illegally purchased a Glock semi-automatic handgun from Lou's on February 11, 2001. Austin was subsequently charged with one count of being a felon in possession of a firearm and two counts of false

statements in the acquisition of a firearm. See U.S. v. Randall Austin, No. Crim. A. 02-592, reported June 24, 2003, E.D. Pa.

40. Upon information and belief, Lou's Loan made repeated straw sales to the straw purchasing team of Maurice Matthews and Hope Clark in 2003. On March 5, 2003, Lou's sold a .357 caliber Ruger revolver to Clark, who was acting as a straw purchaser for Maurice Matthews. Matthews went into the shop with Clark, picked out the gun he wanted, and spoke to a Lou's Loan salesclerk about the purchase, while Clark filled out the paperwork and paid for the gun. See U.S. v. Maurice Matthews, Crim. No. 04-634, E.D. Pa.). The very next day, Matthews and Clark returned to Lou's and, in the same manner, purchased a BEN 9mm semiautomatic pistol. Matthews had straw purchasers make at least five separate purchases for him at Lou's, and at least one of the guns was recovered by Philadelphia police in crime by August 2003. Both Matthews and Clark plead guilty to firearms charges in November 2004. Matthews confessed to purchasing other guns on the street and reselling them for profit over the course of 10 years.

41. Lou's knew or should have known that unless it used reasonable care in its gun sales, guns such as the Phoenix Arms handgun would be trafficked and used to injure or kill innocent persons such as Anthony Oliver, Jr.

42. Lou's Loan knew or should have known that its sales practices were supplying gun traffickers and/or criminals and other unauthorized users, and that Jerry Battle not buying guns for a legitimate purpose and that the Phoenix Arms handgun would likely be trafficked to illegal users.

43. If Lou's Loan had used reasonable care, it would have known that Jerry Battle was not buying the Phoenix Arms handgun for legitimate purposes and Lou's would not have sold the gun to him.

44. Lou's Loans' negligent sales of handguns, and their sales of guns even where there was doubt as to whether the purchaser was a straw purchaser or otherwise intended to transfer the purchased handgun to another person, or to use it in crime, proximately caused the death of Anthony Oliver, Jr.

45. Lou's Loans' actions in selling guns, including the Phoenix Arms handgun, in a manner making them easily accessible to illegal traffickers and criminals, juveniles, and others prohibited by law from having guns and/or with criminal purposes, were outrageous, undertaken for bad motives including putting financial gain above safety and seeking to profit from supplying illegal demand for guns, and undertaken with conscious disregard or reckless indifference to the interests of others and known dangers.

COUNT II
NEGLIGENCE
PLAINTIFFS v. PHOENIX ARMS

46. Plaintiffs hereby incorporate paragraphs one (1) through forty-five (45) as if fully set forth herein.

47. Phoenix Arms manufactures and sells guns commonly known "Saturday Night Specials" or "junk guns." These are cheap, low quality, easily concealable guns that are disproportionately used by criminals and widely recognized as having little or no legitimate value or utility.

48. The Phoenix Arms .25 caliber semi-automatic handgun, serial number 4250102, sold by Lou's Loan to Jerry Battle is a Saturday Night Special.

49. According to ATF, Saturday Night Specials are particularly attractive to, and frequently and disproportionately used by, youth.

50. In 1998, for instance, ATF reported that the top ten most traced crime guns among juveniles in Philadelphia, the #1, #4, #5, #8 and #9 were all Saturday Night Specials. See Youth

Crime Gun Interdiction Initiative, Crime Gun Trace Analysis Reports, The Illegal Youth Firearms Market in Philadelphia (1999).

51. Saturday Night Special handguns topped the list of guns recovered in youth crime in all cities studied according to ATF's Youth Crime Gun Interdiction Initiative, Crime Gun Trace Analysis Reports, The Illegal Youth Firearms Market in 27 Communities (1998).

52. In 1994, Saturday Night Specials were 3.4 times as likely to be involved in a crime as handguns from other handgun manufacturers, when total numbers manufactured were considered. Garen J. Wintemute, Violence Prevention Research Program, Ring of Fire: The Handgun Makers of Southern California, (1994).

53. In 2000, five out of the ten most popular crime guns were still Saturday Night Specials. See Bureau of Alcohol, Tobacco and Firearms, Youth Crime Gun Interdiction Initiative, Crime Gun Trace Reports (2000) (National Report).

54. Phoenix Arms is one of the major producers of Saturday Night Specials in the United States.

55. The various models of handguns produced by Phoenix Arms are advertised for their small size and low cost – they are often available for under \$100.

56. As a result of their small size and low quality, many Phoenix Arms handguns would fail the “sporting purposes” test that the federal government applies to imported, but not domestically produced, handguns in the Gun Control Act of 1968. 18 U.S.C. § 925.

