

**EICHEN CRUTCHLOW ZASLOW, LLP**

Robert J. Banas, Esq. ID#: 161632015  
40 Ethel Road  
Edison, New Jersey 08817  
732-777-0100  
*Attorneys for Plaintiff*

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MARCO FARIA and BONNIE ECKERT-FARIA,

Plaintiff,

vs.

MILTON JEREZ, 2SH SERVICES LLC, ANTHONY LOGISTICS OF HUDSON COUNTY LLC, JOHN DOES 1-10 (fictitious names), and ABC CORP. 1-10 (fictitious name),

Defendants.

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

**COMPLAINT AND JURY DEMAND,  
CERTIFICATION, DEMAND FOR  
PRODUCTION OF DOCUMENTS,  
DEMAND FOR INTERROGATORIES  
AND DESIGNATION OF TRIAL  
COUNSEL**

Plaintiff, MARCO FARIA, residing in the City of Middletown, Monmouth County and State of New Jersey, complaining of Defendants alleges and says:

**FIRST COUNT**

1. Defendant, 2SH SERVICES LLC, was and still is a limited liability company, duly organized and existing under and by virtue of the laws of the State of New Jersey, with its principal place of business located at 9 Marion Pepe Drive, Apartment A, Lodi, New Jersey 07644.

2. Defendant, ANTHONY LOGISTICS OF HUDSON COUNTY LLC, was and still is a limited liability company, duly organized and existing under and by virtue of the laws of the State of New Jersey with its principal place of business located at 324 52<sup>nd</sup> Street, Apartment 14, West New York, New Jersey 07093.

3. On or about February 10, 2021, Defendant, 2SH SERVICES LLC, was the owner, of the 2013 Hino Box Truck bearing the New Jersey license plate number, XJKP49 (hereinafter referred to as "subject truck").

4. On or about February 10, 2021, and for some time prior thereto, Defendant 2SH SERVICES LLC, its agents, representatives, and employees managed, maintained, and controlled the subject truck.

5. On or about February 10, 2021, Defendant, ANTHONY LOGISTICS OF HUDSON COUNTY LLC, was the owner, of the subject truck.

6. On or about February 10, 2021, and for some time prior thereto, Defendant ANTHONY LOGISTICS OF HUDSON COUNTY LLC, its agents, representatives, and employees managed, maintained, and controlled the subject truck.

7. On or about February 10, 2021, Defendant, Milton Jerez, managed, supervised, maintained, and controlled the subject truck.

8. On or about February 10, 2021, Defendant, Milton Jerez, was the operator of the subject truck.

9. On or about February 10, 2021, Defendant Milton Jerez, operated the subject truck with the permission and consent granted by Defendant, 2SH SERVICES LLC.

10. On or about February 10, 2021, and for some time thereto, Defendant Milton Jerez, operated the subject truck while in the course and scope of his employment with Defendant, 2SH SERVICES LLC.

11. On or about February 10, 2021, Defendant Milton Jerez, operated the subject truck with the permission and consent granted by Defendant, ANTHONY LOGISTICS OF HUDSON COUNTY LLC.

12. On or about February 10, 2021, and for some time thereto, Defendant Milton Jerez, operated the subject truck while in the course and scope of his employment with Defendant, ANTHONY LOGISTICS OF HUDSON COUNTY LLC.

13. On or about February 10, 2021, Plaintiff, MARCO FARIA, was the operator of a motor vehicle owned by plaintiff, Bonnie Eckert-Faria, which was traveling westbound on the Upper Departure lane of the George Washington Bridge near Fletcher Avenue in Fort Lee, New Jersey.

14. At the time and place aforesaid, Defendant, Milton Jerez, was traveling westbound the Upper Departure lane of the George Washington Bridge near Fletcher Avenue in Fort Lee, New Jersey.

15. At the time and place aforesaid, defendant operator/driver negligently and recklessly merged right into the lane occupies by the Plaintiff, wherein he collided into the driver's side of Plaintiff's vehicle, causing the Plaintiff to suffer severe and lasting injuries.

