

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

STEPHEN FANTHAM, )  
64 Whitby Street )  
Bracken Ridge QLD 4017 )  
Brisbane, Australia )

and )

TRISTINE FANTHAM, )  
64 Whitby Street )  
Bracken Ridge QLD 4017 )  
Brisbane, Australia )

Plaintiffs, )

v. )

RONCO CONSULTING CORPORATION, )  
2300 N Street, N.W. )  
Suite 2100 )  
Washington, D.C. 20037 )

SERVE: )  
CORPORATION SERVICE COMPANY, )  
1090 Vermont Avenue, N.W. )  
Washington, D.C. 20005 )

Defendant. )

Case No:

**COMPLAINT AND JURY TRIAL DEMAND**

COMES NOW Plaintiffs Stephen Fantham and Tristine Fantham, by undersigned counsel, and for their Complaint against Defendant RONCO Consulting Corporation, states as follows:

### **NATURE OF THE ACTION**

1. The claims for negligence, professional negligence, negligence *per se*, loss of consortium and *respondeat superior* arise from an incident that occurred on April 21, 2009 near Juba in Sudan, Africa. Plaintiff Stephen Fantham (“Fantham”), while working for the United Nations Mine Action Office (“UNMAO”), stepped on a land mine and suffered severe and permanent injuries to his right leg, including a below the knee amputation. Defendant, RONCO Consulting Corporation (“RONCO”), an American corporation, had previously conducted mine clearing operations of the exact same area where the incident occurred and certified that this area was clear of all land mines on April 2, 2008.

2. After the incident, the United Nations convened a Board of Inquiry to investigate. In its report, the Board of Inquiry found that RONCO failed to locate the mine that exploded on April 21, 2009 as well as three other mines in the area. The Board of Inquiry also concluded that there was no evidence of any re-mining between April 2, 2008 and April 21, 2009 and that Fantham was entirely blameless for the incident. As a result of RONCO’s negligence, Plaintiff Stephen Fantham has suffered severe and irreparable injuries and Plaintiff Tristine Fantham has been deprived of the continuance of a healthy and happy marriage to Plaintiff Stephen Fantham.

### **THE PARTIES**

3. Stephen Fantham is an adult citizen of New Zealand and an adult resident of Australia, residing at Brisbane in Queensland.

4. Tristine Fantham is an adult citizen of New Zealand and an adult resident of Australia, residing at Brisbane in Queensland.

5. RONCO Consulting Corporation is a Delaware corporation with its principal place of business and corporate headquarters in Washington D.C. RONCO is an international

commercial mine clearing agency. For jurisdictional purposes, RONCO is a citizen of Delaware and Washington D.C. pursuant to 28 U.S.C. § 1332(c). RONCO also trains its personnel and canine assets through programs provided by The Global Training Academy, located 17 miles southeast of San Antonio, Texas. At all relevant times herein, while performing the services described herein, RONCO's agents and/or employees were acting within the scope of their agency and/or employment with RONCO, thereby rendering RONCO vicariously liable under principles of *respondeat superior*.

### **JURISDICTION AND VENUE**

6. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332(a) because the parties are completely diverse and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

7. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391(a)(1) because RONCO's principal place of business and corporate headquarters is in Washington D.C.

### **FACTUAL ALLEGATIONS**

#### **RONCO's Work for the United Nations in Sudan**

8. On information and belief, RONCO was retained by the World Food Programme, a division of the United Nations, to conduct land mine clearance operations in the southern region of Sudan in 2008.

9. RONCO, acting through its agents and/or employees, conducted sub-surface land mine clearance operations at area DA796 from January 24, 2008 to March 7, 2008. Area DA796 includes a road running between Juba and Nimule in Sudan ("the Juba-Nimule road"). RONCO agreed to clear a 26 meter wide corridor across the area of the Juba-Nimule road.

10. On April 2, 2008, RONCO, acting through its agents and/or employees, submitted a Clearance Completion Report and Completion QA Report to the UNMAO. In this report, RONCO certified that that the 26 meter corridor across the Juba-Nimule road (13 meters to the east and west of the center of the road) was clear of any sub-surface land mines.

#### **The April 21, 2009 Explosion**

11. On April 21, 2009 at approximately 8:15 a.m. local time, Fantham was conducting a Completion Quality Assurance of DA796 in his capacity as a QA Officer of the UNMAO. Fantham was accompanied by a UNMAO assistant, Edward Jaligo, as well as Tapiwa Mumba and Charles Dicks from The Development Initiative (“TDI”).

12. At approximately 9:00 a.m. Fantham stepped on a sub-surface R2M2 anti-personnel blast mine located nine meters to the west of the center of the Juba-Nimule road. The land mine exploded, instantly amputating Fantham’s right foot and part of his right leg.

