

UNITED STATES BANKRUPTCY COURT Northern District of Texas	PROOF OF CLAIM
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Name of Debtor: ERICKSON RETIREMENT COMMUNITIES, LLC	Case Number: 09-37010
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NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): FRANK L. GRIPPI C/O STEVEN S. GENKIN, ESQ.	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: COURT HOUSE TOWERS 39 HUSON STREET, 4TH FLOOR HACKENSACK, NJ 07601	Court Claim Number: _____ (If known)
Telephone number: (201) 343-8108	Filed on: _____


RECEIVED
FEB 02 2010
BMC GROUP

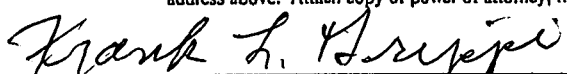
Name and address where payment should be sent (if different from above): SAME AS ABOVE.	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:	<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ <u>1,375,000.00</u>	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	Specify the priority of the claim.
If all or part of your claim is entitled to priority, complete item 5.	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

2. Basis for Claim: <u>PERSONAL INJURY</u> (See instruction #2 on reverse side.)	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
3. Last four digits of any number by which creditor identifies debtor: <u>6508</u>	<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other	Amount entitled to priority: \$ _____
Describe: Value of Property: \$ _____ Annual Interest Rate _____ %	*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____	
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	FOR COURT USE ONLY
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)	Erickson Ret. Comm. LLC
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	
If the documents are not available, please explain:	00748

Date: <u>2/1/2010</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	_____
	_____	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

STEVEN S. GENKIN
ATTORNEY AT LAW
COURT HOUSE TOWERS
39 HUDSON STREET, 4TH FLOOR
HACKENSACK, N.J. 07601

(201) 343-8108
FAX (201) 487-8357

September 4, 2009

VIA FEDERAL EXPRESS

Clerk, Civil Law Division
Superior Court of New Jersey
Morris County Courthouse
Washington & Court Streets
Morristown, NJ 07963

RECEIVED
SUPERIOR COURT
2009 SEP -8 PM 1:01
CIVIL DIVISION

GRIPPI vs. CEDAR CREST VILLAGE, INC. et. al.
D.O.A.: 11/18/2007
DOCKET NO.: MRS-L-1865-08

Dear Sir/Madam:

This office represents the Plaintiff, Mr. Frank L. Grippi, in connection with the above referenced matter. Enclosed please find an original and two (2) copies of the following documents:

- Order, filed on August 28, 2009, by The Honorable Robert J. Brennan, J.S.C.;
- Mailing Certification;
- Amended Complaint; and
- Amended Civil Case Information Statement.

Please file and return a copy, marked "Filed," in the pre-addressed stamped envelope provided. If you have any questions, please contact this office.

Respectfully submitted,

Steven S. Genkin

STEVEN S. GENKIN

SSG: dmc
/Encl.

PC: William D. Tully, Jr., Esq., GRAHAM CURTIN – *via electronic & regular mail (w/encl.)*
Geri Jaffee, Esq., MARKS, O'NEILL, O'BRIEN & COURTNEY, P.C. – *via electronic & regular mail (w/encl.)*
Mr. Frank L. Grippi (*w/encl.*)

STEVEN S. GENKIN
ATTORNEY AT LAW
39 Hudson Street, 4th Floor
Hackensack, New Jersey 07601
Tel: (201) 343-8108
Fax: (201) 487-8357
ATTORNEY FOR PLAINTIFF,
FRANCESCO LEONARDO GRIPPI

ENTERED ON ACMS FILED

AUG 28 2009

COPY
ROBERT J. BRENNAN, J.S.C.
JUDGE'S CHAMBERS
MORRIS COUNTY COURTHOUSE

FRANCESCO LEONARDO GRIPPI
A/K/A FRANK L. GRIPPI,

Plaintiff

v.

CEDAR CREST VILLAGE, INC.
AND ERICKSON RETIREMENT
COMMUNITIES, LLC,

Defendants.

