

CHAZEN & CHAZEN, LLC
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DAVID K. CHAZEN

2017 FEB -8 P 3: 1 (201) 567-5500

BERNARD CHAZEN (retired)

CIVIL DIVISION
CASE PROCESSING FAX (201) 567-4282

February 8, 2017

Clerk, Civil Division
Superior Court of New Jersey
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

**RE: ALEXANDER DEFINA, A MINOR, BY HIS PARENTS AND GUARDIANS AD
LITEM, MICHAEL DEFINA AND DAHINA DEFINA
V.
GO AHEAD AND JUMP 1, LLC D/B/A SKY ZONE INDOOR TRAMPOLINE
PARK
DOCKET NO.: BER-L-5751-15**

Dear Sir/Madam:

Enclosed please find a First Amended Complaint, with two copies filing in the above matter together with a return envelope. Thank you.

Yours truly,
CHAZEN & CHAZEN, LLC



David K. Chazen

DKC/gt
Enclosure (s)
cc: Jose Roman, Esq.

1 **CHAZEN & CHAZEN, LLC**
 2 **346 GRAND AVENUE, P.O. BOX 470**
 3 **ENGLEWOOD, NEW JERSEY 07631**
 4 **(201) 567-5500**
 5 **ATTORNEYS FOR PLAINTIFFS**
 6 **NEW JERSEY BAR IDN: 00351981**

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CIVIL DIVISION
 CASE PROCESSING

CITY CLERK

8 ALEXANDER DEFINA, A MINOR, BY HIS : SUPERIOR COURT OF NEW JERSEY
 9 PARENTS AND GUARDIANS AD LITEM, : LAW DIVISION - BERGEN COUNTY
 10 MICHAEL DEFINA AND DAHIANA DEFINA, : DOCKET NO.: BER-L-5751-15
 11 Plaintiffs, : CIVIL ACTION
 12 Vs. :
 13 GO AHEAD AND JUMP 1, LLC, d/b/a SKY ZONE :
 14 INDOOR TRAMPOLINE PARK, SKY ZONE, LLC, :
 15 SKY ZONE FRANCHISE GROUP, LLC AND :
 16 JOHN DOES 1 THROUGH 5, SAID NAMES :
 17 BEING FICTITIOUS : **FIRST AMENDED COMPLAINT**
 18 Defendants. : **DEMAND FOR JURY TRIAL**
 19 :

20 Plaintiffs Alexander Defina, a minor, by his parents and guardians ad litem, Michael Defina and
 21 Dahiana Defina, residing at [REDACTED] by way of Complaint, say:

22 BACKGROUND

23 Defendant Go Ahead and Jump 1, LLC, d/b/a Sky Zone Indoor Trampoline Park located at 60
 24 Chapin Road, Pine Brook, New Jersey markets itself on it's website as:

25
 26 "What is Sky Zone?

27 Sky Zone is the world's first indoor trampoline park. We're the inventors of 'fun fitness'
 28 and the makers of trampolines as far as the eye can see. We give you one of the greatest

workouts ever combined with awesome, healthy fun. We've been voted the number one 'out of the box' workout and the 'best party ever.' Experience WOW - the weightlessness of bouncing, flipping and landing in a pit filled with 10,000 foam cubes.

We are dedicated to providing you with the pure joy that comes with flying. We are sky lovers, thrill seekers and people who believe that jumping is freedom. We believe fitness can be fun and play can be smart. We are healthy and bursting with energy. We fly high and keep it safe. We are Sky Zone.

Sky Zone Pine Brook construction stage will be completed in June of 2014, and will offer open jump, a SkySlam court, SkyRobics fitness classes, Ultimate Dodgeball (when available), birthday parties, private events, group outings, and bungee trampoline. For just about any age, shape or size, Sky Zone Pine Brook is the ultimate 3-D play experience!"

HAVE FUN, FLY SAFE

Sky Zone is designed for everyone, and we want to make sure you fly safe. We ask that you become familiar with and abide by the rules below. Remember, stay in your comfort zone! DO NOT ATTEMPT any activity, flip, jump or trick you don't think you can handle. Flips or other tricks can be dangerous ... perform at your own risk.

