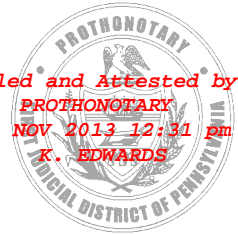


FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
COURT OF COMMON PLEAS OF PHILADELPHIA



VENKATA VENNA, Administrator of the Estate :  
of SAANVI VENNA, and VENKATA VENNA, :  
in his own right :  
AND : NO. TERM, 2013  
VENKATA VENNA, Administrator of the Estate :  
of SATYAVATHI VENNA, and VENKATA VENNA, :  
in his own right :  
VS. :  
METROPOLITAN PROPERTIES OF AMERICA, INC., ET AL. :

**NOTICE TO DEFEND**

**NOTICE**

**AVISO**

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.

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. 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 tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, 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.

*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.*

*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.*

Philadelphia Bar Association  
Lawyer Referral  
and Information Service  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197

Asociacion De Licenciados  
De Filadelfia  
Servicio De Referencia E  
Informacion Legal  
One Reading Center  
Filadelfia, Pennsylvania 19107  
(215) 238-6333  
TTY (215) 451-6197

John I. McMahon, Jr., Esquire  
McMAHON, McMAHON & LENTZ  
21 West Airy Street  
Norristown, PA 19401  
Identification No. 53777  
(610) 272-9502

Attorney for Plaintiffs

THIS IS NOT AN ARBITRATION CASE

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PA  
CIVIL ACTION - LAW**

VENKATA VENNA, Administrator of the Estate :  
of SAANVI VENNA, and VENKATA VENNA, :  
in his own right : TERM, 2013  
131 Church Road, Apt. 11-K :  
North Wales, PA 19454 :

AND : NO.

VENKATA VENNA, Administrator of the Estate :  
of SATYAVATHI VENNA, and VENKATA VENNA, :  
in his own right :  
131 Church Road, Apt. 11-K :  
North Wales, PA 19454 :

VS. :

METROPOLITAN PROPERTIES OF AMERICA, INC. :  
101 Federal Street, 22<sup>nd</sup> floor :  
Boston, MA 02110 :

AND :

JEG ASSOCIATES LIMITED PARTERSHIP :  
101 Federal Street, 22<sup>nd</sup> floor :  
Boston, MA 02110 :

AND :

MARQUIS ASSOCIATES LIMITED PARTNERSHIP :  
150 Federal Street :  
Boston, MA 02110 :

AND :

U.S. SECURITY ASSOCIATES, INC. :  
200 Mansell Court, 5<sup>th</sup> floor :  
Roswell, GA 30076 :

AND :

RAGHUNANDAN YANDAMURI :  
c/o Montgomery County Correctional Facility :  
60 Eagleville Road :  
Eagleville, PA 19403 :

### **CIVIL COMPLAINT**

1. Plaintiff is Venkata Venna who is the Administrator of the Estate of Saanvi Venna and surviving parent and natural guardian of Saanvi Venna.

2. Plaintiff is Venkata Venna who is the Administrator of the Estate of Satyavathi Venna and her surviving son.

3. Defendant, Metropolitan Properties of America, Inc. is a business corporation with its main corporate office located at 101 Federal Street, 22<sup>nd</sup> floor, Boston, Massachusetts, which regularly conducts business in the nature of property management and real estate services within the City and County of Philadelphia, Pennsylvania, which at all times relevant was the co-owner and/or managing property agent for a multi-unit apartment complex known as The Marquis located at 251 West DeKalb Pike, King of Prussia, Pennsylvania.

4. Defendant, JEG Associates Limited Partnership, is a business entity located at 101 Federal Street, 22<sup>nd</sup> floor, Boston, Massachusetts which at all times relevant owned, managed, controlled and/or operated "The Marquis" directly and/or indirectly, through its agents, "ostensible agents", servants or employees, including Metropolitan Properties of America, Inc.