16. Defendant, Milton Jerez, negligently and carelessly operated his motor vehicle so as to cause a collision to occur.

17. As a direct and proximate result of the negligence of Defendants, the Plaintiff, Marco Faria, was caused to suffer permanent injuries to his head, neck, back, shoulders, knees, and body; he was caused to suffer great pain and will be caused to suffer greater pain in the future; he was caused to incur medical expenses and will be cause to incur medical expenses in the future; he was caused to lose time from his employment and will be caused to lose time from his employment in the future; and he was caused to suffer permanent injury.

18. Plaintiff, Marco Faria, further contends that the physical injuries he sustained as a result of this collision are permanent and therefore, he is entitled under the applicable laws and statutes to maintain this action.

WHEREFORE, Plaintiff, Marco Faria, demands judgment against Defendants together with interests and costs of suit.

### **SECOND COUNT**

19. Plaintiffs repeat and re-allege each and every allegation of the prior counts (1-18) as if set forth herein at length.

20. Plaintiff alleges there was a breach of motor vehicle code and other statutes and that constitutes a statutory tort.

WHEREFORE, Plaintiff, Marco Faria, demand judgment against Defendants together with interests and costs of suit.

### **THIRD COUNT**

21. Plaintiffs repeat and re-allege each and every allegation of the prior counts (19-20) as if set forth herein at length.

22. As a result of said injuries, Plaintiff's wife, the Plaintiff, Bonnie Eckert-Faria, suffered severe emotional distress, has been and will be in the future required to miss time from work to care for her husband; has been required to provide services to her husband in the future; will be deprived in the future of care, society and comfort of her husband; has been and will be required to incur significant medical bills on behalf of her husband, and has been and will suffer future economic loss.

WHEREFORE, Plaintiff, Bonnie Eckert-Faria, demands judgment against Defendants together with interest and costs of suit.

**FOURTH COUNT**

23. Plaintiff repeats and re-alleges each and every allegation of the prior counts (21-22) as if set forth herein at length.

24. As a direct and proximate result of the negligence of the Defendants, and JOHN DOES (1-10) and ABC CORPS. 1-10 (names currently unknown), Plaintiff, Marco Faria, was severely and permanently injured, suffered and in the future will experience great pain and suffering, did and in the future will be required to expend large sums of money for medical care and attention and has been and will in the future be disabled and prevented from attending to his necessary affairs and business.

WHEREFORE, Plaintiff, Marco Faria, demands judgment against Defendants together with interest and costs of suit.

**JURY DEMAND**

PLEASE TAKE NOTICE that Plaintiff hereby demands a trial on all issues raised by these pleadings pursuant to R. 4:35-1.

**DESIGNATION OF TRIAL COUNSEL**

PLEASE TAKE NOTICE that pursuant to R. 4:25-4, ROBERT J. BANAS, is hereby designated as trial counsel in the above matter for the firm of Eichen Crutchlow Zaslow, LLP, attorneys for the Plaintiff.

**DEMAND FOR INSURANCE COVERAGE**

In accordance with R. 4:10-2, defendants are demanded to provide a complete copy of their applicable liability insurance policies including any excess or umbrella policies with declaration sheets within thirty (30) days of service of this Complaint.

**DEMAND FOR DOCUMENTS**

Plaintiff demands that the defendants, within 30 days of service of this Complaint, each produce copies of their complete files regarding the plaintiff and those documents requested in the attached Notice to Produce.

**DEMAND FOR ANSWERS TO INTERROGATORIES**

Demand is hereby made on the defendants for fully responsive answers to Form C and Form C (1) uniform interrogatories pursuant to R. 4:17-1.

**NOTICE TO TAKE DEPOSITIONS**

Plaintiff demands that defendants appear for depositions as referenced in the Notices attached hereto.

**CERTIFICATION**

I hereby certify that to the best of my knowledge, information and belief that this matter in controversy is not the subject of any other action pending in any court or in any arbitration proceeding, nor is any other action or arbitration proceeding contemplated. To the best of my knowledge at this time, all parties who should have been joined in this action have been joined.

**EICHEN CRUTCHLOW ZASLOW, LLP**  
Attorneys for Plaintiff

By: *s/Robert J. Banas*  
ROBERT J. BANAS, ESQ.

Dated: November 18, 2022

**NOTICE TO PRODUCE**

Pursuant to Rule 4:18-1, the Plaintiff hereby demands that the Defendants produce the following documents within thirty (30) days as prescribed by the Rules of Court. Additionally, please be advised that, the following requests are ongoing and continuing in nature and the defendant is, therefore, required to continuously update its responses thereto as new information or documentation comes into existence.

