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440 Route 17 North
Hasbrouck Heights, NJ 07604
201-288-2022
Attorneys for Plaintiff, **BRIAN SMITH**

BRIAN SMITH

Plaintiff,

vs.

**TOWNSHIP OF SOUTH HACKENSACK,
SOUTH HACKENSACK FIRE
DEPARTMENT, BRANDON
RECZKOWSKI, ANTHONY MORENO,
JERRY D'AMICO, JOHN/JANE DOE 1-
10(said names being fictitious) and/or
ABC/XYZ CORP. 1-10 (said entities being
fictitious)**

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No: BER-L-

CIVIL ACTION

COMPLAINT

Plaintiff, **BRIAN SMITH** residing 419 Chestnut Avenue, Township of South Hackensack, County of Bergen in the State of New Jersey, by way of Complaint against the Defendants, **TOWNSHIP OF SOUTH HACKENSACK, SOUTH HACKENSACK FIRE DEPARTMENT, BRANDON RECZKOWSKI, ANTHONY MORENO , JERRY D'AMICO, JOHN/JANE DOE 1-10(said names being fictitious) and/or ABC/XYZ CORP. 1-10 (said entities being fictitious, herein says:**

FIRST COUNT

1. At all times hereinafter mentioned, Defendant, **TOWNSHIP OF SOUTH HACKENSACK** was a public municipality within the State of New Jersey and organized under the laws of the State of New Jersey and therefore constitutes a public entity, as the term is defined and used under the laws of the State of New Jersey.

2. At all times hereinafter mentioned, Defendants, **SOUTH HACKENSACK FIRE**

DEPARTMENT was a volunteer fire department with the mission of providing firefighting services to Defendant, **TOWNSHIP OF SOUTH HACKENSACK**.

3. At all times hereinafter mentioned, Defendants, **SOUTH HACKENSACK FIRE DEPARTMENT** was owned, controlled, a creation of and a department of Defendant, **TOWNSHIP OF SOUTH HACKENSACK** was a public entity, as the term is defined and used under the laws of the State of New Jersey.

4. On or about June 23, 2018, Plaintiff, **BRIAN SMITH** was a volunteer member of Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT**.

5. On or about June 23, 2018, Defendants, **BRANDON RECZKOWSKI, ANTHONY MORENO** and **JERRY D'AMICO**, were volunteer members of Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT**.

6. On or about June 23, 2018, Plaintiff, **BRIAN SMITH**, Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** were firefighters who were volunteering as agents for Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT**.

7. On or about June 23, 2018, Defendant, **JERRY D'AMICO** was the Chief of Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT**.

8. On or about June 23, 2018, Plaintiff, **BRIAN SMITH**, Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO**, were acting under the authority and direction of Defendant, **JERRY D'AMICO** the Chief of Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT**

9. On or about June 23, 2018, Plaintiff, **BRIAN SMITH**, Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** in their capacity as Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT** firemen were encouraged, permitted, authorized and

or invited to take possession of Defendants, **TOWNSHIP OF SOUTH HACKENSACK** and **SOUTH HACKENSACK FIRE DEPARTMENT** of a fire engine that was owned by Defendant, **TOWNSHIP OF SOUTH HACKENSACK** and **SOUTH HACKENSACK FIRE DEPARTMENT**.

10. On or about June 23, 2018, Plaintiff, **BRIAN SMITH**, Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** in their capacity as Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT** volunteer firemen were encouraged, permitted, authorized and or invited to drive Defendants, **TOWNSHIP OF SOUTH HACKENSACK** and **SOUTH HACKENSACK FIRE DEPARTMENT**'s fire engine to a "wet down" party in Fair Lawn to celebrate Fair Lawn Fire Department's acquisition of new fire engine.

11. On or about June 23, 2018, Plaintiff, **BRIAN SMITH**, Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** in their capacity as Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT** volunteer firemen took Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT** fire engine to the "wet down" party, where they proceeded to drink alcoholic beverages.

12. On or about June 23, 2018, Plaintiff, **BRIAN SMITH**, Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** left the "wetdown" party and drove Defendant, **SOUTH HACKENSACK FIRE DEPARTMENT**'s fire engine to an establishment where Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** consumed alcoholic beverages.

13. On or about June 23, 2018, Plaintiff, **BRIAN SMITH**, Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** left the aforementioned establishment and drove to a second establishment where Defendants, **BRANDON RECZKOWSKI** and **ANTHONY MORENO** consumed alcoholic beverages.

