

THE VESPI LAW FIRM, LLC  
Damon A. Vespi - 025991998  
361 Union Boulevard  
Totowa, New Jersey 07512  
TEL: 973-633-1000

Attorneys for Plaintiff

PHILLIP SGROI,

Plaintiff(s),

vs.

DUNKIN' DONUTS., ABC CORP. 1-10,  
and JOHN/JANE DOES 1-10 (last two  
names being fictitious and presently  
unknown),

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MIDDLESEX COUNTY  
DOCKET NO.:

Civil Action

**COMPLAINT, JURY DEMAND AND  
DEMAND TO ANSWER UNIFORM AND  
SUPPLEMENTAL INTERROGATORIES,  
AND DEMAND OF INSURANCE  
COVERAGE**

Plaintiff, PHILLIP SGROI, residing in the State of New Jersey by way of Complaint and jury demand, say as follows:

**JURISDICTION**

1. Defendant, DUNKIN' DONUTS, was and is a corporation, business organization or other business entity authorized to do business and/or was doing business in the County of Middlesex, State of New Jersey, and who marketed and sold its product and services in the County of Middlesex and State of New Jersey.

**THE PARTIES**

2. The plaintiff, PHILLIP SGROI, was a business invitee lawfully in the premises commonly known as DUNKIN' DONUTS, located at 227 Main Street, Madison, New Jersey on the date of the subject incident.

3. The defendant, DUNKIN' DONUTS, is a corporation and was duly licensed to conduct business in the State of New Jersey, and owned, managed, operated, maintained, and

otherwise controlled a commercial establishment commonly known as DUNKIN' DONUTS, located at 227 Main Street, Madison, New Jersey.

4. At all times herein mentioned the defendant, DUNKIN' DONUTS, located at 227 Main Street, Madison, New Jersey, was a corporate entity which operates stores throughout the United States, including New Jersey, which locations were either corporate stores, franchisees, or licensees.

5. The defendants, ABC CORPS. 1-10, are named as Defendant(s) herein and intended to represent any persons, company(ies), partnership(s), corporation(s), or other business entity(ies), whose identity is presently unknown, who may have contributed to the illegal, dangerous and unsafe conditions of the property causing the serious and permanent injury to the Plaintiff, or that may be otherwise liable for payment of damages for the negligence and/or recklessness of others.

6. The defendants, JOHN/JANE DOES 1-10, are named as Defendant(s) herein and intended to represent any persons whose identity is presently unknown, who may have contributed to the illegal, dangerous and unsafe conditions of the property causing the serious and permanent injury to the Plaintiff, or that may be otherwise liable for payment of damages for the negligence and/or recklessness of others.

#### **FIRST COUNT**

7. Plaintiff, PHILLIP SGROI, repeats, reiterates and realleges the allegations contained in the Jurisdiction and The Parties Section of this Complaint as if set forth herein at length.

8. On or about February 11, 2022, the plaintiff, PHILLIP SGROI, was a business invitee and lawfully upon the premises, commonly known as DUNKIN' DONUTS, located at

227 Main Street, Madison, New Jersey, which premises were owned, operated, maintained, and/or controlled, as owner, landlord, lessee and/or lessor, by the defendants DUNKIN' DONUTS. and/or ABC CORP. 1-10 (a fictitious designation).

9. At all times herein mentioned, the defendant, DUNKIN' DONUTS., through their agents, servants and employees, were in the business of selling food and beverages to the general public at the aforesaid Madison location.

10. At all times herein mentioned, the defendant, DUNKIN' DONUTS, provided guidance and planning in the construction of its various locations, along with equipment to be used, and the products that were to be sold at these locations. This included providing all necessary advertising, branding, displays, cups, lids, paper products, food and drinks, and instructions on the use of said products in its various stores, including that owned by defendant, DUNKIN' DONUTS.

11. As part of its corporate ownership franchising and licensing, DUNKIN' DONUTS, required its store operators to prepare and serve their food products in accordance with pre-established formulas, menus, protocols, and policies, in an effort to maintain uniformity of service and product at its various locations, including that owned by defendant, DUNKIN' DONUTS

12. On February 11, 2022, the plaintiff, PHILLIP SGROI, was a customer, patron, and business invitee of the defendant, DUNKIN' DONUTS, at which time he purchased a hot coffee at the Madison location.

13. At all times herein mentioned, the defendants, DUNKIN' DONUTS, were under a duty to sell and serve food and beverages to the general public and the plaintiff in a safe manner and free of any hazardous defects or conditions.