57. Several states and cities have outlawed certain models of Phoenix Arms handguns.

58. Phoenix received over 10,000 trace requests from 1998 to 2000, putting it on notice tens of thousands of times that it and the dealers it utilized had sold guns used in crime.

59. Phoenix Arms knew or should have known of Lou's record of selling crime guns and supplying gun traffickers and that dealers, including Lou's Loan, engage in sales practices which supply criminals or unauthorized users.

60. Phoenix Arms had the ability to use reasonable care in its sale and distribution of this gun, including by imposing reasonable conditions, monitoring, or supervision on its dealers, including Lou's Loans, or to choose to discontinue supplying Lou's Loans.

61. Had Phoenix Arms used reasonable care in its sale and distribution of the Phoenix Arms handgun, it would not have been sold to an illegal gun trafficker and into the hands of unauthorized and irresponsible persons, such as Durham, but failed to do so.

62. Phoenix Arms' actions in selling guns, including the Phoenix Arms handgun, in a manner making them easily accessible to illegal traffickers and criminals, juveniles, and others prohibited by law from having guns and/or with criminal purposes, were outrageous, undertaken for bad motives including putting financial gain above safety and seeking to profit from supplying illegal demand for guns, and undertaken with conscious disregard or reckless indifference to the interests of others and known dangers.

COUNT III
PUBLIC NUISANCE
PLAINTIFFS v. DEFENDANTS

63. Plaintiffs hereby incorporate paragraphs one (1) through sixty-two (62) as if fully set forth herein.

64. By distributing and selling guns in a manner that ensures a steady flow of guns in large quantities to illegal traffickers, the illegal secondary market, and criminals, juveniles, and other prohibited by law from having guns and/or with criminal purposes, Defendants have knowingly participated in creating and maintaining an unreasonable interference with rights common to the general public which constitutes a public nuisance under Pennsylvania law.

65. Defendants negligently, recklessly, and intentionally engaged in this conduct.

66. Defendants' interference with rights common to the public, including public health, safety, comfort, and peace, is unreasonable. This interference is not insubstantial or fleeting, and involves deaths and serious injuries suffered by many people and a severe disruption of public peace, order, and safety. This interference is continuing, producing a permanent and long-lasting effect. Defendants know or have reason to know that their conduct has a significant effect upon public rights and interests. Defendants' conduct in participating in creating and maintaining this interference with public rights facilitates the widespread violation of federal and Pennsylvania laws restricting and regulating gun sales and possession or facilitates the circumvention and violation of such laws.

67. Phoenix Arms had the ability to impose conditions on and to exercise control over the conduct of every entity in the chain of distribution through which products they sold reached the public. Lou's Loan exercised control over its sale of guns to illegal gun traffickers, straw purchasers, and other persons providing guns to the illegal market, illegal traffickers, and illegal users.

68. The conduct of Defendants contributed to the creation or maintenance of the public nuisance and Defendants were each capable of preventing their contribution to the public nuisance and resulting danger and harm by altering their conduct.

69. As a result of Defendants' conduct and the public nuisance they participated in creating and maintaining, Anthony Oliver, Jr. and Plaintiffs suffered special injuries distinguishable from that suffered by the general public. Defendants' participation in creating and maintaining the public nuisance were direct, legal, and proximate causes and substantial factors causing those injuries.

COUNT IV
WRONGFUL DEATH ACTION
PLAINTIFFS v. DEFENDANTS

70. Plaintiffs hereby incorporate paragraphs one (1) through sixty-nine (69) as if fully set forth herein.

71. This action is brought against each Defendant pursuant to the Pennsylvania Wrongful Death Act, 42 Pa. C.S.A. §8301 and pursuant to Rule 2201, et seq., of the Pennsylvania Rules of Civil Procedure.

72. Decedent, Anthony Oliver, Jr., did not bring an action for personal injuries during her lifetime and no other action for the death of decedent has been commenced against Defendants herein by representatives of Plaintiff's decedent.

73. Plaintiff's decedent, Anthony Oliver, Jr., was 14 years of age at the time of his death and left surviving him the following persons entitled to recover damages for his death and on whose behalf this action is brought:

- (a) Anthony Oliver, Sr., 1340 Wells Street, Philadelphia, PA 19111;
Relationship: Father
- (b) Sheree Good, 1919 North 52nd Street, Philadelphia, PA 19131;
Relationship: Mother

74. By reason of the death of Plaintiff's decedent, Anthony Oliver, Jr., his survivors have suffered pecuniary loss, including, but not limited to funeral expenses, medical bills and loss of earnings, to their great detriment and loss.

75. As a further result of the death of Plaintiff's decedent, Anthony Oliver, Jr., his survivors have suffered in the past, and will for an indefinite time into the future, suffer the loss of support and services which the decedent would have continued to provide, but for his premature death.

76. As a further result of the aforesaid accident and death of Plaintiff's decedent, Anthony Oliver, Jr., his survivors have suffered the loss of support, consortium, guidance, society, tutelage, comfort, services and/or care, which the decedent would have continued to provide, but for his premature death.

