

POMPELIO & POMPELIO, ESQS.
283 Sparta Avenue
Sparta, New Jersey 07871
973-729-7337
Attorney for Plaintiff

RICHARD BALESTRINO,

Plaintiff

vs

THE COMMUNITY CORPORATION
OF HIGH POINT, BURNS
INTERNATIONAL SECURITY
SYSTEMS, R.H., T.S., J.C.,
and E.R., Names Being Fictitious,
Individually

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

DOCKET NO.: MRS-L-638-99

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff, Richard Balestrino, residing in Vernon, Sussex County, New Jersey, by way of Complaint against Defendants, says:

PARTIES

1. Plaintiff, Richard Balestrino, who at the time of the incident that is the subject of this lawsuit, resided at The High Point Country Club Condominiums, currently resides at 30 Pleasant Valley Drive, Vernon, Sussex County, New Jersey, 07462.

2. Defendant Community Corporation of High Point, whose address is P.O. Box 1301 Montague, New Jersey 07827, is the condominium association of High Point Country Club Condominiums.

3. Burns International Security Systems, headquartered at 2 Campus Drive, Parsippany, Morris County, New Jersey 07054 is the acting agent for the Community Corporation of High Point, and provided the security for the High Point Country Club Condominiums.

4. Defendant R.H. resides at 240A Old Chimney Ridge Road, Montague, Sussex County, New Jersey 07827.

5. Defendant, J.C., detained at The New Jersey Training School, P.O.Box 500, Jamesburg, Middlesex County, New Jersey 08831.

6. Defendant, T.S., resides at 201 Old Chimney Road, Montague, Sussex County, New Jersey 07827.

7. Defendant, E.R., resides at 358 Rolling Ridge Road, Montague, Sussex County, New Jersey 07827.

FACTS

____ 8. Defendant Community Corporation of High Point, is the condominium association responsible for the Highpoint Country Club Condominiums.

9. The Community Corporation of High Point contracted with Burns International Security in 1997 to provide security for The High Point Country Club Condominiums.

10. Defendant Burns International Security Systems acted as agent for the Community Corporation of High Point and was

responsible for providing security for the Condominiums on July 15, 1997.

11. Defendant Burns International Security Systems was responsible for guarding the entrance gate to the High Point Condominiums and for patrolling the premises of the High Point Condominiums to provide security.

12. On or about July 15, 1997, Defendants R.H., J.C., T.S., and E.R., who were juveniles, congregated on the basketball courts of the High Point Condominiums and consumed alcohol.

13. On or about July 15, 1997, Plaintiff Richard Balestrino and his friend Dawn Benko were lawfully on the premises of the High Point Condominiums and attempted to use the community's beach area.

14. Defendants R.H., J.C., T.S., and E.R. verbally harassed Plaintiff Ballestrino and Dawn Benko with vulgar and threatening speech, causing Plaintiff and Dawn Benko to leave the beach and basketball court area.

15. Plaintiff Richard Balestrino returned alone to the basketball courts to speak to the Defendants, R.H., J.C., T.S. and E.R..

16. Said Defendants physically attacked Plaintiff by kicking him and beating him with golf clubs.

17. Plaintiff Richard Balestrino suffered multiple fractures to his skull, a broken right knee, gashes to his left leg, and multiple bruises all over his body as a result of Defendants' physical attack.

18. Plaintiff received extensive medical treatment for his injuries.

19. As a direct result of Defendants' attack upon Plaintiff, Plaintiff Richard Balestrino has sustained permanent dent in his head and suffers from permanent knee damage.

FIRST COUNT

Negligent supervision and hiring

20. Plaintiff repeats and makes a part hereof the allegations contained in the previous paragraphs of this Complaint as if same were more fully set forth at length herein.

21. On July 15, 1997, Plaintiff was lawfully on the premises of the High Point Country Club Condominiums which was controlled by The Community Corporation of High Point, the condominium association.

22. At the time and place aforesaid, Defendant Community Corporation of High Point, did negligently permit a condition to exist upon their premises wherein they permitted the intoxicated defendants, R.H., J.C., T.S. and E.R. to remain on the community basketball courts where they harassed and beat Plaintiff.

23. Defendant Community Corporation of High Point owed a duty to Plaintiff to protect and safeguard him from such dangerous conditions.

24. Defendant Community Corporation of High Point wrongfully breached this duty to Plaintiff in that they negligently failed

to supervise their agent, Burns Security International, and such negligence was foreseeable, constituting the proximate cause of physical and emotional injuries and such other compensatory damages sustained by Plaintiff.

