

LUTZ, SHAFRANSKI, GORMAN and MAHONEY, P.A.

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Attorneys for Plaintiff(s)
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Plaintiff(s)

THOMAS G. ERRICO and LISA
ERRICO,

vs.

Defendant(s)

PARANEE Y. SUN; LIBERTY MUTUAL
INSURANCE; PROGRESSIVE GARDEN
STATE INSURANCE COMPANY;
PHILADELPHIA INSURANCE
COMPANIES; and CENTRAL JERSEY
JOINT INSURANCE FUND.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.

CIVIL ACTION

**COMPLAINT AND DEMAND
FOR TRIAL BY JURY**

Plaintiffs, residing at 32 Karen Place, Edison, New Jersey,
complaining of the defendants, hereby allege and say:

FIRST COUNT

1. On or around October 5, 2015, the plaintiff, Thomas Errico, was acting within the course and scope of his employment with the Edison Township Police Department while operating his employer's vehicle on Route 1 in Edison, New Jersey.

2. At the aforesaid time and place, the defendant, Paranee Y. Sun, was the owner and/operator of a motor vehicle which she carelessly and negligently operated while the plaintiff was a pedestrian, causing his body to strike the roadway.

3. As a direct and proximate result of the carelessness and negligence of defendant Paranee Y. Sun as aforesaid, the plaintiff Thomas Errico sustained severe personal injuries, has

and will suffer pain, has and will incur medical expenses, and has and will be unable to engage in his usual occupation and activities, all to his damage.

WHEREFORE, plaintiff Thomas Errico demands judgment against the defendant Paranee Y. Sun for damages, interest and costs of suit on this count.

SECOND COUNT

1. Plaintiffs repeat each allegation set forth in the First Count as if fully set forth at length herein.

2. On and before October 5, 2015, the plaintiffs were named insureds on an automobile insurance policy issued by Liberty Mutual Insurance, which policy contained a \$100,000.00 uninsured/underinsured motorists endorsement.

3. On and before October 5, 2015, plaintiff Thomas Errico was a named insured on a motorcycle insurance policy issued by Progressive Garden State Insurance Company, which policy contained a \$15,000.00 uninsured/underinsured motorists endorsement.

4. On and before October 5, 2015, plaintiff Thomas Errico was a named insured on a collector vehicle insurance policy issued by Philadelphia Insurance Companies, which policy contained a \$35,000.00 uninsured/underinsured motorists endorsement.

5. On and before October 5, 2015, plaintiff Thomas Errico's employer, the Edison Township Police Department, was a named insured or otherwise insured on a business automobile insurance plan or policy issued by the Central Jersey Joint Insurance Fund, which plan or policy contained a \$15,000.00 uninsured/underinsured motorists endorsement.

6. As defendant Paranee Y. Sun was uninsured or underinsured at the time of the subject incident, plaintiff demands uninsured/underinsured motorists benefits from Liberty Mutual Insurance, Progressive Garden State Insurance Company, Philadelphia Insurance Companies, and Central Jersey Joint Insurance Fund, respectively.

WHEREFORE, plaintiff Thomas Errico demands judgment against the defendants, Liberty Mutual Insurance, Progressive Garden State Insurance Company, Philadelphia Insurance Companies, and Central Jersey Joint Insurance Fund, respectively, for damages, interest and costs of suit on this count.

THIRD COUNT

(Breach of Duty of Good Faith and Fair Dealing)

1. Plaintiffs repeat each allegation set forth in the First and Second Counts as if fully set forth at length herein.

2. The actions of defendants, Liberty Mutual Insurance; Progressive Garden State Insurance Company; Philadelphia Insurance Companies; and Central Jersey Joint Insurance Fund, respectively, are in violation of the New Jersey Unfair Claims Settlement Practices Act, as set forth in N.J.S.A. 17:29B-1, et seq., N.J.S.A. 17B:30-13.1, and N.J.S.A. 11:2-17.1, et seq., in that defendants, Liberty Mutual Insurance; Progressive Garden State Insurance Company; Philadelphia Insurance Companies; and Central Jersey Joint Insurance Fund, respectively, acted in bad faith by (a) attempting to effectuate a prompt, fair and equitable settlement of a claim where responsibility was not an issue for payment and it was reasonably clear that full benefits were

payable, (b) in refusing to pay the plaintiffs' claim without conducting a reasonable investigation based upon all available information, and (c) by compelling the plaintiffs to institute litigation to recover amounts due under their respective insurance policies.

3. As a directed and proximate result of the unfair and wrongful settlement claims practice of defendants, Liberty Mutual Insurance; Progressive Garden State Insurance Company; Philadelphia Insurance Companies; and Central Jersey Joint Insurance Fund, plaintiffs have suffered damages.

WHEREFORE, plaintiffs Thomas Errico and Lisa Errico demand judgment against the defendants, Liberty Mutual Insurance, Progressive Garden State Insurance Company, Philadelphia Insurance Companies, and Central Jersey Joint Insurance Fund, respectively, for compensatory and punitive damages, interest and costs of suit on this count.

FOURTH COUNT

1. Plaintiffs repeat each allegation set forth in the First through Third Counts as if fully set forth at length herein.

2. Plaintiff, Lisa Errico, is the wife of the plaintiff, Thomas Errico, and at all relevant times herein has been his wife.

3. As a direct and proximate result of the carelessness and negligence of defendants as aforesaid, plaintiff Lisa Errico has been denied the services, companionship, and consortium of the plaintiff, Thomas Errico.

4. Plaintiff, Lisa Errico, demands judgment against defendant Paranee Y. Sun, and uninsured motorist benefits from

defendants Liberty Mutual Insurance; Progressive Garden State Insurance Company; and Philadelphia Insurance Companies; Central Jersey Joint Insurance Fund, for *per quod* damages.

WHEREFORE, plaintiff Lisa Errico demands judgment against the defendants, Paranee Y. Sun; Liberty Mutual Insurance, Progressive Garden State Insurance Company, Philadelphia Insurance Companies, and Central Jersey Joint Insurance Fund, respectively, for damages, interest and costs of suit on this count.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury as to all issues in the within Complaint.

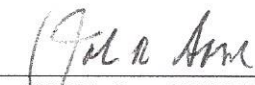
CERTIFICATION PURSUANT TO R. 4:5-1

The matter in controversy in this case is not, to the best of my knowledge, the subject of any other action pending in any Court or pending Arbitration proceeding, nor is any action or Arbitration contemplated at this time. I am not aware of any other parties who should be joined in this action at the present time.

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4, John R. Gorman, Esq. is hereby designated as trial counsel in the within matter.

LUTZ, SHAFRANSKI, GORMAN
and MAHONEY, P.A.
Attorneys for Plaintiff(s)

BY: 

JOHN R. GORMAN

Date: September 22, 2017

LAW OFFICES

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