13. Tapiwa Mumba immediately performed first aid and applied a tourniquet to Fantham’s right leg. Fantham was transported to a military hospital in Juba, arriving at approximately 10:15 a.m. that day. A posterior flap amputation was performed just below Fantham’s right knee.

14. This land mine was located nine meters to the west of the center of the Juba-Nimule road within the 26 meter corridor previously certified as cleared by RONCO.

#### **The United Nations Board of Inquiry Report**

15. From April 30, 2009 through May 4, 2009, the United Nations convened a Board of Inquiry (“BOI”) to investigate the April 21, 2009 incident. Deon van Landsberg, a representative of RONCO, served as a member of the BOI and participated in the investigation.

16. The BOI reviewed RONCO's Implementation Plan and Clearance Completion Report as well as medical records from Fantham's treatment. The BOI also interviewed Fantham and the other three individuals present at the incident as well as other employees of the UNMAO and RONCO.

17. The BOI found that RONCO failed to locate or remove four mines in the area where the incident occurred. The BOI stated that these four mines should have been detected and cleared, which RONCO claimed it had done in its 2008 Clearance Completion Report.

18. The BOI concluded that Fantham was entirely blameless for the incident. The BOI also concluded that there was no evidence of any re-mining at DA796 between March 7, 2008 and April 21, 2009.

19. The BOI submitted a report to the United Nations Office for Project Services ("UNOPS") on September 29, 2009 summarizing its investigation and recommendations. These findings and recommendations were accepted by the Secretary-General of the UNOPS on December 12, 2009.

**COUNT I – NEGLIGENCE**

20. Plaintiffs restate and reallege paragraphs 1-19 above.

21. RONCO, acting through its agents and/or employees, owed a duty of care to Fantham to have cleared the 26 meter corridor of the Juba-Nimule road in DA796 of all sub-surface land mines.

22. RONCO, acting through its agents and/or employees, breached its duty of care to Fantham and was guilty of one or more of the following careless and negligent acts and/or omissions:

- a. Failure to remove all of the land mines in the 26 meter corridor along the Juba-Nimule road;
- b. Failure to warn Fantham that it had not removed all of the land mines in the 26 meter corridor along the Juba-Nimule road; and
- c. Failure to advise Fantham that statements contained in its Clearance Completion Report regarding the removal of all of the land mines in the 26 meter corridor along the Juba-Nimule road were false.

23. As a direct and proximate result of one or more of these acts and/or omissions, Fantham suffered severe and permanent injuries and damages of a personal and pecuniary nature.

24. As a direct and proximate result of one or more of these acts and/or omissions, Fantham has suffered and will in the future continue to suffer severe physical pain and disfigurement, as well as emotional pain and suffering.

25. As a direct and proximate result of one or more of these acts and/or omissions, Fantham has incurred and will in the future incur, substantial medical and other expenses, as well as a past and future loss of earnings and earnings capacity.

26. RONCO is vicariously liable for the aforesaid acts and/or omissions of its agents and/or employees, as such acts and/or omissions were committed within the scope of their agency and/or employment, thereby rendering RONCO liable under principles of *respondeat superior*.

**WHEREFORE**, Plaintiff Stephen Fantham prays that the Court enter judgment in his favor and against Defendant RONCO Consulting Corporation and award Stephen Fantham money damages of \$10,000,000.00, exclusive of interest and costs, and grant such other and further relief which the Court deems just and reasonable.

**COUNT II – PROFESSIONAL NEGLIGENCE**

27. Plaintiffs restate and reallege paragraphs 1-26 above.

28. RONCO, acting through its agents and/or employees, owed a duty of reasonable care to Fantham commensurate with its specialized training and experience to have cleared the 26 meter corridor of the Juba-Nimule road in DA796 of all sub-surface land mines.

29. At all relevant times, RONCO held itself out to the public as an expert in mine clearance.

30. At all relevant times herein, RONCO held certifications from the International Society of Explosive Engineers, International Mine Action Standards, the American Society for Quality and the International Organization for Standardization.

31. RONCO, acting through its agents and/or employees, breached its professional duty of care to Fantham and did not exercise the reasonable care and skill expected of professional mine clearance companies. RONCO was guilty of one or more of the following careless and negligent acts and/or omissions:

- a. Failure to remove all of the land mines in the 26 meter corridor along the Juba-Nimule road;
- b. Failure to warn Fantham that it had not removed all of the land mines in the 26 meter corridor along the Juba-Nimule road; and
- c. Failure to advise Fantham that statements contained in its Clearance Completion Report regarding the removal of all of the land mines in the 26 meter corridor along the Juba-Nimule road were false.

32. As a direct and proximate result of one or more of these acts and/or omissions, Fantham suffered severe and permanent injuries and damages of a personal and pecuniary nature.

33. As a direct and proximate result of one or more of these acts and/or omissions, Fantham has suffered and will in the future continue to suffer severe physical pain and disfigurement, as well as emotional pain and suffering.