5. Defendant, Marquis Associates Limited Partnership is a business entity located at

150 Federal Street, Boston, Massachusetts which at all times relevant owned, managed, controlled and/or operated “The Marquis” directly and/or indirectly, through its agents, “ostensible agents”, servants or employees, including Metropolitan Properties of America, Inc.

6. Defendant, U.S. Security Associates, Inc., is a business corporation with its main corporate office at 200 Mansell Court, 5<sup>th</sup> floor, Roswell, Georgia, which regularly conducts business in the nature of providing building security services, valet services, and hospitality services, to various hospitals and commercial entities within the City and County of Philadelphia, Pennsylvania, which at all times relevant hereto managed, maintained and administered defendants’ security program at The Marquis located at 251 West DeKalb Pike, King of Prussia, Pennsylvania.

7. Defendant, Raghunandan Yandamuri, is an adult individual currently housed at the Montgomery County Correctional Facility, 60 Eagleville Road, Eagleville, Pennsylvania, and previously, at all times relevant hereto, resided at 251 West DeKalb Pike, Apartment B-610, King of Prussia, Pennsylvania.

8. At all times material hereto and at the time of the incident complained of, defendants, Metropolitan Properties of America, Inc., JEG Associates Limited Partnership and Marquis Associates Limited Partnership:

(a) managed, operated, maintained and controlled the referenced premises of the apartment complex and the surrounding area and premises of decedents’ residence;

(b) exercised control over all its agents, employees, officers, staff, administrators, representatives, servants and security personnel and defendants’ premises security program;

(c) exercised control over the procedures that its agents, employees, staff,

administrators, representatives, servants and security personnel had the duty of performing;

(d) exercised decision-making authority over all issues of tenant safety and the overall premises security, including defendants' premises security program;

(e) determined the qualifications or lack of qualifications of the agents, employees, staff, administrators, representatives, servants, and security personnel, including but not limited to, those security procedures, safeguards and duties that they devised and implemented as part of defendants' premises security program.

9. At all times hereafter mentioned and at the time of the incident complained of, defendants Metropolitan Properties of America, Inc., JEG Associates Limited Partnership, Marquis Associates Limited Partnership and U.S. Security Associates, Inc., by and through their agents, "ostensible agents", employees, officers, staff, administrators, representatives, and servants, were acting jointly with each other in the overall operation and management of the apartment complex and its security, and promised to exercise reasonable and due care in the administration and management of its security program, to the Marquis apartments lessees and residents, including decedents and plaintiffs.

10. On October 22, 2012 at approximately 11:00 a.m., Satyavathi Venna and Saanvi Venna were both murdered inside "C" building of the Marquis apartment complex, located on the aforesaid property of the aforesaid defendants and leased by tenant, Venkata Venna with the aforesaid defendant lessors.

11. Defendant, Raghunandan Yandamuri, who was a resident of "B" building of the Marquis apartment complex, had gained entry to an unlocked and open side fire door into apartment building "C", and then gained further entry into apartment C-603, where he violently stabbed decedent Satyavathi Venna to death, who was attempting to protect baby Saanvi Venna

from being abducted and kidnapped for ransom by defendant, Raghunandan Yandamuri.

Defendant, Raghunandan Yandamuri then fled apartment C-603 undetected, with baby Saanvi Venna and subsequently caused her death by asphyxiation by stuffing a handkerchief in her mouth and wrapped a towel around her head while undetected inside defendants' apartment building complex.

12. The negligent, careless and reckless conduct of defendants Metropolitan Properties of America, Inc., JEG Associates Limited Partnership and Marquis Associates Limited Partnership, as hereinafter set forth, was a substantial factor in causing the legal damages and harm sustained by the decedents and plaintiffs herein.

13. At all times hereinafter referenced and at the time of the incident complained of, the defendants expressly and impliedly advertised and held the apartment complex and its premises out as high end "luxury apartments", and a safe and secure residential and business location with an effective and competent premises security program in place by defendants.

14. At all times material hereto, the apartment complex and its premises were under the sole and exclusive control, management and maintenance of the defendants, their agents, servants, workers and/or employees who at all times relevant were acting within the course and scope of their employment and authority.

