

and :
 :
WAUKEE INVESTMENTS I, LLC :
 4 Summer Place :
 Bettendorf, IA 52722 :
 :
and :
 :
PARKWILD PROPERTIES, L.C. :
 4 Summer Place :
 Bettendorf, IA 52722 :
 :
Defendants. :

COMES NOW, Plaintiff, Dayna Feuerbach, by and through her attorneys, and for her cause of action against the Defendants states as follows:

INTRODUCTION

1. On May 28, 2023, just before 5:00 p.m., the six-story apartment building known as The Davenport located at 324 N. Main Street in Davenport, Iowa (“The Davenport”) suffered a catastrophic failure and partial collapse, burying multiple residents under a mountain of rubble, inflicting devastating injuries on others, and destroying numerous apartment units. The remaining structure has been deemed dangerously unstable and complete demolition of the structure and all remaining units is imminent.



2. Though the collapse was sudden, the structural damage to The Davenport that caused the collapse had been worsening for years.

3. In that time, Defendants, which include the building owner/developer, as well as, contractors and engineers who performed work on The Davenport, recognized the imminent danger residents faced, yet allowed the building to deteriorate while failing to warn residents that their lives were in danger.

4. The Defendants named herein, including Andrew Wold and his companies, as well as The City of Davenport were repeatedly warned of the severe and deteriorating condition of west exterior wall that ultimately failed and initiated the catastrophic structural collapse.

5. Despite repeated and increasingly dire warnings, Andrew Wold and his companies outrageously chose to keep their vulnerable tenants in the dark. Worse, Wold ignored the warnings of danger, delayed making the necessary repairs, and attempted to cut corners in an effort to save money.

6. Andrew Wold and his companies consciously chose to prioritize corporate profits over the lives of their tenants, and this deadly calamity occurred as a result.

7. The City of Davenport, like Andrew Wold, was repeatedly made aware of the imminent nature of the collapse.

8. Defendant, Select Structural Engineering, LLC, through their licensed professional engineers were likewise aware of the imminent hazard posed to the residents of The Davenport by the unsafe building condition.

9. Despite knowledge of the inevitable nature of this collapse, neither Wold, the City of Davenport, nor the licensed engineers ordered the necessary evacuation of the building.

10. This collapse was preventable. The negligence, gross negligence, and the reckless, outrageous, willful and wanton conduct of the Defendants caused this devastating tragedy, and they must be held liable.

PARTIES

11. Plaintiff, Dayna Feuerbach, was at all times material hereto a resident of 324 N. Main Street, Apt. 514, Davenport, Iowa 52801.

12. Defendant, Andrew Wold (hereinafter Defendant “Wold”), was, upon information and belief, at all times material hereto a resident of the State of Iowa who operated his businesses out of 3320 West Harbor Drive, Bettendorf, Iowa 52722.

13. Defendant, Davenport Hotel, L.L.C. (hereinafter Defendant “Davenport Hotel”), was at all times material hereto a limited liability company or other business entity domiciled in the State of Iowa, with its principal place of business being 3320 West Harbor Drive, Bettendorf, Iowa 52722, and whose Iowa registered agent is Andrew Wold, 3320 West Harbor Drive, Bettendorf, Iowa 52722.

14. At all times material hereto, Defendant, Davenport Hotel, was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, Davenport Hotel.

15. Defendant, Andrew Wold Investments, LLC (hereinafter Defendant “AWI”) was at all times material hereto a limited liability company or other business entity domiciled in the State of Iowa, with its principle place of business being 3320 West Harbor Drive, Bettendorf, Iowa 52722, and whose Iowa registered agent is Robert H. Gallagher, 3870 Middle Road, Bettendorf, Iowa 52722.

16. At all times material hereto, Defendant, AWI, was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, AWI.

17. At times material hereto, Defendants, Wold, Davenport Hotel, and/or AWI were the owners and landlords of The Davenport.

18. For purposes of this Petition, Defendants, Andrew Wold, Davenport Hotel, L.L.C., and Andrew Wold Investments, LLC will be collectively referred to as the “Wold Defendants”.

19. Defendant, Select Structural Engineering, LLC (hereinafter Defendant “Select Structural Engineering”), was at all times material hereto a limited liability company or other business entity domiciled in the State of Iowa, with its principal place of business located at 606 14th Avenue SW, Cedar Rapids, Iowa 52404, and whose Iowa registered agent is Matthew Miller, 606 14th Avenue SW, Cedar Rapids, Iowa 52404.

20. At all times material hereto, Defendant, Select Structural Engineering, was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, Select Structural Engineering.

21. Upon information and belief, Defendant, Select Structural Engineering, was hired and retained by Defendants, Wold, Davenport Hotel, and/or AWI, for purposes of performing structural engineering analyses on The Davenport.

22. Defendant, Bi-State Masonry, Inc. (hereinafter Defendant “Bi-State Masonry”), was at all times material hereto a corporation or other business entity domiciled in the State of Iowa, with its principle place of business located at 3511 8th Street, Rock Island, Illinois 61201, and whose Iowa registered agent is Nancy A. Patterson, 3910 Lillie Avenue, Davenport, Iowa 52806.

23. At all times material hereto, Defendant, Bi-State Masonry, was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, Bi-State Masonry.

24. Upon information and belief, Defendant, Bi-State Masonry, was hired and retained by the Wold Defendants for purposes of performing structural masonry work on the west exterior wall in the months before the collapse.

25. Defendant, City of Davenport, was at all times material hereto a municipality of the State of Iowa with its principal place of business located at 226 West 4th Street, Davenport, Iowa 52801.

26. At all times material hereto, Defendant, City of Davenport, was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, City of Davenport.

27. Defendant, Waukee Investments I, LLC (hereinafter Defendant “Waukee Investments”), was at all times material hereto a limited liability company or other business entity domiciled in the State of Iowa, with its principal place of business located at 4 Summer Place, Bettendorf, Iowa 52722, and whose Iowa registered agent is Jeffrey D. Jacobs, 4300 E 53rd Street, Suite 103, Davenport, Iowa 52807.

28. At all times material hereto, Defendant, Waukee Investments, was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, Waukee Investments.

29. Upon information and belief, Defendant, Waukee Investments, was the prior owner of The Davenport and received numerous warnings from City of Davenport and others concerning

the dilapidated and dangerous condition of The Davenport's west exterior wall in 2020 and 2021 but did nothing to fix the problem.

30. Defendant, Parkwild Properties, L.C. (hereinafter Defendant "Parkwild"), was at all times material hereto a limited company or other business entity domiciled in the State of Iowa with its principal place of business located at 4 Summer Place, Bettendorf, Iowa 52722, and whose Iowa registered agent is BNPN IA Agent, LLC, 4300 E 53rd Street, Suite 103, Davenport, Iowa 52807.

31. At all times material hereto, Defendant, Parkwild, was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency, authority, and/or employment with Defendant, Parkwild.

32. Upon information and belief, Defendant Parkwild was the prior property management company for The Davenport during the time period that Defendant Waukee Investments owned The Davenport and, like Waukee Investments, received numerous warnings from City of Davenport and others concerning the dilapidated and dangerous condition of The Davenport's west exterior wall in 2020 and 2021, but did nothing to fix the problem.

33. Venue is properly laid in this judicial district pursuant to Iowa Code section 616.18 because at least one of the Defendants is a resident of Scott County, Iowa.

FACTUAL ALLEGATIONS

34. The Davenport was a six-story apartment building with commercial space on the first floor, situated at 324 N. Main Street. Built in approximately 1906, the brick and steel structure contained over fifty (50) residential apartment units.



35. On May 28, 2023, shortly before 5:00 p.m., a portion of The Davenport suffered a catastrophic failure and partial collapse, burying some residents underneath tons of twisted steel and rubble and injuring others, including Plaintiff. The terrified residents in the still-standing structure frantically escaped or were evacuated by first responders.

36. Residents lucky enough to survive, including Plaintiff, are now left homeless, their possessions will be lost or destroyed, and they will live the remainder of their lives suffering from the physical, emotional, and psychological harm that has been inflicted upon them by this preventable tragedy.

The Mechanics of the Collapse

37. In the days, weeks, months, and even years leading up to this tragic and devastating structural collapse, alarms had been sounded concerning a specific area on the lower portion of the exterior west wall. Numerous inspections, reports, and photographs identify the egregious condition of an area on the west exterior brick façade and underlying Concrete Masonry Unit (CMU) wall.

38. It was this portion of the exterior west wall that ultimately failed and initiated this disaster.

39. A surveillance camera located on a neighboring building captured the collapse.



40. The area of the wall that was the subject of numerous warnings, violations, and inspections for years was the portion of brick façade and underlying CMU wall on the first floor of the structure immediately to the right of the entrance door.

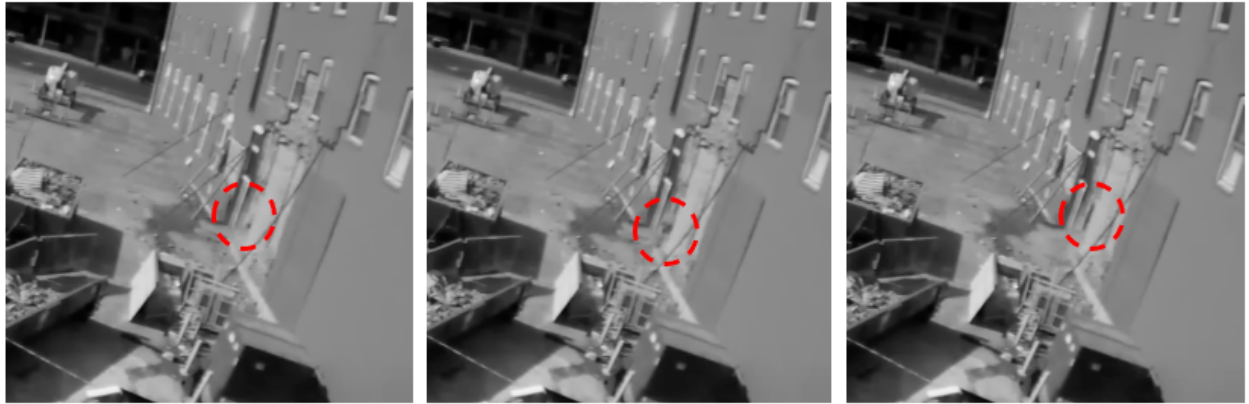


41. As shown further in this Petition, this area of the wall was badly deteriorated and imminently dangerous and work was ongoing on this portion of the wall at the time of the collapse. The bracing supports seen in the surveillance footage were completely ineffective and, upon information and belief, were put up to give the appearance of safety than to actually act as proper structural supports.

42. Approximately one minute and forty-five seconds before the catastrophic collapse a section of the brick façade that were previously identified as imminently hazardous began to fall away, stripping away the west exterior wall's vertical and lateral support.



43. Approximately 56 seconds before the catastrophic collapse more bricks crumbled out of the bottom of the wall, stripping away even more of the wall's structural support.



44. Approximately 44 seconds before the catastrophic collapse more bricks from the area previously identified as imminently hazardous fell away.



45. As sections of the wall continued to fall out, the wall was gradually robbed of what little structural stability it had left. The ineffective support brace in the area of the collapse can be seen bending more and more under the gradually increasing load that was bearing down upon that section of damaged wall.



46. After numerous sections of brick had fallen from the wall and it lost its vital structural support, the brick wall catastrophically collapsed, pulling the underlying CMU wall and structural members of the building with it.



47. The section of the wall that failed and initiated this collapse was known to be dangerous and in dire need of repair for years.

48. Despite a mountain of warnings and demands that action be taken to address this dangerous wall that threatened the structural stability of the entire building, Defendants herein ignored the danger and took no action until it was too late.

49. This devastating collapse was predictable and preventable, and Defendants herein must be held liable for causing and/or failing to prevent this tragedy.

The Timeline of Wold's Outrageous Neglect and Apathy

50. Upon information and belief, the Wold Defendants purchased The Davenport from Defendant Waukee Investments in late 2020 or early 2021 for nearly \$4.2 million.

51. At the time the Wold Defendants purchased The Davenport, the exterior west wall was in an obvious state of dangerous dilapidation. Photographs taken by City of Davenport inspectors in November and December 2020 depict the appalling state of the exterior west wall.



52. Had even a marginally competent inspection or due diligence been performed by the Wold Defendants at the time of purchase, the dangerous condition of the west exterior wall would have been noticed and the need for immediate action realized.

53. The brick wall was clearly bulging outward, significantly cracked, and teetering on the edge of disaster, but no action was taken.

54. Upon information and belief, the Wold Defendants either performed such a substandard inspection and/or due diligence at the time of purchase that the need for immediate corrective action was not understood, or a proper inspection was performed and the dangerous condition of the west exterior wall was realized but the Wold Defendants disregarded the danger and did nothing.

55. Regardless of whether the Wold Defendants recognized the dangerous condition of the west exterior wall at the time of purchase, there is no doubt that they were quickly put on notice by the City of Davenport.

56. On July 19, 2021, the City of Davenport issued a Complaint Notice and Order to the Wold Defendants identifying “*structural deterioration*” of the west exterior wall and that a structural engineering analysis was necessary.



Neighborhood Services Department
1200 E 46th St Davenport, Iowa 52807

7/19/2021

DAVENPORT HOTEL LLC
PO BOX 611
BETTENDORF, IA 52722

COMPLAINT NOTICE AND ORDER

Re: 324 MAIN ST

Parcel: L0007-24

Violation

Exterior Walls-structural deterioration-Engineer Required

Description

Repair/replace any/all identified deteriorated/questionable exterior wall(s) and/or structural wall components as necessary to code as required.

Notes

* APT #105 - WEST WALL AT DOORWAY - STRUCTURAL ENGINEER'S REPORT REQUIRED ON WEST WALL STRUCTURAL INTEGRITY WITH SCOPE OF WORK REQUIRED TO MAKE PROPER REPAIRS.

57. Photographs taken during the inspection which resulted in the July 19, 2021 Complaint Notice and Order also reveal that the walls within the building were cracking and bowing, clear indications that the structure was in distress.



