

**SUPREME COURT OF THE STATE OF NEW YORK
QUEENS COUNTY**

KATHERINE VAN DEN HEUVEL

Plaintiff,

v.

**R&D PROMOS, LLC, d/b/a Ruin Days and
RuinDays.com,**

Defendant.

Index No.:

SUMMONS

Plaintiff designates Queens County as the
place of trial. Venue is based upon
Defendant's place of business


To the above named Defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the Verified Complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

Date: June 27, 2018
White Plains, New York

Respectfully submitted,

JACKSON LEWIS P.C.
44 South Broadway, 14th Floor
White Plains, NY 10601
(914) 872-8060

By: 
Michael L. Abitabilo
Kevin D. Holden*

ATTORNEYS FOR PLAINTIFF

* *Pro hac vice application forthcoming*

Defendant's Last Known Address

R&D Promos, LLC
4825 229th St.
Oakland Gardens, NY 11364

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JURY TRIAL DEMANDED

VERIFIED COMPLAINT

Plaintiff Katherine Van Den Heuvel (“Van Den Heuvel”), by and through her attorneys at Jackson Lewis P.C., files this Complaint against R&D Promos, LLC, doing business as Ruin Days and RuinDays.com (“RuinDays.com”), and in support thereof alleges the following:

NATURE OF THE ACTION

This is an action for assault, battery, and intentional infliction of emotional distress committed by RuinDays.com, in violation of the common law of New York.

THE PARTIES

1. Van Den Heuvel is a United States Citizen that resides in Maryland.
2. Upon information and belief, R&D Promos is a Delaware company that maintains its corporate headquarters and primary business office in Oakland Gardens, New York.

JURISDICTION AND VENUE

3. Jurisdiction of this Court is appropriate pursuant to N.Y. Civil Practice Law and Rules §301 and §302 as Defendant maintains its principal place of business within the State of New York and/or regularly transacts business within the State of New York.

4. Venue of this Court is appropriate pursuant to N.Y. Civil Practice Law and Rules §503 as principal place of business of the defendant, R&D Promos, is in Queens County.

FACTS

5. R&D Promos does business under the trade names “Ruin Days” and “RuinDays.com” and utilizes the following website to conduct business: www.ruindays.com.

6. The RuinDays.com website boasts the following statements:

We at RuinDays.com believe anyone that has ever wronged you should pay. We discretely and anonymously package the most annoying things possible to receive through the mail, and ship them to your enemies, in an effort to ruin their day.

* * * * *

We specialize in making every kind of person sad.

7. One of the products offered by R&D Promos is the “SPRING LOADED GLITTER BOMB” (“Glitter Bomb”). The Glitter Bomb is described by R&D Promos as, among other things, something it created to make someone “suffer.”

8. The RuinDays.com website includes links to various videos about its products and services, videos that it has also published on Youtube.com, such as the video that appears at <https://www.youtube.com/watch?v=ASF79ggH1PM>. One of those videos, entitled “RuinDays.com – A company dedicated to ruining your enemy’s day,” depicts how the “Glitter Bomb,” which is made up of “over sixty million statically charged particles . . . , packaged and compressed with over 44 micro [undecipherable] of explosive force, ready to f*** [the subject’s] day up,” was designed and intended to blow up in someone’s face, striking them in the eyes, nose and mouth.

9. After showing the impact of the “Glitter Bomb” in the face of the subject, the R&D Promos representative exclaims with apparent joy, “Yeah!”, and then shown happily skipping

down the steps of the house where the “Glitter Bomb” had just been delivered and deployed.

10. This video goes on to state, “We at RuinDays.com offer day ruining as a service. We package the most annoying things possible and received through the mail and ship them to whomever you like.” The R&D Promos representative concludes the video by stating, **“RuinDays.com. Cause we know how to cross the line”** and detonating a car bomb, causing the car parked in front of the house he just existed to explode in a ball of fire.

