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Attorney for Plaintiff, Stacey Crisman

STACEY CRISMAN,

Plaintiff,  
vs.

MCDONALD’S, INC.,  
OWNER/OPERATOR 1-5;  
JOHN/JANE DOE 1-5, ABC  
CORPORATION 1-5, (said names  
being fictitious of presently  
unidentified and unknown individuals  
or entities)  
Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION –  
MORRIS COUNTY  
DOCKET NO.:  
Civil Action

**COMPLAINT, JURY DEMAND,  
DEMAND FORM C, C(2) UNIFORM  
INTERROGATORIES,  
SUPPLEMENTAL  
INTERROGATORIES, DOCUMENT  
DEMAND AND INSURANCE  
INFORMATION**

Plaintiff, STACEY CRISMAN, residing at 50 North Hillside Avenue, Kenvil,  
County of Morris, State of New Jersey, by way of Complaint, states:

**FIRST COUNT**

1. On or about January 13, 2022, Plaintiff STACEY CRISMAN was a  
patron and business invitee at MCDONALD’S, located at 249 Route 10 East,  
Succasunna, County of Morris and State of New Jersey.

2. At said time and place, Defendants MCDONALD’S, their servant, agent  
and employee, OWNER/OPERATOR 1-5, JOHN/JANE DOE 1-5, ABC  
CORPORATION 1-5, distributed, manufactured, prepared food, sold food and  
owned and operated the premises located at the defendant MCDONALD’S  
restaurant located at 249 Rt. 10 East, Succasunna, New Jersey.

3. At the time and place aforementioned, an employee, servant and agent of the Defendant carelessly and negligently did not properly close the lid of a hot teacup served to the Plaintiff, thereby causing the scalding hot tea to spill on the Plaintiff's person, body, clothes and lap, when it was served by the Defendant's and its employee, servant and agent.

4. Defendants were negligent in the distribution, manufacturing, storage, preparation, inspection and service of the scalding hot tea in question, and/or were negligent in the use of the kitchen, service and preparation procedures, and/or proper training and supervision of their employees and/or otherwise negligent regarding the conduct associated with the service of the scalding hot tea in question and served to the Plaintiff.

5. That said incident arose as a result of the negligence of the defendants, its agents, servants, and/or employees, and that said negligence is also inferable based upon the doctrine of *res ipsa loquitur*.

6. The negligence of the Defendants, its agents, servants, and/or employees was a proximate cause of the serious injury to the plaintiff.

7. As a result, plaintiff STACEY CRISMAN sustained and suffered personal injury, both temporary and permanent in nature, has experienced and will continue to experience pain, suffering, disability, has been prevented from and will continue to be prevented from performing and engaging in everyday activities, has lost the enjoyment of life, has sustained economic damages, and has otherwise been damaged.

**WHEREFORE**, plaintiff STACEY CRISMAN demands judgment against Defendants MCDONALD'S, OWNER/OPERATOR 1-5, JOHN/JANE DOE 1-5, ABC CORPORATION 1-5, for such sums as well such sums that will reasonably and properly compensate her for compensatory damages, including pain and suffering, impairment, disability, loss of enjoyment of life, medical or economic losses, together with interest and costs, and such other relief the Court deems equitable and just, in accordance with the laws of the State of New Jersey.

**COUNT TWO**

8. Plaintiff repeats, incorporates and realleges each allegation in the proceeding Count as if the same were fully set forth herein.

9. Defendants, its agents, servants, and/or employees, violated the implied warranty of merchantability when manufactured, prepared and served the scalding hot tea to the Plaintiff in violation of the Uniform Commercial Code, as set forth in N.J.S.A. 12A:2-314

10. Defendants, its agents, servants, and/or employees, violated, the New Jersey Adulterated Food Statute, N.J.S.A.2A:58C-1 et seq. by negligently serving scalding hot tea to the plaintiff that was not reasonably fit, suitable or safe for its intended purpose, deviated from the design specifications, formulae, or performance standards of the manufacturer or from otherwise identical units manufactured to the same manufacturing specifications or formulae, failed to contain adequate warnings or instructions, and was produced in a defective manner.

11. As a result of the above referenced violations, defendants, its agents, servants, and/or employees are liable and/or strictly liable for plaintiff's personal injury from the contaminated foodstuff.

**WHEREFORE**, plaintiff STACEY CRISMAN demands judgment against Defendants MCDONALD'S, OWNER/OPERATOR 1-5, JOHN/JANE DOE 1-5, ABC CORPORATION 1-5, for such sums as well such sums that will reasonably and properly compensate her for compensatory damages, including pain and suffering, impairment, disability, loss of enjoyment of life, medical or economic losses, together with interest and costs, and such other relief the Court deems equitable and just, in accordance with the laws of the State of New Jersey.