58. Despite being notified of the structural deterioration and the need for a structural engineer to evaluate the stability of the structure, the Wold Defendants failed to take any action addressing the life-safety hazard posed by the structural deterioration of the exterior west wall for two months, and the City of Davenport issued a Final Official Notice again instructing the Wold Defendants to take immediate action. The City of Davenport warned that a structural engineer's report on the structural integrity of the west wall was needed, specifically noting that, ***“SCOPE OF DAMAGE WARRENTS [SIC] AN ENGINEER'S REPORT.”***



DAVENPORT
NEIGHBORHOOD SERVICES

Neighborhood Services Department
1200 E 46th St Davenport, Iowa 52807

9/7/2021

DAVENPORT HOTEL LLC
PO BOX 611
BETTENDORF, IA 52722

COPY

FINAL OFFICIAL NOTICE

Re: 324 MAIN ST Parcel: L0007-24

Violation
Exterior Walls-structural deterioration-Engineer Required

Description
Repair/replace any/all identified deteriorated/questionable exterior wall(s) and/or structural wall components as necessary to code as required.

Notes
* APT #105 - WEST WALL AT DOORWAY - STRUCTURAL ENGINEER'S REPORT REQUIRED ON WEST WALL STRUCTURAL INTEGRITY, REPORT'S SCOPE OF WORK REQUIRED TO MAKE PROPER REPAIRS WILL BE REQUIRED. DISCUSSED WITH TRISHNA PRADHAN/BLDG DEPT - SCOPE OF DAMAGE WARRENTS AN ENGINEER'S REPORT

59. Following this Final Official Notice which again raised the need for a structural evaluation of the west wall due to the scope of the damage, the Wold Defendants did nothing. City

of Davenport records reflect that a month after the September 7, 2021 Final Official Notice, Wold and Davenport Hotel had still not submitted the required engineering report.

60. Further, upon information and belief, there are no records of the Wold Defendants applying for or receiving any permits for the needed masonry repair work until 2023, demonstrating that the structural damage and deterioration resulting in the official notices from City of Davenport went completely ignored by the Wold Defendants.

61. The Wold Defendants were explicitly put on notice that the structural damage to the exterior west wall was so significant that a structural engineering analysis was required and that repairs were needed right away.

62. The Wold Defendants knew or should have known that failing to timely and appropriately respond to the notices provided by the City of Davenport by having a thorough structural engineering analysis and necessary repair work performed would foreseeably subject the tenants in the building, including Plaintiff, to an extreme and unacceptable risk of severe injury and/or death.

63. Despite this aforementioned knowledge, the Wold Defendants completely and utterly failed to take any action to make the necessary repairs and protect the tenants, including Plaintiff.

64. Upon information and belief, the Wold Defendants' decision to ignore the significant and dangerous structural deterioration of the exterior west wall and their failure to take any corrective measures whatsoever was motivated by purely financial considerations.

65. The Davenport Municipal Code, Section 8.15.130(B), provides that as the owner, the Wold Defendants' buildings "shall be maintained in a safe and sanitary condition" and that

Wold or his “designated agent shall be responsible for such maintenance.” The Wold Defendants egregiously violated his responsibilities under the Davenport Municipal Code.

66. The complaints and notices of violations concerning the deplorable living conditions the Wold Defendants subjected their tenants to continued to mount, but the Wold Defendants happily continued to collect rent checks while ignoring the growing danger to their tenants.

67. The Wold Defendants consciously chose to elevate corporate profits over the lives and safety of their tenants, including Plaintiff.

68. As of September 2022, at the latest, the Wold Defendants restructured the arrangement at The Davenport and began identifying Andrew Wold Investments (AWI), as the landlord at the property.

69. Upon information and belief, tenants of the Davenport were directed to make rent payments to “Andrew Wold Investments” and/or “AWI.”

70. The warnings received by the Wold Defendants grew increasingly more urgent in early 2023 and reached a point that the tenants, including Plaintiff, were in grave and imminent danger due to the structural damage to the exterior west wall.

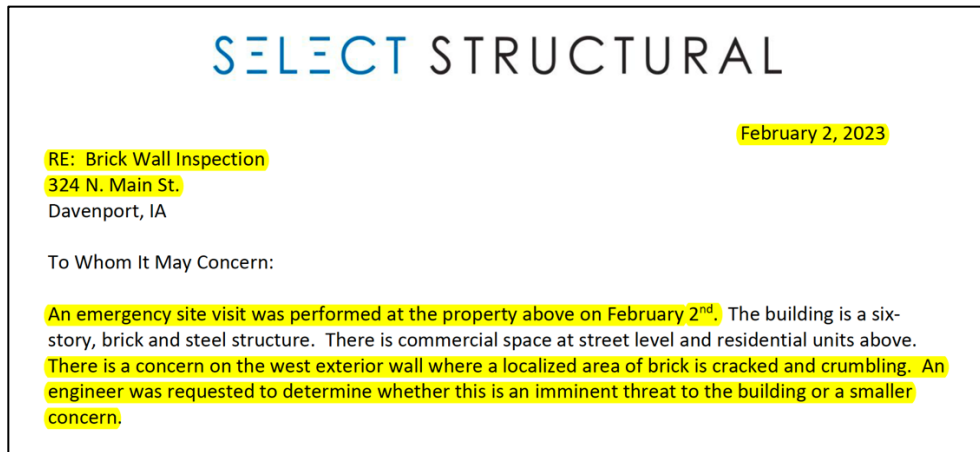
71. Upon information and belief, in early 2023 the Wold Defendants retained Defendant Select Structural Engineering.

72. On February 2, 2023, Defendant Select Structural Engineering issued a report raising alarming red flags after an emergency site visit was made.

73. David Valliere, a professional engineer with Defendant Select Structural Engineering, wrote in his February 2, 2023 report that there is “*concern on the west exterior wall where a localized area of brick is cracked and crumbling.*” Mr. Valliere noted that “[t]he main

area of brick damage is roughly eight feet wide by four feet high, and occurs directly below a beam which supports the second level.”

74. Mr. Valliere further advised that, “[b]oth beams need to be shored with heavy posts so that permanent repairs can be applied. The permanent repairs will likely involve the replacement of the wall in this area.”



There is a storage and maintenance room on the west side of the building in which the damaged brick wall can be seen. The main area of brick damage is roughly eight feet wide by four feet high, and occurs directly below a beam which supports the second level. The beam is approximately 16 inches wide and is likely steel encased in concrete. It is unclear whether it bears on the brick wall directly or rather on a steel column encased in brick. Another, smaller, encased beam is parallel, roughly eight feet to the north. The bottom faces of the beams are roughly 15'-0" high. Both beams need to be shored with heavy posts so that permanent repairs can be applied. The permanent repairs will likely involve the replacement of the wall in this area. The on-site building maintenance team confirmed that the ductwork in this workspace along the west wall is abandoned and therefore may be removed. This will allow better access to the wall and beams above.

75. Mr. Valliere’s February 2, 2023 emergency site visit also yielded photographs depicting the interior side of the west wall and its severely damaged and deteriorated condition.



76. As a licensed professional engineer, Mr. Valliere had an affirmative responsibility to notify public officials, the owner, and take all other possible actions to ensure the full evacuation of the Davenport. Yet, the engineer simply documented the condition and cashed his check for the work.

77. Upon information and belief, the Wold Defendants never installed the shoring called for by Select Structural Engineering.

78. The Wold Defendants knew or should have known that failing to install the structural shoring identified in the February 2, 2023 Select Structural Engineering report would foreseeably expose the tenants and residents of The Davenport to an unreasonable and unacceptable risk of severe injury and/or death.

79. Despite this aforementioned knowledge, the Wold Defendants knowingly and intentionally failed to install the structural shoring necessary to provide structural stability to the imminently dangerous wall and thus knowingly exposed the tenants and residents of The Davenport to an unreasonable and unacceptable risk of severe injury and/or death.

80. The Wold Defendants persisted in a course of conduct exhibiting absolutely no care and a total disregard for the consequences their conduct and outrageous inaction would have on the health and safety of the tenants and residents. Defendants’ conduct is the embodiment of willful and wanton.

81. On the same date as Defendant Select Structural Engineering’s emergency site visit, City of Davenport Chief Building Official Trishna R. Pradhan issued an Official Notice and Order to the Wold Defendants declaring that the property posed a **Public Hazard**. The Official Notice and Order noted that “[p]art of the south-west wall has been gradually falling...There is visible crumbling of the exterior load bearing wall under the support beam.”

82. The February 2, 2023 Official Notice and Order also identified that “[t]he exterior brick veneer has separated allowing rain/ice to build up causing further damage.”



83. The Wold Defendants were told that to continue using the building, immediate shoring was required and the exterior masonry had to be protected and secured. They were also

informed that an Engineer's report for remediation and repair of the exterior west wall was needed within 10 days, and scaffolding needed to be set up within 24 hours to protect the utility infrastructure on the exterior of the building.

To continue to use the building:

- Immediately shore up the beams for support per Engineer's letter, dated 2/2/2023. Protect & secure exterior masonry from failure.
- Within 10 days submit Engineer's report for remediation and repair of the west wall;
- Within 24 hours of receipt of this letter (via email) protect the infrastructure on the exterior with a scaffolding so utility companies can continue to maintain it without any danger of masonry failure.

Emergency vacate orders will be posted on the building if the failing masonry area is not secured per this letter.

84. City of Davenport records show that the very next day, on February 3, 2023, utility company MidAmerican Energy complained to the City of Davenport about the unsafe and deteriorated condition of the exterior west wall, and that City of Davenport officials, including Chief Building Official Pradhan, were present on site to observe these conditions.

85. While on-site in early February 2023, City of Davenport inspectors took photographs that depict the aggressive and advanced state of deterioration and structural instability of the exterior west wall.





86. The photographs above clearly depict the wall buckling under the load it is supporting and the bricks bulging outward.

87. The photographs above and other photographs taken earlier in 2022 show that after the Wold Defendants acquired The Davenport, instead of addressing the extremely dangerous and deteriorated condition of the west wall, the Wold Defendants decided to simply paint over the dangerous condition, hoping to conceal the extent of the danger.



88. However, by merely painting over the dangerous condition of the wall, the Wold Defendants not only attempted to conceal the danger, but actually made it worse. Painting over

the bricks acted only to trap moisture and condensation within the bricks and the wall, further damaging the wall and accelerating its deterioration.

89. Upon information and belief, following the February 2, 2023 structural engineering emergency site visit and the February 2, 2023 Official Notice and Order issued by the City of Davenport, the Wold Defendants hired and retained Defendant Bi-State Masonry to perform the needed structural masonry repairs specified by the structural engineer and the City of Davenport.

90. On February 22, 2023, the City of Davenport issued a permit to Defendant Davenport Hotel for “structural masonry repairs to west elevation as specified in engineers report by IA P.E. D. Valliere” which identified Defendant Bi-State Masonry as the contractor performing the work.

91. Upon information and belief, after being retained and beginning work on the project, Defendant Bi-State Masonry did not install any bracing or shoring to provide enhanced structural stability to the imminently dangerous wall.

92. On February 23, 2023, Mr. Valliere of Defendant Select Structural Engineering made another site visit and produced a letter report dated February 28, 2023. The tone of the February 28, 2023 letter was noticeably more urgent and raised numerous alarming red flags.

93. Mr. Valliere’s February 28, 2023 report noted that repairs were being made by Bi-State Masonry, but that upon further observation of the area of significant damage, it ***“has recently come [to] the attention of the team is that this area has a large void space...between the clay brick façade and CMU layer.”*** Mr. Valliere concluded that this void space was “caused by the collapse of some mass of clay brick between the façade and CMU.”

94. Mr. Valliere further observed that the collapsed mass of bricks ***“is now settled and piling up against the inside face of the façade, pushing it outward. This will soon cause a large***

panel of façade to also collapse, creating a safety problem and potentially destabilizing the upper areas of brick façade.”

SELECT STRUCTURAL

February 28, 2023

RE: Brick Wall Repair – Addendum
324 N. Main St.
Davenport, IA

To Whom It May Concern:

A follow-up site visit was performed at the property above on February 23rd. At the meeting, the mason pointed out that the area immediately to the north of the work area has a large and potentially dangerous void beneath the façade wythe of clay brick.

The repairs recommended in the report issued February 8th are being performed by Bi-State Masonry; they appear to be going according to plan. One deviation from the plan is that two layers/wythes of CMU are being installed to replace the clay brick wall segments rather than a single layer with an outer, façade layer of clay brick. This modification is acceptable and will add structural strength to the replaced areas. The original repair area is roughly twelve feet wide, and will abut to an existing wythe of CMU (which is likely a previous repair). What has recently come the attention of the team is that this area has a large void space, roughly 12”-14” wide, between the clay brick façade and CMU layer. This void appears to have been caused by the collapse of some mass of clay brick between the façade and CMU. This collapsed mass is now settled and piling up against the inside face of the façade, pushing it outward. This will soon cause a large panel of façade to also collapse, creating a safety problem and potentially destabilizing the upper areas of brick façade. This condition was not visible in the early



95. Mr. Valliere explained in his February 28, 2023 report that this extremely dangerous condition that he predicted would “soon cause a large panel of the façade to also

collapse, creating a safety problem[,]” was not visible during his February 2, 2023 emergency inspection.

96. However, once the extremely dangerous condition of the exterior west wall was observed, Mr. Valliere and Defendant Select Structural Engineering did absolutely nothing to warn the tenants and occupants of the building of this imminently dangerous condition that was putting their lives in grave and immediate danger.

97. The very first fundamental canon of the National Society of Professional Engineers Code of Ethics is that professional engineers must “Hold paramount the safety, health, and welfare of the public.” Mr. Valliere violated this sacred fundamental canon when he failed to take any action whatsoever to warn the tenants of The Davenport of the imminent danger posed by the structural instability of the exterior west wall or otherwise sound the alarms and call for the evacuation of the building until it could be made safe.

98. Mr. Valliere and Select Structural Engineering knew or should have known that failing to warn the tenants of The Davenport or immediately recommend or call for the evacuation of the building in light of the imminent danger would foreseeably expose the tenants and occupants of The Davenport, including Plaintiff, to an unreasonable and unacceptable risk of severe injury and/or death.