25. As a result of the negligent conduct of the Defendant Community Corporation of High Point, Plaintiff has incurred compensatory damages, including but not limited to physical pain and suffering, medical expenses, emotional trauma and emotional distress, diminished enjoyment of life, costs of counseling, lost wages, and will continue to suffer such compensatory damages in the future,

WHEREFORE, Plaintiff demands judgment against Defendant Community Corporation of High Point for compensatory damages, together with attorney fees, costs of suit and such further relief as this Court deems equitable and just.

SECOND COUNT

Negligence

26. Plaintiff repeats and makes a part hereof the allegations contained in previous paragraphs 1- 16 and the First Count of this Complaint as if same were more fully set forth at length herein.

27. On July 15, 1997, Plaintiff was lawfully on the premises of the High Point Country Club Condominiums where Defendant Burns International Security Systems acting as agent

for the Community Corporation of High Point, was responsible for providing security on the premises.

28. At the time and place aforesaid, Defendant Burns International Security Systems did negligently provide security for the premises wherein they permitted the intoxicated Defendants R.H., J.C., T.S. and E.R. to remain on the community basketball courts where they harassed and beat Plaintiff.

29. Defendant Burns International Security Systems owed a duty to Plaintiff to protect and safeguard him from such dangerous conditions.

30. Defendant Burns International Security Systems wrongfully breached this duty to Plaintiff in that they negligently provided security, and such negligence was foreseeable, constituting the proximate cause of physical and emotional injuries and such other compensatory damages sustained by Plaintiff.

31. As a result of the negligent conduct of the Defendant, Burns International Security Systems, Plaintiff has incurred compensatory damages, including but not limited to physical pain and suffering, medical expenses, emotional trauma and emotional distress, diminished enjoyment of life, costs of counseling, lost wages, and will continue to suffer such compensatory damages in the future,

WHEREFORE, Plaintiff demands judgment against Defendant Burns International Security Systems, for compensatory damages, together with attorney fees, costs of suit and such further relief as this Court deem equitable and just.

THIRD COUNT

Assault & Battery

32. Plaintiff repeats and makes a part hereof the allegations contained in previous paragraphs and the Counts of this Complaint as if same were more fully set forth at length herein.

33. At all times referred to herein, Defendants R.H., J.C., T.S. and E.R. did commit upon Plaintiff an assault, battery and assault and battery through their intentional and unpermitted acts as heretofore described upon Plaintiff.

34. As a result of the conduct of the Defendants R.H., J.C., T.S. and E.R., Plaintiff has incurred compensatory damages, including but not limited to physical pain and suffering, medical expenses, emotional trauma and emotional distress, diminished enjoyment of life, cost of counseling, and lost wages, and will continue to suffer such compensatory damages in the future.

35. Defendant R.H. plead guilty to the charge of 3rd degree assault.

36. Defendant T.S. plead guilty to the charge of simple assault.

37. Defendant E.R. plead guilty to being an accomplice to assault.

38. Defendant J.C. was found guilty on two separate charges of 2nd degree assault relating to two separate incidents where he assaulted Plaintiff Richard Balestrino.

39. The conduct of Defendants, R.H., J.C., T.S. and E.R. was willful and wanton and Plaintiff is entitled as a matter of law to an award of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendants R.H., J.C., T.S. and E.R. for compensatory and punitive damages, together with attorney's fees, costs of suit and such further relief as this Court may deem equitable and just.

Dated: February 11,1999

POMPELIO & POMPELIO, Esqs.
Attorney for Plaintiff

By:

RICHARD D. POMPELIO

JURY DEMAND

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

Dated: February 11,1999

POMPELIO & POMPELIO, EsqS.
Attorney for Plaintiff

By:

RICHARD D. POMPELIO

CERTIFICATION

I hereby certify pursuant to R.4:5-1 that this matter is not presently the subject of any other action pending in any court or of a pending arbitration proceeding. Furthermore, no such action

or arbitration proceeding is being contemplated at this time. Also, to the best of my knowledge, there are no other parties that should be joined in this action at this time.

Dated: February 11, 1999

POMPELIO & POMPELIO, Esqs.
Attorney for Plaintiff

By:

RICHARD D. POMPELIO

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of R.4:25-4, Richard D. Pompelio Esq. is hereby designated as trial counsel on behalf of Plaintiff.

Dated: February 11, 1999
Esqs.

POMPELIO & POMPELIO,

Attorney for Plaintiff

By:

Richard D. Pompelio