14. At all times herein mentioned, the defendant, DUNKIN' DONUTS, breached their aforesaid duty and negligently, carelessly, recklessly, and/or intentionally, sold and served excessively hot coffee in a negligent and dangerous fashion to wit: the lid on the cup containing the liquid purchased by the Plaintiff dislodged, and its excessively hot contents spilled on the Plaintiff.

15. At the aforementioned time and place, and unbeknownst to the Plaintiff, the hot coffee had been heated beyond industry standards to the point where patrons could not safely consume it because it was not reasonably fit, suitable, or safe for its intended purpose for the following reasons: a) the temperature at which the hot tea was kept was outside the range of specifications, formula, or standards of such consumer foods; and/or b) it failed to have adequate warnings or instructions on the lid and container in which it was served; and/or c) it was created in a negligent manner by being heated beyond the temperature that was necessary to safely serve it to the public.

16. At all times herein mentioned, the defendants, individually and in concert, breached an express and implied warranty of merchantability and consumer safety for the intended purpose of hot coffee which was sold to and served to Plaintiff.

17. On information and belief, the defendants, individually and in concert, are liable to the plaintiff, PHILLIP SGROI, pursuant to the aforesaid claims, constituting a product defect, sounding in strict liability and/or negligence.

18. As a direct and proximate result of the aforementioned negligence, carelessness, recklessness and/or intentional conduct of the defendant, DUNKIN' DONUTS, the plaintiff, PHILLIP SGROI, sustained severe and painful injuries and was wounded about his body and limbs, both externally and internally, and was rendered disabled and disordered, and was

compelled to endure great pain, suffering mental anguish, and was otherwise grievously, painfully and severely injured, some of which injuries she is informed and believes to be permanent in nature and was unable and will be unable to attend his regular duties and functions, thereby suffering loss and has expended considerable sums of money for medical, hospital and psychological care and attention.

**WHEREFORE**, plaintiff, PHILLIP SGROI, demands judgment against defendants, DUNKIN' DONUTS, ABC CORP. 1-10 and JOHN/JANE DOES 1-10 (last two names being fictitious and presently unknown), individually, jointly and severally or in the alternative, for damages, interest, costs of suit and other such relief the Court may deem just and equitable.

### **SECOND COUNT**

19. Plaintiff, PHILLIP SGROI, repeats, reiterates and realleges the allegations contained in the Jurisdiction and The Parties Section, and the First Count of this Complaint as if set forth herein at length.

20. At all times herein mentioned, the defendant, DUNKIN' DONUTS, through their agents, servants and employees, were engaged in the preparation, sale, distribution, service and/or packaging of certain hot beverages, including hot coffee.

21. At all times herein mentioned, the defendant, DUNKIN' DONUTS, had a duty to prepare, sell distribute and/or package hot tea in safe and careful manner, fit for consumption, at a reasonable and customary temperature, standard for such product.

22. At all times herein mentioned, the defendant, DUNKIN' DONUTS, negligently, carelessly, and recklessly and/or intentionally, sold excessively hot coffee at a temperature that exceeded the reasonable and customary standard for such a product, to the plaintiff, who intended to consume said product in its ordinary course.

23. At all times herein mentioned, the defendant, DUNKIN' DONUTS, breached the aforesaid duty and thereby negligently and carelessly, recklessly and/or intentionally sold excessively hot tea, which was served in a dangerous fashion to wit: the lid was not properly secured to the Styrofoam cup and the product itself was served at a dangerous temperature.

24. At all times herein mentioned, the defendant, DUNKIN' DONUTS, failed to warn the Plaintiff of the excessively hot temperature of the aforementioned hot coffee, which exceeded the reasonable and customary range of temperature for the product, thereby posing a hidden and unknown danger to a purchaser thereof.

25. The injury sustained by Plaintiff was a direct and proximate result of the foreseeable acts, omissions, negligence, reckless/intentional conduct, and/or strict liability of the defendant, DUNKIN' DONUTS., rendering the Plaintiff permanently injured, disabled and disfigured.

26. As a direct and proximate result of the aforementioned negligence, carelessness, recklessness and/or intentional conduct of the defendant, DUNKIN' DONUTS., the plaintiff, PHILLIP SGROI, sustained severe and painful injuries and was wounded about his body and limbs, both externally and internally, and was rendered disabled and disordered, and was compelled to endure great pain, suffering mental anguish, and was otherwise grievously, painfully and severely injured, some of which injuries he is informed and believes to be permanent in nature and was unable and will be unable to attend his regular duties and functions, thereby suffering loss and has expended considerable sums of money for medical, hospital and psychological care and attention.