99. Despite this aforementioned knowledge, Mr. Valliere and Defendant Select Structural Engineering knowingly failed to warn the tenants of The Davenport of the imminent danger or call for the evacuation of the building until it could be made safe.

100. Similarly, Bi-State Masonry had firsthand notice and knowledge concerning the extremely and imminently dangerous condition of the exterior west wall. Bi-State Masonry was

obligated to ensure the owner took appropriate action or taken action themselves to brace and shore the wall or otherwise warn the tenants. Bi-State Masonry did nothing.

101. When it came time to take immediate action to address the imminently dangerous condition created by the large void between the exterior brick façade and the CMU that the structural engineer predicted would soon cause a collapse of the wall, the Wold Defendants could only care about their money.

102. The City of Davenport's permit system reflects that on March 1, 2023, the day after Mr. Valliere issued the structural engineering report warning of the danger created by the large void, City of Davenport Chief Building Official Pradhan made a visit to the site. During this visit, Pradhan learned that the Wold Defendants fired Bi-State Masonry from the job because Bi-State Masonry requested approval of a change order so the work could be done in accordance with the City of Davenport's historic preservation requirements for the building.

103. The Wold Defendants didn't want to pay to have the job done correctly, so they simply fired the contractor to save money.

104. After firing Bi-State Masonry, Defendant Andrew Wold prowled the city hoping to find a cheap contractor who would agree to help the Wold Defendants cut corners and get the job done cheaper.

105. Upon information and belief, shortly after firing Bi-State Masonry, Wold observed Ryan Shaffer, co-owner of R.A. Masonry, working at a nearby building located at 112 W. 3rd Street, and approached Shaffer and asked him to supply a quote for the needed work on The Davenport.

106. According to Shaffer, he supplied a quote for approximately \$50,000 which included significant shoring and bracing for the dangerously dilapidated exterior west wall. Wold

rejected this bid as being too expensive and Wold informed Shaffer that he wanted to cut the costs by eliminating the shoring and supports for the building.

107. Shaffer refused, telling Wold that if the work was not done how Shaffer wanted to do it—with the appropriate shoring and bracing—he would not put his employees in harm’s way and told Wold that, *“somebody is going to die.”*

108. The Wold Defendants ignored Shaffer’s prophetic warning and yet again consciously decided to forego critical safety measures in the name of cutting costs.

109. The Wold Defendants knowingly subjected the tenants to grave and unacceptable danger just so he could save a few bucks—the epitome of placing profits over safety.

110. Work appears to have resumed and carried on throughout March and April, but without the necessary shoring and bracing of the dangerous wall.

111. By May, the structural stability of exterior west wall of The Davenport had deteriorated to critical levels, yet the Wold Defendants had not taken any necessary safety measures to brace or shore up the wall.

112. On May 23, 2023—just five days before this tragic collapse—Mr. Valliere of Select Structural Engineering made another visit to the site. His findings at this inspection were alarming and should have raised immediate red flags to the Wold Defendants, and the City of Davenport that an immediate evacuation of the building was required to protect the health and safety of the tenants and occupants of the building.

113. There is no excuse for Mr. Valliere not doing everything possible to ensure the building was evacuated based on his observations during this visit.

114. In a May 24, 2023 report, Mr. Valliere notes that on the exterior west wall *“there are several large patches of clay brick façade which are separating from the substrate. These*

large patches appear ready to fall imminently, which may create a safety hazard to cars or passersby.”

SELECT STRUCTURAL

May 24, 2023

RE: Brick Wall Repairs

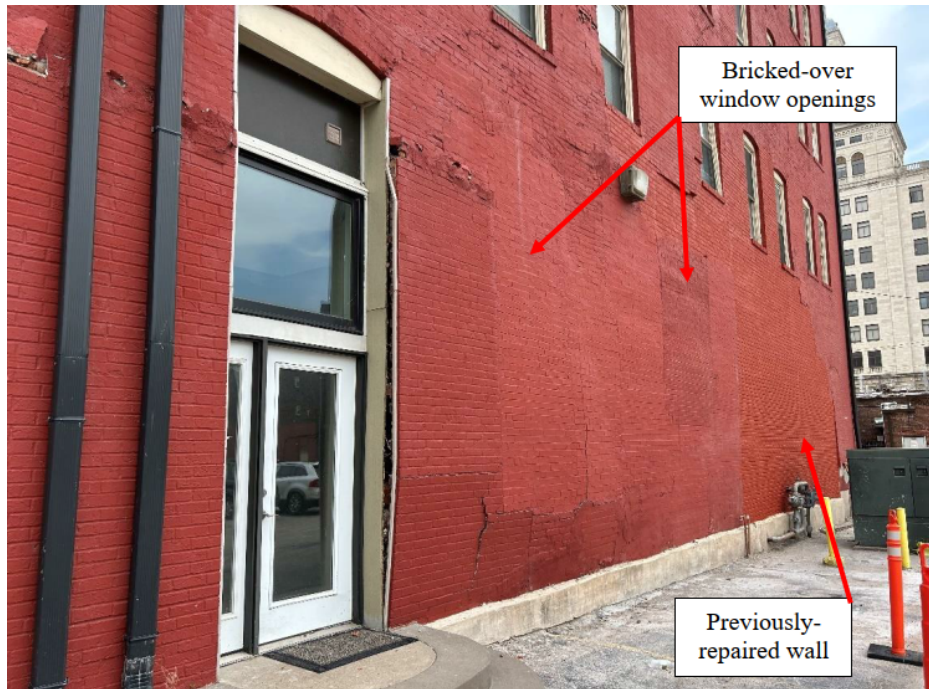
324 N. Main St.
Davenport, IA

To Whom It May Concern:

A follow-up site visit was performed at the property above on May 23rd. On the west face of the building, there are several large patches of clay brick façade which are separating from the substrate. These large patches appear ready to fall imminently, which may create a safety hazard to cars or passersby. The owner has already blocked off the area with cones and has begun removing drywall from the inside of the wall to get a view of what might be happening.

115. Mr. Valliere observed that “there are two former window openings, roughly 12 feet tall by six feet wide, which appear to have been bricked over some years ago. *The clay brick façade on and between these openings is bulging outward by several inches and looks poised to fall. In anticipation of these areas falling, the brick façade above the windows should be secured. This is to keep the entire face of the building from falling away when the bottom area(s) come loose.”*

As viewed from the west exterior, there are two former window openings, roughly 12 feet tall by six feet wide, which appear to have been bricked over some years ago. The clay brick façade on and between these openings is bulging outward by several inches and looks poised to fall. In anticipation of these areas falling, the brick façade above the windows should be secured. This is to keep the entire face of the building from falling away when the bottom area(s) come loose. The same temporary façade support as was recommended on February 9th, 2023, may be used here too. Note that the elevation of the steel angle in the detail shall be at or above the top of the window openings.



116. Mr. Valliere also identified a potential cause of the brick façade’s imminent collapse: the previously bricked-over window openings, shown above, “were never filled with brick or block. Rather, the clay brick façade was just run right over the openings, unsupported.” Mr. Valliere explained that, ***“[t]his lack of bracing helps explain why the façade is currently about to topple outward.”***

Inside the first floor, the drywall is being stripped away. This reveals that the window openings were never filled with brick or block. Rather, the clay brick façade was just run right over the openings, unsupported. This lack of bracing helps explain why the façade is currently about to topple outward. The brick façade is unlikely to be preserved in place, but it can be brought down in a safe, controlled manner. The stable sections above will be secured as mentioned previously. With the loose façade

117. Mr. Valliere observed yet another imminently dangerous structural issue. He saw that to the north of the two unsupported window openings the wall ***“appears to be losing some stability and is causing deformation. This is evidenced by the bowing of the interior light gauge steel furring and drywall; they bulge as if a large downward force is acting upon them.”***

To the north of the two window openings in question, there is another issue. The wall appears to be losing some stability and is causing deformation. This is evidenced by the bowing of the interior light gauge steel furring and drywall; they bulge as if a large downward force is acting upon them. This downward force may be due to the reaction of an east-west beam which bears on the west exterior



118. At this point, there was no discretion for Mr. Valliere and Select Structural Engineering to exercise. The residents must be warned and the building must be evacuated to protect their lives until the imminently dangerous condition of the exterior west wall could be repaired.

119. Mr. Valliere and Select Structural Engineering knew or should have known that failing to warn the tenants and occupants of The Davenport of the grave and imminent danger they were in or otherwise call for the immediate evacuation of the building would foreseeably expose the residents, including Plaintiff, to an unreasonable and unacceptable risk of severe injury and/or death.

120. Despite this aforementioned knowledge, Mr. Valliere and Select Structural Engineering outrageously and recklessly remained silent, and knowingly failed to warn the tenants

and occupants of The Davenport of the grave and imminent danger they were in or otherwise call for the immediate evacuation of the building to safeguard the residents' lives.

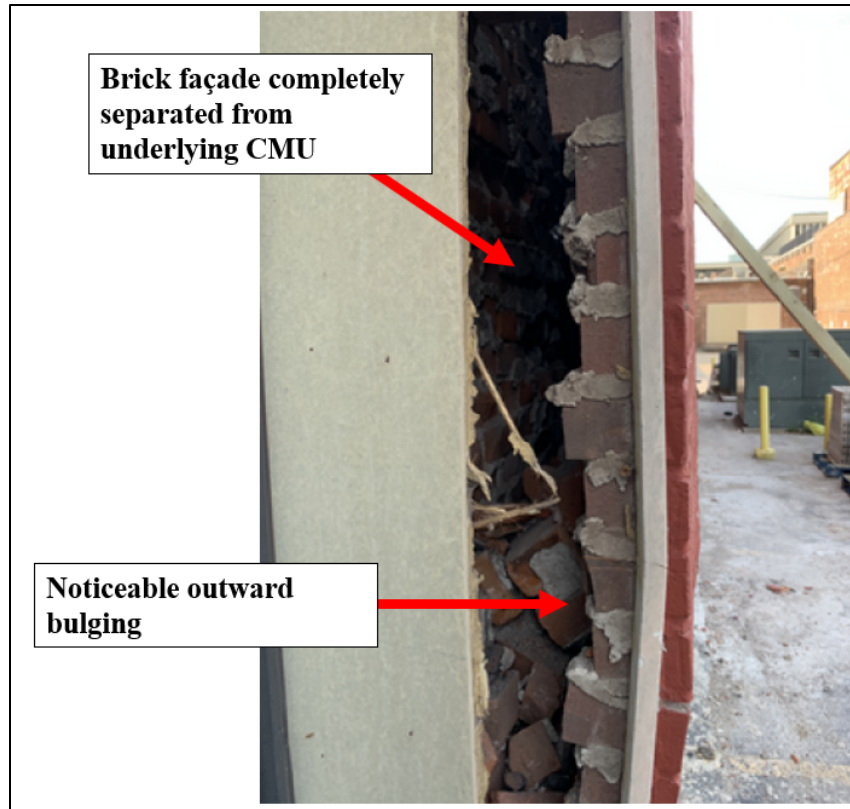
121. Mr. Valliere and Select Structural Engineering turned their backs on the sacred fundamental canon of their ethical code to “Hold paramount the safety, health, and welfare of the public.”

122. On May 24, 2023, the City of Davenport issued a permit to the Wold Defendants for work to “replace in kind 100 linear feet of brick exterior all per city code.” There was no contractor identified on this permit, instead it merely listed “owner” and identified the job cost as \$3,000.

123. This May 24, 2023 permit which does not identify any contractor and lists the job cost as only \$3,000 confirms what Shaffer recalled from his conversation with Wold—that Wold wanted to cut corners and save money by not installing the necessary and critical bracing and shoring to support the exterior west wall.

124. Due to granting the permit to the Wold Defendants on May 24, 2023, on May 25, 2023—only three days before this tragic collapse—City of Davenport Chief Building Official Pradhan made a visit to the site. Pradhan’s visit to the site confirmed that the exterior west wall was in a dangerous state of imminent collapse and that if immediate action was not taken to evacuate the building the residents would be exposed to severe danger.

125. Pradhan’s inspection photographs reveal the extent of the structural damage and instability of the exterior west wall. The brick façade had completely separated from the CMU and the gap was filled with already-collapsed bricks. The wall was also noticeably bulging outward and was at risk of an imminent collapse.



126. Knowing that City of Davenport inspectors and officials would be visiting the site on May 25, 2023 due to receiving the permit on May 24, 2023, and knowing that he did not have the necessary bracing and shoring installed to support the exterior west wall, *the Wold Defendants outrageously tried to fake it.*

127. *Instead of showing the proper bracing and shoring needed to support the wall, Pradhan's photographs show that the Wold Defendants and/or their workers merely laid some loose two-by-fours against the wall, anchored to nothing.* These two-by-fours provided absolutely no structural support to the wall whatsoever.




128. Upon information and belief, the Wold Defendants had these ineffectual two-by-fours laid against the building to deceitfully give the appearance of the bracing and shoring they knew should have been installed long before but that he didn't want to spend the money to actually install.

129. The Wold Defendants knew or should have known that failing to install the necessary bracing and shoring would expose the tenants and residents of the building, including Plaintiff, to an unreasonable and unacceptable risk of severe injury and/or death.

130. Despite this aforementioned knowledge, the Wold Defendants continued to elevate profits and cost saving measures above the health and safety of the tenants and knowingly failed to install the necessary bracing and shoring and instead tried to make it look like they had by laying some two-by-fours up against the building.

131. The Wold Defendants' conduct was reckless, outrageous, exhibited a willful and wanton disregard for the rights of others, including Plaintiff, and intentionally placed tenants and residents of the building in harm's way for the sole purpose of saving money.

132. Pradhan and the City of Davenport should have caught this and recognized the immediate need to evacuate the building and protect the tenants. This didn't happen and instead, Pradhan's notes from the inspection fail to even mention the ineffectual bracing or shoring or the imminently dangerous state of the exterior west wall.