15. At all times material hereto, the defendants had a legal duty to decedents to maintain the security of the premises and surrounding areas of the apartment complex with reasonable care, including decedents' leased residence, and to administer its security program with reasonable care, and to take reasonable security steps to deter against and/or prevent foreseeable criminal acts within or about the apartment complex and its premises.

16. The defendants, through their agents, employees, officers, staff, administrators,

representatives, servants and security personnel, breached their legal duty owed to decedents by and through one or more of the following negligent, careless and reckless acts or omissions:

- (a) Failing to provide and maintain a safe and secure premises;
- (b) Failing to provide and maintain secure ingress and egress to the premises;
- (c) Failing to provide reasonable and necessary safeguards to deter and/or prevent criminal acts or actors within and about the premises;
- (d) Failing to warn of the foreseeable and unreasonable risk of harm created by unsafe condition(s) and substandard security in and around the area of the apartment complex and more particularly, decedents' leased residence and adjacent area;
- (e) Failing to properly and regularly provide safety and security inspections at the apartment complex, its fire doors and surrounding area;
- (f) Failing to protect and warn tenants such as decedents from potential dangerous conditions and risks of harm such as that involved with the above referenced incident;
- (g) Failing to provide and maintain adequate surveillance security in and around the apartment complex and decedents' leased residence and adjacent area to deter and/or prevent criminal actors and criminal acts about and within the premises;
- (h) Failing to provide and maintain sufficient and properly trained, competent security manpower to deter and prevent criminal acts or actors about and within the premises;
- (i) Failing to oversee and/or supervise existing security measures to ensure that such measures were being properly performed to deter and/or prevent criminal acts or actors about and within the premises;
- (j) Failing to improve existing security measures that they knew or in the exercise of reasonable care should have known were inadequate and/or ineffective and/or

inefficiently performed or executed under the circumstances;

(k) Failing to establish adequate security standards for the safe operation and management of the apartment complex based on a proper risk foreseeability analysis;

(l) Failing to provide sufficient and adequately trained security personnel to provide protection to decedents and other tenants of the apartment complex and deter criminal actors;

(m) Failing to provide reasonable and adequate instruction and/or supervision to employees, agents, representatives, servants, and/or security personnel in connection with the safe operation and management of the apartment complex based on a proper risk foreseeability analysis;

(n) Failing to adopt such other security measure(s) that were necessary and reasonable to deter and/or dissuade criminal acts or actors and safeguard the lives of tenants such as the decedents herein;

(o) Failing to become apprised of prior criminal act(s) that occurred on or within the apartment complex and to take reasonable preventive action in connection therewith;

(p) Intentionally and/or wantonly exposing decedents to a foreseeable and unreasonable risk of harm or bodily assault and/or death;

(q) Creating by its acts and omissions a foreseeable and unreasonable risk of criminal assault, physical injury and/or death to decedents;

(r) Failing to obtain personal information of tenants and visitors, including defendant, Raghunandan Yandamuri;

(s) Recklessly understaffing security personnel to save money in fact of known, obvious and present risks of death or serious bodily injury to tenants created thereby;

(t) Recklessly failing to promptly repair broken or inoperable security cameras



designed to deter intruders, in order to save money in face of known, obvious and present risks of death or serious bodily injury to tenants created thereby;

(u) Recklessly failing to change and/or monitor access codes on lock systems and locks, designed to deter intruders, as reasonably necessary in order to save money in face of known, obvious and present risks of death or serious bodily injury to tenants created thereby;

(v) Recklessly failing to properly maintain closed and locked fire doors to the premises.

