

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

E.G.B., an infant, by her father and
natural guardian, RICHARD BONITZ and
RICHARD BONITZ, individually

Plaintiffs,

-against-

JOURNEY BUS LINES LLC and TROY D.
GASTON

Defendants.

Index No.

Plaintiffs designate
Nassau County as the place of trial.

SUMMONS

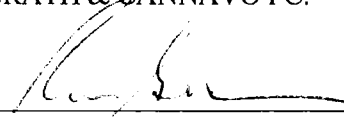
The basis of venue is:
Place of accident
Plaintiffs reside at:
9 Longview Court
Huntington, NY 11743

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty days after the service of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Garden City, New York
April 13, 2018

SULLIVAN PAPAIN BLOCK
McGRATH & CANNAVO PC.

By: 
Robert G. Sullivan
Attorneys for Plaintiffs
Office and P.O. Address
1140 Franklin Avenue, Suite 200
Garden City, New York 11530
(516) 742-0707

Defendants addresses : **JOURNEY BUS LINES LLC** 46 South 20th Street, Irvington, New Jersey 07111
TROY D. GASTON, Bethlehem, PA

FILED WITH THE CLERK OF THE COURT ON _____

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

E.G.B., by her father and
natural guardian, RICHARD BONITZ
and RICHARD BONITZ, individually

Plaintiffs

VERIFIED COMPLAINT

-against-

Index No:

JOURNEY BUS LINES LLC and TROY D.
GASTON

Defendants

Plaintiffs, by their attorneys, SULLIVAN PAPAIN BLOCK MCGRATH & CANNAVO P.C. as
and for their Verified Complaint, at all times hereinafter mentioned, set forth the following upon information
and belief:

FIRST CAUSE OF ACTION

1. On April 8, 2018, infant plaintiff, E.G.B., resided at 9 Longview Court, Huntington, New York 11743.
2. On April 8, 2018, plaintiff, RICHARD BONITZ resided at 9 Longview Court, Huntington, New York 11743.
3. On April 8, 2018, plaintiff, RICHARD BONITZ was the father of the infant plaintiff, E.G.B. and as such lived as a family at 9 Longview Court, Huntington, New York 11743.
4. On April 8, 2018, defendant, JOURNEY BUS LINES LLC was a New Jersey Corporation with its principal place of business at 46 South 20th Street, Irvington, New Jersey 07111.
5. On and prior to April 8, 2018, defendant, JOURNEY BUS LINES LLC was a foreign corporation transacting business in the State of New York.
6. On and prior to April 8, 2018, defendant, JOURNEY BUS LINES LLC was a foreign corporation conducting business in the State of New York.
7. On April 8, 2018, defendant, JOURNEY BUS LINES LLC was licensed to conduct business in the State of New York.

8. On and prior to April 8, 2018, defendant, JOURNEY BUS LINES LLC was involved in interstate commerce in its business practices.
9. On April 8, 2018, defendant, TROY D. GASTON resided in Bethlehem, Pennsylvania.
10. On April 8, 2018, defendant, TROY D. GASTON was an employee of JOURNEY BUS LINES LLC.
11. On April 8, 2018, defendant, TROY B. GASTON, was operating a bus owned by JOURNEY BUS LINES LLC on the Southern State Parkway eastbound, having entered the Southern State Parkway from the Belt Parkway.
12. On April 8, 2018, defendants operated their bus eastbound on the Southern State Parkway at or about the Eagle Avenue overpass.
13. On April 8, 2018, the bus owned by defendant, JOURNEY BUS LINES LLC operated by defendant, TROY D. GASTON, was approximately twelve feet high.
14. On April 8, 2018, the overpass at Eagle Avenue on the Southern State Parkway had a height clearance of between seven feet seven inches to ten feet high.
15. On April 8, 2018 at approximately 9:00 p.m., student passengers from Huntington High School, and five chaperones, were aboard the JOURNEY BUS LINES LLC bus operated by TROY D. GASTON on their way home from JFK Airport, returning from a spring break vacation to Europe, headed for the Walt Whitman Mall in Huntington where the parents of the students were waiting to pick them up.
16. On April 8, 2018, at approximately 9:00 p.m. the bus owned by defendant, JOURNEY BUS LINES LLC and operated by defendant, TROY D. GASTON, crashed into the underside of the Eagle Avenue overpass.
17. On April 8, 2018, at approximately 9:00 p.m. the bus owned by defendant, JOURNEY BUS LINES LLC and operated by defendant, TROY D. GASTON, violently struck the underside of the Eagle Avenue overpass.
18. The force of the impact between the bus and the Eagle Avenue overpass sheared off the top of the bus which then collapsed into the cabin of the bus severely injuring the students and chaperones inside the bus.

19. The aforementioned collision of the JOURNEY BUS LINES LLC bus with the Eagle Avenue overpass occurred by reason of the negligence, carelessness and recklessness of the defendants concerning their ownership, operation, equipage, maintenance and control of the bus.