1. The amounts of any and all insurance coverage covering the Defendants, including but not limited to, primary insurance policies, secondary insurance policies and/or umbrella policies. For each such policy of insurance, supply a copy of the declaration page therefrom.

2. Copies of any and all documentation or reports, including but not limited to, police reports, accident reports and/or incident reports concerning the happening of the incident in question or any subsequent investigation of same.

3. Copies or duplicates of any and all photographs, motion pictures, videotapes, films, drawings, diagrams, sketches, or other reproductions, descriptions or accounts concerning the individuals involved in the accident in question, the property damage sustained, the accident scene, or anything else relevant to the incident in question.

4. Copies of any and all signed or unsigned statements, documents, communications and/or transmissions, whether in writing, made orally or otherwise recorded by any mechanical or electronically means, made by any party to this action, any witness, or any other individual, business, corporation, investigative authority, or other entity concerning anything relevant to the incident in question.

5. Copies of any and all documentation, including but not limited to, contracts between the owner of the property or product involved in the incident in question or any of the parties involved in this matter.

6. Copies of any and all discovery received from any other parties to the action in question.

7. Copies of any and all medical information and/or documentation concerning the plaintiff in this matter whether it concerns any medical condition or treatment which took place before, during or after the time of the incident in question.

8. Copies of any and all records of any type subpoenaed by the defendant or received from any other source concerning the plaintiff or the incident in question.

9. Provide the phone number, address and cell phone carrier of the defendant together with a copy of the bill for 1 month prior to the accident, the month of the accident and 2 months after the accident.

10. A complete copy of the property damage files for the Defendant's vehicle.

11. All diaries, notes, calendars and other writings made by any defendant which discusses or lists in any way the plaintiff and/or which purports to record any events relevant to this action.

12. All electronically stored information that in any way pertains to the plaintiff and any other data or data compilations stored in any medium from which information can be obtained and translated. This is a request for all information including but not limited to data received from any crash avoidance technology data systems.

13. All writings obtained by you through investigation, authorization signed by any party, through the subpoena power, or otherwise, which relate to any issue in this case.

14. All writings sent to or received from any expert upon whose testimony you intend to rely at the time of trial, including without limitation the expert's curriculum vitae or resume covering the last ten (10) year period, the expert's entire file pertaining to this matter and all of its contents, all reports and draft reports, all correspondence, billings, contracts, invoices, evidence of payment, billing information, original billing slips, materials provided by you or your attorneys to the expert,



any notes made by or provided to the expert and/or any photographs or other recorded information reflecting any facts upon which the expert has based an opinion, and further including without limitation any rulings of any judicial body reflecting any findings pertaining to the expert's qualifications or area of expertise.

15. All writings pertaining to all facts or data underlying any opinions of your experts.

16. All writings you were requested to produce on the record of any deposition or other proceeding in this matter.

17. All writings reflecting facts in issue in this case, including without limitation all writings reflecting any statements (and if statements are recorded, copies of all such recordings) made by any party to this litigation, any witness, or any expert, pertaining to the occurrences, incidents, or claims referred to in any pleadings in this matter, any writings pertaining to any damages claimed in this matter and their cause, origin, nature, severity, extent and duration, and any tangible item to be utilized in any deposition, hearing, or trial of this matter.

18. A copy of any document or writing that you contend relates to or contains a statement against interest of any party.

19. All writings pertaining to or reflecting the criminal, educational, occupational, medical, psychiatric and/or litigation background or history of any party, witness or expert involved in this matter.

20. If you claim that any statement or testimony is untrue in whole or in part, whether in oral or written form, by any party, witness, or expert, each and every such writing pertaining to same.

21. All writings reflecting the title, author, publisher, date and place of publication of any writing claimed by you or your experts to be authoritative on any issue involved in this matter, or which consists of any learned treatise, periodical or pamphlet which relates to any issue in this case which are known to you, your experts, or your attorneys, or to which you or your expert may refer

to in the course of any hearings or proceedings, including trial in this matter, including but limited to direct and cross examination of any witness in deposition or trial.