### **COUNT THREE**

12. Plaintiff repeats, incorporates and realleges each allegation in the proceeding Counts as if the same were fully set forth herein.

13. OWNER/OPERATOR 1-5, JOHN/JANE DOE 1-5, ABC CORPORATION 1-5, fictitious parties are either persons or entities, whose identities are not yet known despite reasonable diligence, who were negligent in the distribution, manufacturing, storage, preparation, inspection and service of the scalding hot tea food in question, and/or were negligent in the use of the kitchen, service and preparation procedures, and/or proper training and supervision of their employees and/or otherwise negligent regarding the conduct associated with the scalding hot tea in question and served to the Plaintiff, and whose negligence, which is also inferable from *res ipsa loquitur*, proximately caused the plaintiff's personal injuries.

14. OWNER/OPERATOR 1-5, JOHN/JANE DOE 1-5, ABC CORPORATION 1-5, fictitious parties, are either persons or entities, whose identities are not yet known despite reasonable diligence, and who violated the implied warranty of merchantability and/or the New Jersey Adulterated Food Statute regarding any aspect of contamination of the foodstuff in question, and/or who are liable under the New Jersey Product Liability Act as a manufacturer, processor, supplier, wholesaler, retailer, distributor, server, commercial establishment, or otherwise associated in any capacity with the contaminated foodstuff in question, and whose conduct was a proximate cause of plaintiff's personal injury.

**WHEREFORE**, plaintiff STACEY CRISMAN demands judgment against defendants OWNER/OPERATOR 1-5, JOHN/JANE DOE 1-5, ABC CORPORATION 1-5, fictitious parties for such sums as well such sums that will reasonably and properly compensate her for compensatory damages, including pain and suffering, impairment, disability, loss of enjoyment of life, medical or economic losses, together with interest and costs, and such other relief the Court deems equitable and just, in accordance with the laws of the State of New Jersey.

#### **CERTIFICATION**

PLEASE TAKE NOTICE pursuant to the provisions of R.4:5-1, the undersigned attorney certifies that this matter is not the subject of another action pending in Superior Court.

#### **JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues.

**NOTICE PURSUANT TO RULES 1:5-1 (A) AND 4:17**

PLEASE TAKE NOTICE take notice that the undersigned attorney, counsel for the plaintiff, hereby demands pursuant to Rules 1:5-1 (a) and 4:17 (c), that each party herein serving pleadings and interrogatories and receiving answers thereto, serve copies of all such pleadings and answered interrogatories received from any party, including any documents, papers and other materials referred to therein, upon the undersigned attorney, and take notice that this is a continuing demand.

**NOTICE TO PRODUCE**

**PLEASE TAKE NOTICE** that in accordance with Rule 4:10-2, et seq., and Rule 4:18-1 specifically, Plaintiff, demands that Defendants provide copies of all discoverable materials within thirty (30) days after the service of this request. If Defendants believe something is not discoverable, please identify the item or information and state why it is not discoverable. If the item cannot be copied, please state what it is so a mutually convenient date and time can be agreed upon for inspection or reproduction of the item

**DEFINITIONS**

A. "Document" or "Documents" mean(s) the original and any identical or non-identical copy regardless of origin or location, or any writing or record of any type or description, including pamphlet, periodical, letter, memorandum, telegram, report, record, study, handwritten or other note, working paper, charge, paper, card, index, tape, computer disc, data sheet, or data processing card, correspondence, table, analysis, schedule, diary, message (including, but

not limited to, reports of telephone conversations or conferences, bulletins, instructions, intraoffice communications), purchase orders, bills of lading, bid tabulations, questionnaires, surveys, contracts, leases, deeds, assignments, books of account, invoices, films, photographs, photographic negatives, tape recordings (or any transcribed recording(s), drawings, and other data compilations from which information can be obtained to describe punch taped filed.

B. "Premises" refers to that area set forth in the Plaintiffs Complaint where the occurrence took place.

1. The entire contents of any investigation file or files and any other documentary material in your possession which supports or relates to the allegations of defendants' answer (excluding references to mental impressions, conclusions or opinions representing the value or merit of the claim or defense or respecting strategy or tactics and privileged communications to and from counsel).

2. Any and all statements concerning this action, as defined by Rule 4:10-2 from any witnesses including any statements from the parties herein, or their respective agents, servants or employees.

3. Copies of all photographs of the parties involved, vehicles involved, equipment involved, scene of accident or any other photos which defendants intend to use in discovery or at the time of trial. Also, give the name and address of the photographer.

4. Any and all documents containing the name and home business address of all individuals contacted as potential witnesses.

5. Names and addresses of any expert witnesses consulted and attach hereto copies of any reports received from experts with a copy of their curriculum vitae.

6. A copy of all insurance policies under which the defendants are provided coverage for the incident which is the subject matter of the Complaint.