CEDAR CREST VILLAGE, INC.
AND ERICKSON RETIREMENT
COMMUNITIES, LLC,

Third-Party Plaintiffs,

v.

THE BRICKMAN GROUP, LTD., LLC
AND JOHN DOES 1-10,

Third-Party Defendants.

FRANCESCO LEONARDO GRIPPI
A/K/A FRANK L. GRIPPI,

Plaintiff

v.

THE BRICKMAN GROUP, LTD., LLC
AND JOHN DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

DOCKET NO.: MRS-L-1865-08

Civil Action

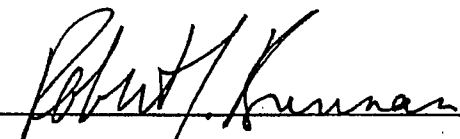
ORDER

THIS MATTER, having been opened to the Court by STEVEN S. GENKIN, ESQ., attorney for Plaintiff, FRANCESCO LEONARDO GRIPPI a/k/a FRANK L. GRIPPI, in the Law Division, Morris County, Docket No. L-MRS-L-1865-08, for an Order to file an Amended Complaint in the form annexed to the moving papers and the Court having considered the papers filed herein by all respective parties, ~~arguments of counsel~~, and for good cause shown,

IT IS on this 28th day of August, 2009,

ORDERED that Plaintiff, FRANCESCO LEONARDO GRIPPI a/k/a FRANK L. GRIPPI, may file ^{some} an Amended Complaint in the form annexed to the moving papers specifically naming, THE BRICKMAN GROUP, LTD., LLC and JOHN DOES 1-10, as direct Defendants, within 20 days of the date of this Order;

IT IS FURTHER ORDERED that a copy of this Order shall be served on all counsel within 7 days of receipt of the within Order.


_____, J.S.C

THIS MOTION WAS:

- Opposed
 Unopposed

STEVEN S. GENKIN
ATTORNEY AT LAW
39 Hudson Street, 4th Floor
Hackensack, New Jersey 07601
Tel: (201) 343-8108
Fax: (201) 487-8357
ATTORNEY FOR PLAINTIFF,
FRANCESCO LEONARDO GRIPPI

RECEIVED & FILED
SUPERIOR COURT

2009 SEP -8 PM 1:02

CIVIL DIVISION

FRANCESCO LEONARDO GRIPPI
A/K/A FRANK L. GRIPPI,

Plaintiff

v.

CEDAR CREST VILLAGE, INC.
AND ERICKSON RETIREMENT
COMMUNITIES, LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

DOCKET NO.: MRS-L-1865-08

Civil Action

MAILING CERTIFICATION

CEDAR CREST VILLAGE, INC.
AND ERICKSON RETIREMENT
COMMUNITIES, LLC,

Third-Party Plaintiffs,

v.

THE BRICKMAN GROUP, LTD., LLC
AND JOHN DOES 1-10,

Third-Party Defendants.

I hereby certify that an original and two (2) copies of the within Order, filed on August 28, 2009, by The Honorable Robert J. Brennan, J.S.C.; Amend Complaint; and Amended Civil Case Information Statement have been forwarded today via Federal Express to the Clerk of the Morris County Superior Court, Civil Law Division, Morris County Courthouse, 10 Court Street, Morristown, NJ 07963.

I further certify that copies of the above documents have been forwarded via electronic mail and via regular mail to:

William D. Tully, Jr.

Geri Jaffee, Esq.

Graham Curtin

Marks, O'Neill, O'Brien & Courtney, P.C.

4 Headquarters Plaza


Cooper River West, Suite 300

P.O. Box 1991

6981 North Parks Drive

Morristown, NJ 07962

Pennsauken, NJ 08109


DANIELLA CORDERO
Assistant to Steven S. Genkin, Esq.