17. The defendants, Metropolitan Properties of America, Inc., JEG Associates Limited Partnership and Marquis Associates Limited Partnership, through their agents, employees, officers, staff, administrators, representatives, servants, security personnel, breached their express and implied duties of their lease with plaintiffs and decedents by:

(a) Failing to provide and maintain a safe and secure premises;

(b) Failing to provide and maintain secure ingress and egress to the premises;

(c) Failing to provide reasonable and necessary safeguards to deter and/or prevent criminal acts or actors within and about the premises;

(d) Failing to warn of the foreseeable and unreasonable risk of harm created by unsafe condition(s) and substandard security in and around the area of the apartment complex and more particularly, decedents' leased residence and adjacent area;

(e) Failing to properly and regularly provide safety and security inspections at the apartment complex, its fire doors and surrounding area;

(f) Failing to protect and warn tenants such as decedents from potential dangerous conditions and risks of harm such as that involved with the above referenced incident;

(g) Failing to provide and maintain adequate surveillance security in and around

the apartment complex and decedents' leased residence and adjacent area to deter and/or prevent criminal actors and criminal acts about and within the premises;

(h) Failing to provide and maintain sufficient and properly trained, competent security manpower to deter and prevent criminal acts or actors about and within the premises;

(i) Failing to oversee and/or supervise existing security measures to ensure that such measures were being properly performed to deter and/or prevent criminal acts or actors about and within the premises;

(j) Failing to improve existing security measures that they knew or in the exercise of reasonable care should have known were inadequate and/or ineffective and/or inefficiently performed or executed under the circumstances;

(k) Failing to establish adequate security standards for the safe operation and management of the apartment complex based on a proper risk foreseeability analysis;

(l) Failing to provide sufficient and adequately trained security personnel to provide protection to decedents and other tenants of the apartment complex and deter criminal actors;

(m) Failing to provide reasonable and adequate instruction and/or supervision to employees, agents, representatives, servants, and/or security personnel in connection with the safe operation and management of the apartment complex based on a proper risk foreseeability analysis;

(n) Failing to adopt such other security measure(s) that were necessary and reasonable to deter and/or dissuade criminal acts or actors and safeguard the lives of tenants such as the decedents herein;

(o) Failing to become apprised of prior criminal act(s) that occurred on or within the apartment complex and to take reasonable preventive action in connection therewith;

- (p) Intentionally and/or wantonly exposing decedents to a foreseeable and unreasonable risk of harm or bodily assault and/or death;
- (q) Creating by its acts and omissions a foreseeable and unreasonable risk of criminal assault, physical injury and/or death to decedents;
- (r) Failing to obtain personal information of tenants and visitors, including defendant, Raghunandan Yandamuri;
- (s) Recklessly understaffing security personnel to save money in fact of known, obvious and present risks of death or serious bodily injury to tenants created thereby;
- (t) Recklessly failing to promptly repair broken or inoperable security cameras designed to deter intruders, in order to save money in face of known, obvious and present risks of death or serious bodily injury to tenants created thereby;
- (u) Recklessly failing to change and/or monitor access codes on lock systems and locks, designed to deter intruders, as reasonably necessary in order to save money in face of known, obvious and present risks of death or serious bodily injury to tenants created thereby;
- (v) Recklessly failing to properly maintain closed and locked fire doors to the premises.

### COUNT I

#### PLAINTIFFS V. METROPOLITAN PROPERTIES OF AMERICA, INC., JEG ASSOCIATES LIMITED PARTERSHIP AND MARQUIS ASSOCIATES LIMITED PARTNERSHIP

#### WRONGFUL DEATH

18. Plaintiffs hereby incorporate the allegations and facts set forth in paragraphs one (1) through seventeen (17) as if set forth herein at length.

19. Defendants' conduct as stated above was a substantial factor in causing the

following harm to plaintiffs:

- (a) funeral and burial expenses;
- (b) lost earnings and earning capacity (Saanvi Venna);
- (c) costs for the administration of Satyavathi Venna and Saanvi Venna's estates;
- (d) the decedents, Satyavathi Venna and Saanvi Venna did not file an action

against the defendants during their life times.