11. On or about June 13, 2018, R&D Promos delivered a Glitter Bomb to Van Der Heuvel to her home address in Maryland. The package was marked and designed to disguise the true nature of the package, including markings designed to make it look that this was a legitimate package from Amazon.com.

12. Van Der Heuvel opened the package and, as intended by R&D Promos, the Glitter Bomb exploded in her face, striking her with force in the eyes, nose and mouth and causing her injuries. In addition, the Glitter Bomb deployed, as advertised and intended, millions of tiny, statically charged particles became lodged on and in Van Der Heuvel’ s laptop, which was in front of Van Der Heuvel when she opened the package, causing damage to this personal property.

13. Van Der Heuvel was shocked and scared by the explosion of small metallic projectiles contained in the Glitter Bomb and believed that she was about to be touched by these offensive projectiles in a harmful and offensive manner.

14. At no time did Van Der Heuvel order the package or Glitter Bomb, consent to receiving the package or Glitter Bomb, or consent to receiving the package or Glitter Bomb or being struck and harmed by R&D Promos as described herein.

15. As a direct and calculated result of R&D Promos’ intentional and malicious conduct, Van Der Heuvel suffered substantial fear, apprehension, and emotional distress, along

with the injuries from the explosion of metallic particles into her eyes, nose and mouth. She also suffered damages to her laptop. Such damages are subject to proof at trial and estimated to be in excess of \$100,000.00.

16. R&D Promos' actions were oppressive, malicious, and displayed a degree of recklessness and callous disregard for Heuvel' s rights and personal safety, and entitles Van Der Heuvel to an award of punitive damages of no less than \$500,000.00.

COUNT I -- BATTERY

17. Each of the above allegation are repeated and incorporated herein.

18. R&D Promos intentionally, willfully, and purposefully designed, prepared and sent Van Der Heuvel a Glitter Bomb for the express purpose of causing her offensive, harmful bodily contact.

19. R&D Promos, intentionally, willfully, and purposefully did cause harmful bodily contact to Van Der Heuvel in the form of an explosion of small metallic projectiles contained in the Glitter Bomb that struck Van Der Heuvel in the eyes, mouth and nose.

20. A reasonable person in Van Der Heuvel's position would have been offended by this touching and bodily contact.

21. The bodily contact that R&D Promos made on Van Der Heuvel was intentional, harmful, offensive in nature, was not nominal, and was not consented to by Van Der Heuvel.

22. R&D Promos, on a regular and ongoing basis, encourages others to pay it to perform malicious, harmful actions on individuals like Van Der Heuvel, for as stated in its promotional materials, R&D Promos "knows how to cross the line" and is in the business of causing harm to others for profit.

23. Van Der Heuvel has suffered damages as a result of the battery committed by R&D

Promos and is entitled to an award of \$100,000 to compensate her for injuries to her person and property. In addition, she is entitled to punitive damages in the amount of \$500,000.

COUNT II -- ASSAULT

24. Each of the above allegation are repeated and incorporated herein.

25. R&D Promos, intentionally, willfully, and purposefully designed, prepared and sent Van Der Heuvel a package containing a Glitter Bomb for the express purpose of causing an imminent apprehension of harmful conduct.

26. R&D Promos, intentionally, willfully, and purposefully did cause an imminent apprehension of harmful conduct and, in fact, Van Der Heuvel, was then subjected to bodily contact that was offensive, injurious, and harmful as a result of R&D Promos actions.

27. R&D Promos prepared the package containing the Glitter Bomb in such a way as to fraudulently lull Van Der Heuvel into thinking that she had received a package from Amazon, so that the subsequent explosion and fear and apprehension of being assaulted by the millions of metallic particles would be all the more harmful and damaging.

28. The bodily contact that R&D Promos made on Van Der Heuvel was offensive in nature, was not nominal, and was not consented to by Van Der Heuvel.

