

MILLER & GAUDIO, P.C.
104-110 Maple Avenue
Red Bank, New Jersey 07701
(732) 741-6769
(732) 747-6016 (FAX)
MICHAEL E. MC MAHON, ESQ.
ID#040802004
Attorney for Plaintiff

CIVIL RECORDS
N.J. SUPERIOR COURT
MIDDLESEX VICINAGE

2017 MAR -6 A 11: 50

FILED & RECEIVED #5

WILLIAM BARRESE and KATHLEEN
BARRESE, Husband and Wife

Plaintiffs,

vs.

GORILLA VAPES, LG CHEM, LTD., and
JOHN DOES 1-100, (fictitious designations)

Defendants,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MIDDLESEX COUNTY

DOCKET NO.: MIDDLESEX-1414 17

Civil Action

COMPLAINT AND JURY DEMAND

**DEMAND FOR ANSWERS TO
INTERROGATORIES**

Plaintiffs, WILLIAM BARRESE and KATHLEEN BARRESE, Husband and Wife, residing in the Township of Middletown, County of Monmouth, in the State of New Jersey, by way of this Complaint, say:

INTRODUCTION

1. Plaintiff WILLAM BARRESE purchased an electronic cigarette and related parts. The Defendants are the manufacturers, wholesalers, distributors, and retailers of the electronic cigarette and related parts. On December 23, 2016, WILLAM BARRESE was at his place of employment when suddenly his e-cigarette battery exploded in his left pant pocket, shooting flames down his pants, severely burning him. WILLAM BARRESE quickly realized that his leg was covered in black residue and his skin was severely charred. The explosion resulted in extensive burns on his lower extremity.

2. Electronic cigarettes, or e-cigarettes as they are more commonly known, claim to provide a tobacco free alternative to the traditional cigarette. E-cigarettes offer doses of nicotine with a vaporized solution, providing a physical sensation similar to tobacco smoke, supposedly without the harmful effects of actual tobacco or smoke. E-cigarettes also offer non-nicotine flavors, coming in enticing varieties such as gummy bear, vanilla, and blueberry pancake. Using e-cigarettes is known as “vaping”, and users are known as “vapers”. In addition to the e-cigarette used by WILLAM BARRESE, Defendants manufacture, design, and sell a variety of other e-cigarette products sold across New Jersey.

3. All e-cigarettes operate basically the same way. They consist of three parts: a tank or cartridge, a battery, which works to heat the liquid nicotine or other chemicals (often called “juices” or “e-liquids”) contained in the tank or cartridge, and an atomizer, which converts the contents of the liquid filled cartridge into vapor that the user then inhales. Some batteries are rechargeable, and some are disposable. The batteries are cylinder lithium-ion batteries. Some e-cigarettes are closed systems, in which prefilled cartridges are used. There are open systems where a user can manually refill a cartridge. E-cigarettes come in pen form (modeled after a traditional cigarette) and mods—devices, either mechanical or electrical, that are heavier and carry a much higher capacity for juice and vapor. There are many different types of mods, some of which require the use of coils that require installation before or after purchase.

THE PARTIES

4. Plaintiffs, WILLAM BARRESE and KATHLEEN BARRESE, Husband and Wife, are and at all relevant times were, a resident of the County of Monmouth, State of New Jersey.

5. Plaintiffs allege that defendant, GORILLA VAPES, is and at all relevant times mentioned herein were, licensed to conduct business or conducting business in New Jersey, through their agents and/or employees, and is the alter ego and/or joint venturer of other corporations, entities and business interests, each of which is conducting business in the County of Middlesex, the State of New Jersey. Defendants GORILLA VAPES sells e-cigarette products, including the batteries purchased by WILLAM BARRESE.

6. Plaintiffs allege that defendant, GORILLA VAPES, is and at all relevant times mentioned herein were, New Jersey companies licensed to conduct business or conducting business in New Jersey, through their agents and/or employees, and is the alter ego and/or joint venturer of other corporations, entities and business interests, each of which is conducting business in the County, of Middlesex the State of New Jersey. Defendant GORILLA VAPES sell e-cigarette products, including the batteries purchased by WILLAM BARRESE.