20. Venkata Venna has suffered a loss of society, companionship, affection and contributions.

21. The heirs, beneficiaries and children of Saanvi Venna are as follows:

- (a) Venkata Venna  
131 Church Road, Apt. 11-LK  
North Wales, PA 19454
- (b) Chenchu Latha Punuru  
131 Church Road, Apt. 11-K  
North Wales, PA 19454

22. The heirs, beneficiaries and children of Satyavathi Venna are as follows:

- (a) Venkata Venna  
131 Church Road, Apt. 11-K  
North Wales, PA 19454
- (b) Konda Reddy Venna  
County of India
- (c) Rama Krishna Prasad Venna  
State of California
- (d) Sujatha Venna  
County of India

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment against the defendants jointly and severally for compensatory damages in an amount in excess of Fifty Thousand (\$50,000.00) Dollars.

**COUNT II**

**PLAINTIFFS V. METROPOLITAN PROPERTIES OF AMERICA, INC.,  
JEG ASSOCIATES LIMITED PARTERNSHIP AND  
MARQUIS ASSOCIATES LIMITED PARTNERSHIP**

**SURVIVAL**

23. Plaintiffs hereby incorporate the allegations and facts set forth in paragraphs one (1) through twenty two (22) as if set forth herein at length.

24. Defendants' conduct as stated above was a substantial factor in causing the following harm to the decedents, Satyavathi Venna and Saanvi Venna:

- (a) severe physical pain and suffering;
- (b) severe emotional distress and terror;
- (c) multiple stab wounds to the neck and upper chest (Satyavathi Venna);
- (d) asphyxia due to foreign object/compression (Saanvi Venna);
- (d) future lost wages and loss of earning capacity (Saanvi Venna).

25. The defendants' conduct as previously set forth was reckless and outrageous and warrants an award of punitive damages.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment against the defendants jointly and severally for compensatory damages and punitive damages, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars.

**COUNT III**

**PLAINTIFFS V. U.S. SECURITY ASSOCIATES, INC.**

**WRONGFUL DEATH**

26. Plaintiffs hereby incorporate the allegations and facts set forth in paragraphs one (1) through eleven (11) as if set forth herein at length.

27. The negligent, careless and reckless conduct of defendant, U.S. Security Associates, Inc. , as hereinafter set forth, was a substantial factor in causing the legal damages and harm sustained by the decedents and plaintiffs herein.

28. The defendant, through their agents, employees, officers, staff, administrators, representatives, servants and security personnel, breached their legal duty owed to decedents by and through one or more of the following negligent, careless and reckless acts or omissions:

- (a) Failing to provide and maintain a safe and secure premises;
- (b) Failing to provide and maintain secure ingress and egress to the premises;
- (c) Failing to provide reasonable and necessary safeguards to deter and/or prevent criminal acts or actors within and about the premises;
- (d) Failing to warn of the foreseeable and unreasonable risk of harm created by unsafe condition(s) and substandard security in and around the area of the apartment complex and more particularly, decedents' leased residence and adjacent area;
- (e) Failing to properly and regularly provide safety and security inspections at the apartment complex, its fire doors and surrounding area;
- (f) Failing to protect and warn tenants such as decedents from potential dangerous conditions and risks of harm such as that involved with the above referenced incident;
- (g) Failing to provide and maintain adequate surveillance security in and around

the apartment complex and decedents' leased residence and adjacent area to deter and/or prevent criminal actors and criminal acts about and within the premises;

(h) Failing to provide and maintain sufficient and properly trained, competent security manpower to deter and prevent criminal acts or actors about and within the premises;

(i) Failing to oversee and/or supervise existing security measures to ensure that such measures were being properly performed to deter and/or prevent criminal acts or actors about and within the premises;

(j) Failing to improve existing security measures that they knew or in the exercise of reasonable care should have known were inadequate and/or ineffective and/or inefficiently performed or executed under the circumstances;

(k) Failing to establish adequate security standards for the safe operation and management of the apartment complex based on a proper risk foreseeability analysis;

(l) Failing to provide sufficient and adequately trained security personnel to provide protection to decedents and other tenants of the apartment complex and deter criminal actors;