**WHEREFORE**, plaintiff, PHILLIP SGROI, demands judgment against defendants, DUNKIN' DONUTS, ABC CORP. 1-10 and JOHN/JANE DOES 1-10 (last two names being

fictitious and presently unknown), individually, jointly and severally or in the alternative, for damages, interest, costs of suit and other such relief the Court may deem just and equitable.

### THIRD COUNT

27. Plaintiff, PHILLIP SGROI, repeats, reiterates and realleges the allegations contained in the Jurisdiction and The Parties Section, and the First and Second Counts of this Complaint as if set forth herein at length.

28. At all times herein mentioned, the Plaintiff was unaware of the dangerous condition of the excessively hot tea which exceeded the reasonable and customary range of temperature for said product.

29. At all times herein mentioned, defendant, DUNKIN' DONUTS, failed to warn Plaintiff of the unreasonable and dangerous condition of the aforesaid product, which posed an unexpected consequence to the consumer thereof resulting in a breach of warranty and suitability, which gives rise to strict liability against said defendants.

30. As a direct and proximate result of the aforementioned negligence, carelessness, recklessness and/or intentional conduct of the defendant, DUNKIN' DONUTS, the plaintiff, PHILLIP SGROI, sustained severe and painful injuries and was wounded about his body and limbs, both externally and internally, and was rendered disabled and disordered, and was compelled to endure great pain, suffering mental anguish, and was otherwise grievously, painfully and severely injured, some of which injuries he is informed and believes to be permanent in nature and was unable and will be unable to attend his regular duties and functions, thereby suffering loss and has expended considerable sums of money for medical, hospital and psychological care and attention.

**WHEREFORE**, plaintiff, PHILLIP SGROI, demands judgment against defendants, DUNKIN' DONUTS, ABC CORP. 1-10 and JOHN/JANE DOES 1-10 (last two names being fictitious and presently unknown), individually, jointly and severally or in the alternative, for damages, interest, costs of suit and other such relief the Court may deem just and equitable.

#### **FOURTH COUNT**

31. Plaintiff, PHILLIP SGROI, repeats, reiterates and realleges the allegations contained in the Jurisdiction and The Parties Section, and the First, Second and Third Counts of this Complaint as if set forth herein at length.

32. At all times herein mentioned, the defendant, DUNKIN' DONUTS, expressly and impliedly warranted to the general public and the Plaintiff, specifically, that said hot coffee was fit and suitable for consumption, and expressly and impliedly warranted to him that it was merchantable and posed no danger to a consumer thereof.

33. In purchasing said hot coffee, plaintiff, PHILLIP SGROI, relied on the skills and judgment of the defendants, DUNKIN' DONUTS, and their express and implied warranties of fitness for its consumption, and of its merchantability, which the Defendants breached.

34. As a direct and proximate result of the aforementioned negligence, carelessness, recklessness and/or intentional conduct of the defendant, DUNKIN' DONUTS, the plaintiff, PHILLIP SGROI, sustained severe and painful injuries and was wounded about his body and limbs, both externally and internally, and was rendered disabled and disordered, and was compelled to endure great pain, suffering mental anguish, and was otherwise grievously, painfully and severely injured, some of which injuries she is informed and believes to be permanent in nature and was unable and will be unable to attend his regular duties and functions,



thereby suffering loss and has expended considerable sums of money for medical, hospital and psychological care and attention.

**WHEREFORE**, plaintiff, PHILLIP SGROI, demands judgment against defendants, DUNKIN' DONUTS, ABC CORP. 1-10 and JOHN/JANE DOES 1-10 (last two names being fictitious and presently unknown), individually, jointly and severally or in the alternative, for damages, interest, costs of suit and other such relief the Court may deem just and equitable.

#### **FIFTH COUNT**

35. Plaintiff, PHILLIP SGROI, repeats, reiterates and realleges the allegations contained in the Jurisdiction and The Parties Section, and the First, Second, Third and Fourth Counts of this Complaint as if set forth herein at length.

36. At all times herein mentioned, the defendants, ABC CORP. 1-10 and JOHN/JANE DOES 1-10 (being fictitious names) were individuals and business entities whose identities are unknown, who acted through their agents, servants ad employees, and committed the very same acts as were committed by the defendant, DUNKIN' DONUTS, in each of the foregoing counts.

37. As a direct and proximate result of the aforementioned negligence, carelessness, recklessness and/or intentional conduct of the Defendants, the plaintiff, PHILLIP SGROI, sustained severe and painful injuries and was wounded about his body and limbs, both externally and internally, and was rendered disabled and disordered, and was compelled to endure great pain, suffering mental anguish, and was otherwise grievously, painfully and severely injured, some of which injuries he is informed and believes to be permanent in nature and was unable and will be unable to attend his regular duties and functions, thereby suffering loss and has expended considerable sums of money for medical, hospital and psychological care and attention.

