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Attorneys for Plaintiff Chubb Insurance
Company of New Jersey as subrogee of Dr.
Lawrence Guarino and Mrs. Carol Guarino

CHUBB INSURANCE COMPANY OF
NEW JERSEY as subrogee of DR.
LAWRENCE GUARINO and MRS.
CAROL GUARINO,

Plaintiffs,

v.

ARTIST J. DUBOSE a/k/a A. BOOGIE WIT
DA HOODIE, QUINCY ACHEAMPONG,
HIGHBRIDGE THE LABEL, LLC, JOHN
DOE(s) 1-5 and ABC CORP(s) 1-5

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO.: BER-L

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff Chubb Insurance Company of New Jersey doing business in the County of Bergen, State of New Jersey, as subrogee of Dr. Lawrence Guarino and Mrs. Carolyn Guarino, (“The Guarino’s”) by way of Complaint says:

FIRST COUNT

1. On or about 12/13/2018, and at all times relevant thereto, plaintiff Chubb Insurance Company of New Jersey was a corporation licensed by the State of New Jersey to issue insurance policies throughout the state. Plaintiff Chubb Insurance Company of New Jersey

transacts business in every county of the State of New Jersey and therefore sets venue pursuant to R. 4:3-2(b).

2. At a time prior to 12/13/2018 and at all time relevant thereto, subrogor plaintiff's Dr. Lawrence Guarino and Mrs. Carolyn Guarino were the owners of real property located at 6 Finn Court, Mahwah, New Jersey 07430.

3. At a time prior to 12/13/2018 and at all time relevant thereto, defendant ARTIST J. DUBOSE a/k/a A. BOOGIE WIT DA HOODIE (hereinafter referred to as "DUBOSE") was a resident of the State of New Jersey.

4. At a time prior to 12/13/2018 and at all time relevant thereto, defendant QUINCY ACHEAMPONG (hereinafter referred to as "QUINCY") was a resident of the State of New Jersey.

5. At a time prior to 12/13/2018 and at all times relevant thereto, defendant HIGHBRIDGE THE LABEL, LLC (hereinafter referred to as "THE LABEL") was a company organized and existing under and by virtue of the laws of the State of New York that is authorized to do business in the State of New Jersey and whose principal place of business is located at 29206 Town Green Drive, Elmsford, New York 10523.

6. At a time prior to 12/13/2018 and at all times relevant thereto, defendant QUINCY ACHEAMPONG was the Organizer of defendant HIGHBRIDGE THE LABEL, LLC a company organized and existing under and by virtue of the laws of the State of New York that

is authorized to do business in the State of New Jersey and whose principal place of business is located at 29206 Town Green Drive, Elmsford, New York 10523.

7. Upon information and belief, defendant HIGHBRIDGE THE LABEL, LLC, is alter ego of defendant QUINCY ACHEAMPONG, and therefore are jointly and severally liable for any judgement entered against QUINCY.

8. On or about 12/13/2018 and at all time relevant thereto, defendants JOHN DOES 1-5 and ABC CORPS. 1-5 were individuals and/or entities organized and existing under and by virtue of the laws of the State of New Jersey.

9. On or about 12/13/2018, Dr. Lawrence Guarino and Mrs. Carolyn Guarino were insured by plaintiff Chubb Insurance Company of New Jersey, under policy of insurance covering the residence at 6 Finn Court, Mahwah, New Jersey 0430, which policy provided coverage for the significant damage caused thereto by the negligence of the defendants.

10. Pursuant to the aforementioned policy of insurance, Chubb Insurance Company of New Jersey paid a claim to Dr. Lawrence Guarino and Mrs. Carolyn Guarino, which amount represents the fair and reasonable value of the damaged property which was covered by insurance.

11. By agreement between Chubb Insurance Company of New Jersey and Dr. Lawrence Guarino and Mrs. Carolyn Guarino, and by operation of law, the rights to pursue recovery of the above-described damages covered by insurance from any party responsible for

causing them were transferred from Dr. Lawrence Guarino and Mrs. Carolyn Guarino to Chubb Insurance Company of New Jersey.

WHEREFORE, plaintiff demands judgment against defendants ARTIST J. DUBOSE a/k/a A. BOOGIE WIT DA HOODIE, QUINCY ACHEAMPONG, HIGHBRIDGE THE LABEL, LLC, JOHN DOE(s) 1-5 and ABC CORP(s) 1-5 for damages in the amount of \$263,592.24 plus prejudgment interest, costs of suit, reasonable attorney's fees and such other relief the Court may deem appropriate.

SECOND COUNT

1. The plaintiff repeats and re-alleges each and every paragraph of the First Count and sets them forth herein as if stated at length.

2. On or about 09/01/2017 the subrogor plaintiff's, defendant ARTIST J. DUBOSE a/k/a A. BOOGIE WIT DA HOODIE and defendant QUINCY ACHEAMPONG entered into a 12 month lease agreement for The Guarino's luxury real property located at 6 Finn Court, Mahway, New Jersey, therein it was agreed upon by the parties to convert the lease to a month-to-month lease option; and at all times relevant thereto,

3. The aforementioned lease agreement stated the defendants DUBOSE AND ACHEAMPONG agreed to pay a \$15,000.00 security deposit, and \$10,000.00 per month for use and enjoyment of the subrogee plaintiff's home.