Sky Zone Team Members help ensure that rules and regulations are followed.

Jumpers should not engage in court activities without a Zone Team Member present. Here are the rules to fly by:

ALWAYS...

- remove street shoes / wear SkySocks.
- empty your pockets entirely.
- maintain one person per square.
- walk onto and off the courts.
- be in control of your body at all times.
- perform at your own risk. Flips and other tricks can be dangerous.

- be aware of those around you and jump with people that are of similar age/size.
- master the fundamentals of single trampoline jumping before moving onto more advanced skills, such as aerial or flipping type skills.
- land on the first trampoline next to the trampoline wall you bounced off of, when bouncing and flipping off trampoline side walls.
- follow all park rules and the Court Monitor's instructions.

Defendants require all business invitees and/or guests, including Plaintiffs, to sign a document entitled: "Participant Agreement, Release and Assumption of Risk (The Agreement) - Sky Zone Pine Brook" which says in pertinent part:

"In consideration of SZITP allowing my participation in trampoline games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge SZITP of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to SZITP's ordinary negligence: and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that except in the event of SZITP's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against SZITP for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with SZITP trampoline games or activities. Should SZITP or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all

1 such fees and costs. If there are any disputes regarding this agreement, I on behalf of
2 myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to
3 a trial and agree that such dispute shall be brought within one year of the date of this
4 Agreement and will be determined by binding arbitration before one arbitrator to be
5 administered by JAMS pursuant to its Comprehensive Arbitration Rules and
6 Procedures. I further agree that the arbitration will take place solely in the state of
7 Texas and that the substantive law of Texas shall apply. If, despite the representations
8 made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or
9 otherwise initiate a lawsuit against SZITP, in addition to my agreement to defend and
10 indemnify SZITP, I agree to pay within 60 days liquidated damages in the amount of
11 \$5,000 to SZITP. Should I fail to pay this liquidated damages amount within the 60
12 day time period provided by this Agreement, I further agree to pay interest on the
13 \$5,000 amount calculated at 12% per annum.”
14

15 Well established New Jersey law prohibits the use of such releases and indemnification
16 agreements for minors. The New Jersey Supreme Court in the case of Hojnowski v. Vans Skate Park,
17 187 N.J. 323, 336-338 (2006) said: “If we were to permit waivers of liability, we would remove a
18 significant incentive for operators of commercial enterprises that attract children to take reasonable
19 precautions to protect their safety...we hold that a parent’s execution of a pre-injury release of a
20 minor’s future tort claims arising out of the use of a commercial recreational facility is
21 unenforceable.” In Hojnowski the Court said that it is in agreement with previous New Jersey case
22 law and cited Fitzgerald v. Newark Morning Ledger Co., 111 N.J. Super. 104, 107-108 (L.D. 1970),
23 which says: “By terms of this release and indemnity agreement, the father and son covenanted to
24 release defendant from any and all claims arising out of or in connection with said trip and agreed to
25 indemnify and save harmless defendant from all claims that may be made by or on behalf of the
26 son...It is clearly void as against public policy because it is an agreement, the object or necessary
27 tendency of which is to place a person owing a duty to third person, in a position where he is under
28 obligations inconsistent with such duties...A true conflict arose after the alleged injury to the minor.”

1 Similarly, the liquidated damages provision of the Defendants' release and indemnification agreement
2 is void as against public policy."

3
4 **FIRST COUNT**

5 1. At all times relevant to the within cause of action, Defendants Go Ahead And Jump 1,
6 LLC, d/b/a Sky Zone Indoor Trampoline Park and/or John Does 1 through 5 (fictitious names
7 pursuant to R. 4:26-4), owned and/or operated a certain trampoline and recreational facility known as
8 Sky Zone Indoor Trampoline Park located at 60 Chapin Road, Pine Brook, New Jersey 07058.

9 2. At all times material to the within cause of action Defendants solicited business for said
10 trampoline and recreational facility by advertising its attractions, activities and events throughout the
11 State of New Jersey and elsewhere.