Building Framing Before Cover 	
Inspection Performed By:	
Inspection Date: 2023-05-25	
Completion Date:	
Notes: Rich & Trishna on site -Interior CMU is being completed per engineer's report with rebar & grout. One opening has been completed the other is being filled in with CMU. • Brick work will start today in sections. Mason's will be doing the work. • Wall bracing will be installed per engineer's design. • Engineer will stop over periodically to ensure work is being done per his design. • City inspector will stop over periodically to see progress.	
Inspection Status: Incomplete	

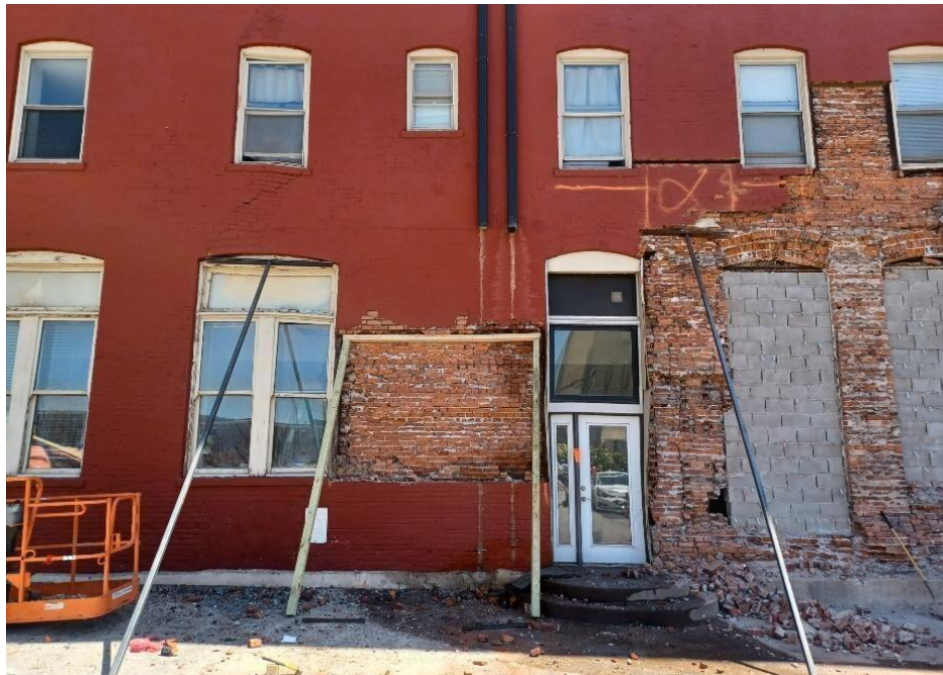
133. Had City of Davenport building officials, including Pradhan, abided by their responsibility to safeguard the health and safety of the tenants and residents in The Davenport by appropriately responding to the dire state of the exterior west wall and recognizing that the owner, the Wold Defendants, were doing nothing to protect the residents, the building would have and should have been evacuated until the wall could be made safe.

134. Instead, City of Davenport and its building officials, including Pradhan, turned a blind eye and allowed the Wold Defendants' outrageously reckless work and the imminently dangerous state of the building to persist in the face of obvious danger.

135. Shaffer visited The Davenport at the west wall on May 26, 2023, two days before the collapse. Upon information and belief he observed the condition of the wall and warned the workers who were present to, ***“Get away. You're going to die.”***

136. The residents were not warned.

137. On May 28, 2023, just hours before the collapse occurred, Shaffer returned to The Davenport and again warned the workers that they needed to leave. Shaffer also took a photograph which further depicted the outrageously ineffective “bracing” that the Wold Defendants put up.



138. Shaffer’s prophetic warnings again went ignored and the Wold Defendants did nothing to warn the tenants of the grave danger posed by the seriously dilapidated and structurally unsound wall.

139. This above photograph also reveals that the workers hired by the Wold Defendants were intentionally removing bricks from the building without having the proper bracing and supports installed due to the fact that the Wold Defendants decided to take the cheap route and not pay for proper and safe bracing.

140. By removing these load-bearing bricks without proper bracing and support, the workers were stripping the upper portions of this wall from the critical structural support they needed, and the collapse ultimately occurred as a result.

141. The Wold Defendants ignored numerous explicit warnings of the danger posed by the state of the exterior west wall and refused to take any appropriate or lifesaving action for nearly two years. When the Wold Defendants and his companies did finally take action, they made sure to attempt everything in the cheapest and most dangerous way possible.

142. The Wold Defendants' actions were motivated purely by corporate greed and increased profits. Had he and his companies cared for and considered the health and safety of the tenants and residents of The Davenport, this tragedy would have been averted.

143. The Wold Defendants' conduct and inaction in this case, in the face of the imminent danger he knew the exterior west wall posed, are the epitome of willful and wanton conduct.

144. The Wold Defendants knowingly placed his tenants in immediate and severe danger, and this tragedy occurred as a result, and the Wold Defendants must be held liable.

Waukee Investments' and Parkwild's History of Inaction

145. The Wold Defendants were not the first to ignore the danger presented by the severely dilapidated and deteriorating condition of the exterior west wall.

146. The prior owner, Defendant Waukee Investments, and the prior property manager, Defendant Parkwild, received numerous explicit notices and warnings from City of Davenport concerning the dangerous state of the exterior west wall and calling for immediate corrective action.

147. On August 26, 2020, the City of Davenport issued an Official Notice and Order to both Defendants Waukee Investments and Parkwild advising of a building violation related to the ***“structurally unsound”*** exterior wall and demanding a structural engineering report be provided and repairs scheduled.

Violation

Exterior Walls-Deteriorated/missing exterior block/brick/stucco/stone

Description

Repair, replace, and/or install any/all exterior block/brick/stucco/stone as necessary to maintain weather protection to code.

Notes

* EXTERIOR WALLS - REPAIR ALL CRACKED OR MISSING MORTAR - ALL WORK MUST BE PERMITTED AND SCHEDULED WORK MUST BE STARTED OR SCHEDULED PRIOR TO RE-INSPECTION DATE.

Violation

Exterior Walls-Structurally unsound block/brick/stone/poured concrete wall

Description

You must provide this office with a certified report from a professional structural engineer registered with the State of Iowa that will attest to the building's structural stability or list the building's structural deficiencies, action necessary to correct the problem(s), and repair according to the engineers' specifications.

Notes

* EXTERIOR WALLS - STRUCTURAL ENGINEERING REPORT REQUIRED AND ALL RECOMMENDED ENGINEERING REPAIRS BE PERMITTED AND SCHEDULED FOR REPAIR PRIOR TO RE-INSPECTION DATE.

148. On October 23, 20220, the City of Davenport issued a Final Official Notice to Defendants Waukee Investments and Parkwild for the same violation concerning the structural instability of the exterior wall because Waukee Investments and Parkwild had done nothing to address the critical safety issue.



DAVENPORT
NEIGHBORHOOD SERVICES

Neighborhood Services Department
1200 E 46th St Davenport, Iowa 52807

10/23/2020

WAUKEE INVESTMENTS I LLC
4 SUMMER PL
BETTENDORF IA 52722-7544

FINAL OFFICIAL NOTICE

Re: 324 MAIN ST

Parcel: L0007-24

Violation
Exterior Walls-Structurally unsound block/brick/stone/poured concrete wall

Description
You must provide this office with a certified report from a professional structural engineer registered with the State of Iowa that will attest to the building's structural stability or list the building's structural deficiencies, action necessary to correct the problem(s), and repair according to the engineers' specifications.

Notes
* ALL EXTERIOR WALLS - STRUCTURAL ENGINEER'S REPORT REQUIRED AND ALL RECOMMENDED ENGINEERING REPAIRS BE PERMITTED AND SCHEDULED FOR REPAIR PRIOR TO MAY 14TH, 2021 RE-INSPECTION

149. By 2021, Defendants Waukee Investments and Parkwild still had not addressed the violation or corrected the significant safety hazard posed by the structurally unsound exterior wall. A February 16, 2021 Notice of Extension issued by the City of Davenport to Waukee Investments and Parkwild identified a February 12, 2021 Notice and Order identifying the same violations and hazards that had previously been identified.



DAVENPORT
NEIGHBORHOOD SERVICES

Neighborhood Services Department
1200 E 46th St Davenport, Iowa 52807

2/16/2021

PARKWILD PROPERTIES
PO BOX 1105
MOLINE IL 61266

NOTICE OF EXTENSION

Re: 324 MAIN ST Parcel: L0007-24

Dear Property Owner/Manager:

This letter is to inform you an extension had been granted for the above captioned property. This extension is granted for the Notice and Order on 2/12/2021, 12:00 AM , and provides for additional time to correct the


Violation
Exterior Walls-Deteriorated/missing exterior block/brick/stucco/stone

Description
Repair, replace, and/or install any/all exterior block/brick/stucco/stone as necessary to maintain weather protection to code.

Notes
* EXTERIOR WALLS - WORK MUST BE PERMITTED AND SCHEDULED FOR REPAIR AS SPECIFIED BY THE STRUCTURAL ENGINEER'S REPORT. WORK MUST HAVE STARTED PRIOR MAY 14TH, 2021 RE-INSPECTION DATE

150. Despite these repeated notices and violations concerning the degrading structural integrity of the building's exterior wall, Waukee Investments and Parkwild continued to do nothing to address or fix the issue, thereby continuing to place the residents and tenants in harm's way.

151. On May 26, 2021, after Waukee Investments and Parkwild had still not fixed the dangerous condition of the exterior wall, the City of Davenport issued another Final Official Notice for the same violation and issuing another violation related to "General/Health" hazards concerning the exterior west wall.

 DAVENPORT NEIGHBORHOOD SERVICES	<i>Neighborhood Services Department</i> 1200 E 46th St Davenport, Iowa 52807
5/26/2021	
WAUKEE INVESTMENTS I LLC 4 SUMMER PL BETTENDORF IA 52722-7544	
FINAL OFFICIAL NOTICE	
Re: 324 MAIN ST	Parcel: L0007-24

Violation Exterior Walls-Deteriorated/missing exterior block/brick/stucco/stone
Description Repair, replace, and/or install any/all exterior block/brick/stucco/stone as necessary to maintain weather protection to code.
Notes * EXTERIOR WALLS - WORK SPECIFIED BY STRUCTURAL ENGINEER'S REPORT MUST BE PERMITTED AND WORK STARTED PRIOR TO RE-INSPECTION DATE OF THIS FINAL NOTICE AND ORDER DATED MAY 26TH, 2021 (PF'D)

Violation General/Health-Improper construction/repair(s)
Description Repair/rebuild any/all identified issues to code as required.
Notes * WEST EXTERIOR WALL - REPLACE MISSING BRICK MORTAR WHERE MISSED AND RESEAL AREAS.

152. Defendants, Waukee Investments and Parkwild, knew or should have known that failing to timely and appropriately address the violations and structural issues raised by the City of Davenport's notices and the obvious and dangerous state of the exterior west wall, would foreseeably expose the tenants and residents of the building to an unreasonable and unacceptable risk of severe injury and/or death.

153. Despite this aforementioned knowledge, Defendants, Waukee Investments and Parkwild, took no action to correct the hazard and allowed the dangerous condition to persist, and knowingly placed the tenants and residents of the building in harm's way.

154. The Davenport Municipal Code, Section 8.15.130(B), provides that as the owner, Waukee Investments' buildings "shall be maintained in a safe and sanitary condition" and that Waukee Investments' or its "designated agent shall be responsible for such maintenance." Waukee Investments egregiously violated its responsibilities under the Davenport Municipal Code.

155. Instead of fixing any of the dangerous structural issues associated with the exterior wall that ultimately caused this collapse, Defendant Waukee Investments simply sold the property to the Wold Defendants.

156. Defendant Waukee Investments attempted to wash its hands of its outrageous and reckless history of inaction in the face of repeated warnings and notices of danger.

157. Had Defendants Waukee Investments and/or Parkwild taken timely and appropriate action to correct the danger and the structural damage they were warned about in 2020 and 2021, this tragedy would not have happened.

158. When The Davenport collapsed, Plaintiff was in her apartment unit relaxing on the sofa. She heard a tremendously loud sound before the power cut out and alarms began sounding.

159. Plaintiff was tossed by the force of the collapse and then, terrified and confused, made her way out of her apartment.

160. Plaintiff and other residents were scrambling for their lives, trying to make their way to the stairway and escape to safety.

161. As Plaintiff made her way down the stairs and out of the building, she struggled to breathe as she inhaled copious amounts of dust and debris, as well as the asbestos that filled this nearly 120-year-old building.

162. Plaintiff waded through significant amounts of water that flooded the halls as a result of the pipes being broken open, and ***she was struck in the head multiple times by falling drywall and other debris***. These traumas have resulted in physical injuries to Plaintiff.

163. Plaintiff was lucky to escape with her life, but her remaining years will be marred by the significant physical, psychological, and emotional injuries she sustained in this tragedy.

164. As a direct and proximate result of Defendants' carelessness, negligence, gross negligence, recklessness, and willful and wanton conduct, Plaintiff suffered significant and disabling physical injuries, including but not limited to inhalation of dust, debris, and asbestos, inhalation of gas emitted following the collapse, head injuries, contusions aches and pains, as well as significant emotional and psychological injuries resulting from the incident and her physical injuries, including but not limited to severe post-traumatic stress disorder, and other emotional and psychological injuries the full extent of which is yet to be determined; physical and psychological pain and suffering; loss of life's pleasures, past, present, and future; loss of earnings and wages and loss of earnings capacity, past, present, and future; hospital, medical, and rehabilitation expenses past, present, and future.

- a. As a direct and proximate result of the conduct of Defendants, Plaintiff has in the past required, continues to require, and may in the future require

medical treatment and care, and has in the past, continues presently, and may in the future incur the cost of medicines, medical care, hospitalizations, treatment, future operations, testing, and rehabilitation in an attempt to alleviate and/or cure her condition(s);

- b. As a direct and proximate result of the conduct of Defendants, Plaintiff has in the past and continues to suffer pain, loss of independence, mental anguish, humiliation, embarrassment, fear, loss of well-being, inability to enjoy the normal pleasures of life, and restrictions on her ability to engage in normal activities and pleasures of life, and other intangible losses;
- c. As a direct and proximate result of the conduct of Defendants, Plaintiff has been prevented and will be prevented in the future from performing her usual duties, activities, occupations and avocations and has suffered a loss of earnings and loss of earning capacity.