(m) Failing to provide reasonable and adequate instruction and/or supervision to employees, agents, representatives, servants, and/or security personnel in connection with the safe operation and management of the apartment complex based on a proper risk foreseeability analysis;

(n) Failing to adopt such other security measure(s) that were necessary and reasonable to deter and/or dissuade criminal acts or actors and safeguard the lives of tenants such as the decedents herein;

(o) Failing to become apprised of prior criminal act(s) that occurred on or within the apartment complex and to take reasonable preventive action in connection therewith;

- (p) Intentionally and/or wantonly exposing decedents to a foreseeable and unreasonable risk of harm or bodily assault and/or death;
- (q) Creating by its acts and omissions a foreseeable and unreasonable risk of criminal assault, physical injury and/or death to decedents;
- (r) Failing to obtain personal information of tenants and visitors, including defendant, Raghunandan Yandamuri;
- (s) Recklessly understaffing security personnel to save money in fact of known, obvious and present risks of death or serious bodily injury to tenants created thereby;
- (t) Recklessly failing to promptly repair broken or inoperable security cameras designed to deter intruders, in order to save money in face of known, obvious and present risks of death or serious bodily injury to tenants created thereby;
- (u) Recklessly failing to change and/or monitor access codes on lock systems and locks, designed to deter intruders, as reasonably necessary in order to save money in face of known, obvious and present risks of death or serious bodily injury to tenants created thereby;
- (v) Recklessly failing to properly maintain closed and locked fire doors to the premises.

29. Defendant's conduct as stated above was a substantial factor in causing the following harm to plaintiffs:

- (a) funeral and burial expenses;
- (b) lost earnings and earning capacity (Saanvi Venna);
- (c) costs for the administration of Satyavathi Venna and Saanvi Venna's estates;
- (d) the decedents, Satyavathi Venna and Saanvi Venna did not file an action against the defendants during their life times.



30. Venkata Venna has suffered a loss of society, companionship, affection and contributions.

31. The heirs, beneficiaries and children of Saanvi Venna are as follows:

- (a) Venkata Venna  
131 Church Road, Apt. 11-LK  
North Wales, PA 19454
- (b) Chenchu Latha Punuru  
131 Church Road, Apt. 11-K  
North Wales, PA 19454

32. The heirs, beneficiaries and children of Satyavathi Venna are as follows:

- (a) Venkata Venna  
131 Church Road, Apt. 11-K  
North Wales, PA 19454
- (b) Konda Reddy Venna  
County of India
- (c) Rama Krishna Prasad Venna  
State of California
- (d) Sujatha Venna  
County of India

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment against the defendant, U.S. Security Associates, Inc. for compensatory damages in an amount in excess of Fifty Thousand (\$50,000.00) Dollars.

**COUNT IV**

**PLAINTIFFS V. U.S. SECURITY ASSOCIATES, INC.**

**SURVIVAL**

33. Plaintiffs hereby incorporate the allegations and facts set forth in paragraphs one (1) through eleven (11) and twenty eight (28) as if set forth herein at length.

34. Defendant's conduct as stated above was a substantial factor in causing the following harm to the decedents, Satyavathi Venna and Saanvi Venna:

- (a) severe physical pain and suffering;
- (b) severe emotional distress and terror;
- (c) multiple stab wounds to the neck and upper chest (Satyavathi Venna);
- (d) asphyxia due to foreign object/compression (Saanvi Venna);
- (d) future lost wages and loss of earning capacity (Saanvi Venna).

35. The defendant's conduct as previously set forth was reckless and outrageous and warrants an award of punitive damages.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment against the defendant, U.S. Security Associates, Inc. for compensatory damages and punitive damages, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars.

### **COUNT V**

### **PLAINTIFFS V. RAGHUNANDAN YANDAMURI**

### **WRONGFUL DEATH**

36. Plaintiffs hereby incorporate the allegations and facts set forth in paragraphs one (1) through eleven (11) as if set forth herein at length.

