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Attorneys for the Plaintiffs

FRANK FRACTURE	:	SUPERIOR COURT OF NEW JERSEY
<i>Plaintiff,</i>	:	ESSEX COUNTY: LAW DIVISION
	:	DOCKET NO.:
	:	
v.	:	COMPLAINT and JURY DEMAND
	:	
SLOPPY PAVING, LLC,	:	
JOHN DOES 1-5 and ABC	:	
CORPORATIONS 1-5	:	
<i>Defendants.</i>	:	

Plaintiff, FRANK FRACTURE, complaining of the Defendants, through his attorneys, Lesnevich, Marzano-Lesnevich, O’Cathain & O’Cathain, LLC, states:

PARTIES

1. Frank Fracture resides at 0 Nice Street, Happy Town, New Jersey.
2. Sloppy Paving, LLC is a corporation organized and existing pursuant to the laws of the State of New Jersey with a place of business at 0 Industrial Street, Truck Town, New Jersey.
3. John Does 1-5 are the fictitious names of persons not yet known to Plaintiff who are responsible for the underlying incident.
4. ABC Corporations 1-5 are entities not yet known to Plaintiff who are responsible for the underlying incident.

COUNT ONE
(Negligent Maintenance of Sidewalk)

5. On February 30, 2018, at approximately 1:00 pm, Plaintiff Frank Fracture (hereinafter, “Plaintiff”) was walking on the sidewalk in front of 0 Industrial Street, Truck Town, New Jersey.
6. Defendant Sloppy Paving, LLC is a commercial enterprise that had a duty to maintain, care, and repair the sidewalk in front of its property at all times relevant hereto.
7. Said sidewalk was negligently maintained and unsafe for members of the public.
8. A foreseeable hazard existed when Defendants failed to maintain said sidewalk.
9. As a result of the of the Defendants’ negligence, Plaintiff tripped and fell on said sidewalk.
10. As a result of Defendants’ negligence, Plaintiff suffered serious and permanent injuries and economic loss. The injuries have caused Plaintiff considerable pain and suffering, and will cause additional pain and suffering in the future.

WHEREFORE, Plaintiff Frank Fracture demands judgment against Defendants Sloppy Paving, LLC, John Does 1-5, and ABC Corporations 1-5 for damages, cost of suit and interest.

COUNT TWO
(Failure to Warn)

11. Plaintiff repeats and reiterates paragraphs 1 through 10.
12. Defendants had notice of the hazardous condition that existed on the sidewalk.
13. Defendants had a duty to warn Plaintiff of the hazardous condition that existed on the sidewalk.
14. Defendants breached that duty when they failed to warn Plaintiff of the hazardous condition.

15. As a result of this breach, it was foreseeable that Plaintiff would trip and fall on the sidewalk.

16. The breach of duty of Defendants was a proximate cause of the injuries of Plaintiff.

WHEREFORE, Plaintiff Frank Fracture demands judgment against Defendants Sloppy Paving, LLC, John Does 1-5, and ABC Corporations 1-5 for damages, cost of suit and interest.

**LESNEVICH, MARZANO-LESNEVICH,
O’CATHAIN & O’CATHAIN LLC**
Attorneys for the Plaintiffs

By: _____
Domhnall O’Cathain, Esq.

Dated: July 33, 2018

JURY DEMAND

Demand is hereby made for a jury trial on all issues.

TRIAL ATTORNEY DESIGNATION

Domhnall O’Cathain, Esq. is hereby designated as trial attorney.

DEMAND PURSUANT TO RULE 4:17-1(b)(2)

Pursuant R. 4:17-1(b) (2) and any other applicable New Jersey Rules of Court, Plaintiffs demand certified answers to Uniform Interrogatories.

DEMAND FOR DISCOVERY OF INSURANCE INFORMATION

Pursuant to the applicable New Jersey Rules of Court, Plaintiff hereby demands discovery of any and all applicable policies and/or amendments for the accidents described in this Complaint within thirty (30) days of receipt of this Complaint.

**LESNEVICH, MARZANO-LESNEVICH,
O’CATHAIN & O’CATHAIN LLC**
Attorneys for the Plaintiffs

By: _____
Domhnall O’Cathain, Esq.

Dated: July 33, 2018

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to Rule 4:5-1, counsel for the Plaintiff hereby certifies that to the best of his knowledge, the within matter in controversy is not the subject of any other action pending in any other Court.

Counsel for the Plaintiff further certifies that to the best of his knowledge, the within matter in controversy is not the subject of any pending arbitration proceeding, nor is any action or arbitration proceeding contemplated nor are other parties required to be joined in this action.

**LESNEVICH, MARZANO-LESNEVICH,
O’CATHAIN & O’CATHAIN LLC**
Attorneys for the Plaintiffs

By: _____
Domhnall O’Cathain, Esq.

Dated: July 33, 2018