165. Plaintiff has also suffered an economic harm for the value of her lost possessions contained in her apartment that she will never recover due to the impending complete demolition of the building.

166. Defendants are jointly and severally liable for the injuries and damages alleged herein.

COUNT I – COMMON LAW NEGLIGENCE
(ANDREW WOLD)

167. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

168. Andrew Wold owned, operated, and acted as the landlord of The Davenport and as such, had a duty to ensure that the building was maintained in a safe and structurally sound condition.

169. Upon purchasing the property, Wold had a duty to properly inspect the building using competent professionals and determine whether any work was necessary to protect the health and safety of his soon-to-be tenants and if any issues or hazards were identified, immediately act to abate those issues once acquiring the property.

170. Wold did none of this and miserably failed to satisfy his duties in this regard.

171. The Davenport Municipal Code, Section 8.15.130(B), provides that as the owner, Wold's buildings "shall be maintained in a safe and sanitary condition" and that Wold or his "designated agent shall be responsible for such maintenance."

172. Wold had a duty to keep The Davenport in a reasonably safe condition, and to guard his tenants and the residents of The Davenport against dangers of which Wold was aware or might have reasonably foreseen.

173. Wold had a duty and responsibility to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport.

174. Wold knew or should have known that failing to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport would foreseeably expose his tenants and the residents of The Davenport to unreasonable and unacceptable risks of severe injury and/or death.

175. Despite this aforementioned knowledge, Wold knowingly and intentionally failed to respond to warnings and notices concerning the structural stability and safety of The Davenport and consciously chose to subject his tenants and the residents of The Davenport to extreme and unacceptable risks of harm.

176. Wold had a duty to independently have The Davenport inspected by competent professionals on a regular basis to ensure that no hazardous or imminently dangerous conditions existed and if any such conditions were identified, act immediately to protect his tenants by either correcting the hazard or evacuating his tenants until the dangerous condition could be fixed.

177. Wold had a duty and responsibility to warn the residents and tenants of The Davenport of unsafe conditions, including any unsafe or dangerous conditions associated with the exterior west wall.

178. Upon receiving the numerous warnings from City officials and from the structural engineer he hired, Wold had a duty to protect his tenants and the residents of The Davenport by immediately evacuating the building until the building could be made safe.

179. Defendant Wold egregiously and outrageously violated his duties and responsibilities and this tragedy occurred as a direct result.

180. Wold knew or should have known that his actions, inactions, and omissions posed significant, outrageous, and foreseeable risks of harm to the tenants and residents of The Davenport.

181. Wold unquestionably failed to take reasonable steps to avoid this tragedy and protect the tenants and residents, including Plaintiff. As a result, Wold breached his duty of reasonable care in the control, maintenance, and operation of The Davenport.

182. Defendant Wold persisted in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that his conduct and outrageous inaction would have on the health and safety of the tenants and residents. Wold's conduct and inaction is the embodiment of willful and wanton.

183. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant Wold, acting by and through his agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Knowingly placing the tenants and residents of The Davenport at grave and immediate risk of harm;
- b. Failing to maintain The Davenport in a structurally safe and sound condition;
- c. Failing to maintain The Davenport in a structurally safe and sound condition despite obvious and known structural damage and deterioration to the building;
- d. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport;
- e. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport despite being told and warned repeatedly that they needed to be made urgently;
- f. Ignoring the obvious structural damage and deterioration to the building;
- g. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building;
- h. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building despite knowing that such a failure would expose the residents and tenants of The Davenport to an unreasonable and unacceptable risk of serious harm;
- i. Failing to adequately and timely inspect the building and its structural elements to ensure the building was structurally safe;
- j. Hiring inadequate, untrained, and incompetent persons and/or companies to perform inspections, repairs, and/or maintenance on the building, specifically on the west wall in the area of the collapse;
- k. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary;
- l. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits;
- m. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits despite knowing

that such a failure would subject his tenants and residents to unreasonable and unacceptable risks of harm;

- n. Failing and refusing to undertake repairs and remediation work necessary to ensure the structural stability of the building;
- o. Intentionally deciding to forego critical structural repairs in an attempt to save money;
- p. Failing to perform adequate and sufficient inspections and due diligence when purchasing and acquiring the building;
- q. Hiring inadequate, untrained, and incompetent persons and/or companies to inspect the building when it was purchased and/or acquired;
- r. Failing to take any action to address the dangerous condition of the west wall upon purchasing and acquiring the building;
- s. Failing to perform appropriate testing and investigation into the structural stability and integrity of the building;
- t. Performing inadequate and ineffective repairs to the west wall;
- u. Knowingly performing inadequate and ineffective repairs to the west wall in an effort to save money, despite knowing that such a failure would expose his tenants and residents of The Davenport to unreasonable and unacceptable risks of harm;
- v. Repeatedly and consistently prioritizing increased profits and money saving measures over the health and safety of the tenants and residents of The Davenport;
- w. Hiring inadequate, untrained, and incompetent persons and/or companies to perform repairs to the west wall;
- x. Ignoring warnings and violations issued by the City of Davenport;
- y. Failing to evacuate the building until such time that the necessary structural repairs could be made;
- z. Failing to warn the tenants and residents of The Davenport that Wold had been notified of significant structural damage to the building;
- aa. Failing to warn the tenants and residents of The Davenport that they were in grave and immediate danger;
- bb. Failing to warn the tenants and residents of The Davenport that the building was not structurally safe;

- cc. Concealing the notices and violations levied by the City of Davenport from the tenants and residents of The Davenport;
- dd. Concealing the results of Select Structural Engineering's inspections, analyses, and reports from the tenants and residents of The Davenport;
- ee. Permitting the structural elements of the west wall to degrade and deteriorate to such an extent that the collapse occurred;
- ff. Permitting the structural elements of the building to degrade and deteriorate to such an extent that the collapse occurred despite being explicitly told that repairs were immediately necessary;
- gg. Allowing residents and people to occupy the building despite knowing of the significant structural damage and deterioration of the building;
- hh. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of;
- ii. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;
- jj. Failing to repair the significant damage and deterioration to the exterior west wall;
- kk. Violating the Davenport Municipal Code;
- ll. Knowingly violating the Davenport Municipal Code;
- mm. Violating the International Building Code;
- nn. Breaching his duties under the Restatement (Second) of Torts and/or Restatement (Third) of Torts;
- oo. Failing to safeguard and protect the tenants and residents of The Davenport despite knowing of the significant structural damage to the building;
- pp. Ignoring countless warning signs and red flags that the building was not structurally safe and was at an imminent risk of collapsing;
- qq. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and regular inspections of the building;

- rr. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and sufficient repair of the building and its structural damage;
- ss. Acting in a willful and wanton manner;
- tt. Persisting in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that his conduct and outrageous inaction would have on the health and safety of the tenants and residents;
- uu. Choosing profits over the safety of the tenants and residents.

184. Defendant Wold's conduct, as described herein, demonstrated a willful and wanton disregard for the safety and health of the residents and occupants of The Davenport, including Plaintiff, and for the citizens of Davenport.

185. By reason of the carelessness, negligence, gross negligence, recklessness, and outrageous and willful and wanton conduct of Defendant Wold, as aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

186. By conducting himself as set forth herein, Defendant Wold's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

187. Defendant Wold's acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

188. Defendant Wold is jointly and severally liable for the damages alleged herein.

COUNT II – COMMON LAW NEGLIGENCE
(DAVENPORT HOTEL, L.L.C.)

189. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

190. Defendant Davenport Hotel owned, operated, and acted as the landlord of The Davenport and as such, had a duty to ensure that the building was maintained in a safe and structurally sound condition.

191. Upon purchasing the property, Defendant Davenport Hotel had a duty to properly inspect the building using competent professionals and determine whether any work was necessary to protect the health and safety of its soon-to-be tenants and if any issues or hazards were identified, immediately act to abate those issues once acquiring the property.

192. Defendant Davenport Hotel did none of this and miserably failed to satisfy its duties in this regard.

193. The Davenport Municipal Code, Section 8.15.130(B), provides that as the owner, Defendant Davenport Hotel's buildings "shall be maintained in a safe and sanitary condition" and that Davenport Hotel or its "designated agent shall be responsible for such maintenance."

194. Defendant Davenport Hotel had a duty to keep The Davenport in a reasonably safe condition, and to guard its tenants and the residents of The Davenport against dangers of which Defendant Davenport Hotel was aware or might have reasonably foreseen.

195. Defendant Davenport Hotel had a duty and responsibility to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport.

196. Defendant Davenport Hotel knew or should have known that failing to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport would foreseeably expose its tenants and the residents of The Davenport to unreasonable and unacceptable risks of severe injury and/or death.

197. Despite this aforementioned knowledge, Defendant Davenport Hotel knowingly and intentionally failed to respond to warnings and notices concerning the structural stability and safety of The Davenport and consciously chose to subject its tenants and the residents of The Davenport to extreme and unacceptable risks of harm.

198. Defendant Davenport Hotel had a duty to independently have The Davenport inspected by competent professionals on a regular basis to ensure that no hazardous or imminently dangerous conditions existed and if any such conditions were identified, act immediately to protect its tenants by either correcting the hazard or evacuating its tenants until the dangerous condition could be fixed.

199. Defendant Davenport Hotel had a duty and responsibility to warn the residents and tenants of The Davenport of unsafe conditions, including any unsafe or dangerous conditions associated with the exterior west wall.

200. Upon receiving the numerous warnings from City officials and from the structural engineer he hired, Defendant Davenport Hotel had a duty to protect its tenants and the residents of The Davenport by immediately evacuating the building until the building could be made safe.

201. Defendant Davenport Hotel egregiously and outrageously violated its duties and responsibilities and this tragedy occurred as a direct result.

202. Defendant Davenport Hotel knew or should have known that its actions, inactions, and omissions posed significant, outrageous, and foreseeable risks of harm to the tenants and residents of The Davenport.

203. Defendant Davenport Hotel unquestionably failed to take reasonable steps to avoid this tragedy and protect the tenants and residents, including Plaintiff. As a result, Defendant Davenport Hotel breached his duty of reasonable care in the control, maintenance, and operation of The Davenport.

204. Defendant Davenport Hotel persisted in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that his conduct and outrageous

inaction would have on the health and safety of the tenants and residents. Defendant Davenport Hotel's conduct and inaction is the embodiment of willful and wanton.

205. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant Davenport Hotel, acting by and through its agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Knowingly placing the tenants and residents of The Davenport at grave and immediate risk of harm;
- b. Failing to maintain The Davenport in a structurally safe and sound condition;
- c. Failing to maintain The Davenport in a structurally safe and sound condition despite obvious and known structural damage and deterioration to the building;
- d. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport;
- e. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport despite being told and warned repeatedly that they needed to be made urgently;
- f. Ignoring the obvious structural damage and deterioration to the building;
- g. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building;
- h. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building despite knowing that such a failure would expose the residents and tenants of The Davenport to an unreasonable and unacceptable risk of serious harm;
- i. Failing to adequately and timely inspect the building and its structural elements to ensure the building was structurally safe;
- j. Hiring inadequate, untrained, and incompetent persons and/or companies to perform inspections, repairs, and/or maintenance on the building, specifically on the west wall in the area of the collapse;

- k. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary;
- l. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits;
- m. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits despite knowing that such a failure would subject his tenants and residents to unreasonable and unacceptable risks of harm;
- n. Failing and refusing to undertake repairs and remediation work necessary to ensure the structural stability of the building;
- o. Intentionally deciding to forego critical structural repairs in an attempt to save money;
- p. Failing to perform adequate and sufficient inspections and due diligence when purchasing and acquiring the building;
- q. Hiring inadequate, untrained, and incompetent persons and/or companies to inspect the building when it was purchased and/or acquired;
- r. Failing to take any action to address the dangerous condition of the west wall upon purchasing and acquiring the building;
- s. Failing to perform appropriate testing and investigation into the structural stability and integrity of the building;
- t. Performing inadequate and ineffective repairs to the west wall;
- u. Knowingly performing inadequate and ineffective repairs to the west wall in an effort to save money, despite knowing that such a failure would expose his tenants and residents of The Davenport to unreasonable and unacceptable risks of harm;
- v. Repeatedly and consistently prioritizing increased profits and money saving measures over the health and safety of the tenants and residents of The Davenport;
- w. Hiring inadequate, untrained, and incompetent persons and/or companies to perform repairs to the west wall;

- x. Ignoring warnings and violations issued by the City of Davenport;
- y. Failing to evacuate the building until such time that the necessary structural repairs could be made;
- z. Failing to warn the tenants and residents of The Davenport that Wold had been notified of significant structural damage to the building;
- aa. Failing to warn the tenants and residents of The Davenport that they were in grave and immediate danger;
- bb. Failing to warn the tenants and residents of The Davenport that the building was not structurally safe;
- cc. Concealing the notices and violations levied by the City of Davenport from the tenants and residents of The Davenport;
- dd. Concealing the results of Select Structural Engineering's inspections, analyses, and reports from the tenants and residents of The Davenport;
- ee. Permitting the structural elements of the west wall to degrade and deteriorate to such an extent that the collapse occurred;
- ff. Permitting the structural elements of the building to degrade and deteriorate to such an extent that the collapse occurred despite being explicitly told that repairs were immediately necessary;
- gg. Allowing residents and people to occupy the building despite knowing of the significant structural damage and deterioration of the building;
- hh. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of;
- ii. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;
- jj. Failing to repair the significant damage and deterioration to the exterior west wall;
- kk. Violating the Davenport Municipal Code;
- ll. Knowingly violating the Davenport Municipal Code;
- mm. Violating the International Building Code;

- nn. Breaching its duties under the Restatement (Second) of Torts and/or Restatement (Third) of Torts;
- oo. Failing to safeguard and protect the tenants and residents of The Davenport despite knowing of the significant structural damage to the building;
- pp. Ignoring countless warning signs and red flags that the building was not structurally safe and was at an imminent risk of collapsing;
- qq. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and regular inspections of the building;
- rr. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and sufficient repair of the building and its structural damage;
- ss. Acting in a willful and wanton manner;
- tt. Persisting in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that its conduct and outrageous inaction would have on the health and safety of the tenants and residents of The Davenport;
- uu. Choosing profits over the safety of the tenants and residents.

