

Court of Common Pleas of Philadelphia County  
Trial Division

**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)  
**JULY 2014**  
E-Filing Number: 1407060189 **003744**

PLAINTIFF'S NAME JUAN REYES	DEFENDANT'S NAME CINCINNATI INCORPORATED
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PLAINTIFF'S ADDRESS 1201 PLEASANT STREET WILMINGTON DE 19805	DEFENDANT'S ADDRESS 7420 KILBY ROAD HARRISON OH 45030
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PLAINTIFF'S NAME	DEFENDANT'S NAME WEAVER SHEET METAL, LLC
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PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS 200 SOUTH MARKET STREET EPHRATA PA 17522
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PLAINTIFF'S NAME	DEFENDANT'S NAME
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PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
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TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 2	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
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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: _____
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CASE TYPE AND CODE  
2P - PRODUCT LIABILITY

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	<b>FILED PRO PROTHY JUL 30 2014 J. OSTROWSKI</b>	IS CASE SUBJECT TO COORDINATION ORDER? YES    NO
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**TO THE PROTHONOTARY:**  
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: JUAN REYES  
Papers may be served at the address set forth below.

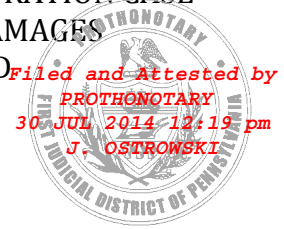
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY RAMON A. ARREOLA	ADDRESS 1800 JOHN F. KENNEDY BOULEVARD SUITE 1010 PHILADELPHIA PA 19103
PHONE NUMBER (215) 988-9400	FAX NUMBER (215) 988-0042

SUPREME COURT IDENTIFICATION NO. 205499	E-MAIL ADDRESS rarreola@golkowhessel.com
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SIGNATURE OF FILING ATTORNEY OR PARTY RAMON ARREOLA	DATE SUBMITTED Wednesday, July 30, 2014, 12:19 pm
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**GOLKOW HESSEL, LLC**  
DANIEL L. HESSEL, ESQUIRE  
Attorney ID 78457  
RAMON A. ARREOLA  
Attorney ID 205499  
1800 JFK Boulevard, Suite 1010  
Philadelphia, PA 19103  
(215) 988-0044  
(215) 988-0042 (fax)

THIS IS NOT AN ARBITRATION CASE  
AN ASSESMENT OF DAMAGES  
HEARING IS REQUIRED



Attorneys for Plaintiff

**Juan Reyes,**  
1201 Pleasant Street  
Wilmington, DE 19805

Plaintiff,

-v-

**Cincinnati Incorporated,**  
7420 Kilby Road  
Harrison, OH 45030

and,

**Weaver Sheet Metal, LLC,**  
200 South Market Street  
Ephrata, PA 17522

Defendants.

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY, PA.  
CIVIL ACTION  
JULY TERM, 2014  
JURY TRIAL DEMANDED

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must taken 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 defense 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

AVISO

Le han demandado a usted en la corte. Si usted quiere defendersc de estas demandas expuestas en las paginas signuientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta assentar 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 courte tomara medidas y puede continuar la demanda en contra suya sin

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.

PHILADELPHIA BAR ASSOCIATION  
LAWYER REFERRAL AND INFORMATION  
SERVICE

1101 Market Street, #11  
Philadelphia, Pennsylvania 19107  
Telephone: 215-238-6333

previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted compla 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 IMMEDIATAMENTE, 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.

ASOCIACION DE LICENCIADOS DE  
FILADELFIA  
SERVICIO DE REFERENCIA E INFORMACION  
LEGAL

1101 Market Street, #11  
Filadelfia, Pennsylvania 19107  
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Plaintiff,

-v-

**Cincinnati Incorporated,**  
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and,

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COURT OF COMMON PLEAS  
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**COMPLAINT - PRODUCT LIABILITY**

Plaintiff, Juan Reyes , by and through his counsel, hereby alleges:

1. Plaintiff, Juan Reyes, ("Plaintiff") is an adult individual who resides at the above-captioned address.
2. Defendant Cincinnati Incorporated (hereinafter "Cincinnati") is a Delaware Corporation with its corporate headquarters/principal place of business located at the above-captioned address. Defendant Cincinnati regularly and systematically conducts

business in Philadelphia County through its business activities, including the sale, distribution, and marketing of industrial equipment, including hydraulic plate shears.

