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KATHLEEN LONG	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION:
	:	HUNTERDON COUNTY
Plaintiffs,	:	
	:	DOCKET NUMBER: L - 639-07
v.	:	
	:	CIVIL ACTION
CAMERON BALLOONS;	:	
JOHN LONG;	:	
ABC CORPORATION; DEF	:	
COMPANY, fictitious businesses	:	
whose identities are unknown,	:	COMPLAINT AND
	:	JURY DEMAND
Defendants.	:	

Plaintiffs KATHLEEN LONG, residing in the County of Hunterdon, and State of New Jersey, by way of Complaint against defendants, say

JURISDICTION AND VENUE

1. Plaintiff, Kathleen Long and Defendant John Long, are individuals living in Hunterdon County, New Jersey.
2. At all times mentioned herein, Defendant Cameron Balloons, is a foreign corporation, with its principal offices located in Michigan. This Defendant intentionally and purposefully availed itself of the markets of New Jersey through the promotion, sale, marketing, design, production and/or distribution of its products in the state. This defendant develops, markets, produces, designs and distributes hot air balloons and accessories. This Defendant has at all times mentioned reached out to the State of New

Jersey with the intent to accomplish the sale of its products within New Jersey, with the foreseeable consequences that defendant would be sued in New Jersey, and therefore it is appropriate that the defendant should be sued in New Jersey under New Jersey law.

3. Defendant John Long was a foreseeable purchaser of the Defendant Cameron's product. Plaintiff Kathleen Long was a foreseeable user of the product.

4. ABC Corporation is a fictitious name for an unknown company that was responsible for manufacturing parts for the Cameroon Balloon. DEF Company is a fictitious name for an unknown company that was responsible for distributing and/or selling the Cameron balloon

FACTUAL ALLEGATIONS

5. On October 30, 2005, Defendant John Long was the owner of a Cameron Hot Air Balloon.

6. Defendant John Long used said Cameron Hot Air Balloon as part of his business whereby clients would pay him for hot air balloon rides above Hunterdon County.

7. Plaintiff Kathleen Long, at all times, was and is the wife of Defendant John Long.

8. On October 30, 2005, plaintiff Kathleen Long, was involved in the process of assisting her husband in the launching of the balloon in Bethlehem Township,

Hunterdon County, New Jersey.

9. While assisting her husband, Kathleen Long's ankle became entangled in one of the lines. When the balloon took off, Kathleen Long was lifted by her ankle into the air with the balloon. Shortly after takeoff, she was spontaneously untangled from the lines and then was dropped over 50 feet, landing on and crashing through the roof and floor boards of a barn.

10. As a result of the fall, Kathleen Long was seriously and permanently injured.

FIRST COUNT
(Breach of Express Warranty)

11. Plaintiff repeats the allegations contained in paragraphs 1 through 10 above as though set forth at length herein.

12. At all times mentioned, defendant Cameron Balloons manufactured hot air balloons and accessories for ultimate use by consumers.

13. John Long purchased a Cameron Hot Air Balloon.

14. The Hot Air balloon was in its original carton which was firmly sealed and in the condition existing at the time of its delivery by defendant to its distributor from which it was purchased.

15. Prior to the purchase of the hot air balloon by Defendant John Long, Defendant Cameron Hot Air Balloons induced purchases of the balloon by expressly warranting to end users by advertisements directed to the attention of the public of the State of New Jersey and particular to the ultimate consumers that they, including the plaintiff, could safely use the balloon and that it would require no attention or special precautions.

16. Defendant expressly warranted the balloon as being safe.

17. Plaintiff relied on the skill and judgment of defendant and defendant's express warranties described above.

18. Defendant's express warranties concerning it were not true in that the balloon was not safe.

19. When Defendant John Long purchased the balloon, the product was not reasonable, suitable and fit for use without special attention and precautions.

20. Defendant's breach of the express warranties was a direct and proximate cause of Plaintiff Kathleen Longs' injuries.

WHEREFORE, PLAINTIFF KATHLEEN LONG, demands judgment against defendants for damages, interest, costs of suit, attorney's fees, and such other relief the court deems just.

SECOND COUNT
(Breach of Implied Warranty)

21. Plaintiff repeats the allegations contained in paragraphs 1 through 20 above as though set forth at length herein.

22. Defendant Cameron Balloons impliedly warranted that the hot air balloon was fit to safely launch from the ground and then fly above ground, taking several passengers for a ride, the purpose for which it was designed.

23. Defendant Cameron Balloons also impliedly warranted that the hot air balloon was a safe and suitable instrument to its use, and that the product was fit and suitable for the use, in fact, made by Plaintiff.

24. In using the hot air balloon, Plaintiff relied on Defendant's skill and judgment and the implied warranty of fitness for the purpose for which the balloon was intended.

25. In fact, the hot air balloon was not fit for use for its intended purpose and as a result of defendant's breach of warranty of fitness of the hot air balloon, Plaintiff Kathleen Long sustained severe, permanent injuries.

WHEREFORE, PLAINTIFF KATHLEEN LONG, demands judgment against defendants for damages, interest, costs of suit, attorney's fees, and such other relief the court deems just.

THIRD COUNT
(Breach of Warranty of Merchantability)

26. Plaintiff repeats the allegations contained in paragraphs 1 through 25 above as though set forth at length herein.
27. Plaintiff alleges, on information and belief, that the hot air balloon purchased by Defendant John Long, is a consumer good and was subject to an implied warranty of merchantability pursuant to NJSA § 12A:2-314. Defendant Cameron Hot Air Balloons did not effectively disclaim the warranty.
28. Plaintiff relied on Defendant's skill and judgment and the implied warranties.
29. In fact, Defendant breached the implied warranty of merchantability and as a result of defendant's breach of warranty, Plaintiff Kathleen Long sustained severe, permanent injuries.

