

**COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA –Civil  
Action**

STUARD BALDONADO

Plaintiff,

Civil Action No.

v.

DUQUESNE UNIVERSITY,  
a Pennsylvania Corporation,

Defendant.

**COMPLAINT**

Plaintiff STUARD BALDONADO, by and through his attorneys, WEXLER TORISEVA WALLACE LLP and DE LA O, MARKO, MAGOLNICK & LEYTON, brings this action and alleges the following upon information and belief:

**NATURE OF THE ACTION**

This is an action to recover damages for personal injuries suffered by Plaintiff Stuard Baldonado as a direct and proximate result of the Defendant Duquesne University Corporation's (hereinafter referred to alternatively as "Duquesne"), negligent and wrongful conduct in failing to provide and enforce adequate security on the Duquesne campus. As a result of Duquesne's negligence, Baldonado was shot by armed assailants who were allowed access to a Duquesne-sanctioned event despite the fact that those placed in a position of authority at the event had actual or constructive knowledge of potential criminal activity and had the absolute ability to prevent the shooting.

**JURISDICTION AND VENUE**

1. At all times relevant hereto, Duquesne was responsible for the operation and maintenance of the Duquesne campus located in downtown Pittsburgh, Pennsylvania.

Duquesne's responsibilities and obligations include providing adequate security for the students on the Duquesne campus, including but not limited to, at university-sanctioned events.

2. As a direct and proximate result of Duquesne's failure to provide adequate security on campus during university-sanctioned school dance, Baldonado has suffered and will continue to suffer injuries including, without limitation, physical, mental and economic loss, pain and suffering, and will continue to experience such injuries indefinitely.

3. Baldonado has incurred and will incur significant medical, hospital, monitoring and rehabilitative pharmaceutical expenses, and lost wages.

4. Venue is proper in Allegheny County because Duquesne was located in this county, and the incident which is the subject of this action occurred on the Duquesne campus.

5. The amount claimed exceeds the jurisdictional amount for mandatory arbitration in Allegheny County, Pennsylvania.

### **PARTIES**

6. Baldonado is and was at all times hereinafter mentioned residing on the Duquesne campus in Pittsburgh, Pennsylvania.

7. Duquesne is a corporation incorporated under the laws of the state of Pennsylvania, with its principal place of business located in Pittsburgh, Pennsylvania.

### **FACTUAL ALLEGATIONS**

8. Baldonado became enrolled as a junior at Duquesne after having received a basketball scholarship in Spring 2006. Baldonado transferred to Duquesne from Miami-Dade Community College in Miami, Florida where he was an All-American and a conference player of the year.

9. On September 17, 2006, shortly after the start of the Fall semester, Duquesne held a "back to school" dance in the ballroom of the Duquesne Union, the student campus center. The

dance, which was sponsored by Duquesne's Black Student Union, was open to Duquesne students, students from other area colleges and non-student guests.

10. At all relevant times, Duquesne was responsible for knowing and approving the security procedures that were going to be in effect during the "back to school dance" and for ensuring that proper and adequate security was present at the university-sanctioned event.

11. At all relevant times, Duquesne knew or reasonably should have known that the Black Student Union intended to have a student doorman at the door of the ballroom.

12. While the dance was in progress, Brittany Jones ("Jones"), a Duquesne student, arrived at the student union, along with four (4) men, none of whom were students at Duquesne. At least two (2) of the men with Jones were carrying concealed weapons and intended to bring the weapons into the dance at the student union if they were granted access to the ballroom.

13. Prior to any of the armed men entering the Duquesne Union ballroom, Jones approached the doorman at the student union and specifically asked the doorman whether any of the men with her would be frisked at the door. Rather than alerting the campus police who were present inside the ballroom about Jones' inquiry, or taking other similar reasonable steps, the doorman simply responded that they would not be frisked and allowed Jones and the armed men to enter the ballroom.

14. Baldonado, along with other members of the Duquesne basketball team, arrived at the dance at approximately 11:00 p.m.

15. At around 2 a.m., as the dance was ending, Baldonado and his friends left the student union.

16. Once outside the student union, Baldonado and his friends were accosted by the group of men who had attended the dance with Jones and who were apparently upset that one of the girls in their group was paying attention to Baldonado's group of friends.

17. The armed men showed their weapons to Baldonado and his friends, who turned to walk away and avoid any confrontation.

18. Nonetheless, two of the armed men began shooting at Baldonado's group, firing at least 12 bullets and hitting five of the players, including Baldonado. The bullet that struck Baldonado hit an artery in his arm, then continued through his chest, missing his spine by a centimeter.

19. Baldonado was rushed by a fellow student from the campus to the hospital for care and treatment of his injuries. The injuries were severe and are permanent.

20. But for the fact that the gunmen were allowed access to the student union ballroom while carrying weapons, Baldonado and the others would not have been shot.

21. Given Jones' question to the doorman at the student as to whether her friends would be frisked, it was reasonably foreseeable that the people accompanying Jones into the dance were planning to commit a crime on the Duquesne campus such that Duquesne should have taken reasonable steps to prevent the criminal activity.

**CAUSE OF ACTION AGAINST DUQUESNE – NEGLIGENCE**

22. Baldonado repeats, reiterates and realleges each and every allegation of this Complaint contained in paragraphs 1 through 21 above, with the same force and effect as if fully set forth herein.

23. At all relevant times, Duquesne had a duty to Baldonado and the other students on the campus to exercise reasonable care in the operation and maintenance of the campus, including, but not limited to, providing proper and adequate security on the campus.

24. Duquesne breached its duty of reasonable care to Baldonado in that, after having assumed the responsibility to provide security, it failed to adequately and properly provide security at the “back to school” dance held on campus in the ballroom at the Duquesne Student Union.

25. The shooting described herein was reasonably foreseeable and, in fact, Duquesne had actual notice of potential criminal activity, as well as the opportunity to prevent the shooting.

26. Baldonado’s injuries and damages, as alleged herein, were and are the direct and proximate result of the carelessness and negligence of Duquesne.

27. Duquesne knew or should have known that its students, such as Baldonado, would foreseeably suffer injury as a result of Duquesne’s failure to exercise reasonable and ordinary care in providing security on the Duquesne campus.

28. As a direct and proximate result of Duquesne’s negligence, Baldonado was shot and has suffered severe and permanent physical injuries, as well as severe emotional distress. He has endured substantial pain and suffering, including but not limited to, significant injuries to his arm and back. Baldonado has incurred significant expenses for medical care and treatment, and will continue to incur such expenses in the future. Baldonado has suffered a significant loss of earning capacity. Baldonado has suffered and will continue to suffer economic loss, and has otherwise been physically, emotionally and economically injured. Baldonado’s injuries and damages are permanent and will continue into the future.

**WHEREFORE**, Plaintiff Stuard Baldonado prays for judgment against Duquesne for actual damages in an amount to be determined at trial; post-judgment interest; the costs and the expenses of this litigation; and such other relief as the Court deems necessary, just and proper.

Date:

**DEMAND FOR JURY TRIAL**

Baldonado hereby demands trial by jury as to all issues.

Respectfully submitted by,

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