3. Defendant Weaver Sheet Metal, LLC (hereinafter “Weaver”) is a Pennsylvania Corporation with its corporate headquarters/principal place of business located at 200 South Market Street, Ephrata, PA 17522. Defendant Weaver regularly and systematically conducts business in Philadelphia County through its business activities, including the sale, distribution, and marketing of industrial equipment, including hydraulic plate shears.

4. At all times relevant hereto, Defendants Cincinnati and Weaver, individually and/or collectively, and through its officers, directors, employees, successors, predecessors, servants, franchisees, franchisors, trade names, distributors, sales forces, and/or agents of any and all other types, were in the business of designing, manufacturing, testing, distributing, supplying, repairing, and/or inspecting industrial equipment, and at all times material hereto said Defendants regularly conducted or conduct business in Philadelphia.

5. Upon information and belief, Plaintiff’s employer, Aggregates Equipment purchased a Cincinnati 6SE12 Hydraulic Plate Shear (hereinafter “plate shear” and/or “Product”) from Weaver for its material processing facility.

6. The plate shear was designed and manufactured by Cincinnati.

7. On October 11, 2012, Plaintiff Juan Reyes was using the Product to cut sheet metal as part of his normal job duties.

8. On the aforesaid date, while using the machine, Plaintiff’s hand was injured and he suffered amputation injuries to the long finger on his right hand, among other injuries, due to the defects of the Product which are detailed below.

9. The aforementioned accident was factually and directly caused by defects in the Product and/or the tortious acts and/or omissions of Defendants Cincinnati and Weaver.

10. As a direct, factual and substantial result of the tortious conduct of Defendants as herein described, Mr. Reyes suffered injuries including, but not limited to: amputation of his right long finger, de-gloving injury, right hand and finger injuries, and posttraumatic tremors, all of which are serious and permanent in nature and constitute a serious impairment of a bodily function, required medical attention, caused him to suffer great pain and suffering, loss of life's enjoyment, diminishment of earning capacity, loss of wages, medical expenses, scarring and/or disfigurement, embarrassment and humiliation, and other emotional, financial and physical injuries.

11. As a direct, factual and substantial result of the tortious conduct of Defendants as herein described, Mr. Reyes required medical treatment and care and may require care in the future, including surgery, which would not have been necessary but for Defendants' negligence.

12. As a direct, factual and substantial result of the tortious conduct of Defendants as herein described, Mr. Reyes has suffered and will suffer in the future pain and suffering, scarring, disfigurement, humiliation, embarrassment, inconvenience, aches and pains, restrictions of movement, and the loss of ability to engage in and enjoy normal pursuits and activities of daily living.

13. As a direct, factual and substantial result of the tortious conduct of Defendants as herein described, Mr. Reyes has developed or may develop in the future

painful conditions and/or arthritic conditions and/or other future medical complications due to his injuries.

14. As a direct, factual and substantial result of the tortious conduct of Defendants as herein described, Mr. Reyes has incurred and may incur in the future medical expenses due to his injuries.

15. As a direct, factual and substantial result of the tortious conduct of Defendants as herein described, Mr. Reyes has suffered lost earnings, and may in the future suffer a loss of earnings and/or earnings capacity.

**COUNT I - NEGLIGENCE**  
**PLAINTIFF, JUAN REYES V. CINCINATTI INCORPORATED**  
**AND WEAVER SHEET METAL, LLC**

16. Plaintiff incorporates herein by reference each and every allegation set forth above.

17. At all times material hereto, Defendants Cincinnati and Weaver owed Plaintiff Juan Reyes a duty to act in a reasonable manner and to refrain from placing the safety and health of Plaintiff in jeopardy.

18. Defendants breached the duties they owed to the Plaintiff for the reasons set forth below and herein.

19. The aforesaid accident was caused by the negligence of Cincinnati and Weaver, acting by and through their respective officers directors, agents, servants, franchisees, franchisors, sales force, and/or employees, in each of the following ways:

- a. designing, manufacturing, distributing, supplying and/or selling a defective and unreasonably dangerous Product;
- b. designing, manufacturing, distributing, supplying and/or selling a defective and unreasonably dangerous Product

which lacked the necessary elements to make it safe for use and/or which contained elements that made it unsafe;