Dated: September 4, 2009

STEVEN S. GENKIN
ATTORNEY AT LAW
39 Hudson Street, 4th Floor
Hackensack, New Jersey 07601
Tel: (201) 343-8108
Fax: (201) 487-8357
ATTORNEY FOR PLAINTIFF,
FRANCESCO LEONARDO GRIPPI

FRANCESCO LEONARDO GRIPPI
A/K/A FRANK L. GRIPPI,

Plaintiff

v.

CEDAR CREST VILLAGE, INC.
AND ERICKSON RETIREMENT
COMMUNITIES, LLC,

Defendants.

CEDAR CREST VILLAGE, INC.
AND ERICKSON RETIREMENT
COMMUNITIES, LLC,

Third-Party Plaintiffs,

v.

THE BRICKMAN GROUP, LTD., LLC
AND JOHN DOES 1-10,

Third-Party Defendants.

FRANCESCO LEONARDO GRIPPI
A/K/A FRANK L. GRIPPI,

Plaintiff

v.

THE BRICKMAN GROUP, LTD., LLC
AND JOHN DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

DOCKET NO.: MRS-L-1865-08

Civil Action

AMENDED COMPLAINT

RECEIVED
SUPERIOR COURT
2009 SEP -8 PM 1:01
CIVIL DIVISION

Plaintiff, **FRANCESCO LEONARDO GRIPPI**, residing at 519 Hillside Crossing, Pompton Plains, NJ, 07444, County of Morris, State of New Jersey, by way of Complaint, says:

I. THE PARTIES

1. Plaintiff, **FRANCESCO LEONARDO GRIPPI** (hereinafter "Plaintiff" or "Mr. Grippi"), is a ninety-three (93) year old resident of the Cedar Crest Retirement Community who resides alone.

2. Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC** (hereinafter "Defendant," "Defendants," "Erickson", or "Cedar Crest"), which includes all its representatives, agents, servants, and employees or such other persons acting with the authority of Cedar Crest, is a retirement community located at 1 Cedar Crest Drive, Pompton Plains, NJ 07444.

3. Defendants, **THE BRICKMAN GROUP, LTD., LLC AND JOHN DOES 1-10** (hereinafter "Defendant," "Defendants," "Brickman", or "John Does 1-10"), which includes all its representatives, agents, servants, and employees or such other persons acting with the authority of The Brickman Group, is a landscaping company with regional offices located at 375 S. Flowers Mill Road, Langhorne, PA 19047.

II. FACTUAL BACKGROUND

4. On or about November 18, 2007, Mr. Grippi went to the parking lot near his building at Cedar Crest and walked to his car. At all times, he walked on areas that were intended for pedestrian traffic.

5. While walking near his car, the Plaintiff slipped on wet leaves that had collected in the space between his car and the vehicle next to it.

6. Plaintiff fell to the ground injuring his pelvis and his hip.

7. Mr. Grippi was not able to stand up and seek medical aid or assistance of any kind for himself. Mr. Grippi realized he was out of sight of ordinary pedestrian traffic, and his position on the ground prevented his voice from carrying very far.

8. Plaintiff laid on the ground screaming and waving a white handkerchief for a significant period of time before anyone came to his aid.

9. A passerby, Sandi Stern, was visiting the facility. While she was searching for a parking space, she observed the Plaintiff lying on the ground calling for help.

10. Sandi Stern summoned Cedar Crest security.

11. An ambulance took the Plaintiff to Chilton Memorial Hospital located at 97 West Parkway, Pompton Plains, NJ 07444.

12. Plaintiff's family was not notified of the occurrence by Cedar Crest. They only learned that he was taken to the hospital when they were contacted by Mr. Grippi's fellow Cedar Crest resident.

13. X-rays revealed that the Plaintiff had fractured his left acetabular. A CAT scan of the pelvic area also showed an anterior and posterior comminuted fracture of the left acetabulum with displacement.

14. Mr. Grippi was a patient in Chilton Memorial Hospital from November 18, 2007 through November 26, 2007.

15. He was then transferred from Chilton Memorial Hospital to the Hospital for Special Surgery located at 535 East 70th Street, New York, NY 10021 on November 26, 2007.