206. Defendant Davenport Hotel's conduct, as described herein, demonstrated a willful and wanton disregard for the safety and health of the residents and occupants of The Davenport, including Plaintiff, and for the citizens of Davenport.

207. By reason of the carelessness, negligence, gross negligence, recklessness, and outrageous and willful and wanton conduct of Defendant Davenport Hotel, as aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

208. By conducting himself as set forth herein, Defendant Davenport Hotel's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

209. Defendant Davenport Hotel's acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

210. Defendant Davenport Hotel is jointly and severally liable for the damages alleged herein.

COUNT III – COMMON LAW NEGLIGENCE
(ANDREW WOLD INVESTMENTS, LLC)

211. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

212. Upon information and belief, Defendant AWI owned, operated, and acted as the landlord of The Davenport and as such, had a duty to ensure that the building was maintained in a safe and structurally sound condition.

213. Upon purchasing the property, Defendant AWI had a duty to properly inspect the building using competent professionals and determine whether any work was necessary to protect the health and safety of its soon-to-be tenants and if any issues or hazards were identified, immediately act to abate those issues once acquiring the property.

214. Defendant AWI did none of this and miserably failed to satisfy its duties in this regard.

215. The Davenport Municipal Code, Section 8.15.130(B), provides that as the owner, Defendant AWI's buildings "shall be maintained in a safe and sanitary condition" and that Defendant AWI or its "designated agent shall be responsible for such maintenance."

216. Defendant AWI had a duty to keep The Davenport in a reasonably safe condition, and to guard its tenants and the residents of The Davenport against dangers of which Defendant AWI was aware or might have reasonably foreseen.

217. Defendant AWI had a duty and responsibility to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport.

218. Defendant AWI knew or should have known that failing to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport would foreseeably expose its tenants and the residents of The Davenport to unreasonable and unacceptable risks of severe injury and/or death.

219. Despite this aforementioned knowledge, Defendant AWI knowingly and intentionally failed to respond to warnings and notices concerning the structural stability and safety of The Davenport and consciously chose to subject its tenants and the residents of The Davenport to extreme and unacceptable risks of harm.

220. Defendant AWI had a duty to independently have The Davenport inspected by competent professionals on a regular basis to ensure that no hazardous or imminently dangerous conditions existed and if any such conditions were identified, act immediately to protect its tenants by either correcting the hazard or evacuating his tenants until the dangerous condition could be fixed.

221. Defendant AWI had a duty and responsibility to warn the residents and tenants of The Davenport of unsafe conditions, including any unsafe or dangerous conditions associated with the exterior west wall.

222. Upon receiving the numerous warnings from City officials and from the structural engineer he hired, Defendant AWI had a duty to protect its tenants and the residents of The Davenport by immediately evacuating the building until the building could be made safe.

223. Defendant AWI egregiously and outrageously violated its duties and responsibilities and this tragedy occurred as a direct result.

224. Defendant AWI knew or should have known that its actions, inactions, and omissions posed significant, outrageous, and foreseeable risks of harm to the tenants and residents of The Davenport.

225. Defendant AWI unquestionably failed to take reasonable steps to avoid this tragedy and protect the tenants and residents, including Plaintiff. As a result, Defendant AWI breached his duty of reasonable care in the control, maintenance, and operation of The Davenport.

226. Defendant AWI persisted in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that his conduct and outrageous inaction would have on the health and safety of the tenants and residents. Defendant AWI's conduct and inaction is the embodiment of willful and wanton.

227. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant AWI, acting by and through its agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Knowingly placing the tenants and residents of The Davenport at grave and immediate risk of harm;
- b. Failing to maintain The Davenport in a structurally safe and sound condition;
- c. Failing to maintain The Davenport in a structurally safe and sound condition despite obvious and known structural damage and deterioration to the building;
- d. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport;
- e. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport despite being told and warned repeatedly that they needed to be made urgently;

- f. Ignoring the obvious structural damage and deterioration to the building;
- g. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building;
- h. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building despite knowing that such a failure would expose the residents and tenants of The Davenport to an unreasonable and unacceptable risk of serious harm;
- i. Failing to adequately and timely inspect the building and its structural elements to ensure the building was structurally safe;
- j. Hiring inadequate, untrained, and incompetent persons and/or companies to perform inspections, repairs, and/or maintenance on the building, specifically on the west wall in the area of the collapse;
- k. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary;
- l. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits;
- m. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits despite knowing that such a failure would subject his tenants and residents to unreasonable and unacceptable risks of harm;
- n. Failing and refusing to undertake repairs and remediation work necessary to ensure the structural stability of the building;
- o. Intentionally deciding to forego critical structural repairs in an attempt to save money;
- p. Failing to perform adequate and sufficient inspections and due diligence when purchasing and acquiring the building;
- q. Hiring inadequate, untrained, and incompetent persons and/or companies to inspect the building when it was purchased and/or acquired;
- r. Failing to take any action to address the dangerous condition of the west wall upon purchasing and acquiring the building;

- s. Failing to perform appropriate testing and investigation into the structural stability and integrity of the building;
- t. Performing inadequate and ineffective repairs to the west wall;
- u. Knowingly performing inadequate and ineffective repairs to the west wall in an effort to save money, despite knowing that such a failure would expose his tenants and residents of The Davenport to unreasonable and unacceptable risks of harm;
- v. Repeatedly and consistently prioritizing increased profits and money saving measures over the health and safety of the tenants and residents of The Davenport;
- w. Hiring inadequate, untrained, and incompetent persons and/or companies to perform repairs to the west wall;
- x. Ignoring warnings and violations issued by the City of Davenport;
- y. Failing to evacuate the building until such time that the necessary structural repairs could be made;
- z. Failing to warn the tenants and residents of The Davenport that Wold had been notified of significant structural damage to the building;
- aa. Failing to warn the tenants and residents of The Davenport that they were in grave and immediate danger;
- bb. Failing to warn the tenants and residents of The Davenport that the building was not structurally safe;
- cc. Concealing the notices and violations levied by the City of Davenport from the tenants and residents of The Davenport;
- dd. Concealing the results of Select Structural Engineering's inspections, analyses, and reports from the tenants and residents of The Davenport;
- ee. Permitting the structural elements of the west wall to degrade and deteriorate to such an extent that the collapse occurred;
- ff. Permitting the structural elements of the building to degrade and deteriorate to such an extent that the collapse occurred despite being explicitly told that repairs were immediately necessary;
- gg. Allowing residents and people to occupy the building despite knowing of the significant structural damage and deterioration of the building;

- hh. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of;
- ii. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;
- jj. Failing to repair the significant damage and deterioration to the exterior west wall;
- kk. Violating the Davenport Municipal Code;
- ll. Knowingly violating the Davenport Municipal Code;
- mm. Violating the International Building Code;
- nn. Breaching its duties under the Restatement (Second) of Torts and/or Restatement (Third) of Torts;
- oo. Failing to safeguard and protect the tenants and residents of The Davenport despite knowing of the significant structural damage to the building;
- pp. Ignoring countless warning signs and red flags that the building was not structurally safe and was at an imminent risk of collapsing;
- qq. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and regular inspections of the building;
- rr. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and sufficient repair of the building and its structural damage;
- ss. Acting in a willful and wanton manner;
- tt. Persisting in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that its conduct and outrageous inaction would have on the health and safety of the tenants and residents of The Davenport;
- uu. Choosing profits over the safety of the tenants and residents.

228. Defendant AWI's conduct, as described herein, demonstrated a willful and wanton disregard for the safety and health of the residents and occupants of The Davenport, including Plaintiff, and for the citizens of Davenport.

229. By reason of the carelessness, negligence, gross negligence, recklessness, and outrageous and willful and wanton conduct of Defendant AWI, as aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

230. By conducting himself as set forth herein, Defendant AWI's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

231. Defendant AWI's acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

232. Defendant AWI is jointly and severally liable for the damages alleged herein.

COUNT IV – COMMON LAW NEGLIGENCE
(SELECT STRUCTURAL ENGINEERING, LLC)

233. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

234. Defendant Select Structural Engineering had a duty to hold the health, safety, and welfare of the public, including the tenants and residents of The Davenport, paramount. Defendant's duty in this regard is embodied in the first fundamental canon of the NSPE Code of Ethics for Engineers, which requires that engineers, including Mr. Valliere of Select Structural Engineering "Hold paramount the safety, health, and welfare of the public."

235. Defendant Select Structural Engineering egregiously violated its duty to hold the health, safety, and welfare of the public, including Plaintiff and the other tenants and residents of The Davenport, paramount.

236. Defendant Select Structural Engineering had a duty to adequately and thoroughly inspect The Davenport for any and all signs of structural damage and deterioration, including specifically the exterior west wall.

237. Defendant Select Structural Engineering had a duty to determine whether The Davenport was structurally safe and sound and fit for continued occupancy.

238. Defendant Select Structural Engineering had a duty to ensure that the results of its structural inspections and analyses were adequately communicated to Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport.

239. Defendant Select Structural Engineering had a duty to ensure that the implications and potential consequences of the findings and results of its inspections and analyses on the exterior west wall of The Davenport were thoroughly and adequately communicated to Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport.

240. Defendant Select Structural Engineering had a duty to determine and analyze the risk of an imminent collapse and clearly communicate the results of such an analysis and determination to Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport.

241. Defendant Select Structural Engineering had a duty to take action to ensure that appropriate and necessary corrective measures were put into place by Defendants Wold, Davenport Hotel, AWI, and/or their contractors including Defendant Bi-State Masonry, following any inspection and analysis that determined The Davenport was not structurally safe or was at risk of collapse.

242. Upon performing an inspection on May 23, 2023, just five days before the collapse, and seeing that *none* of the major structural damage identified in February 2023 had been addressed and upon seeing that *none* of the corrective measures recommended in February 2023,

such as adequate bracing and supports, and observing that the structural damage had only gotten worse, Defendant Select Structural Engineering had an unquestionable duty to notify Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport, that the building was at an imminent risk of collapse and immediate action needed to be taken to protect the tenants and residents of the building.

243. Defendant Select Structural Engineering had a duty to call for the immediate evacuation of the building upon observing and recognizing that the exterior west wall was at an imminent risk of collapsing.

244. Defendant Select Structural Engineering failed these aforementioned duties and as a result, The Davenport collapsed on May 28, 2023.

245. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant Select Structural Engineering, acting by and through its agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Knowingly placing the tenants and residents of The Davenport at grave and immediate risk of harm;
- b. Failing to conduct a thorough and adequate structural inspection of The Davenport;
- c. Failing to identify significant structural damage and deficiencies during inspections of The Davenport;
- d. Failing to appropriately call for and demand the immediate evacuation of The Davenport once the imminent risk of the west wall collapsing was recognized;
- e. Failing to appropriately call for and demand the immediate evacuation of The Davenport once the imminent risk of the west wall collapsing was recognized despite knowing that such a failure would foreseeably expose

the tenants and residents of The Davenport to unreasonable and unacceptable risks of severe harm;

- f. Failing to recognize that The Davenport was at an imminent risk of collapsing;
- g. Hiring and employing incompetent, unfit, and negligent structural engineers;
- h. Failing to adequately analyze the risks and dangers presented by the significant structural damage and deterioration identified during its inspections;
- i. Failing to properly determine or analyze whether The Davenport was structurally safe and fit for continued occupancy despite knowing that such a failure would foreseeably expose the tenants and residents of The Davenport to unreasonable and unacceptable risks of severe harm;
- j. Failing to take immediate action to call for the evacuation of The Davenport upon observing on May 23, 2023—five days before the collapse—that none of the recommendations concerning structural supports and bracing were implemented at the west wall of The Davenport;
- k. Failing to take any actions to protect the health, safety, and welfare of the tenants and residents whatsoever upon observing on May 23, 2023—five days before the collapse—that none of the recommendations concerning structural supports and bracing were implemented at the west wall of The Davenport;
- l. Failing to adequately communicate the risks and dangers presented by the significant structural damage and deterioration to the west wall identified during its inspections;
- m. Failing to recognize that The Davenport, and specifically the west wall, was at an imminent risk of collapsing;
- n. Failing to advise and warn that The Davenport, and specifically the west wall, was at an imminent risk of collapsing;
- o. Failing to inform Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport, that the structural repairs must be made properly and immediately otherwise a collapse would occur;
- p. Failing to adequately and thoroughly explain to Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport the consequences and ramifications of a failure or refusal to fix the significant structural damage and deficiencies identified in the inspections;

- q. Failing to advise and/or demand that the building be evacuated until such time that the significant structural damage was repaired and/or otherwise addressed;
- r. Failing to adequately warn Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport and the residents and occupants of The Davenport, including Plaintiff, of the imminent threat posed by the significant structural damage observed;
- s. Failing to demand and/or otherwise ensure that the structural damage was appropriately addressed and/or repaired;
- t. Failing to conduct a proper structural engineering analysis of The Davenport;
- u. Failing to urgently inform Defendants, Wold, Davenport Hotel, AWI, and/or City of Davenport and the residents that immediate emergency action must be taken to protect the lives of the building's residents upon observing the extent of the structural damage to the west wall and further upon observing that none of the recommendations concerning bracing and supports for the west wall had been followed;
- v. Failing to insist that the major structural damage identified be repaired immediately or otherwise evacuate the residents of the building;
- w. Violating its duties and responsibilities under Restatement (Second) of Torts and/or Restatement (Third) of Torts;
- x. Violating its ethical responsibilities under the NSPE Code of Ethics for Engineers, specifically by failing to hold paramount the health, safety, and welfare of the public, including the tenants and residents of The Davenport;
- y. Acting in a willful and wanton manner;
- z. Persisting in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that its conduct would have on the health and safety of the tenants and residents of The Davenport, including Plaintiff.

246. Defendant Select Structural Engineering's conduct, as described herein, demonstrated a willful and wanton disregard for the safety and health of the residents and occupants of The Davenport, including Plaintiff, and for the citizens of Davenport.