7. Plaintiffs allege that defendant, LG CHEM, LTD, at all relevant times mentioned herein was, a New Jersey company licenses to conduct business or conducting business in the State of New Jersey, through its agents and/or employees, and is the alter ego and/or joint venture of other corporations, entities and business interests, with a principal place of business and/or registered corporate address of LG Twin Towers, 128, Yeoui-daero, Yeongdeungpo-gu, Seoul, Republic of Korea.

8. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendants DOES 1-100, inclusive, and each of them, are unknown to Plaintiff, who thereby sues these Defendants by such fictitious names, and will ask leave of this court to amend this complaint when the true names are ascertained.

9. Plaintiffs are informed and believe and on that basis allege that each Defendant named herein as a Doe is responsible in some manner for the events and happenings referred to herein which proximately caused injury to Plaintiffs as hereinafter alleged.

10. Plaintiffs are informed and believe and on that basis allege that at all times mentioned herein the Defendants, and each of them, were the agents, servants, employees, and joint venturers of each other, and were as such acting within the course, scope and authority of said agency and employment and or joint venture, and that each and every Defendant, when acting as a principal, was negligent and reckless in the selection, hiring, entrustment and supervision of each and every other Defendant as an agent, servant, employee, or joint venturer.

FACTUAL BACKGROUND

A. Background of e-cigarettes

11. While e-cigarettes were first patented in 2003, they entered the market solely in China in 2004 and did not first appear in the United States of America ("United States") until 2007. Since their introduction into the United States, sales have risen dramatically from approximately \$20 million in 2008 to \$2.5 billion in 2012. Some media sources report that industry experts predict that the e-cigarette industry will become an \$85 billion industry within a decade and surpass the tobacco industry. (See Clarke, Toni, Reports of e-cigarette injury jump amid rising popularity, United States data show, Reuters.com, April 17, 2012.)

12. E-cigarettes carry mass appeal to consumers, as they are heavily advertised and offer a cheaper alternative to smoking. There are currently hundreds of brands of e-cigarettes on the market, and since e-cigarette marketing is completely unfettered and unregulated, e-cigarette products reach minors and people who would never smoke a traditional cigarette, but who are nevertheless intrigued by e-cigarettes. The variety of flavors offered, including root beer float, bubble gum, and cotton candy, further target and spark the intrigue of minors. Finally, e-cigarette advertisements are unrestricted, appearing on television and radio, where tobacco advertisements have been banned for more than 40 years. E-cigarettes simply have the ability to reach a broader consumer base than traditional cigarettes.

13. E-cigarettes differ from traditional cigarettes in a critical way: the e-cigarette is battery-operated and uses a heating element to produce vapor, and the traditional cigarette has no electronic component. While both products may produce a similar physical sensation, e-cigarettes pose an additional danger—the battery-powered heating element, as well as the battery itself, can cause, and has caused, explosions, fires, and serious injury.

14. Lithium-ion batteries, commonly used in all types of e-cigarettes, have an inherent risk of fire and explosion. Combining lithium-ion batteries with a heating element, as done in e-cigarettes, poses

serious dangers and risks. According to a medical case report, a man in New Jersey had an e-cigarette explode in his pocket, ignite his pants on fire, and cause him severe burns. The case report further highlighted the inherent danger of lithium-ion batteries and pointed to research that recognized that the “poor design, use of low-quality materials, manufacturing flaws and defects, and improper use and handling can all contribute to a condition known as ‘thermal runaway’, whereby the internal battery temperature can increase to the point of causing a battery fire or explosion.” (Brown CM, Cheng JM. Electronic Cigarettes: Product Characterization and Design Considerations, Tobacco Control, 2012.) The medical case report noted that as the industry grows, “the potential for serious burn injuries related to device malfunction is of concern.” (Spontaneous Electronic Cigarette Explosion: A Case Report, American Journal of Medical Case Reports, 2015, Vol. 3, No. 4, 93-94, 94.)

15. There has been much debate over the supposed “safety” of e-cigarettes. Many tout e-cigarettes as the safer alternative to traditional cigarettes because e-cigarettes (1) do not contain tobacco; (2) do not create smoke for a person to inhale; and (3) do not pose as high of a risk for second-hand smoke inhalation. This supposed “safer” alternative to traditional cigarettes is still under debate because e-juice contains nicotine—a neurotoxin which is extremely addictive—and other chemicals which may have long-term effects that are still unknown since e-cigarette technology is relatively new. Additionally, the vapor that users inhale has been found to contain toxic chemicals such as formaldehyde, lead, nickel, and acetaldehyde. Finally, when non-vapers inhale second-hand vapor, they also report increased coughing and wheezing.