12 3. On February 8, 2015 Plaintiff Alexander Defina (age 9), by his parents and guardians ad
13 litem, Michael Defina and Dahina Defina, was a business invitee and/or guest of said Defendants,
14 having executed "Participant Agreement, Release and Assumption of Risk (The Agreement) - Sky
15 Zone Pine Brook" and purchased admission to the trampoline facility which permitted him to use the
16 trampoline and other facilities and participate in the activities promoted by the Defendants.

17 4. As owners and/or operators of the aforesaid trampoline and recreational facility,
18 Defendants owed a duty to Plaintiff, and to others lawfully upon the premises to keep the premises in
19 safe condition, free from defects and dangers, and to operate the premises, including the attractions
20 and activities contained therein, so that invitees and guests could safely use and participate in same
21 without being exposed to ultra hazardous dangers, dangers, hazards, defects and/or impediments that
22 would cause injury.

23 5. The Defendants owed the duty to Plaintiff because of his age.

24 6. The Defendants owed the duty to Plaintiff to properly train, certify, and closely supervise
25 it's employees, and "Zone Team Members", and to follow their own guidelines that all participants in
26 the "Ultimate Dodgeball Lives Here" or any other activity is composed of children of approximately
27 the same age, weight and size, and to minimize and/or eliminate all foreseeable risks with reference to
28 the foreseeable use and application of all of their trampolines

1 7. In order to provide a reminder for all of the employees as well as the parents of the children
2 participating in the various activities, including "Ultimate Dodgeball Lives Here" , warnings and
3 pictorials should have been placed in open and obvious areas adjacent to and in the areas where the
4 dodgeball activity was carried out. In this matter, there were no pictorials, warnings or instructions
5 placing the parents or guardians of Plaintiff on notice of the rules and the responsibilities of the young
6 employees/"Zone Team Members" that were overseeing the activity in which the Plaintiff was
7 severely injured. Therefore, the warnings and instructions were defective.

8 8. In violation of the aforesaid duties, Defendants in a negligent, and careless manner created,
9 advertised and promoted an inherently unsafe and ultra hazardous and dangerous game of "Ultimate
10 Dodgeball Lives Here" at Sky Zone Indoor Trampoline Park, 60 Chapin Road, Pine Brook, New
11 Jersey, and failed to properly conduct, supervise, attend to, care for and otherwise provide for the
12 safety of the Plaintiff, and/or the Defendants failed to properly supervise, attend to, control and
13 regulate the conduct of other invitees and guests over whom the Defendants had supervisory
14 responsibilities, and to render the game of "Ultimate Dodgeball Lives Here" unsafe and ultra
15 hazardous for persons participating in same, including Plaintiff, Alexander Defina, who was caused to
16 sustain an open fracture of his right ankle, resulting in serious and permanent personal injuries.

17 9. As a result of the negligence and carelessness of the Defendants, the Plaintiff Alexander
18 Defina sustained injuries causing temporary and permanent disability, disfigurement, and loss of
19 bodily function and loss of body member in whole or in part, has incurred or in the future will incur
20 expenses for the treatment of said injuries, has been disabled and in the future will be disabled and not
21 able to perform his usual functions and has been caused and in the future will be caused great pain
22 and suffering and has impaired his earning capacity and enjoyment of life, and has otherwise been
23 damaged.

24 WHEREFORE, the Plaintiffs Alexander Defina, a minor, by his parents and guardians ad
25 litem, Michael Defina and Dahiana Defina demand judgment against the Defendants Go Ahead And
26 Jump 1, LLC, d/b/a Sky Zone Indoor Trampoline Park and/or John Does 1 through 5 (fictitious names
27 pursuant to R. 4:26-4), jointly and severally, for compensatory damages, together with interest, costs
28 of suit and for such further relief as the Court deems equitable and just.