34. As a direct and proximate result of one or more of these acts and/or omissions, Fantham has incurred and will in the future incur, substantial medical and other expenses, as well as a past and future loss of earnings and earnings capacity.

35. RONCO is vicariously liable for the aforesaid acts and/or omissions of its agents and/or employees, as such acts and/or omissions were committed within the scope of their agency and/or employment, thereby rendering RONCO liable under principles of *respondeat superior*.

**WHEREFORE**, Plaintiff Stephen Fantham prays that the Court enter judgment in his favor and against Defendant RONCO Consulting Corporation and award Stephen Fantham money damages of \$10,000,000.00, exclusive of interest and costs, and grant such other and further relief which the Court deems just and reasonable.

**COUNT III – NEGLIGENCE PER SE**

36. Plaintiffs restate and reallege paragraphs 1-35 above.

37. At all relevant times, RONCO, acting through its agents and/or employees, had a duty to follow the applicable National Technical Standards and Guidelines, as well as any other applicable standards and guidelines, when clearing the 26 meter corridor of the Juba-Nimule road in DA796 of all sub-surface land mines.

38. The National Technical Standards and Guidelines were designed to ensure that sub-surface land mines were appropriately cleared and that all those who walked, drove or otherwise passed through clearance areas were protected from the danger posed by land mines.

39. RONCO, acting through its agents and/or employees, certified that the 26 meter corridor of the Juba-Nimule road in DA796 was cleared of all sub-surface land mines.



40. Fantham passed through the 26 meter corridor of the Juba-Nimule road in DA796 while conducting his official duties.

41. Fantham was a member of the class of people the National Technical Standards and Guidelines were created and intended to protect.

42. Upon information and belief, RONCO, acting through its agents and/or employees, breached its duty by failing to follow those standards, without explanation, leaving numerous land mines undetected in the 26 meter corridor of the Juba-Nimule road in DA796.

43. As a direct and proximate result of RONCO's failure to follow the standards, Fantham suffered severe and permanent injuries and damages of a personal and pecuniary nature.

44. As a direct and proximate result of one or more of these acts and/or omissions, Fantham has suffered and will in the future continue to suffer severe physical pain and disfigurement, as well as emotional pain and suffering.

45. As a direct and proximate result of one or more of these acts and/or omissions, Fantham has incurred and will in the future incur, substantial medical and other expenses, as well as a past and future loss of earnings and earnings capacity.

46. RONCO is vicariously liable for the aforesaid acts and/or omissions of its agents and/or employees, as such acts and/or omissions were committed within the scope of their agency and/or employment, thereby rendering RONCO liable under principles of *respondeat superior*.

**WHEREFORE**, Plaintiff Stephen Fantham prays that the Court enter judgment in his favor and against Defendant RONCO Consulting Corporation and award Stephen Fantham money damages of \$10,000,000.00, exclusive of interest and costs, and grant such other and further relief which the Court deems just and reasonable.

**COUNT IV – LOSS OF CONSORTIUM**

47. Plaintiffs restate and reallege paragraphs 1-46 above.

48. Plaintiff Tristine Fantham is, and at all relevant times has been, the legal spouse of Plaintiff Stephen Fantham. Tristine Fantham and Stephen Fantham were married as of the time of the incident, and are currently married today.

49. As a result of the incident that occurred on April 21, 2009, Stephen Fantham sustained personal injuries.

50. These personal injuries have had an adverse effect on Tristine Fantham's rights to consortium because Tristine Fantham has been deprived of the continuance of a healthy and happy marriage to Stephen Fantham and has suffered injury to their conjugal relationship, including, but not limited to love, affection and companionship.

**WHEREFORE**, Plaintiff Tristine Fantham prays that the Court enter judgment in her favor and against Defendant RONCO Consulting Corporation and award Tristine Fantham money damages in the amount of \$5,000,000.00, exclusive of interest and costs, and grant such other and further relief which the Court deems just and reasonable.

**JURY TRIAL REQUESTED**

Plaintiffs, by counsel, respectfully request a trial by jury on all issues.

Respectfully submitted,

STEPHEN FANTHAM and  
TRISTINE FANTHAM



Peter C. Grenier, Esq., D.C. Bar #418570

Bode & Grenier, LLP

1150 Connecticut Avenue, N.W.

Ninth Floor

Washington, D.C. 20036-4192

(202) 828-4100

(202) 828-4130 - facsimile

Counsel for Plaintiffs

Dated: April 20, 2011

Of Counsel for Plaintiffs:

Michael T. Hannafan

Blake T. Hannafan

James A. McGuinness

Hannafan & Hannafan, Ltd.

One East Wacker Drive, Suite 2800

Chicago, IL 60601

(312) 527-0055

(312) 527-0220 - facsimile