16. The e-cigarette industry carries mass appeal to manufacturers, distributors, and sellers because the cost of production is low and the return on profits is high. Manufacturers, distributors, and sellers also profit from these products because of the lack of regulatory oversight at the federal, state, and local level. (See Tobacco Control Legal Consortium, Regulating Electronic Cigarettes and Similar Devices, Updated August 2015) Currently, manufacturers, distributors, and sellers are not required to spend any money on testing or to otherwise ensure the safety of the products. This unregulated environment creates an industry that is full of lucrative business opportunities. And injured consumers.

17. China continues to be a major producer of e-cigarettes. It was estimated that more than 300 million e-cigarettes would be shipped from China to the United States and Europe in 2015. (Barboza, David, China's E-Cigarette Boom Lacks Oversight for Safety, New York Times, Dec. 13, 2012.) Many of these products are shipped from China and placed directly into the stream of commerce in the United States without any knowledge as to the composition, design, or safety of the products. Most United States' distributors choose to import e-cigarettes from China because of the low cost and non-existent quality control.

18. Only a few federal regulations have been proposed or promulgated regarding e-cigarettes. While the United States Department of Transportation and the Food and Drug Administration have taken important first steps, none of these regulations deal with the safety of the actual device itself. Currently, e-cigarettes are not subject to any manufacturing or quality control standards at the federal, state, or local level.

19. E-cigarettes are more dangerous than other products that contain lithium batteries because the e-cigarette is most often designed as a cylindrical device. Thus, when the device malfunctions or fails, the battery can be shot out like a bullet or rocket. (United States Fire Administration, Electronic Cigarette Fires and Explosions, October 2012, at 5.) There are different methods to protect against these batteries, but because of a lack of regulation, the protections are left up to the e-cigarette manufacturers. (Id. at 6.)

20. The explosion of WILLAM BARRESE 's e-cigarette product is not a novel occurrence; e-cigarettes have caused fires and explosions which have injured many consumers. For example, a man from Camden County, New Jersey recently suffered second degree burns to his arm and face as a result of an e-cigarette explosion. A woman from Camden County, New Jersey recently suffered catastrophic injuries to her mouth and teeth, including almost losing her right eye, when an e-cigarette exploded in her face. A Southern New Jersey man's e-cigarette exploded in his pocket, causing extensive burns to his leg and foot which required a skin graft.

21. The above listed incidents of explosion are only a few examples of mounting evidence that explosions and fires caused by e-cigarettes are increasing in occurrence. Complaints of injury caused by e-cigarettes continue to rise as the devices become more popular. These products continue to be placed into the stream of commerce despite being untested and unsafe. E-cigarettes will continue to cause these types of injuries unless and until those placing them in the stream of commerce are held accountable. Even industry proponents, such as the Electronic Cigarette Industry Group, acknowledge that no universal method of testing e-cigarettes has been adopted. The case of WILLAM BARRESE illustrates why this should change.

B. The explosion that changed WILLAM BARRESE 's life

22. In or about July or August 2016, WILLAM BARRESE purchased the e-cigarette, consisting of a mod, battery, charger, and atomizer, all from Defendants GORILLA VAPES. These products will be collectively referred to herein as the "E-Cig Products". The E-Cig Products were manufactured, wholesaled, distributed, and retailed by Defendants and Does 1-100.

23. On December 23, 2016, WILLAM BARRESE was tending to his duties at work and suddenly, WILLAM BARRESE's e-cigarette battery, which was in his left pant pocket, exploded. The device and flames from the explosion burned his pants, burned through the pocket, hitting his bare skin. WILLAM BARRESE immediately attempted to extinguish the flames.

24. Following the explosion, WILLAM BARRESE immediately began to care for his wounds seeking attention through hospitalization and consultation with a dermatologist.

25. The explosion and WILLAM BARRESE's resulting injuries were caused by the defective E-Cig Products, as well as the Defendants' negligence.

26. WILLAM BARRESE is physically and emotionally scarred from the explosion. Due to his injuries, he experiences pain and suffering on a daily basis.