**WHEREFORE**, plaintiff, PHILLIP SGROI, demands judgment against defendants, DUNKIN' DONUTS, ABC CORP. 1-10 and JOHN/JANE DOES 1-10 (last three names being fictitious and presently unknown), individually, jointly and severally or in the alternative, for damages, interest, costs of suit and other such relief the Court may deem just and equitable.

**SIXTH COUNT**

38. Plaintiff, PHILLIP SGROI, repeats, reiterates and realleges the allegations contained in the Jurisdiction and The Parties Section, and First, Second, Third, Fourth and Fifth Counts of this Complaint as if set forth at length herein.

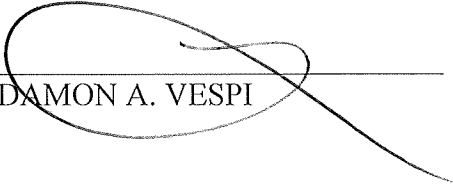
39. As a direct and proximate result of the negligence of the Defendants, the Plaintiff was caused to sustain and did sustain serious and permanent personal injuries requiring the care and treatment of physicians, hospitalization, medication and surgical intervention and has been and will in the future continue to be hampered in his daily routine due to the permanent nature of his injuries.

40. As a direct and proximate result of the negligence of the Defendants, Plaintiff has been forced to incur medical expenses, including but not limited to liens, deductibles and out-of-pocket expenses, which were usual, reasonable, customary, necessary, and casually related to the subject accident.

41. As a result of these actions, plaintiff, PHILLIP SGROI, has suffered damages.

**WHEREFORE**, Plaintiff, PHILLIP SGROI, demands judgment against Defendants, DUNKIN' DONUTS, ABC CORP. 1-10 and JOHN/JANE DOES 1-10 (fictitious designations), for damages jointly, severally, or in the alternative, together with interest and costs of suit.

THE VESPI LAW FIRM, LLC  
Attorneys for Plaintiff

By:   
DAMON A. VESPI

Dated:

**NOTICE OF DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25, please be advised that Jared E. Drill, Esq. is hereby designated trial counsel with respect to the within matter.

**NOTICE OF INTENT TO USE TIME UNIT MEASURE OF DAMAGES AT TRIAL**

Plaintiff hereby places all parties on notice of its intention to use the Time Unit Measure of Damages at Trial.

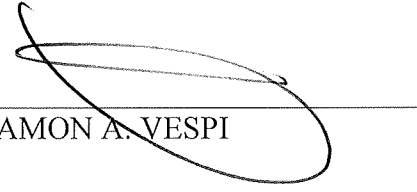
**JURY DEMAND**

Pursuant to R. 4:35-1, Plaintiff(s) demand a trial by jury as to all issues so triable.

THE VESPI LAW FIRM, LLC  
Attorneys for Plaintiff

By: \_\_\_\_\_

DAMON A. VESPI

A handwritten signature in black ink, appearing to read 'Damon A. Vespi', is written over a horizontal line. The signature is stylized and loops back to the start.

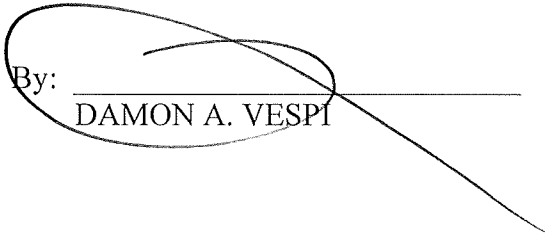
Dated: January 29, 2024

**CERTIFICATION**

In accordance with R. 4:5-1(b)(2), I hereby certify that the matter in controversy is not the subject of another action either pending in any Court or in an arbitration proceeding. Nor are any other actions or arbitration proceedings is contemplated. To the best of my knowledge, there are no other parties who should be joined as parties in this action.

Further, in accordance with R. 4:5-1(b)(3), I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

THE VESPI LAW FIRM, LLC  
Attorneys for Plaintiff

By:   
DAMON A. VESPI

Dated: January 29, 2024

**DEMAND FOR ANSWERS TO UNIFORM AND SUPPLEMENTAL INTERROGATORIES**

**REQUEST FOR ANSWERS TO FORM C INTERROGATORIES**

The Plaintiffs hereby demands that the Defendants respond to Form C & C(2) Interrogatories pursuant to Rule 4:17-1(b)(2).