SECOND COUNT

10. Plaintiffs repeat each paragraph contained in the First Count as if realleged in full and makes them a part hereof.

11. At said place and date the Defendants acted in a grossly negligent manner when they created, advertised and promoted an inherently unsafe and dangerous game of "Ultimate Dodgeball Lives Here" at Sky Zone Indoor Trampoline Park, 60 Chapin Road, Pine Brook, New Jersey, and failed to properly conduct, supervise, attend to, care for and otherwise provide for the safety of the Plaintiff, and/or the Defendants failed to properly supervise, attend to, control and regulate the conduct of other invitees and guests over whom the Defendants had supervisory responsibilities, and to render the game of "Ultimate Dodgeball Lives Here" ultra hazardous and unsafe for persons participating in same, including Plaintiff, Alexander Defina, who was caused to sustain an open fracture of his right ankle, resulting in serious and permanent personal injuries.

12. The Defendants violated their own standards and the standard of care when they exposed Plaintiff to enhanced risks and hidden dangers that were known to the Defendants but not known to the parents or guardians of Plaintiff when the Defendants intentionally ignored their own standard of care and allowed much larger and older males to participate in "Ultimate Dodgeball Lives Here".

13. Based upon the inaction of the employees overseeing the participants in the game of "Ultimate Dodgeball Lives Here", the Defendants blatantly ignored the safety and welfare of the Plaintiff and exposed the minor to an enhanced risk and hidden danger that was known or should have been known by the Defendants.

14. The blatant disregard of the safety and welfare of the Plaintiff by the employees was directly and causally related to the injuries sustained by the Plaintiff on February 8, 2015.

15. As a result of the grossly negligent conduct of the Defendants, the Plaintiff Alexander Defina sustained injuries causing temporary and permanent disability, disfigurement, and loss of bodily function and loss of body member in whole or in part, has incurred or in the future will incur expenses for the treatment of said injuries, has been disabled and in the future will be disabled and not able to perform his usual functions and has been caused and in the future will be caused great pain and suffering, and has impaired his earning capacity and enjoyment of life, and has otherwise been

1 damaged.

2 WHEREFORE, the Plaintiffs Alexander Defina, a minor, by his parents and guardians ad
3 litem, Michael Defina and Dahiana Defina demand judgment against the Defendants Go Ahead And
4 Jump 1, LLC, d/b/a Sky Zone Indoor Trampoline Park and/or John Does 1 through 5 (fictitious names
5 pursuant to R. 4:26-4), jointly and severally, for compensatory damages, together with interest, costs
6 of suit and for such further relief as the Court deems equitable and just.

7
8 **THIRD COUNT**

9 16. Plaintiffs repeat each paragraph contained in the First Count and Second Count as if
10 realleged in full and makes them a part hereof.

11 17. At said place and date the Defendants acted in a willful and wanton manner, and are
12 strictly liable, when they created, advertised and promoted an inherently unsafe and dangerous game
13 of "Ultimate Dodgeball Lives Here" at Sky Zone Indoor Trampoline Park, 60 Chapin Road, Pine
14 Brook, New Jersey, and failed to properly conduct, supervise, attend to, care for and otherwise
15 provide for the safety of the Plaintiff, and/or the Defendants failed to properly supervise, attend to,
16 control and regulate the conduct of other invitees and guests over whom the Defendants had
17 supervisory responsibilities, and to render the game of "Ultimate Dodgeball Lives Here" unsafe for
18 participating persons, including Plaintiff, Alexander Defina, who was caused to sustain an open
19 fracture of his right ankle, resulting in serious and permanent personal injuries.

20 18. The Defendants knowingly compromised the safety and welfare of the Plaintiff by
21 promoting an activity, "Ultimate Dodgeball Lives Here", that provided significant income to the
22 Defendants. In addition, they did not provide any instruction relating to the enhanced risk and hidden
23 dangers that Plaintiff was going to be exposed to and they intentionally did not warn Plaintiff's
24 parents or guardians or the employees/"Zone Team Members" overseeing the participants in the game
25 of "Ultimate Dodgeball Lives Here" of the inherent dangers. In addition, they did not have pictorials
26 or written warnings anywhere within the "Ultimate Dodgeball Lives Here" area. In addition to
27 defective warnings and instructions, the Defendants intentionally violated their own basic standard of
28 care that is followed in their own and similar industries by allowing the Plaintiff to participate in a

1 contact sport and be exposed to a high probability of receiving a severe and permanent injury.