FIRST COUNT

STRICT LIABILITY AGAINST GORILLA VAPES, LG CHEM, LTD AND DOES 1-100

PLAINTIFFS WILLAM BARRESE AND KATHLEEN BARRESE FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS GORILLA VAPES, LG CHEM, LTD AND DOES 1-100, INCLUSIVE, FOR STRICT PRODUCTS LIABILITY, ALLEGES:

27. Plaintiffs refer to each and every preceding paragraph and incorporate those paragraphs as though set forth in full in this cause of action.

28. At all times mentioned herein, Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, were engaged in the business of manufacturing, fabricating, designing, assembling, distributing, selling, inspecting, warranting, leasing, renting, retailing, wholesaling, and advertising the E-Cig Products WILLAM BARRESE purchased and used.

29. On December 23, 2016, as WILLAM BARRESE was using the E-Cig Products in a reasonably foreseeable and intended manner, the E-Cig Products suddenly exploded, causing severe, painful and permanent injuries to his leg.

30. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, knew that consumers would use the E-Cig Products as WILLAM BARRESE did on December 23, 2016.

31. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, manufactured, designed, assembled, packaged, tested, fabricated, inspected, marketed, distributed, and sold the E-Cig Products and each of their component parts with defects in both design and manufacturing which made them dangerous, hazardous, and unsafe for their intended and reasonably foreseeable use.

32. The design and manufacturing defects in the E-Cig Products included: defective and unsafe design, which resulted in excessive overheating of the E-Cig Products, causing them to catch fire in the course of intended use and in the course of non-use.

33. The E-Cig Products contained a design and/or manufacturing defect when the E-Cig Products were introduced into the stream of commerce by Defendants and Does 1-100, inclusive.

34. The E-Cig Products were defective and unsafe for their intended use. Due to the design and/or manufacturing defects, the E-Cig Products failed to perform as safely as an ordinary consumer would expect when used in an intended or reasonably foreseeable manner.

35. Furthermore, the risk of danger in the design of the E-Cig Products outweighed any benefits of the design and safer alternative designs were available at the time of manufacture. Therefore, the E-Cig Products presented a substantial and unreasonable risk of serious injuries to users of said E-Cig Products or those in the vicinity of use.

36. The defects in the design and manufacture of the E-Cig Products and its component parts were a substantial factor in causing WILLAM BARRESE'S severe injuries and damages as herein alleged.

37. Defendant GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, had actual or constructive knowledge of the risks inherent in the E-Cig Products at the time of their sale to WILLIAM BARRESE, and that they could cause explosion, fire and injury.

38. The inherent risks and dangers in using the E-Cig Products in an intended or reasonably foreseeable way presented a substantial danger to WILLAM BARRESE.

39. An ordinary consumer, such as WILLAM BARRESE, would not have recognized the potential risks and dangers inherent in the E-Cig Products.

40. Defendant GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, failed to warn of the dangers in the reasonably foreseeable use of the E-Cig Products. Nowhere does the product or packaging warn of the risk of explosion. There were simply no warnings about the hazards inherent in the E-Cig Products.

41. Defendants' GORILLA VAPES, LG CHEM, LTD and DOES 1-100s', inclusive, failure to warn of the risks and instructions on safe use was a substantial factor in causing WILLAM BARRESE'S severe injuries and damages as herein alleged.

42. As a result of the defective E-Cig Products, and Defendants' GORILLA VAPES, LG CHEM, LTD and DOES 1-100s', inclusive, failure to warn, WILLAM BARRESE sustained severe personal injuries and damages, as alleged herein:

- 1) WILLAM BARRESE has suffered, continues to suffer, and will in the future suffer great mental, physical and emotional pain, in sums according to proof at the time of trial;
- 2) WILLAM BARRESE was required to, and did, and will in the future, employ physicians and surgeons to examine, treat and care for him, and did and will in the future incur medical and incidental expenses for such care and services, in a sum according to proof at the time of trial;
and
- 3) WILLAM BARRESE has incurred past and future loss of earnings and diminished earning capacity, in an amount according to proof at the time of trial.

43. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100 (fictitious designations) are strictly liable to the Plaintiffs for the injuries complained of herein by reason of having sold and placed into the stream of commerce defective E-Cig Products, including but not limited to batteries, which were unreasonably dangerous to users.

WHEREFORE, Plaintiffs, WILLAM BARRESE and KATHLEEN BARRESE, Husband and Wife, demand Judgment for damages generally against the Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100 (fictitious designations), individually, jointly, severally, or in the alternative, together with interest and costs of suit.