16. At the Hospital for Special Surgery, Mr. Grippi had an "open reduction and internal fixation of the left acetabular fracture." Plaintiff remained there until he was

discharged to Burke Rehabilitation located at 785 Mamaroneck Avenue, White Plains, New York 10605, on or about December 7, 2007.

17. Mr. Grippi was a patient at the Burke Rehabilitation Center from December 7, 2007 through December 19, 2007.

18. On or about December 19, 2007, Mr. Grippi was discharged to Renaissance Gardens at Cedar Crest for rehabilitation and remained a patient there until his discharge on or about January 26, 2008.

19. Prior to his accident, Mr. Grippi lived an independent, fit, and healthy lifestyle. Following the accident, the Plaintiff has required constant medical care. Mr. Grippi has undergone a dramatic change in his daily life which is fraught with constant pain and suffering. The manner in which he pursues his customary daily activities has been inalterably changed.

20. At the time of the Plaintiff's injury at **CEDAR CREST VILLAGE, INC.** had a landscaping contract (hereinafter "the Contract") with Third-Party Defendant, **THE BRICKMAN GROUP, LTD., LLC.**

21. As per the Contract entered into with **CEDAR CREST VILLAGE, INC.** that was in place at the time of Plaintiff's slip and fall, **THE BRICKMAN GROUP, LTD., LLC** was to provide Cedar Crest Village with landscaping and property maintenance.

III. FIRST COUNT

22. Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC**, had a duty to maintain their premises in a safe and habitable manner free from hazard that could cause injury, especially for the residents at Cedar Crest who are seniors with limitations in their senses and physical abilities.

23. Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC**, breached their duty to maintain its premises in a safe and habitable manner.

24. Cedar Crest maintained their premises in a negligent, careless, and reckless manner by failing to remove an obvious danger causing Mr. Grippi to slip and fall.

25. As a direct and proximate result of the failure of Cedar Crest to adhere to the aforesaid appropriate standard of care, Plaintiff slipped and fell.

26. Cedar Crest also acted negligently by failing to provide adequate surveillance of the premises to ensure the continuing safety of its residents.

27. Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC**, negligently and carelessly monitored the premises so that the Plaintiff, fallen and hurt, was not located and attended to.

28. As a direct and proximate result of the aforesaid negligence of the Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC** and **THE BRICKMAN GROUP, LTD., LLC**, the Plaintiff sustained diverse injuries causing permanent disability; permanent loss of bodily function; including damage to his hips and lower torso. The Plaintiff has incurred and in the future will incur expenses for treatment of said injuries; has been disabled and in the future will be unable to perform his usual functions; has been caused and in the future will be caused great pain and suffering to his great loss and damage.

WHEREFORE, Plaintiff, **FRANCESCO LEONARDO GRIPPI**, demands judgment against the Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC** and **THE BRICKMAN GROUP, LTD., LLC**, jointly and severally, together with interest, costs of suit, and such other and further relief that the Court may deem just and equitable.

IV. SECOND COUNT

29. Plaintiff repeats and realleges each and every allegation contained in the First Count of the Amended Complaint as if the same were set forth at length herein.

30. Defendants, **THE BRICKMAN GROUP, LTD., LLC**, had a duty to maintain the premises in a safe and habitable manner free from hazard that could cause injury, especially for the residents at Cedar Crest who are seniors with limitations in their senses and physical abilities.

31. Defendants, **THE BRICKMAN GROUP, LTD., LLC**, breached their duty to maintain the premises of Cedar Crest in a safe and habitable manner.

32. **THE BRICKMAN GROUP, LTD., LLC** maintained the premises of Cedar Crest in a negligent, careless, and reckless manner by failing to remove an obvious danger causing Mr. Grippi to slip and fall.

33. As a direct and proximate result of the aforesaid negligence of the Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC** and **THE BRICKMAN GROUP, LTD., LLC**, the Plaintiff sustained diverse injuries causing permanent disability; permanent loss of bodily function; including damage to his hips and lower torso. The Plaintiff has incurred and in the future will incur expenses for treatment of said injuries; has been disabled and in the future will be unable to perform his usual functions; has been caused and in the future will be caused great pain and suffering to his great loss and damage.