- c. failing to incorporate an alternative and safer design and/or other guards or devices to minimize the risk of failure and/or injury during operation of the Product;
- d. failing to properly inspect or test the Product in order to identify and correct any defective or unreasonably dangerous conditions discovered;
- e. failing to warn users, employers, and others about the defective product;
- f. negligently and carelessly designing, manufacturing, distributing, supplying and/or selling the Product without adequate instructions, warnings, safeguards and/or protective devices;
- g. designing, manufacturing, and/or selling a Product that malfunctioned during normal and foreseeable use;
- h. defectively designing the product, insofar as failing to equip the product with adequate sensors, interlocks or other safety measures which would prevent amputation injuries during normal and foreseeable use of the product;
- i. failing to equip the product with interlocks;
- j. manufacturing, distributing, selling and/or otherwise placing into the stream of commerce a Product which contained a defective foot pedal design, a defective shear design, and/or a defective guard design;
- k. failing to provide warnings to users about the dangers arising from the use of the Product, including the foot pedal during normal and foreseeable use; and
- l. negligently and carelessly failing to design, manufacture, distribute, supply and/or sell the Product in accordance with applicable government and industry statutes, regulations, standards and guidelines.



20. The negligence and carelessness of Defendants Cincinnati and Weaver was the factual, legal, substantial cause of Plaintiff's injuries, damages and losses as set forth more fully herein and incorporated herein by reference.

**WHEREFORE**, Plaintiff, Juan Reyes demands judgment in his favor and against Defendants in an amount in excess of \$50,000, together with interest, delay damages, costs and any and all other relief as this Honorable Court deems just and appropriate.

**COUNT II- STRICT LIABILITY**  
**PLAINTIFF, JUAN REYES V. CINCINNATI INCORPORATED**  
**AND WEAVER SHEET METAL, LLC**

21. Plaintiff incorporates herein by reference each and every allegation set forth above.

22. Defendants Cincinnati and Weaver designed, manufactured, distributed, supplied and/or sold the aforementioned Product (plate shear) in a defective and unreasonably dangerous condition.

23. The subject Product (plate shear) was unsafe, unreasonably dangerous, and defective for reasons that include, but are not limited to:

- a. being defective and unreasonably dangerous;
- b. lacking the necessary elements to make it safe for use and/or containing elements that made it unsafe;
- c. designing, manufacturing, distributing, supplying and/or selling a defective and unreasonably dangerous Product;
- d. failing to incorporate an alternative and safer design and/or other guards or devices to minimize the risk of failure and/or injury during operation of the Product;
- e. failing to properly inspect or test the Product in order to identify and correct any defective or unreasonably dangerous conditions discovered;

- f. failing to warn users, employers, and others about the defective product;
- g. negligently and carelessly designing, manufacturing, distributing, supplying and/or selling the Product without adequate instructions, warnings, safeguards and/or protective devices;
- h. designing, manufacturing, and/or selling a Product that malfunctioned during normal and foreseeable use;
- i. defectively designing the product, insofar as failing to equip the product with adequate sensors, interlocks or other safety measures which would prevent amputation injuries during normal and foreseeable use of the product;
- j. failing to equip the product with interlocks;
- k. designing, manufacturing, selling, distributing and/or supplying a Product which contained a defectively designed foot pedal;
- l. designing, manufacturing, selling, distributing and/or supplying a Product which contained a defective shear design;
- m. designing, manufacturing, selling, distributing and/or supplying a Product which contained a defectively designed guard;
- n. failing to provide warnings to users about the dangers arising from the use of the Product during normal and foreseeable use;
- o. failing to contain adequate warnings, instructions, safeguards, labels, decals, etc. to users, employers, and others about its risks during normal operation and the nature of the defect and/or hazard in the Product; and
- p. failing to comply with applicable government and industry statutes, regulations, standards and guidelines.

24. The aforementioned Product (plate shear) was unreasonably dangerous and lacked the necessary elements to make the use of the Product safe and/or contained unnecessary elements that made it unsafe.

25. The aforementioned Product (plate shear) lacked adequate instructions, warnings, safeguards and/or protective devices.

26. The aforementioned Product (plate shear) was defective, the defect(s) caused Plaintiff's injury, and the defect(s) existed at the time the product left the Defendants' control.

27. The Product (plate shear) malfunctioned as defined by Pennsylvania law, that is, there is circumstantial evidence that the Product had a defect, even if the defect cannot be identified, the circumstantial evidence eliminates abnormal use and/or reasonable, secondary causes, and such defects existed at the time the Product left the Defendants' control, and therefore an inference exists that the Product failed due to a defect.

28. The Product (plate shear) failed to perform as a reasonable customer might expect.

29. The aforementioned defect(s) was/were the factual, legal, and substantial cause of the injuries and damages sustained by Plaintiff Juan Reyes as set forth more fully above and incorporated herein by reference.