20. At the time of the aforementioned crash, signs warning of the clearance height beneath the Eagle Avenue overpass were posted before the overpass.

21. Upon information and belief, on April 8, 2018, defendant, TROY D. GASTON, was negligently using a “non-commercial vehicle GPS device” in connection with operating the JOURNEY BUS LINES LLC’s bus, said device routing him from the JFK Airport, on to the Belt Parkway and then on to the Southern State Parkway, both parkways being limited access parkways excluding buses and commercial vehicles.

22. In addition to defendant, TROY D. GASTON, being negligence concerning the operation of the JOURNEY BUS LINES LLC bus involved in the crash, defendant, JOURNEY BUS LINES LLC was negligent in failing to equip its bus with a proper, “commercial” GPS system.

23. As a result of the foregoing crash, the student passengers on the bus, as well as the chaperones, including infant plaintiff, E.G.B., were injured.

24. As a result of the foregoing crash, the student passengers on the bus, as well as the chaperones, including infant plaintiff, E.G.B., were seriously injured.

25. By reason of the foregoing, infant plaintiff, E.G.B., sustained serious injuries from the crash above, all as defined by Section 5102(d) of the Insurance Law of the State of New York and/or economic loss as defined by Section 5102 Insurance Law of the State of New York.

26. The limitations on liability set forth in CPLR Section 1601 do not apply to this action by reason of one or more of the CPLR Section 1602 exemptions, particularly CPLR Section 1602(6).

27. As a result of the foregoing, infant plaintiff, E.G.B., has been damaged in a sum of money exceeding the minimal jurisdiction of the Supreme Court of the State of New York.

SECOND CAUSE OF ACTION

28. Plaintiffs repeat and reiterate each and every allegation in the First Cause of Action as if set forth at length herein.

29. On April 8, 2018, plaintiff, RICHARD BONITZ, was the parent of the infant plaintiff, E.G.B..

30. On April 8, 2018, plaintiff, RICHARD BONITZ, lived in the household along with the infant plaintiff, E.G.B..

31. On April 8, 2018, as a result of the negligence, carelessness and recklessness of defendants concerning the crash above, the derivative plaintiff, RICHARD BONITZ, was damaged.

32. As a result of the aforementioned crash, derivative plaintiff, RICHARD BONITZ, became responsible for the medical bills incurred by the infant plaintiff, E.G.B.; said bills incurred in an attempt to cure the infant plaintiff E.G.B. from her injuries due to the negligence, recklessness and carelessness of the defendants concerning the crash involved.

33. As a result of the aforementioned crash and resulting injuries to the infant plaintiff, E.G.B., the derivative plaintiff, RICHARD BONITZ, lost the companionship services and society of the infant plaintiff, E.G.B., as the result of the negligence, carelessness and recklessness of the defendants.

34. The damages sustained by the derivative plaintiff, RICHARD BONITZ, amounts to a sum of money that exceeds the minimal jurisdiction of this court.

35. The limitations on liability set forth in CPLR Section 1601 do not apply by reason of one or more of the CPLR Section 1602 exemptions, particular CPLR Section 1602(6).

36. As a result of the foregoing, derivative plaintiff, RICHARD BONITZ, has been damaged.

37. As a result of the foregoing, derivative plaintiff, RICHARD BONITZ, has been seriously damaged.

38. As a result of the foregoing, derivative plaintiff, RICHARD BONITZ, has been damaged in a sum of money exceeding the minimal jurisdiction of this Court.

WHEREFORE, plaintiffs demand judgment against the defendants in the First and Second Causes of Action in a sum of money that exceeds the minimal jurisdiction of this Court, altogether with the

costs, interest and disbursements of this action from the 8th day of April, 2018.

DATED: Garden City, New York
April 13, 2018

Yours, etc.,

SULLIVAN PAPAIN BLOCK
McGRATH & CANNAVO P.C.

By: 

Robert G. Sullivan
Attorneys for Claimants
1140 Franklin Avenue
Suite 200
Garden City, NY 11530
(516) 742-0707

VERIFICATION

ROBERT G. SULLIVAN, an attorney duly admitted to practice in the State of New York affirms per CPLR Rule 2100 the following under penalties of perjury:

I am a member of the law firm of SULLIVAN PAPAIN BLOCK MCGRATH & CANNAVO P.C., attorneys for the plaintiffs herein. I have read the foregoing and know the contents thereof, and upon information and belief affirmant believes the matters alleged therein to be true.

The reason this Verification is made by affirmant and not by plaintiffs is that the plaintiffs are in a county other than the one in which deponent's law firm maintains their offices.

The source of affirmant's information and the grounds of his belief are communications, papers, reports and investigations contained in the file.

Dated: Garden City, New York
April 13, 2018



ROBERT G. SULLIVAN