247. By reason of the carelessness, negligence, gross negligence, recklessness, and outrageous and willful and wanton conduct of Defendant Select Structural Engineering, as

aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

248. By conducting himself as set forth herein, Defendant Select Structural Engineering's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

249. Defendant Select Structural Engineering's acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

250. Defendant Select Structural Engineering is jointly and severally liable for the damages alleged herein.

COUNT V – COMMON LAW NEGLIGENCE
(BI-STATE MASONRY, INC.)

251. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

252. Upon information and belief, Defendant, Bi-State Masonry, was hired and retained by the Wold Defendants, to perform structural masonry repair work on the exterior west wall of The Davenport.

253. Defendant, Bi-State Masonry, had a duty to thoroughly analyze and evaluate the condition of the subject exterior west wall and identify any and all hazardous conditions requiring repair.

254. Upon identifying any dangerous conditions in need of repair, Defendant, Bi-State Masonry, had a duty to advise the Wold Defendants that the repairs must be timely made.

255. Defendant, Bi-State Masonry, had a duty to install all necessary supports, bracing, and shoring required to provide sufficient structural stability to the exterior west wall while repair work was being performed.

256. Defendant, Bi-State Masonry, had a duty to abide by any and all recommendations or directions provided by the structural engineer hired by the Wold Defendants.

257. Defendant, Bi-State Masonry, had a duty to warn the Wold Defendants, and/or City of Davenport, as well as the tenants of the building, upon observing any dangerous condition that compromised the structural integrity of the building.

258. Defendant, Bi-State Masonry, had a duty to perform its repair work properly and in such a way that would correct the hazards and restore the structural stability the west wall required to remain standing.

259. Defendant, Bi-State Masonry, failed to satisfy each of these aforementioned duties.

260. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant Select Structural Engineering, acting by and through its agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Failing to properly and adequately repair the exterior west wall of The Davenport;
- b. Failing to properly restore structural stability to the exterior west wall of The Davenport;
- c. Performing masonry repair work in an unsatisfactory and negligent manner and in violation of applicable industry standards;
- d. Failing to properly inspect the exterior west wall of The Davenport to identify dangerous conditions;
- e. Failing to appropriately respond to the discovery of dangerous conditions associated with the exterior west wall of The Davenport;
- f. Failing to install sufficient and proper bracing, shoring, and supports for the exterior west wall of The Davenport;

- g. Installing insufficient and improper bracing, shoring, and supports for the exterior west wall of The Davenport;
- h. Failing to follow and abide by recommendations and advice provided by the structural engineer hired by Defendants, Wold, Davenport Hotel, and/or AWI;
- i. Knowingly failing to follow and abide by recommendations and advice provided by the structural engineer hired by Defendants, Wold, Davenport Hotel, and/or AWI despite knowing that such a failure would foreseeably expose the tenants and residents of The Davenport to unreasonable and unacceptable risks of severe harm;
- j. Failing to adequately communicate the extent of the damage to the wall to the Wold Defendants, and/or City of Davenport;
- k. Failing to notify and warn the tenants and residents of The Davenport of the danger posed by the deteriorated and structurally unsound west wall;
- l. Hiring and employing incompetent and unfit personnel and workers;
- m. Ignoring the signs of danger and structural instability associated with the west wall of The Davenport;
- n. Failing to act with due care and failing to act reasonably under the circumstances then and there existing;
- o. Violating its responsibilities under the Restatement (Second) of Torts and/or Restatement (Third) of Torts.

261. By reason of the carelessness, negligence, gross negligence and recklessness of Defendant Bi-State Masonry, as aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

262. By conducting himself as set forth herein, Defendant Bi-State Masonry's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

263. Defendant Bi-State Masonry's acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

264. Defendant Bi-State Masonry is jointly and severally liable for the damages alleged herein.

COUNT VI – COMMON LAW NEGLIGENCE
(CITY OF DAVENPORT)

265. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

266. Defendant City of Davenport had a duty to protect its citizens and specifically the residents of The Davenport.

267. City of Davenport had a responsibility and duty to warn the residents of The Davenport of the dangerous conditions associated with the building's exterior west wall that were previously identified by City of Davenport's inspectors and officials on numerous occasions.

268. City of Davenport had a responsibility and duty to immediately evacuate the building upon learning of the imminently dangerous condition of the exterior west wall.

269. City of Davenport, and specifically Chief Building Official Trishna R. Pradhan, inspected the condition of the exterior west wall on numerous occasions in the months leading up to the collapse, and specifically documented and photographed the extremely dangerous conditions that predictably led to this collapse.

270. Indeed, City of Davenport had repeatedly identified the dangerous structural issues associated with the exterior west wall of the building as early as 2020 and had issued numerous violations to the building owners.

271. Upon information and belief, City of Davenport and Chief Building Official Pradhan had also received copies of the structural engineering reports authored by Mr. Valliere of Select Structural Engineering and were thus explicitly informed as early as February 2023 that the exterior west wall was in imminent danger of a catastrophic collapse.

272. City of Davenport and Chief Building Official Pradhan were also given dire warnings just four days before the collapse when Mr. Valliere noted in his May 24, 2023 report that on the exterior west wall ***“there are several large patches of clay brick façade which are separating from the substrate. These large patches appear ready to fall imminently, which may create a safety hazard to cars or passersby.”***

273. Despite its own determination that the exterior west wall of the building was in a dangerous condition and structurally unstable and receiving alarming notice from Select Structural Engineering that the wall was in imminent danger of collapsing, City of Davenport and Chief Building Official did absolutely nothing to warn or protect the residents of The Davenport and instead allowed the dangerous condition to persist and worsen until the catastrophic collapse occurred.

274. Based on the knowledge and information it had prior to the collapse, there is no question that City of Davenport had a duty to evacuate the residents of The Davenport until the dangerous condition was fixed.

275. City of Davenport exercised sufficient supervision and/or control over the building owner and the contractors performing the work in the months leading up to the collapse for the imposition of liability.

276. City of Davenport was overseeing the owner’s and contractors’ actions and work in relation to the exterior west wall of the building and had the power to direct and decide their actions.

277. City of Davenport unquestionably had the power and authority to shut down the substandard and dangerous work being performed by the contractors in the days leading up to the collapse. Indeed, City of Davenport actually exercised this power and authority on March 1 when

Pradhan's inspection showed that the brick work was not being done in accordance with certain historic site preservation rules.

278. The March 1, 2023 inspection records from City of Davenport Chief Building Official Pradhan demonstrate the supervision and control City of Davenport exercised over the subject work, stating that Pradhan specifically instructed the contractor on the project and the owner on how the work had to be done:

Inspection Performed By: TRISHNA PRADHAN

Completion Date: 2023-03-01

Notes: • The repair work is on-going & is being installed per engineer's design. Please see attached email from the engineer. However, the exterior / finish wythe is also being completed as CMU & I instructed the GC that the exterior wall has to be brick masonry; brick size has to match existing brick. I will email owner as well. • The repair work being completed is in line with structural engineer's report - Exterior finish has to match the historic fabric of the rest of the building/. GC is aware of this- owner is being informed as well. As of 3/1 bi-state was off the job-site because the owner did not agree to their Change order for installing brick outside. Repair work is on-hold but shoring is in place & site is secure. Owner has not submitted new timeline for work to commence.

279. When City of Davenport Chief Building Official Pradhan inspected the building on May 25, 2023, just three days before the collapse, the report from Select Structural Engineering had already been received and it was obvious that the shoring and bracing recommended by the structural engineer were not in place at the time of the inspection. Further, Pradhan was able to observe firsthand the dangerous conditions that the structural engineer identified as being in imminent danger of collapsing.

280. Following the May 25, 2023 inspection, City of Davenport should have immediately evacuated the building and protected the residents.

281. City of Davenport knew or should have known that failing to immediately evacuate the residents and occupants of The Davenport following the May 25, 2023 inspection would foreseeably expose the residents to an unreasonable and unacceptable risk of severe harm.

282. Despite this aforementioned knowledge, City of Davenport knowingly failed to evacuate the residents following the May 25, 2023 inspection.

283. City of Davenport failed to satisfy its critically important duties and responsibilities as outlined herein.

284. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant City of Davenport, acting by and through its agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Knowingly permitting the continued occupancy of The Davenport despite knowing of the extreme and imminent danger of collapse;
- b. Failing to evacuate the building prior to its collapse;
- c. Failing to stop the work being performed on the building prior to the collapse;
- d. Failing to appropriately recognize and/or respond to the signs of severe and imminent danger associated with the exterior west wall of the building;
- e. Failing to ensure the work being done on the building was performed properly and safely;
- f. Ignoring the recommendations and reports of the structural engineer hired by the Wold Defendants;
- g. Failing to perform adequate and proper inspections;
- h. Failing to take corrective action when the dangerous conditions previously identified were not rectified by the building owner(s);
- i. Failing to protect the health and safety of the residents and occupants of the building;
- j. Failing to ensure that proper shoring and bracing were installed;
- k. Ignoring the obvious signs and warnings of danger and imminent collapse;
- l. Ignoring that proper shoring and bracing were not installed;
- m. Failing to timely and appropriate take corrective enforcement actions when the building owner(s) refused to fix the dangerous condition of the subject wall for years;

- n. Permitting the owner to utilize untrained, incompetent, and dangerous contractors for the repair work;
- o. Disregarding the health and safety of the tenants and residents of The Davenport; and
- p. Negligently carrying out its duties with regard to inspections, code enforcement, and protection of its citizens, including the tenants and residents of The Davenport.

285. By reason of the carelessness, negligence, gross negligence and recklessness of Defendant City of Davenport, as aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

286. By conducting himself as set forth herein, Defendant City of Davenport's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

287. Defendant City of Davenport's acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

288. Defendant City of Davenport is jointly and severally liable for the damages alleged herein.

COUNT VII – COMMON LAW NEGLIGENCE
(WAUKEE INVESTMENTS I, LLC)

289. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

290. Defendant Waukee Investments was the prior owner and operator of The Davenport and as such, had a duty to ensure that the building was maintained in a safe and structurally sound condition.

291. Upon purchasing the property and prior to selling it, Waukee Investments had a duty to properly inspect the building using competent professionals and determine whether any

work was necessary to protect the health and safety of its tenants and if any issues or hazards were identified, immediately act to abate those issues.

292. Waukee Investments did none of this and miserably failed to satisfy its duties in this regard.

293. The Davenport Municipal Code, Section 8.15.130(B), provides that as the owner, Waukee Investments' buildings "shall be maintained in a safe and sanitary condition" and that Waukee Investments or its "designated agent shall be responsible for such maintenance."

294. Waukee Investments had a duty to keep The Davenport in a reasonably safe condition, and to guard its tenants and the residents of The Davenport against dangers of which Waukee Investments was aware or might have reasonably foreseen.

295. Waukee Investments had a duty and responsibility to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport.

296. Waukee Investments knew or should have known that failing to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport would foreseeably expose its tenants and the residents of The Davenport to unreasonable and unacceptable risks of severe injury and/or death.

297. Despite this aforementioned knowledge, Waukee Investments knowingly and intentionally failed to respond to warnings and notices concerning the structural stability and safety of The Davenport and consciously chose to subject its tenants and the residents of The Davenport to extreme and unacceptable risks of harm.

298. Waukee Investments had a duty to independently have The Davenport inspected by competent professionals on a regular basis to ensure that no hazardous or imminently dangerous conditions existed and if any such conditions were identified, act immediately to protect its tenants

by either correcting the hazard or evacuating his tenants until the dangerous condition could be fixed.

299. Waukee Investments had a duty and responsibility to warn the residents and tenants of The Davenport of unsafe conditions, including any unsafe or dangerous conditions associated with the exterior west wall.

300. Upon receiving the numerous warnings from City officials, Waukee Investments had a duty to protect its tenants and the residents of The Davenport by immediately evacuating the building until the building could be made safe.

301. Defendant Waukee Investments egregiously and outrageously violated its duties and responsibilities and this tragedy occurred as a direct result.

302. Waukee Investments knew or should have known that its actions, inactions, and omissions posed significant, outrageous, and foreseeable risks of harm to the tenants and residents of The Davenport.

303. Waukee Investments unquestionably failed to take reasonable steps to avoid this tragedy and protect the tenants and residents, including Plaintiff. As a result, Waukee Investments breached his duty of reasonable care in the control, maintenance, and operation of The Davenport.

304. Defendant Waukee Investments persisted in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that his conduct and outrageous inaction would have on the health and safety of the tenants and residents. Waukee Investments' conduct and inaction is the embodiment of willful and wanton.

305. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant Waukee Investments,

acting by and through its agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Knowingly placing the tenants and residents of The Davenport at grave and immediate risk of harm;
- b. Failing to maintain The Davenport in a structurally safe and sound condition;
- c. Failing to maintain The Davenport in a structurally safe and sound condition despite obvious and known structural damage and deterioration to the building;
- d. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport;
- e. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport despite being told and warned repeatedly that they needed to be made urgently;
- f. Ignoring the obvious structural damage and deterioration to the building;
- g. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building;
- h. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building despite knowing that such a failure would expose the residents and tenants of The Davenport to an unreasonable and unacceptable risk of serious harm;
- i. Failing to adequately and timely inspect the building and its structural elements to ensure the building was structurally safe;
- j. Hiring inadequate, untrained, and incompetent persons and/or companies to perform inspections, repairs, and/or maintenance on the building, specifically on the west wall in the area of the collapse;
- k. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary;
- l. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits;

- m. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits despite knowing that such a failure would subject his tenants and residents to unreasonable and unacceptable risks of harm;
- n. Failing and refusing to undertake repairs and remediation work necessary to ensure the structural stability of the building;
- o. Intentionally deciding to forego critical structural repairs in an attempt to save money;
- p. Failing to perform adequate and sufficient inspections and due diligence when purchasing and acquiring the building;
- q. Hiring inadequate, untrained, and incompetent persons and/or companies to inspect the building when it was purchased and/or acquired;
- r. Failing to take any action to address the dangerous condition of the west wall upon purchasing and acquiring the building;
- s. Failing to perform appropriate testing and investigation into the structural stability and integrity of the building;
- t. Performing inadequate and ineffective repairs to the west wall;
- u. Knowingly performing inadequate and ineffective repairs to the west wall in an effort to save money, despite knowing that such a failure would expose his tenants and residents of The Davenport to unreasonable and unacceptable risks of harm;
- v. Repeatedly and consistently prioritizing increased profits and money saving measures over the health and safety of the tenants and residents of The Davenport;
- w. Hiring inadequate, untrained, and incompetent persons and/or companies to perform repairs to the west wall;
- x. Ignoring warnings and violations issued by the City of Davenport;
- y. Failing to evacuate the building until such time that the necessary structural repairs could be made;
- z. Failing to warn the tenants and residents of The Davenport that Wold had been notified of significant structural damage to the building;

- aa. Failing to warn the tenants and residents of The Davenport that they were in grave and immediate danger;
- bb. Failing to warn the tenants and residents of The Davenport that the building was not structurally safe;
- cc. Concealing the notices and violations levied by the City of Davenport from the tenants and residents of The Davenport;
- dd. Concealing the results of Select Structural Engineering's inspections, analyses, and reports from the tenants and residents of The Davenport;
- ee. Permitting the structural elements of the west wall to degrade and deteriorate to such an extent that the collapse occurred;
- ff. Permitting the structural elements of the building to degrade and deteriorate to such an extent that the collapse occurred despite being explicitly told that repairs were immediately necessary;
- gg. Allowing residents and people to occupy the building despite knowing of the significant structural damage and deterioration of the building;
- hh. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of;
- ii. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;
- jj. Failing to repair the significant damage and deterioration to the exterior west wall;
- kk. Violating the Davenport Municipal Code;
- ll. Knowingly violating the Davenport Municipal Code;
- mm. Violating the International Building Code;
- nn. Breaching its duties under the Restatement (Second) of Torts and/or Restatement (Third) of Torts;
- oo. Failing to safeguard and protect the tenants and residents of The Davenport despite knowing of the significant structural damage to the building;

- pp. Ignoring countless warning signs and red flags that the building was not structurally safe and was at an imminent risk of collapsing;
- qq. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and regular inspections of the building;
- rr. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and sufficient repair of the building and its structural damage;
- ss. Acting in a willful and wanton manner;
- tt. Persisting in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that its conduct and outrageous inaction would have on the health and safety of the tenants and residents of The Davenport;
- uu. Choosing profits over the safety of the tenants and residents.

306. Defendant Waukee Investments' conduct, as described herein, demonstrated a willful and wanton disregard for the safety and health of the residents and occupants of The Davenport, including Plaintiff, and for the citizens of Davenport.

307. By reason of the carelessness, negligence, gross negligence, recklessness, and outrageous and willful and wanton conduct of Defendant Waukee Investments, as aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

308. By conducting himself as set forth herein, Defendant Waukee Investments' acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

309. Defendant Waukee Investments' acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

310. Defendant Waukee Investments is jointly and severally liable for the damages alleged herein.

COUNT VIII – COMMON LAW NEGLIGENCE
(PARKWILD PROPERTIES, L.C.)

311. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

312. Upon information and belief, Defendant Parkwild was the prior property manager of The Davenport and as such, had a duty to ensure that the building was maintained in a safe and structurally sound condition.

313. Upon taking over management of The Davenport, Parkwild had a duty to properly inspect the building using competent professionals and determine whether any work was necessary to protect the health and safety of the tenants and if any issues or hazards were identified, immediately act to abate those issues.

314. Parkwild did none of this and miserably failed to satisfy its duties in this regard.

315. The Davenport Municipal Code, Section 8.15.130(B), provides that as the owner, Waukee Investments' buildings "shall be maintained in a safe and sanitary condition" and that Waukee Investments or its "designated agent shall be responsible for such maintenance." Defendant Parkwild was one such designated agent for Defendant Waukee Investments.

316. Parkwild had a duty to keep The Davenport in a reasonably safe condition, and to guard its tenants and the residents of The Davenport against dangers of which Parkwild was aware or might have reasonably foreseen.

317. Parkwild had a duty and responsibility to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport.

318. Parkwild knew or should have known that failing to timely and appropriately respond to warnings and notices concerning the structural stability and safety of The Davenport

would foreseeably expose the tenants and the residents of The Davenport to unreasonable and unacceptable risks of severe injury and/or death.

319. Despite this aforementioned knowledge, Parkwild knowingly and intentionally failed to respond to warnings and notices concerning the structural stability and safety of The Davenport and consciously chose to subject the tenants and the residents of The Davenport to extreme and unacceptable risks of harm.

320. Parkwild had a duty to independently have The Davenport inspected by competent professionals on a regular basis to ensure that no hazardous or imminently dangerous conditions existed and if any such conditions were identified, act immediately to protect its tenants by either correcting the hazard or evacuating its tenants until the dangerous condition could be fixed.

321. Parkwild had a duty and responsibility to warn the residents and tenants of The Davenport of unsafe conditions, including any unsafe or dangerous conditions associated with the exterior west wall.

322. Upon receiving the numerous warnings from City officials, Parkwild had a duty to protect the tenants and the residents of The Davenport by immediately evacuating the building until the building could be made safe.

323. Defendant Parkwild egregiously and outrageously violated its duties and responsibilities and this tragedy occurred as a direct result.

324. Parkwild knew or should have known that its actions, inactions, and omissions posed significant, outrageous, and foreseeable risks of harm to the tenants and residents of The Davenport.

325. Parkwild unquestionably failed to take reasonable steps to avoid this tragedy and protect the tenants and residents, including Plaintiff. As a result, Parkwild breached his duty of reasonable care in the control, maintenance, and operation of The Davenport.

326. Defendant Parkwild persisted in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that his conduct and outrageous inaction would have on the health and safety of the tenants and residents. Parkwild's conduct and inaction is the embodiment of willful and wanton.

327. This horrific structural collapse and the immense damages caused thereby and suffered by Plaintiffs and others were caused by the negligence, carelessness, gross negligence, recklessness, outrageous and willful and wanton conduct of Defendant Parkwild, acting by and through its agents, servants, workmen, employees, and/or ostensible agents, both generally and in the following particular respects:

- a. Knowingly placing the tenants and residents of The Davenport at grave and immediate risk of harm;
- b. Failing to maintain The Davenport in a structurally safe and sound condition;
- c. Failing to maintain The Davenport in a structurally safe and sound condition despite obvious and known structural damage and deterioration to the building;
- d. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport;
- e. Failing to make the structural repairs necessary to ensure the structural stability of The Davenport despite being told and warned repeatedly that they needed to be made urgently;
- f. Ignoring the obvious structural damage and deterioration to the building;
- g. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building;

- h. Failing to heed the warnings and recommendations provided by others in regards to the structural integrity of the building despite knowing that such a failure would expose the residents and tenants of The Davenport to an unreasonable and unacceptable risk of serious harm;
- i. Failing to adequately and timely inspect the building and its structural elements to ensure the building was structurally safe;
- j. Hiring inadequate, untrained, and incompetent persons and/or companies to perform inspections, repairs, and/or maintenance on the building, specifically on the west wall in the area of the collapse;
- k. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary;
- l. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits;
- m. Intentionally failing and refusing to install critically important safety bracing and shoring to support the structural stability of the west wall, despite being told by others that it was necessary, and doing so for purely financial considerations and the desire for increased profits despite knowing that such a failure would subject his tenants and residents to unreasonable and unacceptable risks of harm;
- n. Failing and refusing to undertake repairs and remediation work necessary to ensure the structural stability of the building;
- o. Intentionally deciding to forego critical structural repairs in an attempt to save money;
- p. Failing to perform adequate and sufficient inspections and due diligence when purchasing and acquiring the building;
- q. Hiring inadequate, untrained, and incompetent persons and/or companies to inspect the building when it was purchased and/or acquired;
- r. Failing to take any action to address the dangerous condition of the west wall upon purchasing and acquiring the building;
- s. Failing to perform appropriate testing and investigation into the structural stability and integrity of the building;
- t. Performing inadequate and ineffective repairs to the west wall;

- u. Knowingly performing inadequate and ineffective repairs to the west wall in an effort to save money, despite knowing that such a failure would expose his tenants and residents of The Davenport to unreasonable and unacceptable risks of harm;
- v. Repeatedly and consistently prioritizing increased profits and money saving measures over the health and safety of the tenants and residents of The Davenport;
- w. Hiring inadequate, untrained, and incompetent persons and/or companies to perform repairs to the west wall;
- x. Ignoring warnings and violations issued by the City of Davenport;
- y. Failing to evacuate the building until such time that the necessary structural repairs could be made;
- z. Failing to warn the tenants and residents of The Davenport that Wold had been notified of significant structural damage to the building;
- aa. Failing to warn the tenants and residents of The Davenport that they were in grave and immediate danger;
- bb. Failing to warn the tenants and residents of The Davenport that the building was not structurally safe;
- cc. Concealing the notices and violations levied by the City of Davenport from the tenants and residents of The Davenport;
- dd. Concealing the results of Select Structural Engineering's inspections, analyses, and reports from the tenants and residents of The Davenport;
- ee. Permitting the structural elements of the west wall to degrade and deteriorate to such an extent that the collapse occurred;
- ff. Permitting the structural elements of the building to degrade and deteriorate to such an extent that the collapse occurred despite being explicitly told that repairs were immediately necessary;
- gg. Allowing residents and people to occupy the building despite knowing of the significant structural damage and deterioration of the building;
- hh. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage Defendant was aware of;
- ii. Failing to hire and/or retain professionals to perform the necessary repair and/or remediation work related to the significant structural damage

Defendant was aware of despite knowing that such a failure would expose the residents and occupants of the building to the unreasonable and unacceptable risk of severe harm;

- jj. Failing to repair the significant damage and deterioration to the exterior west wall;
- kk. Violating the Davenport Municipal Code;
- ll. Knowingly violating the Davenport Municipal Code;
- mm. Violating the International Building Code;
- nn. Breaching its duties under the Restatement (Second) of Torts and/or Restatement (Third) of Torts;
- oo. Failing to safeguard and protect the tenants and residents of The Davenport despite knowing of the significant structural damage to the building;
- pp. Ignoring countless warning signs and red flags that the building was not structurally safe and was at an imminent risk of collapsing;
- qq. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and regular inspections of the building;
- rr. Failing to develop and implement appropriate policies, procedures, plans and/or protocols for the timely and sufficient repair of the building and its structural damage;
- ss. Acting in a willful and wanton manner;
- tt. Persisting in a course of conduct which exhibited absolutely no care and a total disregard for the consequences that its conduct and outrageous inaction would have on the health and safety of the tenants and residents of The Davenport;
- uu. Choosing profits over the safety of the tenants and residents.

328. Defendant Parkwild's conduct, as described herein, demonstrated a willful and wanton disregard for the safety and health of the residents and occupants of The Davenport, including Plaintiff, and for the citizens of Davenport.

329. By reason of the carelessness, negligence, gross negligence, recklessness, and outrageous and willful and wanton conduct of Defendant Parkwild, as aforesaid, Plaintiff was caused to sustain the serious and permanent injuries and damages as set forth herein.

330. By conducting himself as set forth herein, Defendant Parkwild's acts and/or omissions were a substantial factor in, a factual cause of, and/or increased the risk of harm to Plaintiff.

331. Defendant Parkwild's acts and/or omissions were the direct and proximate cause of the damages sustained by Plaintiff.

332. Defendant Parkwild is jointly and severally liable for the damages alleged herein.

COUNT IX – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(ALL DEFENDANTS)

333. Plaintiff hereby incorporates by reference as though fully set forth herein all the preceding paragraphs of this Petition.

334. Plaintiff was a tenant of The Davenport and was in the building when the partial collapse occurred. Plaintiff was in the zone of danger and contemporaneously experienced the terrifying collapse.

335. The tenants of The Davenport, including Plaintiff, relied on the Defendants herein to ensure that the building in which they lived was safe for occupancy and that it would not suffer a catastrophic structural collapse.

336. It was unquestionably foreseeable to all Defendants that a negligent performance of their duties, as described herein, would expose the tenants, including Plaintiff, to the risk of not only grave physical harm, but emotional distress as well.

337. Defendants had knowledge and notice that their negligent acts would foreseeably cause emotional harm to the tenants of The Davenport, including specifically Plaintiff.

338. Immediately after the catastrophic collapse occurred and as Plaintiff made her way down the stairs and out of the building, she struggled to breathe as she inhaled copious amounts of dust and debris, as well as the asbestos that filled this nearly 120-year-old building.

339. Plaintiff waded through significant amounts of water that flooded the halls as a result of the pipes being broken open, and *she was struck in the head multiple times by falling drywall and other debris*. These traumas have resulted in physical injuries to Plaintiff.

340. Plaintiff has also sustained, by reason of the terrifying events she endured and by reason of her physical injuries, significant emotional distress and psychological harm.

341. Defendants are jointly and severally liable for the damages alleged and claimed herein.

DAMAGES

342. As a result of the collapse, Plaintiff, Dayna Feuerbach;

- a. Suffered injuries to physical wellbeing;
- b. Suffered head trauma;
- c. Continues to suffer injuries to her physical wellbeing, and said injuries are permanent in nature;
- d. Suffered injuries to her psychological and emotional wellbeing;
- e. Continues to suffer injuries to her psychological and emotional wellbeing, and said injuries are permanent in nature;
- f. Will be compelled to submit to medical attention and will require future medical attention;
- g. Incurred past medical expenses and will incur future medical expenses;
- h. Incurred and will continue to incur physical pain and suffering;
- i. Incurred and will continue to incur psychological and emotional pain and suffering;
- j. Incurred and will continued to incur mental pain and suffering, and loss of enjoyment of life;

- k. Incurred and will continue to incur a loss of full mind and body;
- l. Incurred a loss of income and loss of future earning capacity;
- m. Incurred an economic loss for the value of all possessions lost in the collapse and subsequent demolition.

WHEREFORE, Plaintiff prays the Court enter a judgment on her behalf and against the Defendants, in an amount that will fairly and adequately compensate her for the damages described herein, as well as punitive damages, together and with interest and costs all as provided by law.

JURY DEMAND

Pursuant to Civil Rule 1.902 Plaintiff hereby demands a trial by jury as to all issues contained herein.

Dated this 5th day of June, 2023.

By: Christopher D. Stombaugh
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**To apply Pro Hac Vice*

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