2 19. As a result of the willful and wanton conduct of the Defendants, the Plaintiff Alexander
3 Defina sustained injuries causing temporary and permanent disability, disfigurement, and loss of
4 bodily function and loss of body member in whole or in part, has incurred or in the future will incur
5 expenses for the treatment of said injuries, has been disabled and in the future will be disabled and not
6 able to perform his usual functions and has been caused and in the future will be caused great pain
7 and suffering and has impaired his earning capacity and enjoyment of life, and has otherwise been
8 damaged.

9 WHEREFORE, the Plaintiffs Alexander Defina, a minor, by his parents and guardians ad
10 litem, Michael Defina and Dahiana Defina demand judgment against the Defendants Go Ahead And
11 Jump 1, LLC, d/b/a Sky Zone Indoor Trampoline Park and/or John Does 1 through 5 (fictitious names
12 pursuant to R. 4:26-4), jointly and severally, for compensatory damages, punitive damages, together
13 with interest, costs of suit and for such further relief as the Court deems equitable and just.

14 15 **FOURTH COUNT**

16 20. Plaintiffs repeat the allegations of the First Count, Second Count, and the Third Count,
17 with the same force and effect as if they were repeated in full herein.

18 21. Defendants' misrepresentations in the "Participant Agreement, Release and Assumption
19 of Risk (The Agreement)-Sky Zone Pine Brook" that they knew or should have known were false,
20 inaccurate, contrary to established New Jersey case law, with the intent to mislead the Plaintiffs, or
21 with reckless disregard for truth or accuracy, with the intent to cause Plaintiffs' reliance thereon,
22 constitute equitable fraud.

23 22. Even though New Jersey law prohibits the use of the "Participant Agreement, Release
24 and Assumption of Risk (The Agreement)-Sky Zone Pine Brook" where minors are concerned, no
25 one can sign away their rights away when they are intentionally exposed to an enhanced risk and
26 hidden danger resulting in a high probability of the Plaintiff or some other young child being exposed
27 to a severe and permanent injury.

28 23. There was a willful disregard when the Plaintiff, foreseeably, would be harmed when the

1 Defendants' employees/"Zone Team Members" intentionally disregarded the rules and regulations
2 associated with young children playing with each other where their ages, sizes and weights are
3 essentially the same, to have the Plaintiff exposed to much older, larger and heavier male participants
4 in the "Ultimate Dodgeball Lives Here" game. The Defendants knew that a mismatch in age, size or
5 weight could result in severe and permanent injuries to the Plaintiff.

6 24. It was foreseeable in the contact game of "Ultimate Dodgeball Lives Here" that there was
7 a likelihood of an older, larger and heavier male coming into contact with the Plaintiff and causing
8 severe and permanent injuries.

9 25. The Defendants were aware of their own standard of care, rules and regulations, and were
10 aware or should have been aware of the standard of care, rules and regulations in their own and
11 similar industries, and intentionally disregarded same, in reckless disregard of the Plaintiff's safety
12 and welfare knowing the likelihood that serious harm would arise from their conduct.

13 26. The Defendants knew that the more children of any age that they had participating in the
14 "Ultimate Dodgeball Lives Here" would result in increased profits, even though this meant they
15 intentionally and willfully disregarded the safety and welfare of the Plaintiff and the other younger
16 and smaller children. The Defendants also knew that the more children participating, the likelihood
17 of older, larger and heavier children coming into contact with the Plaintiff and causing injury was
18 statistically higher.

19 WHEREFORE, the Plaintiffs Alexander Defina, a minor, by his parents and guardians ad
20 litem, Michael Defina and Dahiana Defina demand judgment against the Defendants Go Ahead And
21 Jump 1, LLC, d/b/a Sky Zone Indoor Trampoline Park and/or John Does 1 through 5 (fictitious names
22 pursuant to R. 4:26-4) said names being fictitious, jointly and severally, for reformation and/or
23 rescission of the "Participant Agreement, Release and Assumption of Risk (The Agreement)-Sky
24 Zone Pine Brook".

