

ROSENBAUM and ASSOCIATES, P.C.
By: JEFFREY M. ROSENBAUM, ESQ.
Identification No. 51719
1818 Market Street, Suite 3200
Philadelphia, PA 19103
(215) 569-0200

ARBITRATION
ASSESSMENT OF DAMAGES
HEARING IS REQUIRED

Attorney for Plaintiff

MONIQUE JACKSON	:	DELAWARE COUNTY
1373 Westbury Drive	:	COURT OF COMMON PLEAS
Philadelphia, PA 19151	:	
	:	
Plaintiff	:	
vs.	:	
	:	
VISIONS RESTAURANT	:	NO.
700 Church Lane	:	
Yeadon, PA 19050	:	
and	:	
NATHANIEL FIELDS, t/a VISIONS	:	
RESTAURANT	:	
700 Church Lane	:	
Yeadon, PA 19050	:	
and	:	
NATHANIEL FIELDS	:	
115 Ashton Road	:	
Upper Darby, PA 19082	:	
and	:	
JOHN DOE (FICTITIOUS NAME)	:	
	:	
	:	
Defendants	:	

Complaint in Civil Action

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE.

Front & Lemon Streets, Media, PA 19063 610-566-6625

AVISO

LE HAN DEMANDADO A USTED EN LA CORTE. SI USTED QUIERE DEFENDERSE DE ESTAS DEMANDAS EXPUESTAS EN LAS PAGINAS SIGUIENTES, USTED TIENE VIENTE (20) DIAS DE PLAZO AL PARTIR DE LA FECHA DE LA DEMANDA Y LA NOTIFICACION. HACE FALTA ASENTAR UNA COMPARENCIA ESCRITA O EN PERSONA O CON UN ABOGADO Y ENTREGAR A LA CORE EN FORMA ESCRITA SUS DEFENSAS O SUS OBJECIONES A LAS DEMANDAS EN CONTRA DE SU PERSONA. SEA AVISADO QUE SI USTED NO SE DEFIENDE, LA CORTE TOMARA MEDIDAS Y PUEDE CONTINUAR LA DEMANDA EN CONTRA SUYA SIN PREVIO AVISO O NOTIFICACION. ADEMAS, LA CORTE PUEDE DECIDIR A FAVOR DEL DEMANDANTE Y REQUIERE QUE USTED CUMPLA CON TODAS LAS PROVISIONES DE ESTA DEMANDA. USTED PUEDE PERDER DINERO O SUS PROPIEDADES U OTROS DERECHOS IMPORTANTES PARA USTED. LLEVE ESTA DEMANDA A UN ABOGADO

IMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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700 Church Lane	:	
Yeadon, PA 19050	:	
and	:	
NATHANIEL FIELDS	:	
115 Ashton Road	:	
Upper Darby, PA 19082	:	
and	:	
JOHN DOE (FICTITIOUS NAME)	:	
Defendants	:	

Complaint in Civil Action

1. The plaintiff, Monique Jackson, is an adult individual and a resident of the Commonwealth of Pennsylvania, residing therein as captioned above.
2. The defendant, Visions Restaurant, is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address.
3. The defendant, Nathaniel Fields, t/a Visions Restaurant, is a corporation, limited liability company, partnership or fictitious name of an individual or individuals, with a place of

business located at the above address.

4. The defendant, Nathaniel Fields, is an individual, limited liability company, partnership or fictitious name of an individual or individuals, with a place of business located at the above address.
5. The defendant, John Doe (fictitious name) is an individual, corporation and/or other entity whose identity, after reasonable investigation, is currently unknown, but at all times relevant hereto owned, operated and controlled the premises and had the duty to maintain the premises known as Visions Restaurant, 700 Church Lane, Yeadon, Pennsylvania.
6. At all times relevant hereto, the defendants were acting through their agents, servants and/or employees within the course and scope of their employment, and the doctrine of Respondeat Superior is invoked herein.
7. At all times relevant hereto all defendants were acting as the agents, servants, workmen and/or employees of all other named defendants.
8. At all times relevant hereto, defendants had under their care, direction, supervision, control and maintenance the premises known as Visions Restaurant, 700 Church Lane, Yeadon, Pennsylvania, and it was the defendants' duty to keep and maintain said premises in a reasonably safe condition.
9. On or about the 30th day of September, 2018, at approximately 11:00 p.m., a dangerous, negligent and/or defective condition existed on the premises as aforesaid and defendants knew or should have known of the existence of same.
10. On the aforesaid date, the plaintiff, Monique Jackson, lawfully purchased a fish sandwich from Visions Restaurant and was caused to be seriously injured when, by reason of the negligence of the defendants', a fish bone inside the sandwich became lodged in plaintiff's throat.

11. The defendants knew or should have known of the existence of the hazardous and dangerous condition on the aforesaid premises.