77. Accordingly, each Defendant is liable for damages in an amount in excess of Fifty Thousand (\$50,000.00) Dollars, to be determined at the time of trial.

COUNT V
SURVIVAL ACTION
PLAINTIFFS v. DEFENDANTS

78. Plaintiffs incorporate by reference the allegations set forth in paragraphs one (1) through seventy-seven (77) as though same were set forth at length herein.

79. This count is brought pursuant to the Pennsylvania Survival Act, 42 Pa. C.S.A. §8302.

80. As a direct result of the negligence, carelessness, strict liability and other liability-producing conduct of the Defendants herein, individually, jointly and/or severally, Plaintiffs' decedent suffered conscious pain, mental anguish, fright, horror, fear of impending death, as well as the observation and realization that significant injury and/or death would occur to him, prior to him succumbing to his gunshot wound.

81. Plaintiffs claim on behalf of their decedent's Estate, the pecuniary damages suffered by reason of the death of their decedent, as well as the physical pain and/or emotional pain and suffering suffered by decedent prior to his death.

82. Plaintiffs also claim on behalf of their decedent's Estate, the value of the expectancy and enjoyment of life of the decedent which was cut short by reason of the liability-producing conduct of the Defendants set forth herein.

83. Plaintiffs also claim on behalf of their decedent's Estate, the pecuniary losses occasioned as a result of the loss of services, care and earnings which would have accrued to decedent's survivors, but for his premature death.

84. Accordingly, each Defendant is liable for damages in excess of Fifty Thousand (\$50,000.00) Dollars, to be determined at the time of trial.

COUNT VI
PUNITIVE DAMAGES
PLAINTIFFS v. DEFENDANTS

85. Plaintiffs incorporate by reference the allegations set forth in paragraphs one (1) through eighty-four (84) as though same were set forth at length herein.

86. Defendants' willful, wanton and/or reckless disregard for the natural consequences of their acts or failure to act and accordingly Plaintiffs are entitled to an award of punitive damages.

87. Defendant Phoenix Arms willfully, wantonly and/or recklessly failed to take reasonable precaution to ensure the safety of the distribution of its products and to prevent handguns, including this Phoenix Arms handgun from flowing to irresponsible handgun dealers, illegal handgun traffickers, the illegitimate market and illegal handgun users and accordingly Plaintiffs are entitled to an award of punitive damages.

88. Defendant Lou's Loans willfully, wantonly and/or recklessly failed to take reasonable precautions and failed to use reasonable sales practices with respect to sales of handguns which supplied illegal handgun users and accordingly Plaintiffs are entitled to an award of punitive damages.

WHEREFORE, Plaintiffs Anthony Oliver, Sr., as Administrator of the Estate of Anthony Daniel Oliver, Jr., deceased, and Sheree Goode and Anthony Oliver, Sr., in their own right,

request the following relief: (a) compensatory damages in excess of fifty thousand dollars (\$50,000.00), plus interests and costs; (b) punitive damages based on defendants' outrageous, intentional, and reckless conduct; (c) reasonable counsel fees and costs; and (d) such other and further relief as the Court may deem appropriate.

Respectfully submitted,

ANAPOL, SCHWARTZ, WEISS, COHAN
FELDMAN & SMALLEY, P.C.

BY: 

MARK J. LEWINTER, ESQ.

JAMES A. KEATING, ESQ.

I.D. Nos. 36336 & 89770

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Philadelphia, PA 19103

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ATTORNEYS FOR PLAINTIFFS

Pending Admission Pro Hac Vice:

Dennis A. Henigan, Esq.

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Elizabeth S. Haile, Esq.

BRADY CENTER TO PREVENT
GUN VIOLENCE LEGAL ACTION
PROJECT

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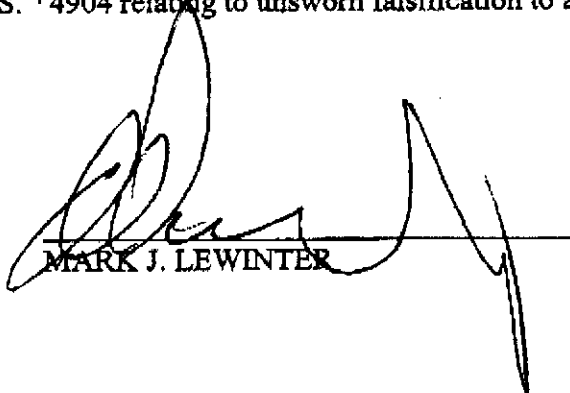
Washington, DC 20005

Telephone: 202-289-7319

Facsimile: 202-898-0059

VERIFICATION

I, MARK J. LEWINTER, hereby state that I am the attorney for the plaintiff in this action and verify that the statements made in the attached Complaint are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. '4904 relating to unsworn falsification to authorities.



MARK J. LEWINTER

Dated: 7/19/05