14. On or about June 23, 2018, Defendants, **JERRY D'AMICO, TOWNSHIP OF SOUTH HACKENSACK** and or **SOUTH HACKENSACK FIRE DEPARTMENT** knew that Defendants, **BRANDON RECKOWSKI** and **ANTHONY MORENO** had consumed alcoholic beverage, knew they had used and were in possession of Defendant, **TOWNSHIP OF SOUTH HACKENSACK** and **SOUTH HACKENSACK FIRE DEPARTMENT** fire engine while having consumed alcoholic beverages, and yet order, directed, and or permitted them to drive the Defendant, **TOWNSHIP OF SOUTH HACKENSACK** and **SOUTH HACKENSACK FIRE DEPARTMENT's** fire engine back to Defendant, **TOWNSHIP OF SOUTH HACKENSACK** and **SOUTH HACKENSACK FIRE DEPARTMENT's** fire house.

15. On or about June 23, 2018, Defendants, **JERRY D'AMICO, TOWNSHIP OF SOUTH HACKENSACK** and or **SOUTH HACKENSACK FIRE DEPARTMENT** knowing that Defendants, **BRANDON RECKOWSKI** and **ANTHONY MORENO** had consumed alcoholic beverages, ordered, directed Defendants, **BRANDON RECKOWSKI** and **ANTHONY MORENO** to return the fire engine to Defendant, **TOWNSHIP OF SOUTH HACKENSACK** and or **SOUTH HACKENSACK FIRE** fire house.

16. On or about June 23, 2018, Defendants, **BRANDON RECKOWSKI** and or **ANTHONY MORENO** controlled, drove and operated the fire engine in careless and negligent manner thereby causing Defendant, **TOWNSHIP OF SOUTH HACKENSACK** and or **SOUTH HACKENSACK FIRE DEPARTMENT's** fire engine to hit, collide into and knock down Plaintiff, **BRIAN SMITH**.

17. Defendants, **JERRY D'AMICO, TOWNSHIP OF SOUTH HACKENSACK** and or **SOUTH HACKENSACK FIRE DEPARTMENT** were negligent when it ordered, directed Defendants, **BRANDON RECKOWSKI** and or **ANTHONY MORENO** to operate their fire engine with they knew that Defendants, **BRANDON RECKOWSKI** and or **ANTHONY**

MORENO had consumed alcoholic beverages.

18. As a result of negligence of Defendants, **TOWNSHIP OF SOUTH HACKENSACK, SOUTH HACKENSASCK FIRE DEPARTMENT, JERRY D'AMICO BRANDON RECZKOWSKI** and or **ANTHONY MORENO** as previously stated, Plaintiff, **BRIAN SMITH**, was caused to suffer and sustain serious and permanent injuries to his body, which further caused him to suffer severe and excruciating pain, as well as extreme mental anguish. Upon information and belief, said injuries, or some of them, and the disabling effects resulting therefrom, are permanent in nature. As a further result of said injuries, Plaintiff, **BRIAN SMITH**, was required to expend sums of money for medical care and attention, which was administered to him in an attempt to cure and/or alleviate said injuries and the disabling effects resulting therefrom, and Plaintiff, in the future, will be required to submit to further medical attention. As a further result of said injuries, the Plaintiff, has been unable to perform his usual daily tasks and has been prevented from participating in those activities enjoyed by individuals like-situated in life, all of which has prevented him from enjoying the normal fruits of his existence, both socially and economically, and he was otherwise damaged.

19. On July 24, 2018, Plaintiff, **BRIAN SMITH**, served Defendants, **TOWNSHIP OF SOUTH HACKENSACK and SOUTH HACKENSASCK FIRE DEPARTMENT** with a Notice of Claim by way of overnight mail.

20. More than six months have passed since Plaintiff, **BRIAN SMITH**, served Defendants, **TOWNSHIP OF SOUTH HACKENSACK and SOUTH HACKENSASCK FIRE DEPARTMENT**, with a Notice of Claim and Defendants, **TOWNSHIP OF SOUTH HACKENSACK and SOUTH HACKENSASCK FIRE DEPARTMENT**, have not settled this claim.

WHEREFORE, Plaintiff, **BRIAN SMITH**, demands judgment against the Defendants,

TOWNSHIP OF SOUTH HACKENSACK and SOUTH HACKENSACK FIRE DEPARTMENT herein, for damages including but not limited to: compensatory damages; costs of suit; interest; and such other relief as the Court deems just and appropriate.