**REQUEST FOR ANSWERS TO SUPPLEMENTAL INTERROGATORIES**

Plaintiffs hereby demands that the Defendants respond to the Interrogatories attached hereto as Exhibit 1 within the time period allowed by the Rules of Court. See Exhibit 1.

**REQUEST FOR PRODUCTION OF DOCUMENTS**

Plaintiffs hereby demand that the Defendants produce the documents requested in Exhibit 2 within the time period allowed by the Rules of Court. See Exhibit 2.

**DEMAND FOR INSURANCE INFORMATION**

Pursuant to R. 4:10-2(b), demand is hereby made that Defendants 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 part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. If such agreements or policies exist, provide a copy of each forthwith.

THE VESPI LAW FIRM, LLC  
Attorneys for Plaintiffs

By:

  
DAMON A. VESPI

Dated: January 29, 2024

# EXHIBIT 1

**SUPPLEMENTAL INTERROGATORIES PERMITTED PURSUANT  
TO RULE 4:17-1(b)(i)**

S1. State whether Defendant or anyone in Defendant's behalf has made or caused to be made any surveillance photographs, video tapes, movies or other recordings of the Plaintiff since the date of the accident, and if so, please state the date(s) upon which such surveillance photographs, video tapes, movies or other recordings were made, the name and address of the person taking or making such surveillance photographs, video tapes, movies or other recordings, what each surveillance photographs, video tapes, movies or other recordings depict. Pursuant to the Rules of Court, this interrogatory is deemed to be continuing and Plaintiff shall rely upon your answer to this interrogatory at the time of trial.

S2. State whether this Defendant occupied the premises where Plaintiff's incident occurred as of the date of Plaintiff's accident.

S3. If this Defendant did not own or occupy the premises where Plaintiff's accident occurred as of the date of the Plaintiff's accident, please state the name and address of the person, firm and/or Corporation who did own and/or occupy the premises where Plaintiff's accident occurred as of the date of Plaintiff's accident.

S4. State whether this Defendant conducted any business on the premises where Plaintiff's accident occurred as of the date of Plaintiff's accident, and if so, set forth in detail and with particularity and specificity the nature of the business conducted.

S5. State whether any inspections or tests made of the accident site by Defendant, or anyone in Defendant's behalf, subsequent to the accident alleged by Plaintiff, and if so, please state the date of said inspection or test, an exact description of such inspection or test, the name, address and job title of the person who performed such inspection or test and the results of said inspection or test.

S6. State the date you first owned or occupied the premises.

S7. Enumerate specifically all of the things you contend the party serving these interrogatories did which should not have been done.

S8. Enumerate specifically all of the things you contend the party serving these interrogatories did not which should have been done.

S9. If Defendants contend that Plaintiffs sustained physical injuries at any time prior or subsequent to the subject accident, please state: a) the date of any and all said injuries; b) the nature of any said injuries.



# **EXHIBIT 2**

## DEMAND FOR PRODUCTION OF DOCUMENTS

**PLEASE TAKE NOTICE** that pursuant to R. 4:18-1, Plaintiffs demand the production for purposes of inspection and copying at the offices of The Vespi Law Firm, LLC, 361 Union Boulevard, Totowa, New Jersey 07512, within 45 days after services of the within pleadings, of the following items pertaining to the allegations of this Complaint:

1. A copy of any accident report, incident report or other documentation prepared by any agents, servants or employees of the Defendants contemporaneously with the accident which is the subject matter of this complaint.
2. A copy of the deed, lease agreement and any other contract relating to the premises, including a maintenance contract or agreement, for the entire premises.
3. All insurance agreements and policies maintained by the Defendant effective on the date of the subject incident, in accordance with Rule 4:10-2(b).
4. Copies of any and all photographs, videos, surveys, sketches, diagrams, blueprints or any other documentary evidence concerning the premises and the location of the accident, as it appeared on the date of the incident.
5. Copies of any and all statements of any party to this lawsuit, or their agents, servants and employees.
6. Copies of any statements by eyewitnesses to the accident.
7. Copies of any and all expert reports on the issue of liability or damages.
8. The names, addresses and current telephone numbers of all agents, servants and employees of the Defendants who were present at or near the premises at the time of the accident.
9. Copies of any and all photographs, videotapes, recordings, or any other documentary evidence of the Plaintiffs and Plaintiffs' accident whenever recorded, including, but not limited to, security videotapes of the premises on the date of the incident depicting the Plaintiffs' incident
10. Any and all documentation relating to any inspection performed at the premises by any municipal, state or federal office or agency, or private company, including, but not limited to, all notices, reports, citations, punch lists, bills, receipts or other documents relating to or resulting from such inspection.