WHEREFORE, PLAINTIFF KATHLEEN LONG, demands judgment against defendants for damages, interest, costs of suit, attorney's fees, and such other relief the court deems just.

FOURTH COUNT
(Negligence)

30. Plaintiff repeats the allegations contained in paragraphs 1 through 29 above as though set forth at length herein.
31. At all material times, Cameron Hot Air Balloons had a duty to use reasonable care in the manner in which it designed and manufactured the subject hot air balloon.
32. Cameron Hot Air Balloons breached that duty of care by negligently and carelessly designing and manufacturing the subject balloon in the following ways:

- A. the subject balloon was not properly designed or manufactured in that the vent and parachute lines created a hazard;
 - B. the subject balloon was not properly designed or manufactured because it failed to include a safeguard or other mechanism to prevent someone from becoming entangled in the dangling parachute and vent lines;
 - C. the subject balloon was not properly designed or manufactured because neither the owners' manual or the balloon contained any kind instructions and/or warnings with regard to the dangling parachute and vent lines.
 - D. The subject balloon was not adequately tested to determine whether it was safe for the consuming public;
 - E. Cameron Balloons failed to warn the consuming public of the dangers inherent in the design and construction of the balloon; specifically there were inadequate warnings of the danger of the dangling vent and parachute lines;
 - F. Cameron Balloons knew or should have known, based upon past experience with the hot air balloon and the vent lines that the parachute and vent lines were dangerous and created a hazard but it failed to make appropriate changes in the design and manufacture of the balloons and parachute lines;
 - G. Cameron Balloons failed to recall the subject balloon after it became aware of the defects alleged above.
33. As a result of the negligent design and manufacture, plaintiff Kathleen Long was seriously and permanently injured.

WHEREFORE, PLAINTIFF KATHLEEN LONG, demands judgment against defendants for damages, interest, costs of suit, attorney's fees, and such other relief the court deems just.

FIFTH COUNT
(Strict Liability)

34. Plaintiff repeats and reiterates the allegations contained in paragraphs 1 through 33 of the Complaint as if set forth at length herein.

35. Defendants, Cameron Balloons and ABC Corporation, were responsible for the design, sale, manufacturing, and distribution of the balloon which caused the plaintiff's injuries.

36. The balloon was not designed and/or manufactured properly causing the subject accident and resultant serious injuries.

37. Defendants were strictly liable in the manufacture and design of the product under N.J.S.A. §§ 2A:58C-1 et seq. in that they:

1. Improperly designed the balloon;
2. Failed to provide proper safeguards, and warnings or removed same;
3. Were otherwise strictly liable;

38. As a direct and proximate result of the joint and several negligence of these defendants and through strict liability, as aforesaid, the plaintiff, Kathleen Long suffered severe, serious painful and permanent injuries, suffered great pain and was and will in the future be compelled to spend large sums of money for medical care and treatment, and will be prevented from attending to her duties and normal activities.

WHEREFORE, PLAINTIFF KATHLEEN LONG demands judgment against these defendants for damages, interest, costs of suit, attorney's fees, and such other relief the court deems just.

SIXTH COUNT
(Intentional Misconduct)

39. Plaintiff repeats and reiterate the allegations contained in paragraphs 1 through 38 of the Complaint as if set forth at length herein.

40. Upon information and belief, the Defendants Cameron Ballons, ABC Corporation and DEF Company knew or should have known that the design and manufacture of the vent lines created a distinct tripping hazard, had notice of such hazard, and that it had occurred in other prior cases, yet they did nothing to resolve the dangerous condition.

41. The defendants issued no recalls, disseminated no added warnings, and did absolutely nothing to make their purchasers aware of the inherent danger which caused the injuries sustained by the plaintiff.

42. The conduct of the defendants, in this regard, was intentional

WHEREFORE, PLAINTIFF KATHLEEN LONG demands judgment against these defendants for compensatory and punitive damages, interest, costs of suit, attorney's fees, and such other relief the court deems just.

SEVENTH COUNT
(Negligence Of Defendant John Long)

43. Plaintiff repeats and reiterates the allegations contained in paragraphs 1 through 42 of the Complaint as if set forth at length herein.

44. The Defendant, John Long was negligent in the maintenance, care, operation or use of the balloon in question.

45. Defendant, John Long's negligence was a proximate cause of the injuries suffered by the Plaintiff.

46. The Plaintiff's injuries were a foreseeable consequence of the Defendant's negligence.

WHEREFORE, PLAINTIFF KATHLEEN LONG demands judgment against these defendants for damages, interest, costs of suit, attorney's fees, and such other relief the court deems just.

DESIGNATION OF TRIAL COUNSEL

Salvatore P. DiFazio, is designated as trial counsel for plaintiffs KATHLEEN LONG, in the above matter.

CERTIFICATION OF NO OTHER ACTIONS

Pursuant to Rule 4:25-4, it is stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge or belief. Also, to the best of our belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original certification.

JURY DEMAND

The plaintiff, KATHLEEN LONG demands a trial by jury on all of the triable issues of this complaint.

DEMAND FOR INSURANCE INFORMATION

Pursuant to Rule 4:10-2(b), demand is made that defendant disclose to plaintiff's attorney whether or not 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 indemnify or reimburse for payments made to satisfy the judgment and provide plaintiff's attorney with true copies of those insurance agreements or policies, including but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe and umbrella policies.

Dated:

October 29, 2007



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