SECOND COUNT

1. Plaintiff, **BRIAN SMITH**, repeats each and every allegation of the First Count of the Complaint as if set forth at length herein

2. On or about June 23, 2018, Defendants, **BRANDON RECZKOWSKI** and or **ANTHONY MORENO** controlled, drove and operated the fire engine in careless and negligent manner way thereby causing Defendant, **TOWNSHIP OF SOUTH HACKENSACK** and or **SOUTH HACKENSACK FIRE DEPARTMENT's** fire engine to hit, collide into and knock down Plaintiff, **BRIAN SMITH**.

3. As a result of negligence of Defendants, **BRANDON RECZKOWSKI** and or **ANTHONY MORENO** as previously stated, Plaintiff, **BRIAN SMITH**, was caused to suffer and sustain serious and permanent injuries to his body, which further caused him to suffer severe and excruciating pain, as well as extreme mental anguish. Upon information and belief, said injuries, or some of them, and the disabling effects resulting therefrom, are permanent in nature. As a further result of said injuries, Plaintiff, **BRIAN SMITH**, was required to expend sums of money for medical care and attention, which was administered to him in an attempt to cure and/or alleviate said injuries and the disabling effects resulting therefrom, and Plaintiff, in the future, will be required to submit to further medical attention. As a further result of said injuries, the Plaintiff, has been unable to perform his usual daily tasks and has been prevented from participating in those activities enjoyed by individuals like-situated in life, all of which has prevented him from enjoying the normal fruits of his existence, both socially and economically, and he was otherwise damaged.

WHEREFORE, Plaintiff, **BRIAN SMITH**, hereby demands judgment against Defendants, **BRANDON RECZKOWSKI and ANTHONY MORENO**, for damages including but not limited to: compensatory damages; costs of suit; interest; and such other relief as the Court deems just and appropriate.

THIRD COUNT

1. Plaintiff, **BRIAN SMITH**, repeats each and every allegation of the First and Second Counts of the Complaint as if set forth at length herein.

2. On or about the same time and place, the motor vehicle being operated in a careless and negligent manner by the Defendant, **JOHN DOE 1-10 and/or ABC/XYZ COMPANY 1-10 (said names being fictitious)** was owned by Defendants, **JOHN DOE 1-10 and/or ABC/XYZ COMPANY 1-10 (said names being fictitious)**.

3. On or about the same time and place, Defendant, **JOHN DOE 1-10 and/or ABC/XYZ COMPANY 1-10 (said names being fictitious)**, was the agent, servant, and/or employee and operated that vehicle with the permission of the Defendants, **JOHN DOE 1-10 and/or ABC/XYZ COMPANY 1-10 (said names being fictitious)**.

4. As a result of the aforesaid and carelessness of the Defendant, **JOHN DOE 1-10 and/or ABC/XYZ COMPANY 1-10 (said names being fictitious)**, as previously stated, Plaintiff, **BRIAN SMITH**, was caused to suffer and sustain serious and permanent injuries to his body, which further caused him to suffer severe and excruciating pain, as well as extreme mental anguish. Upon information and belief, said injuries, or some of them, and the disabling effects resulting therefrom, are permanent in nature. As a further result of said injuries, Plaintiff, **BRIAN SMITH**, was required to expend sums of money for medical care and attention, which was administered to him in an attempt to cure and/or alleviate said injuries and the disabling effects resulting therefrom, and Plaintiff, in the future, will be required to submit to further medical attention. As a further result of said injuries, the Plaintiff, has been unable to perform

his usual daily tasks and has been prevented from participating in those activities enjoyed by individuals like-situated in life, all of which has prevented him from enjoying the normal fruits of his existence, both socially and economically, and he was otherwise damaged.

WHEREFORE, Plaintiff, **BRIAN SMITH** demands judgment against the Defendants, **JOHN DOE 1-10 and/or ABC/XYZ COMPANY 1-10 (said names being fictitious)**, for damages including but not limited to: compensatory damages; costs of suit; interest; and such other relief as the Court deems just and appropriate.

THE LYNCH LAW FIRM
Attorneys for Plaintiff, **BRIAN SMITH**



Neil S. Weiner, Esq.

Dated: June 17, 2019

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:25-4, attorney Neil S. Weiner, Esq., of The Lynch Law Firm, is hereby designated as trial counsel.

DEMAND FOR INTERROGATORIES

Plaintiff hereby demands answers to Uniform Form C and C (1) Interrogatories annexed hereto by all defendants within the time allowed under the Rules of Court.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured there under; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

CERTIFICATION

Pursuant to R. 4:5-1, I certify that to the best of my knowledge the matter in controversy is not the subject of any other action pending in any court or pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

THE LYNCH LAW FIRM
Attorneys for Plaintiff, **BRIAN SMITH**



Neil S. Weiner, Esq.

Dated: June 17, 2019