12. The carelessness and/or negligence of the defendants consisted of the following:

- a. Failing to properly and safely prepare food items being sold to persons such as plaintiff;
- b. Failing to reasonably inspect said food items to ascertain the existence of the negligent condition when defendants knew or should have known of the existence of said negligent condition;
- c. Failing to warn persons of the negligent and/or defective condition;
- d. Failing to properly train employees with regard to safe and proper food preparation;
- e. Negligently preparing food for consumption by customers such as plaintiff;
- f. Failing to remove the defective condition;
- g. Negligently allowing said defect to remain on said premises;
- h. Failing to properly supervise persons maintaining defendants' premises; and,
- i. Failing to respond to requests to remedy said defective condition.

COUNT I-NEGLIGENCE

PLAINTIFF, MONIQUE JACKSON vs. ALL DEFENDANTS

13. Plaintiff incorporates by reference all preceding paragraphs as if set forth in full herein.

14. Solely because of the negligence of the defendants acting as aforesaid, the plaintiff was caused to sustain serious physical injury in and about the person, including but not limited to plaintiff's throat, as well as a severe shock to the nerves and nervous system and was or may have been otherwise injured, whereby plaintiff has suffered and may continue to suffer in the future and/or may be

permanent.

15. The plaintiff may have sustained other injuries and pre-existing conditions may have been aggravated.

16. The plaintiff avers that some or all of the injuries sustained may be or are of a permanent nature and character.

17. As a further result of the aforesaid accident, plaintiff has been unable in the past, and is likely to continue to be unable in the future, to attend to plaintiff's usual duties, activities, vocations and avocations, all to plaintiff's great financial loss and detriment.

18. As a further result of the aforesaid accident and resultant injuries, plaintiff has expended and is in the future likely to expend substantial sums of monies for the care, treatment and attempted cure of plaintiff's injuries, all to plaintiff's great financial loss and detriment.

19. As a further result of the aforesaid accident and resultant injuries, plaintiff has been caused to undergo in the past and is likely to undergo in the future, severe pain, suffering, inconvenience and embarrassment, all to plaintiff's great financial loss and detriment.

WHEREFORE, plaintiff, Monique Jackson, demands judgment against defendants, Visions Restaurant, Nathaniel Fields, t/a Visions Restaurant, Nathaniel Fields and John Doe (fictitious name), jointly and severally, in a sum not in excess of the arbitration limits.

COUNT II-STRICT LIABILITY IN TORT

PLAINTIFF, MONIQUE JACKSON vs. ALL DEFENDANTS

20. Plaintiff incorporates by reference all preceding paragraphs as if set forth in full herein.

21. At all times relevant hereto, defendants, Visions Restaurant, Nathaniel Fields, t/a

Visions Restaurant, Nathaniel Fields and John Doe (fictitious name), were engaged in the business of preparing and selling food items for consumption by consumers at Vision's Restaurant, 700 Church Lane, Yeadon, Pennsylvania.

22. At the time of the accident described above, there had been no substantial changes in the condition of the purchased food item from its condition when it was sold and/or supplied by the defendants.

23. The injuries and damages suffered by Monique Jackson, were directly and proximately caused by the contaminated food item sold by defendants, Visions Restaurant, Nathaniel Fields, t/a Visions Restaurant, Nathaniel Fields and John Doe (fictitious name), for which defendants are strictly liable in tort under § 402 (A) of the Restatement of Torts.

WHEREFORE, plaintiff, Monique Jackson, demands judgment in her favor and against defendants, Visions Restaurant, Nathaniel Fields, t/a Visions Restaurant, Nathaniel Fields and John Doe (fictitious name), in a sum not in excess of the arbitration limits.

COUNT III-BREACH OF WARRANTY

PLAINTIFF, MONIQUE JACKSON vs. ALL DEFENDANTS

24. Plaintiff incorporates by reference all preceding paragraphs as if set forth in full herein.

25. In promoting, preparing and selling the said food item purchased by plaintiff, defendants impliedly and expressly warranted that the food item was merchantable, fit and safe for the ordinary and particular purpose for which it was sold and intended to be used, in a safe condition and free from all defects.

26. The food item was defective, contaminated and harmful, was not merchantable and was not fit and safe for the ordinary and particular purposes for which it was sold.
27. Defendant breached its warranty of merchantability, warranty of fitness for a particular purpose, implied warranty and express warranties.
28. As a direct and proximate result of defendant's breach of warranty of merchantability, breach of warranty of fitness for particular purpose, breach of implied warranty and breach of express warranty, plaintiff has suffered and will continue to suffer the injuries and damages set forth above and herein.

WHEREFORE, plaintiff, Monique Jackson, demands judgment in her favor and against defendants, Visions Restaurant, Nathaniel Fields, t/a Visions Restaurant, Nathaniel Fields and John Doe (fictitious name), in a sum not in excess of the arbitration limits.

ROSENBAUM and ASSOCIATES, P.C.

By: 
JEFFREY M. ROSENBAUM, ESQUIRE
Attorney for Plaintiff

DATE: _____

VERIFICATION

Jeffrey M. Rosenbaum, Esquire, states that he is the attorney for the Plaintiffs herein, that he is acquainted with the facts set forth in the foregoing Complaint in Civil Action and that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa.C.S. '4904 relating to unsworn falsification to authorities.



JEFFREY M. ROSENBAUM, ESQUIRE

DATE: _____

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