29. R&D Promos, on a regular and ongoing basis, encourages others to pay it to perform malicious, harmful actions on individuals like Van Der Heuvel, for as stated in its promotional materials, R&D Promos “knows how to cross the line” and is in the business of causing harm to others for profit. It purposely and maliciously designs its products, including the Glitter Bomb, with the intention that they cause a maximum amount of imminent apprehension of harmful bodily contact. Moreover, R&D Promos seems to take pleasure in the fact that they are causing the harm and damage of the type they visited on Van Der Heuvel.

30. By locating and sending the Glitter Bomb to Van Der Heuvel's home address, and advertising that it knows how to "cross the line," (accompanied by the depiction of an exploding vehicle outside of someone's home) R&D Promos has left Van Der Heuvel in imminent apprehension of additional harmful conduct.

31. Van Der Heuvel has suffered damages as a result of the assault committed by R&D Promos and is entitled to an award of \$100,000 to compensate her for her injuries. In addition, she is entitled to punitive damages in the amount of \$500,000.

COUNT III – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

32. Each of the above allegation are repeated and incorporated herein.

33. R&D Promos, intentionally, willfully, and purposefully designed, prepared and sent Van Der Heuvel a package containing a Glitter Bomb for the express purpose of causing her extreme emotional distress.

34. R&D Promos conduct was extreme and outrageous, beyond all bounds of decency tolerated by society, and done without any justification. Such conduct was made with the intention of causing and/or the substantial disregard for the probability of causing severe emotional distress

35. Van Der Heuvel suffered severe emotional distress as a direct cause of the willful and malicious actions taken by R&D Promos. There is a direct connection of the emotional distress suffered and the conduct of R&D Promos, as described herein.

36. In addition to intentionally causing emotional distress to Van Der Heuvel, R&D Promos knew but disregarded a substantial probability that the Glitter Bomb it sent to Van Der Heuvel would cause her severe emotional distress.

37. As stated in its marketing materials, R&D Promos is in the business of causing both physical and emotional harm and distress, and it should be no surprise to R&D Promos that it in

fact caused the precise harm that it seeks to inflict – maliciously and joyously -- on third parties for a price.

38. Van Der Heuvel has suffered damages in the form of severe emotional distress caused by R&D Promos actions is entitled to an award of \$50,000 to compensate her for her injuries, as well as the recovery of her attorney’s fees and costs incurred herein. In addition, she is entitled to punitive damages in the amount of \$500,000.

CONCLUSION AND PRAYER FOR RELIEF

Wherefore, plaintiff requests and prays for an award and judgment in her favor and against R&D Promos in the amounts set forth under counts I, II, and III, for an award and judgment for attorney’s fees and costs and disbursements incurred herein, for an award and judgment for punitive damages in the amounts set forth herein, and for any other relief the court deems just and appropriate.

Respectfully submitted,

JACKSON LEWIS P.C.
44 South Broadway, 14th Floor
White Plains, NY 10601
(914) 872-8060

By: 

Michael L. Abitabilo
Kevin D. Holden*

ATTORNEYS FOR PLAINTIFF

** Pro hac vice application forthcoming*

Date: June 27, 2018
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VERIFICATION

Michael L. Abitabilo, Esq., an attorney duly admitted to practice law in the State of New York, hereby affirms the truth of the following under penalty of perjury:

1. I am a principal with the law firm of Jackson Lewis P.C., attorneys for the Plaintiff in this matter.

2. This verification is made by me because the Plaintiff does not within the County of Westchester, which is the county where my office is located. My office is located at 44. South Broadway, White Plains, New York, which is within the County of Westchester.

3. I have read the foregoing Verified Complaint and know its contents. The Verified Complaint is true to my knowledge, except as to matters alleged on information and belief, and as to those matters, I believe it to be true.

4. The sources of my information and grounds of my belief as to all matters in the foregoing Verified Complaint not stated to be made upon my knowledge are based on the following sources: my general investigation of the facts, including, but not limited to Firm's

discussions with the Plaintiff, as well as my review of relevant web pages and other electronically stored information.



Michael L. Abitabilo

Dated: June 27, 2018
White Plains, New York

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