7. Any and all other discoverable information, documentation and/or other evidence either in any defendant's possession, under the control of any defendant, or otherwise known to any defendant or any other entity.

8. Any and all statements, reports, writings, letters, documents, and/or papers that were made, completed, or signed by Plaintiff(s) or defendant(s), their agents, representatives or employees.

9. Any and all statements made by witnesses to any events described in all of the paragraphs of plaintiffs Complaint, along with their names and addresses.

10. Any and all statements made by any person other than defendant(s) or any eyewitnesses which relate or refer in any way to the incident described in plaintiffs Complaint.

11. Any and all written reports rendered by defendant(s)' proposed expert witnesses including but not limited to any medical expert witnesses intended or not intended to be called at the time of trial.



12. Any and all documents provided to defendant(s)'s proposed expert witnesses which said expert may or may not rely upon at the time of trial

13. Any and all hospital reports, doctors' reports, doctors' office records, medical reports, x-rays reports, diagnostic testing reports, medical bills, drug bills, and any other documented medical information of any nature, kind or description upon which you will or may rely upon at trial in the direct or cross-examination of any witness.

14. Copies of any and all other records or documents supporting your allegations set forth in your affirmative defenses.

15. Any and all other documents of any nature, kind or description upon which you will rely or that are relevant to the allegations of comparative negligence set forth in the Answer.

16. Any and all statements, written, typed or verbal in nature, upon which you will rely at trial or which are relevant to the incident in question or the defenses alleged.

17. Any and all accident reports or incident reports prepared by anyone as a result of the subject accident or incident.

18. Any and all investigation reports prepared by anyone regarding the subject matter of this lawsuit.

19. Insofar as every allegation of wrongdoing you have set forth as against this plaintiff, provide all factual documentation upon which you intend to rely in establishing same.

20. Demand is hereby made that any and all documentation obtained by any party to this litigation, whether by subpoena, subpoena duces tecum, authorization or any source, be provided. Failure to do so will result in an objection to their use for any reason whatsoever at the time of Arbitration and/or trial. Any and all documents provided to defendant(s)'s proposed expert witnesses which said expert may or may not rely upon at the time of trial.

21. Any and all books, treatises, commentaries, reports, statutes, codes, ordinances, rules, regulations or other published documents referred to and utilized by or relied upon by any expert witness whom defendant(s) intend(s) to call at trial.

22. The name and address of the defendant(s)'s insurance carrier(s); the amount of coverage for personal injury liability; the amount of coverage for medical payment liability; and the name and address and policy number of the insurance company providing umbrella and/or excess coverage, or a complete copy of the aforesaid policies, whichever is more convenient.

23. Any and all written reports or summaries of oral reports, as well as a copy of the curriculum vitae, of any and all experts that have supplied reports to the Demand is hereby made for a copy of any and all pleadings, discovery and/or any other information and/or documentation provided and/or exchanged by any parties to this litigation.

24. Copies of all agreements between any of the parties having to do with the food distribution, food service, maintenance, ownership, food manufacturing, of the Defendants.

25. Copies of all training materials, handbooks, and documents having to do with the food distribution, food service, maintenance, ownership, food manufacturing, food preparation, employee training, food inspection, and kitchen and food service for all patrons at the Defendant.

**DEMAND FOR ANSWERS TO SUPPLEMENTAL INTERROGATORIES**

Pursuant to R. 4:17-1 et seq., Plaintiff hereby demands that all Defendants provide certified answers to the below Supplemental Interrogatories within sixty (60) days from its Answer:

1. Please state the name of any person or entity who is responsible for operation, cleaning, repair, maintenance, service, management, and supervision of the Premises.

2. What procedures, training, manuals, or other information did the Defendant have in place for regular inspection of the Premises on date of the accident?

3. If any, outside companies or vendors performed work at the Premises at any time on or prior to the accident provide the names and addresses, as well as, any documentation pertaining to said work.

4. If you are claiming any statutory or common law immunity, please state the nature of the alleged immunity and the facts upon which you will rely to establish your claim.

5. Provide a list of names and addresses of all employees of Defendant that were scheduled to work at the Premises?

6. Were there any surveillance cameras inside the Premises? If so, provide a copy of the footage from opening to closing on that date.

7. Has anyone ever been burned by hot liquid or food prior to the date of the accident? If so, state all identifying information including but not limited to, date, name of parties, claim number, docket number and result of claim.

8. Provide the names and addresses of all owners of on the date of the accident.

**NOTICE PURSUANT TO RULE 1:7-1(b)**

PLEASE TAKE NOTICE Plaintiffs intend to utilize the time-unit basis for calculating unliquidated damages in Plaintiffs' closing statement to the jury and the Court.

LAW OFFICE OF HOWARD P. LESNIK  
Attorney for Plaintiff STACEY CRISMAN

*s/ Howard P. Lesnik*  
HOWARD P. LESNIK

Dated: 1/4/2024