4. At a time prior to 12/13/2018 and at all time relevant thereto, and without proper notice given to The Guarino's defendants DUBOSE and ACHEAMPONG abandoned the leased property.

5. At a time prior to 12/13/2018 and at all time relevant thereto, the abandoned the leased property sustained significant damage to all areas of the home.

6. As a direct and proximate result of the negligent, reckless and/or careless of the defendants water infiltrated the Property resulting in extensive damage to the high end interior finishes.

WHEREFORE, plaintiff demands judgment against defendants ARTIST J. DUBOSE a/k/a A. BOOGIE WIT DA HOODIE, QUINCY ACHEAMPONG, HIGHBRIDGE THE LABEL, LLC, JOHN DOE(s) 1-5 and ABC CORP(s) 1-5 for damages in the amount of \$263,592.24 plus prejudgment interest, costs of suit, reasonable attorney's fees and such other relief the Court may deem appropriate.

THIRD COUNT

1. The plaintiff repeats and re-alleges each and every paragraph of the First Count and sets them forth herein as if stated at length.

2. On or about 12/13/2018, having entered the Property and finding it abandoned by defendants DUBOSE and ACHEAMPONG, Dr. Guarino contact the Mahway Police Department to make a report of the damage, and possible vandalism to the abandoned home, which was found to have had doors into the home left in an unlocked and open position.

3. As a direct and proximate result of the negligent, reckless and/or careless actions of the defendants the Property sustained extensive damage to the high end interior finishes and exterior property.

WHEREFORE, plaintiff demands judgment against defendants ARTIST J. DUBOSE a/k/a A. BOOGIE WIT DA HOODIE, QUINCY ACHEAMPONG, HIGHBRIDGE THE LABEL, LLC, JOHN DOE(s) 1-5 and ABC CORP(s) 1-5 for damages in the amount of \$263,592.24 plus prejudgment interest, costs of suit, reasonable attorney's fees and such other relief the Court may deem appropriate.

FOURTH COUNT

1. The plaintiff repeats and re-alleges each and every paragraph of the First Count and sets them forth herein as if stated at length.

2. On or about 12/13/2018, Dr. Guarino entered the Property having made multiple attempts to reach defendants DUBOSE and ACHEAMPONG regarding arrears on the property, at which time Dr. Guarino found the abandoned Property to have sustained significant damage throughout, including but not limited to:

- a) Damage to the landscape;
- b) Entry doors to be left open with evidence of extensive water damage;
- c) Bathroom toilets clogged and overrun by sewerage material which penetrated through the floors and damaging ceilings below;
- d) Walls and trim damaged;
- e) Carpets cut out and mismatched pieces replaced damages, stains and tears throughout; and
- f) Two vehicles had been abandoned on the property.

3. As a direct and proximate result of the negligent, reckless and/or carelessness of the defendants the Property sustain extensive damage to the high end interior finishes and was left in a condition that left in unable to be leased until extensive repairs were conducted.

WHEREFORE, plaintiff demands judgment against defendants ARTIST J. DUBOSE a/k/a A. BOOGIE WIT DA HOODIE, QUINCY ACHEAMPONG, HIGHBRIDGE THE LABEL, LLC, JOHN DOE(s) 1-5 and ABC CORP(s) 1-5 for damages in the amount of \$263,592.24 plus prejudgment interest, costs of suit, reasonable attorney's fees and such other relief the Court may deem appropriate.

FIFTH COUNT

1. The plaintiff repeats and re-alleges each and every paragraph of the First Count and sets them forth herein as if stated at length.

2. As a direct and proximate result of the defendants' abandonment of the lease without proper notice, and due to the negligent, reckless and/or carelessness of the defendants the Guarino's luxury Property was unable to be leased until extensive repairs were conducted, resulting in financial injury to the Guarino's.

WHEREFORE, plaintiff demands judgment against defendants ARTIST J. DUBOSE a/k/a A. BOOGIE WIT DA HOODIE, QUINCY ACHEAMPONG, HIGHBRIDGE THE LABEL, LLC, JOHN DOE(s) 1-5 and ABC CORP(s) 1-5 for damages in the amount of \$263,592.24 plus prejudgment interest, costs of suit, reasonable attorney's fees and such other relief the Court may deem appropriate.

JURY DEMAND

Plaintiff demands a trial by jury of six (6) persons on all issues involved herein.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, the plaintiff designate John E. Lamastra, Esq. as trial counsel.

CERTIFICATION PURSUANT TO R. 4:5-1(b)

Plaintiff certifies that the matter in controversy is not currently the subject of any other action currently pending in the Superior Court of New Jersey or any other Court. There are currently no pending arbitration proceeding and none are contemplated at this time. Plaintiff further certifies that all parties known to plaintiff at this time who should be joined in this action are made a part hereof.

KIRMSER, LAMASTRA, CUNNINGHAM
& SKINNER
Attorneys for Plaintiff
Chubb Insurance Company of New Jersey as
subrogee of Dr. Lawrence Guarino and Mrs.
Carol Guarino



By: _____

John E. Lamastra

Dated: January 13, 2021