

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

TAMMY MARTIN,

Plaintiff,

v.

ARTHUR FELS COMPANY,

Serve Registered Agent:

Steven Trenton

4900 Main Street – Suite 760

Kansas City, Missouri 64112

Case No.:

Division:

**FAMILY DOLLAR STORES OF
MISSOURI, LLC,**

Serve Registered Agent:

CSC-Lawyers Incorporating Service

Company

221 Bolivar St.

Jefferson City, MO 65101

and

FAMILY DOLLAR, INC.,

Serve Registered Agent:

CSC-Lawyers Incorporating Service

Company

221 Bolivar St.

Jefferson City, MO 65101

Defendants.

PETITION FOR DAMAGES

COMES NOW Plaintiff Tammy Martin, by and through counsel, and states the following causes of action against Defendants Arthur Fels Company, Family Dollar Stores of Missouri, LLC, and Family Dollar, Inc. (collectively “Defendants”):

PARTIES

1. At all relevant times, Plaintiff Tammy Martin (“Plaintiff”) resided in Jackson County, Missouri.

2. At all relevant times, Defendant Arthur Fels Company (“Defendant Arthur Fels”) is and was a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in the State of Missouri. Defendant Arthur Fels does business and owns property within the State of Missouri and may be served through its registered agent at the address listed in the caption above.

3. At all relevant times, Defendant Family Dollar Stores of Missouri, LLC (“Defendant Family Dollar Missouri”) is and was a limited liability company organized and existing under the laws of the State of Virginia, with its principal place of business in the State of Virginia. Defendant Family Dollar Missouri does business within the State of Missouri and may be served through its registered agent at the address listed in the caption above.

4. At all relevant times, Defendant Family Dollar, Inc. (“Defendant Family Dollar”) is and was a corporation organized and existing under the laws of the State of North Carolina, with its principal place of business in the State of Virginia. Defendant Family Dollar does business within the State of Missouri and may be served through its registered agent at the address listed in the caption above.

5. At the time of the negligent acts and occurrences complained of herein, and at all times mentioned, Defendant Family Dollar was acting by and through its agent, Defendant Family Dollar Missouri.

6. At the time of the negligent acts and occurrences complained of herein, and at all times mentioned, Defendant Family Dollar exercised complete domination over Defendant Family Dollar Missouri.

JURISDICTION AND VENUE

7. Defendants are subject to jurisdiction in this Court pursuant to RSMo. § 506.500 as this cause of action arises from Defendants': transaction of business and making of contracts within the State of Missouri; commission of tortious acts within the State of Missouri; and ownership, use, and possession of real estate within the State of Missouri.

8. Defendants are subject to general jurisdiction in this Court in that they have substantial, continuous and systematic contacts with the State of Missouri through the distribution of products and services within the state, and transaction of business within the state. Defendants regularly distribute products and services in the State of Missouri, maintain business relationships within the State of Missouri, have agents in the State of Missouri, and regularly advertise and distribute their products and services in the State of Missouri.

9. Venue is proper in this Court in that the incident occurred and Plaintiff was first injured in Kansas City, Jackson County, Missouri.

FACTUAL ALLEGATIONS APPLICABLE TO ALL COUNTS

10. On July 27, 2025, Plaintiff was a customer at the Family Dollar store located at 3726 Broadway, Kansas City, MO 64111 ("The Store").

11. At all relevant times, Defendant Arthur Fels owned the property upon which The Store was located.

12. At all relevant times, The Store was owned and/or exclusively controlled, operated, possessed, managed and/or maintained by Defendant Family Dollar and Defendant Family Dollar Missouri.

13. On July 27, 2025, while Plaintiff was shopping in The Store, the roof collapsed, falling directly onto Plaintiff, crushing her.

14. The heavy debris which fell onto Plaintiff caused severe and permanent injuries to Plaintiff's entire body, including but not limited to her head, face, neck, back, spine, pelvis, arms, hands, and legs.

15. Defendants had a duty to maintain The Store and its structural integrity, including the roof, in a reasonably safe manner.

16. Defendants had a duty to inspect The Store, including the roof, to make sure it was in a reasonably safe condition.

17. Defendants had a duty to inspect The Store, including the roof, to discover possible hazardous, dangerous, or deceptive conditions.

18. Defendants had a duty to warn invitees, including Plaintiff, if Defendants knew The Store was not reasonably safe or should have discovered The Store was not reasonably safe with ordinary or reasonable care.

19. Defendants had a duty to warn invitees, including Plaintiff, of any hazardous, dangerous, or deceptive conditions that Defendants knew or should have discovered with ordinary or reasonable care.

20. Defendants had a duty to exercise reasonable care to make The Store safe, including the roof, and prevent foreseeable injuries to invitees, including Plaintiff.

21. In 2016, a vehicle crashed into The Store, knocking down a support pillar in the front of the building.

22. The support pillar that was damaged in 2016 was never replaced or repaired by Defendants.

23. Prior to July 27, 2025, Defendants were notified that the roof of The Store looked as if it was going to fall.

24. On July 27, 2025, Defendants were notified that the roof of The Store looked as if it was going to fall.

25. Defendants knew the roof of The Store was at risk of falling and the building was not structurally stable prior to July 27, 2025.