22. All tangible items not otherwise covered by the preceding paragraphs that you contend is relevant to any claim or defense made in this matter including anything you intend to exhibit to the jury or offer into evidence at trial.

23. All materials, including but not limited to all documents, writings, recordings (audio or video), transcripts (deposition or trial), that you intend to use at the time of trial during the examination and/or cross-examination of any expert witness.

24. Any and all copies of the defendant, Milton Jerez's cellular phone number, cellular phone records and cellular carrier service information for personal cellular phone, work/business cellular phone or any and all cellular phone that defendant is in use of.

25. Any and all copies of the defendants, 2SH Services LLC and Anthony Logistics of Hudson County, LLC's cellular phone records and cellular carrier service information for defendant, Milton Jerez.

26. Any and all records, documents and reports pertaining to New Jersey D.O.T. post-crash truck inspection.

27. Any and all maintenance records on the subject truck for the three months prior to the accident and three months after the accident.

28. Any and all driver time card/hours of service logs for Defendant Milton Jerez for the three months prior to the accident.

29. Any and all records pertaining the driver qualification file of Defendant Milton Jerez including defendants' medical insurance card.

30. Any and all post-crash photographs of the subject tractor trailer involved in the accident.

31. Any and all records, manuals or reports pertaining to the subject truck driven by Milton Jerez at the time of the crash including specifications and the purchase of subject truck.

32. Any and all records, manuals, reports or documents pertaining to the maximum gross vehicle weight allowed for subject truck when loaded.

33. Provide the complete Electronic Control Module (E.C.M.) download.

34. Any and all records, documents and reports pertaining to the pre-crash weight of cargo on-board the subject truck.

35. Any and all records, documents and reports pertaining to how the cargo was loaded on the subject truck prior to this crash.

36. A certified weight ticket with the truck empty.

37. Defendants, 2SH Services LLC and Anthony Logistics of Hudson County, LLC's manuals.

38. Defendants, 2SH Services LLC and Anthony Logistics of Hudson County, LLC's truck driver's manual.

39. Defendants, 2SH Services LLC and Anthony Logistics of Hudson County, LLC's safety training program, including sign in sheets showing Defendant Milton Jerez's attendance, subject matter of safety training program and manual.

40. Any and all records, documents, reports and manuals pertaining to Defendant 2SH Services LLC and Anthony Logistics of Hudson County, LLC's drug and alcohol testing of employees.

41. Any and all records, documents and reports pertaining to drug and alcohol testing for Defendant Milton Jerez.

42. Any and all records, documents and reports pertaining to post-crash drug and alcohol test results of Defendant Milton Jerez.

43. Any and all contracts, lease agreements or the like between defendants, 2SH Services LLC and Anthony Logistics of Hudson County, LLC.

44. All accident investigation reports.
45. All ems reports.
46. All reports of state investigative agencies including the NTSB, SCRT and NHTSA.
47. All documents pertaining to Milton Jerez's driver logs for the date of the accident.
48. All documents pertaining to fuel receipts for the subject truck.
49. All vehicle inspections completed on the subject truck for the year leading up to the  
crash.
50. All payroll records pertaining to Milton Jerez in the possession of the defendants.
51. The complete driver's file for Milton Jerez.
52. All weight tickets from the date of the crash.
53. All black box or event data from the subject truck from the date of the crash.
54. All videos in the possession of the defendants of the subject crash, including in-cab  
video.
55. All electronic on-board records including vehicle on board radar.
56. All GPS recording data from the subject truck from the date of the crash.
57. The complete and entire audit trail of all electronic information downloaded from the  
subject crash on the date of the crash or any time thereafter.
58. The CDL file for Milton Jerez.
59. The DOT File for Milton Jerez.
60. All workers compensation files for Milton Jerez.
61. The complete qualification, employment and personnel file for Milton Jerez.
62. All medical evaluations and drug tests completed by or at the direction of the  
defendants for Milton Jerez.
63. All records of prior and subsequent trucking violations or disciplinary records  
pertaining to any of the defendants.

64. The Drive-A-Check report pertaining to the defendants.

**EICHEN CRUTCHLOW ZASLOW, LLP**  
Attorneys for Plaintiff

By: **s/Robert J. Banas**  
ROBERT J. BANAS, ESQ.

Dated: November 18, 2022