SECOND COUNT

NEGLIGENCE AGAINST GORILLA VAPES, LG CHEM, LTD AND DOES 1-100

PLAINTIFFS WILLIAM BARRESE AND KATHLEEN BARRESE, HUSBAND AND WIFE, FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS GORILLA VAPES, LG CHEM, LTD AND DOES 1-100, INCLUSIVE, FOR NEGLIGENT PRODUCTS LIABILITY, ALLEGE:

44. Plaintiffs refer to each and every preceding paragraph and incorporate those paragraphs as though set forth in full in this cause of action.

45. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, negligently, recklessly and carelessly manufactured, fabricated, designed, assembled, distributed, sold, inspected, warranted, and advertised the E-Cig Products such that they were dangerous and unsafe for their intended and/or reasonably foreseeable use.

46. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, owed a duty to WILLAM BARRESE to exercise reasonable care in the design, manufacture, and sale of the E-Cig Products, to ensure the E-Cig Products were safe for their reasonably foreseeable use.

47. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, failed to exercise the amount of care in the design, manufacture, and sale of the E-Cig Products, that a reasonably careful manufacturer, designer, seller, wholesaler, or distributor would have used in similar circumstances to avoid exposing others to a foreseeable risk of harm.

48. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, knew or reasonably should have known that the E-Cig Products were dangerous when used or misused in a reasonably foreseeable manner.

49. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, knew or reasonably should have known that users would not realize the danger of explosion and/or fire.

50. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, failed to adequately warn of the dangers of explosion and/or fire, or instruct on the safe use of the E-Cig Products.

51. A reasonable manufacturer, designer, seller, wholesaler, or distributor in similar circumstances would have warned of the danger, or instructed on safe use of the product.

52. Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, failure to warn or instruct was a substantial factor in causing Plaintiffs' harm.

53. As a proximate result of said negligent conduct, Plaintiffs suffered injuries as previously alleged. The negligence of Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive,

was a substantial factor in causing the explosion, fire, and serious injuries to WILLAM BARRESE as previously alleged.

54. Plaintiffs incorporate by reference the damage allegations of paragraph 43 alleged against Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, as though fully set forth herein.

WHEREFORE, Plaintiffs, WILLAM BARRESE and KATHLEEN BARRESE, demand Judgment for damages generally against the Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100 (fictitious designations), individually, jointly, severally, or in the alternative, together with interest and costs of suit.

THIRD COUNT

VIOLATION OF N.J.S.A 2A:58C ET SEQ. AGAINST GORILLA VAPES, LG CHEM, LTD AND DOES 1-100

55. Plaintiffs refer to each and every preceding paragraph and incorporate those paragraphs as though set forth in full in this cause of action.

56. The E-Cig Products and/or its component parts which were designed, manufactured, maintained, inspected, installed, assembled, tested, sold and/or distributed by Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, were not reasonably fit, suitable or safe for their intended purpose in that they deviated from design specifications, formulae or performance standards of the manufacturer or from otherwise identical units manufactured to the same manufacturing specifications, formulae and failed to contain adequate warnings or instructions and were designed in a defective manner in violation of N.J.S.A. 2A:58C et seq.

57. As a result of the aforesaid conduct of the Defendants GORILLA VAPES, LG CHEM, LTD and DOES 1-100, inclusive, the Plaintiff, WILLAM BARRESE, sustained serious permanent bodily injuries, was caused to suffer severe mental anguish, has been caused to expend large sums of money for medical treatment, and will be caused to lose large sums of money due to his inability to pursue his usual occupation.

WHEREFORE, Plaintiffs, WILLAM BARRESE and KATHLEEN BARRESE, demand Judgment for damages, including punitive damages, generally against the Defendants, GORILLA VAPES, LG CHEM, LTD and DOES 1-100 (fictitious designations), individually, jointly, severally, or in the alternative, together with interest and costs of suit.

FOURTH COUNT

CLAIMS FOR THE LOSS OF CONSORTIUM AND OTHERS SERVICES AND BENEFITS AGAINST GORILLA VAPES, LG CHEM, LTD AND DOES 1-100

58. Plaintiffs, WILLIAM BARRESE and KATHLEEN BARRESE, Husband and Wife, repeat the allegations of Counts One through Three herein in their entirety.

59. Plaintiff, KATHLEEN BARRESE, is the wife of Plaintiff, WILLIAM BARRESE.

60. As a result of the injuries sustained as related in Counts One through Three of this Complaint, Plaintiff, KATHLEEN BARRESE, suffered the loss of consortium and other services and benefits of her husband, Plaintiff, WILLIAM BARRESE.