25
26 **FIFTH COUNT**

27 27. Plaintiffs repeat the allegations of the First Count, Second Count, Third Count, and the
28 Fourth Count, with the same force and effect as if they were repeated in full herein.

28. In spite of the New Jersey law and knowingly disregarding that law with reference to the truth of the matter, the “Participant Agreement, Release and Assumption of Risk (The Agreement)-Sky Zone Pine Brook” is required to be signed without the advice of an attorney, and is written/structured in such terms that it is clear that the Defendants knew of the enhanced risks and hidden dangers associated with “Ultimate Dodgeball Lives Here” and unconscionably intended to mislead the Plaintiff’s parents into believing that they had signed away their child’s rights, or would be liable themselves if a claim was brought by the Plaintiff.

29. Defendants' misrepresentations in the "Participant Agreement, Release and Assumption of Risk (The Agreement)-Sky Zone Pine Brook" that they knew or should have known were false, inaccurate, contrary to established New Jersey case law, with the intent to mislead the Plaintiffs, or with reckless disregard for truth or accuracy, with the intent to cause Plaintiffs' reliance thereon, constitute an unconscionable commercial practice, fraud, false pretense and deception in violation of the New Jersey Truth-In-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 and N.J.S.A. 56:12-15.

WHEREFORE, the Plaintiffs Alexander Defina, a minor, by his parents and guardians ad litem, Michael Defina and Dahiana Defina demand judgment against the Defendants Go Ahead And Jump 1, LLC, d/b/a Sky Zone Indoor Trampoline Park and/or John Does 1 through 5 (fictitious names pursuant to R. 4:26-4) said names being fictitious, jointly and severally, for a civil penalty of not less than \$100.00 or for actual damages, or both, and reasonable attorney's fees and court costs, and such further relief as the Court deems equitable and just.

SIXTH COUNT

30. Plaintiffs repeat the allegations of the First Count, Second Count, Third Count, Fourth Count and the Fifth Count, with the same force and effect as if they were repeated in full herein.

31. Upon information and belief, the Defendant Go Ahead and Jump 1, LLC is a franchisee of the Defendant Sky Zone, LLC and/or the Defendant Sky Zone Franchise Group, LLC.

32. Upon information and belief, the Defendant Sky Zone, LLC and/or the Defendant Sky Zone Franchise Group, LLC invented, created, produced, designed, marketed, sold, franchised and

1 controlled by contract recreation facilities known as Sky Zone Indoor Trampoline Parks.

2 33. Upon information and belief, the Defendant Sky Zone, LLC and/or the Defendant Sky
3 Zone Franchise Group, LLC through a franchise agreement controlled the business operations and
4 business practices of the Sky Zone Indoor Trampoline Park in Pine Brook, New Jersey owned by the
5 Defendant Go Ahead and Jump 1, LLC.

6 34. Upon information and belief, the Defendant Sky Zone, LLC and/or the Defendant Sky
7 Zone Franchise Group, LLC purposely and by design and by agreement caused the Defendant Go
8 Ahead and Jump 1, LLC to conduct its business operations and business practices in the manner
9 alleged herein so as to cause the injuries and damages sustained by the Plaintiffs.

10 WHEREFORE, the Plaintiffs Alexander Defina, a minor, by his parents and guardians ad
11 litem, Michael Defina and Dahiana Defina demand judgment against the Defendants Go Ahead And
12 Jump 1, LLC, d/b/a Sky Zone Indoor Trampoline Park and/or John Does 1 through 5 (fictitious names
13 pursuant to R. 4:26-4), jointly and severally, for compensatory damages, punitive damages, together
14 with interest, costs of suit and for such further relief as the Court deems equitable and just.

