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Attorney for Plaintiffs

Max Scott, individually and Lea Scott and Andrew Scott, his parents	:	SUPERIOR COURT OF NEW JERSEY ESSEX COUNTY-LAW DIVISION
Plaintiffs	:	DOCKET NO: ESX-L-
vs.	:	CIVIL ACTION
	:	
Fraternity Mutual Insurance Company and NXCess Insurance Company	:	COMPLAINT AND JURY DEMAND
Defendants	:	

Max Scott, individually and Andrew and Lea Scott, his parents, by way of Complaint against the defendants, say:

FIRST COUNT

1. At all times herein relevant, Max Scott, date of birth October 1, 1983, was a New Jersey resident who resided with parents at 123 Ross Road, West Orange, Essex County, New Jersey.
2. At all times herein relevant, defendant Fraternity Mutual Insurance Company was an insurance company authorized by the laws of the State of New Jersey to write policies of automobile insurance including uninsured motorist coverage.
3. At all times herein relevant, defendant NXCess Insurance Company was an insurance company authorized by the laws of the State of New Jersey to write policies of excess/umbrella insurance including uninsured motorist coverage.
4. On or about December 28, 1999, Max Scott, then 16 years old, was a minor child who resided

in the home of his parents, and was considered a “covered person” under the uninsured motorist endorsements of insurance policies issued by Fraternity Mutual Insurance Company to Lea and Andrew Scott and by NXCess Insurance Company to Andrew Scott.

5. On or about December 28, 1999, plaintiff Max Scott was a pedestrian struck by an identified, hit-and-run automobile.

6. As a result of the aforementioned accident, plaintiff Max Scott suffered severe temporary and permanent injuries, was rendered sick, sore and disabled, was prevented from engaging in his usual pursuits and occupations, and has in the past and will in the future be compelled to expend funds to effect his care and cure.

7. Pursuant to the provisions of the applicable insurance policies, plaintiff Max Scott claimed uninsured motorist benefits from the defendants, Fraternity Mutual Insurance Company and NXCess Insurance Company.

8. The matter was submitted to non-binding arbitration on March 22, 2002, at which time an award was entered in favor of plaintiff in the amount of \$200,000 (copy of award annexed as Exhibit A).

9. Defendant, Fraternity Mutual Insurance Company, has rejected the arbitration award and demanded a trial *de novo*.

WHEREFORE, plaintiff Max Scott demands judgment for damages against the defendants together with interest, costs, and such other relief as this court may deem fair and appropriate.

SECOND COUNT

1. Plaintiff repeats the allegations of the First Count of this Complaint as if set forth herein at length.

2. At the time of this accident, plaintiff Max Scott was a minor, and to this day remains partially dependent upon his parents since he is a full time college student.

3. As a result of the injury to their son, Lea and Andrew Scott were deprived of his care, comfort, society, companionship and services, and have in the past and will in the future be compelled to expend funds to effect his care and cure.

WHEREFORE, plaintiffs Lea and Andrew Scott demand judgment for damages together with interest, costs of suit, and such other relief as this court may deem fair and appropriate.

JURY DEMAND

Plaintiff, Max Scott, hereby demands a trial by jury of six (6) persons as to all issues contained herein.

DATED: May 22, 2002

MARY S. JONES
Attorney for Plaintiff

CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court, nor of a pending arbitration proceeding. I further certify that no other action or arbitration proceeding is presently contemplated.

DATED: May 22, 2002

MARY S. JONES
Attorney for Plaintiff