WHEREFORE, Plaintiff, KATHLEEN BARRESE, demands judgment against the Defendants for damages, interest and costs of suit.

DATED: February 28, 2017

MILLER AND GAUDIO, P.C.


MICHAEL E. MC MAHON, ESQ.
Attorney for Plaintiff

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues.

CERTIFICATION OF OTHER ACTIONS/PARTIES

Pursuant to the provisions of Rule 4:5-1, the undersigned attorney certifies that this matter is not the subject of any other action pending in any court or arbitration proceeding, nor is any other action or arbitration proceeding contemplated, and all known necessary parties have been joined in this action.

CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7(c)(1)

Pursuant to Rule 1:38-7(b), all confidential identifiers of the parties to this action have or will be redacted from all documents or pleadings submitted to the court.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of Rule 4:25-4 the Court is advised that MICHAEL E. MC MAHON., is hereby designated as trial counsel.

MILLER AND GAUDIO, P.C.


MICHAEL E. MC MAHON, ESQ.
Attorney for Plaintiff

Dated: February 28, 2017

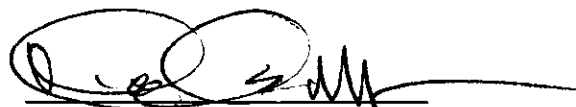
DEMAND FOR ANSWERS TO INTERROGATORIES
& SUPPLEMENTAL INTERROGATORIES

Plaintiffs, WILLIAM BARRESE and KATHLEEN BARRESE demand that Defendants, GORILLA VAPES and LG CHEM, LTD, provide answers to interrogatories as follows:

FORM C and FORM C(4) UNIFORM INTERROGATORIES, as set forth in Appendix II of the New Jersey Court Rules effective September 1, 2008.

SUPPLEMENTAL INTERROGATORIES #1-10.

MILLER AND GAUDIO, P.C.



MICHAEL E. MC MAHON, ESQ.
Attorney for Plaintiff

Dated: February 28, 2017

MILLER & GAUDIO, P.C.
104-110 Maple Avenue
Red Bank, New Jersey 07701
(732) 741-6769
(732) 747-6016 (FAX)
MICHAEL E. MC MAHON, ESQ.
ID#040802004
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WILLIAM BARRESE and KATHLEEN
BARRESE, Husband and Wife

Plaintiffs

vs.

GORILLA VAPES, LG CHEM, LTD and
JOHN DOES 1-100, (fictitious
designations)

Defendants

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION

Docket No. MID-L

CIVIL ACTION

DEMAND FOR DISCOVERY
OF INSURANCE COVERAGE

To: GORILLA VAPES
LG CHEM, LTD



Pursuant to Rule 4:10-2(b), demand is hereby made that you disclose to the undersigned whether 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 to indemnify or reimburse for payments made to satisfy the judgment.

YES () NO ()

If the answer is "yes" attach a copy of each or in the alternative state, under oath or certification (a) number (b) name and address of insurer or issuer (c) inception of expiration dates (d) names and addresses of all persons insured thereunder (e) personal injury limits (f) property damage limits (g) medical payment limits (h) name and address of person who has custody and possession thereof (i) where and when each policy or agreement can be inspected and copied.

Dated _____

Appendix XII-B1

	<p>CIVIL CASE INFORMATION STATEMENT (CIS)</p> <p>Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		FOR USE BY CLERK'S OFFICE ONLY
	PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA		CHG/CK NO.
	AMOUNT:		OVERPAYMENT:
			BATCH NUMBER:
ATTORNEY / PRO SE NAME Michael E. Mc Mahon, Esq.		TELEPHONE NUMBER (732) 741-6769	COUNTY OF VENUE
FIRM NAME (if applicable) Miller & Gaudio, PC		DOCKET NUMBER (when available) MDL- 1414 17	
OFFICE ADDRESS 104-110 Maple Ave Red Bank, NJ 07701		DOCUMENT TYPE Complaint	
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) William Barrese and Kathleen Barrese, Husband and Wife		CAPTION Barrese v. Gorilla Vapes, LG Chem, LTD., et al.	
CASE TYPE NUMBER (See reverse side for listing) 606	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .			
ATTORNEY SIGNATURE: 