30. Accordingly, Defendants Cincinnati and Weaver are strictly liable for the injuries and damages sustained by Plaintiff Juan Reyes pursuant to the Restatement (Second) of Torts §402A and/or Pennsylvania common law.

**WHEREFORE**, Plaintiff, Juan Reyes demands judgment in his favor and against Defendants in an amount in excess of \$50,000, together with interest, delay damages, costs and any and all other relief as this Honorable Court deems just and appropriate.

**COUNT III – BREACH OF IMPLIED WARRANTIES  
OF MERCHANTABILITY & FITNESS FOR PARTICULAR PURPOSE  
PLAINTIFF, JUAN REYES V. CINCINNATI INCORPORATED  
AND WEAVER SHEET METAL, LLC**

31. Plaintiff incorporates herein by reference each and every allegation set forth above.

32. Defendants Cincinnati and Weaver expressly and/or impliedly warranted that the aforementioned Product (plate shear) was of merchantable quality, fit, safe and in the proper condition for the ordinary use for which it was designed and used.

33. The subject Product (plate shear) was unfit, unsafe, not merchantable, and not fit for its particular purpose, for reasons that include but are not limited to:

- a. being defective and unreasonably dangerous;
- b. lacking the necessary elements to make it safe for use and/or containing elements that made it unsafe;
- c. designing, manufacturing, distributing, supplying and/or selling a defective and unreasonably dangerous Product;
- d. failing to incorporate an alternative and safer design and/or other guards or devices to minimize the risk of failure and/or injury during operation of the Product;
- e. failing to properly inspect or test the Product in order to identify and correct any defective or unreasonably dangerous conditions discovered;
- f. failing to warn users, employers, and others about the defective product;
- g. negligently and carelessly designing, manufacturing, distributing, supplying and/or selling the Product without

adequate instructions, warnings, safeguards and/or protective devices;

- h. designing, manufacturing, and/or selling a Product that malfunctioned during normal and foreseeable use;
- i. defectively designing the product, insofar as failing to equip the product with adequate sensors, interlocks or other safety measures which would prevent amputation injuries during normal and foreseeable use of the product;
- j. failing to equip the product with interlocks;
- k. designing, manufacturing, selling, distributing and/or supplying a Product which contained a defectively designed foot pedal;
- l. designing, manufacturing, selling, distributing and/or supplying a Product which contained a defective shear design;
- m. designing, manufacturing, selling, distributing and/or supplying a Product which contained a defectively designed guard;
- n. failing to provide warnings to users about the dangers arising from the use of the Product during normal and foreseeable use;
- o. failing to contain adequate warnings, instructions, safeguards, labels, decals, etc. to users, employers, and others about its risks during normal operation and the nature of the defect and/or hazard in the Product; and
- p. failing to comply with applicable government and industry statutes, regulations, standards and guidelines.

34. In using the aforementioned Product (plate shear), Plaintiff Juan Reyes relied upon the skill, judgment and implied warranty of merchantability of Defendants, as well as other warranties made by Defendants Cincinnati and Weaver.

35. The aforementioned Product (plate shear), however, was not of merchantable quality, and was unfit, unsafe and unusable for the ordinary purposes for which it was intended.

36. As a result of the breach of express and/or implied warranties of Defendants, Cincinnati and Weaver, Plaintiff, Juan Reyes suffered injuries and damages as set forth more fully above and incorporated herein by reference.

**WHEREFORE**, Plaintiff, Juan Reyes demands judgment in his favor and against Defendants in an amount in excess of \$50,000, together with interest, delay damages, costs and any and all other relief as this Honorable Court deems just and appropriate.

Respectfully submitted,

GOLKOW HESSEL, LLC

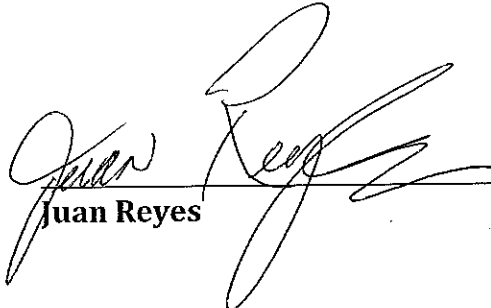
s/Ramon A. Arreola  
DANIEL L. HESSEL, ESQUIRE  
RAMON A. ARREOLA, ESQUIRE  
Attorneys for Plaintiff

Date: July 30, 2014

**VERIFICATION**

I, Juan Reyes, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. The language used is that of my counsel, based upon information supplied to him. I have relied upon the expertise of my counsel and experts in providing answers to certain questions. I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Dated: 7-23-2014

  
\_\_\_\_\_  
Juan Reyes