15
16 **JURY DEMAND**

17 Please take notice that demand is hereby made for trial by jury on all issues so triable.
18

19 **DESIGNATION OF TRIAL COUNSEL**

20 Pursuant to R. 4:25-04, David K. Chazen, Esq. is designated as Trial Counsel.
21

22 **DISCOVERY**

23 Please take notice that pursuant to R. 4:17-1(b)(2), the defendants are deemed to have been
24 served have been served with Uniform Interrogatories Form C and Form C(2).
25

26 **DEMAND FOR INSURANCE AGREEMENT**

27 Pursuant to R. 4:10-2(b), demand is hereby made that you disclose whether there are insurance
28 agreements or policies under which any person or firm carrying on an insurance business may be

1 liable to satisfy all or part of a judgment which may be entered in this action or indemnify or
2 reimburse for payment made to satisfy the judgment. If so, please attach a copy each, or in the
3 alternative state, under oath and certification: (a) policy number; (b) claim number; © name and
4 address if insurer; (d) inception and expiration date; (e) names and addresses of all persons insured
5 thereunder; (f) personal injury limits; (g) property damage limits; (h) medical payment limits.

6
7 **TIME-UNIT ARGUMENT**

8 Please take notice that pursuant to R. 1:7-1, plaintiff reserves the right to use a time-unit
9 argument with reference to unliquidated damages.

10
11 Dated: February 8, 2017

CHAZEN & CHAZEN, LLC

Attorneys for Plaintiffs

12
13 By: David K. Chazen
14 David K. Chazen

15
16 **CERTIFICATION (R:4:5-1)**

17 I hereby certify that the matter in controversy is not the subject of any other action pending in
18 any Court or arbitration proceeding and no such other action or arbitration proceeding is
19 contemplated.

20 I further certify that all known parties are named in this action, but I reserve the right to
21 amend this pleading should any other persons become known to me.

22 I certify that the foregoing statements made by me are true. I am aware that if any of the
23 statements made by me are false, I am subject to punishment.

24
25 Dated: February 8, 2017

CHAZEN & CHAZEN, LLC

Attorneys for Plaintiffs

26
27 By: David K. Chazen
28 David K. Chazen

1 CHAZEN & CHAZEN, LLC
 2 346 GRAND AVENUE, P.O. BOX 470
 3 ENGLEWOOD, NEW JERSEY 07631
 4 (201) 567-5500
 5 ATTORNEYS FOR PLAINTIFFS
 6 NEW JERSEY BAR IDN: 00351981

FILED
 FEB 03 2017
 KEITH A. BACHMANN, J.S.C.

8 ALEXANDER DEFINA, A MINOR, BY HIS : SUPERIOR COURT OF NEW JERSEY
 9 PARENTS AND GUARDIANS AD LITEM, : LAW DIVISION - BERGEN COUNTY
 10 MICHAEL DEFINA AND DAHIANA DEFINA, : DOCKET NO.: BER-L-5751-15
 11 Plaintiffs, : CIVIL ACTION
 12 Vs. :
 13 GO AHEAD AND JUMP 1, LLC, d/b/a SKY ZONE : ORDER
 14 INDOOR TRAMPOLINE PARK, AND JOHN DOES: TO PERMIT THE FILING OF A
 15 1 THROUGH 5, SAID NAMES BEING FICTITIOUS: FIRST AMENDED COMPLAINT
 16 Defendants. :
 17 _____ :

18 This matter having been brought before the Court on the Motion of Chazen & Chazen, LLC
 19 by David K. Chazen, Esq., on behalf of Plaintiffs, Alexander Defina, a minor, by his parents and
 20 guadians ad litem, Michael Defina and Dahiana Defina, upon notice to the Defendants, and the Court
 21 having reviewed the within papers, and for good cause shown,

22 It is on this 3rd day of February, 2017,

23 ORDERED that Plaintiffs are hereby granted leave to file a First Amended Complaint to add
 24 Sky Zone, LLC and Sky Zone Franchise Group, LLC as defendants within 14 days of the entry of
 25 this Order; and it is further

26 ORDERED that a copy of this Order shall be served upon all parties within 7
 27 days.
 28


 KEITH A. BACHMANN, J.S.C.
 KEITH A. BACHMANN, J.S.C.

unopposed (DED is 1/21/18; no need to extend DED at this time)