26. Defendants knew or should have known The Store, including the roof, was not reasonably safe.

27. Defendant made the conscious decision to not close The Store or warn invitees that The Store, including the roof, was not reasonably safe.

28. Defendants failed to maintain The Store and the structural integrity of The Store, including the roof, in a reasonably safe manner.

29. Defendants failed to inspect The Store, including the roof, to make sure it was in a reasonably safe condition.

30. Defendants failed to inspect The Store, including the roof, to discover possible hazardous, dangerous, or deceptive conditions.

31. Defendants knew The Store was not reasonably safe or should have discovered The Store was not reasonably safe with ordinary or reasonable care and failed to warn invitees, including Plaintiff.

32. Defendants failed to warn invitees, including Plaintiff, of the hazardous, dangerous, or deceptive conditions that Defendants knew or should have discovered with ordinary or reasonable care.

33. Defendants failed to exercise reasonable care to make The Store safe, including the roof, and prevent foreseeable injuries to invitees, including Plaintiff.

PREMISES LIABILITY

34. Plaintiff incorporates by reference each and every preceding allegation as if fully stated herein.

35. At all times relevant, Defendants owed Plaintiff and other invitees a duty to maintain a reasonably safe premise, free from unreasonably hazardous, dangerous, or deceptive conditions or defects.

36. At all times relevant, Defendants owed Plaintiff and other invitees a duty to inspect and maintain the structural integrity of The Store, including the roof.

37. On July 27, 2025, The Store was owned and/or exclusively possessed, controlled, operated, maintained, and/or managed by Defendants.

38. On July 27, 2025, The Store contained an unreasonably hazardous, dangerous, or deceptive condition and defect - namely a building that was not structurally sound and sagging roof.

39. The unreasonably hazardous, dangerous, and deceptive conditions and defects at The Store exposed invitees, including Plaintiff, and the general public to an unreasonable risk of injury.

40. By using ordinary care, Defendants knew, or could have known, that The Store was not reasonably safe, and that it could cause serious bodily harm to invitees, including Plaintiff, and the general public.

41. Defendants failed to use reasonable ordinary care in each of the following respects:

- a. Defendants failed to use reasonable care to make The Store reasonably safe;
- b. Defendants failed to use reasonable care to prevent foreseeable injuries or death to invitees and the general public;
- c. Defendants failed to warn invitees, including Plaintiff, and the general public that The Store contained an unreasonably hazardous, dangerous, or deceptive condition and defect;
- d. Defendants failed to repair the roof and/or the structural integrity of the building;
- e. Defendants failed to close The Store when it knew The Store was not reasonably safe; and
- f. Defendants failed to inspect The Store to determine the severity of the visibly apparent dangerous condition.

42. As a direct and proximate result of Defendants' failures, Plaintiff suffered serious and permanent injuries to her entire body, including but not limited to her head, face, neck, back, spine, pelvis, arms, hands, and legs.

43. As a direct and proximate result of Defendants' failures, Plaintiff suffered the above referenced injuries which resulted in substantial healthcare expense, loss of enjoyment of life, permanent disability, pain and suffering, future healthcare treatment and expense, and loss of earning capacity and lost wages, all in the past and is reasonably likely to incur same in the future.

WHEREFORE, Plaintiff Tammy Martin prays for judgment against Defendants, jointly and severally, for compensatory damages in excess of \$25,000, together with interest and costs, and for such other and further relief as the Court deems just and proper.

NEGLIGENCE

44. Plaintiff incorporates by reference each and every preceding allegation as if fully stated herein.

45. At all times relevant, Defendants owned, controlled, operated, managed, and/or maintained The Store.

46. Defendants owed a duty to Plaintiff and other invitees to provide a safe environment in The Store.

47. Defendants owed a duty to protect Plaintiff and other invitees from foreseeable risks posed by the unreasonably hazardous, dangerous, or deceptive conditions and defects set forth above.

48. Defendants breached their respective duties to Plaintiff in each of the following respects:

- a. Defendants failed to use reasonable care to make The Store reasonably safe;
- b. Defendants failed to use reasonable care to prevent foreseeable injuries or death to invitees and the general public;
- c. Defendants failed to warn invitees, including Plaintiff, and the general public that The Store contained an unreasonably hazardous, dangerous, or deceptive condition and defect;
- d. Defendants failed to repair the roof and/or the structural integrity of the building;

- e. Defendants failed to close The Store when it knew The Store was not reasonably safe; and
- f. Defendants failed to inspect The Store to determine the severity of the visibly apparent dangerous condition.

49. As a direct and proximate result of Defendants' breach, Plaintiff suffered serious and permanent injuries to her entire body, including but not limited to her pelvis, head, neck, back, spine, arms, hands, face, and legs.

50. As a direct and proximate result of Defendants' breach, Plaintiff suffered the above referenced injuries which resulted in substantial healthcare expense, loss of enjoyment of life, permanent disability, pain and suffering, future healthcare treatment and expense, and loss of earning capacity and lost wages, all in the past and is reasonably likely to incur same in the future.

WHEREFORE, Plaintiff Tammy Martin prays for judgment against Defendants, jointly and severally, for compensatory damages in excess of \$25,000, together with interest and costs, and for such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiff hereby requests a jury in this case for all issues so triable.

Respectfully Submitted,

SWL INJURY LAWYERS, LLC

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