37. Defendant's conduct as stated above was a substantial factor in causing the following harm to plaintiffs:

- (a) funeral and burial expenses;
- (b) lost earnings and earning capacity (Saanvi Venna);
- (c) costs for the administration of Satyavathi Venna and Saanvi Venna's estates;
- (d) the decedents, Satyavathi Venna and Saanvi Venna did not file an action

against the defendants during their life times.

38. Venkata Venna has suffered a loss of society, companionship, affection and contributions.

39. The heirs, beneficiaries and children of Saanvi Venna are as follows:

(a) Venkata Venna  
131 Church Road, Apt. 11-LK  
North Wales, PA 19454

(b) Chenchu Latha Punuru  
131 Church Road, Apt. 11-K  
North Wales, PA 19454

40. The heirs, beneficiaries and children of Satyavathi Venna are as follows:

(a) Venkata Venna  
131 Church Road, Apt. 11-K  
North Wales, PA 19454

(b) Konda Reddy Venna  
County of India

(c) Rama Krishna Prasad Venna  
State of California

(d) Sujatha Venna  
County of India

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment against the defendant, Raghunandan Yandamuri for compensatory damages in an amount in excess of Fifty Thousand (\$50,000.00) Dollars.

**COUNT VI**

**PLAINTIFFS V. RAGHUNANDAN YANDAMURI**

**SURVIVAL**

41. Plaintiffs hereby incorporate the allegations and facts set forth in paragraphs one (1)

through eleven (11) as if set forth herein at length.

42. Defendant's assaultive, criminal conduct as stated above was a substantial factor in causing the following harm to the decedents, Satyavathi Venna and Saanvi Venna:

- (a) severe physical pain and suffering;
- (b) severe emotional distress and terror;
- (c) multiple stab wounds to the neck and upper chest (Satyavathi Venna);
- (d) asphyxia due to foreign object/compression (Saanvi Venna);
- (d) future lost wages and loss of earning capacity (Saanvi Venna).

43. The defendant's assaultive, criminal conduct as previously set forth was reckless and outrageous and warrants an award of punitive damages.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment against the defendant, Raghunandan Yandamuri for compensatory damages and punitive damages, in an amount in excess of Fifty Thousand (\$50,000.00) Dollars.

## **COUNT VII**

### **PLAINTIFFS V. ALL DEFENDANTS**

#### **PUNITIVE DAMAGES**

44. Plaintiffs hereby incorporate the allegations and facts set forth in paragraphs one (1) through forty three (43) as if set forth herein at length.

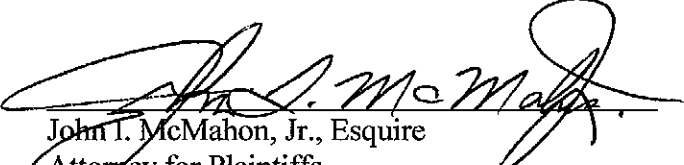
45. The willful, reckless and wanton conduct of each defendant as set forth above in circumstances where said defendants knew or should have known such conduct created a high risk that the decedents would sustain injuries, damages and losses and the decedents did so sustain such injuries, damages and losses such that damages should be awarded to the plaintiffs against the defendants to punish said defendants for their outrageous and reckless circumstances

which caused the damages that decedents suffered as set forth herein.

WHEREFORE, plaintiffs demands judgment against the defendants jointly and severally in a sum in excess of Fifty Thousand (\$50,000.00) Dollars for compensatory damages, plus costs, expenses, interest and other damages this Honorable Court deems just together with punitive damages, to punish and deter said defendants for their liability imposing conduct in this case and any and all damages recoverable pursuant to the laws of the Commonwealth of Pennsylvania.

Respectfully Submitted,

**McMahon, McMahon & Lentz**



John I. McMahon, Jr., Esquire  
Attorney for Plaintiffs

**VERIFICATION**

I, Venkata Venna, plaintiff herein, hereby state that I am authorized to take this Verification and that the facts set forth herein are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Section 4904 relating to unsworn falsification to authorities.

X prasad  
VENKATA VENNA  
Plaintiff