WHEREFORE, Plaintiff, **FRANCESCO LEONARDO GRIPPI**, demands judgment against the Defendants, **CEDAR CREST, INC. AND ERICKSON RETIREMENT COMMUNITIES, LLC** and **THE BRICKMAN GROUP, LTD., LLC**, jointly and severally, together with interest, costs of suit, and such other and further relief that the Court may deem just and equitable.

VI. JURY DEMAND

The Plaintiff, **FRANCESCO LEONARDO GRIPPI**, demands trial by jury on all issues so triable.

LAW OFFICES OF STEVEN S. GENKIN

BY: _____


**STEVEN S. GENKIN,
ATTORNEY FOR PLAINTIFF,
FRANCESCO LEONARDO GRIPPI**

DATED: September 4, 2009

VII. DEMAND FOR INTERROGATORY ANSWERS

The Plaintiff demands certified answers to the Interrogatories contained in the Court Rules, Appendix II, Form C and C (1) of Uniform Interrogatories.

VIII. DESIGNATION OF TRIAL COUNSEL

PURSUANT TO R. 4:5-1(C)

STEVEN S. GENKIN, ESQ. is designated as trial counsel in this matter.

LAW OFFICES OF STEVEN S. GENKIN

BY: _____


**STEVEN S. GENKIN,
ATTORNEY FOR PLAINTIFF,
FRANCESCO LEONARDO GRIPPI**

DATED: September 4, 2009

IX. CERTIFICATION PURSUANT TO R. 4:5-1 (B) (2)

Pursuant to Rule 4:5-1, the undersigned certifies that to the best of his knowledge, the within matters in controversy are not the subject of any other action pending in any other Court or of a pending arbitration proceeding nor is any action or arbitration contemplated nor are other parties required to be joined in this action.



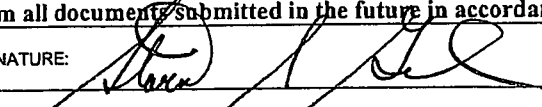
LAW OFFICES OF STEVEN S. GENKIN

BY: _____


**STEVEN S. GENKIN,
ATTORNEY FOR PLAINTIFF,
FRANCESCO LEONARDO GRIPPI**

DATED: September 4, 2009

Appendix XII-B1

 <p>CIVIL CASE INFORMATION STATEMENT (CIS)</p> <p>Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if 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 Steven S. Genkin, Esq.		TELEPHONE NUMBER (201) 343-8108	COUNTY OF VENUE Morris
FIRM NAME (If applicable) Law Office of Steven S. Genkin		DOCKET NUMBER (When available) MRS-L-1865-08	
OFFICE ADDRESS Court House Towers 39 Hudson Street, 4th Floor, Suite 406 Hackensack, NJ 07601		DOCUMENT TYPE Complaint	
		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) Francesco Leonardo Grippi, a/k/a Frank L. Grippi, Plaintiff		CAPTION Grippi v. Cedar Crest Village, Inc. et. al.	
CASE TYPE NUMBER (See reverse side for listing) 605	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:53A-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 N/A		
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 CNA [Erickson] & ACE USA [Brickman] <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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input checked="" type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS Retirement Comm. Resident		
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: Plaintiff was born on March 13, 1916 and is ninety-three (93) years of age.			
	DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION: Elevator Access
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 Rule 1:38-7(b).			
ATTORNEY SIGNATURE: 			



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE – PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 699 TORT – OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES
- 620 FALSE CLAIMS ACT

Track IV — Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- 280 Zelnorm
- 285 Stryker Trident Hip Implants

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 248 CIBA GEIGY | 279 GADOLINIUM |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 271 ACCUTANE | 282 FOSAMAX |
| 272 BEXTRA/CELEBREX | 283 DIGITEK |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 284 NUVARING |
| 275 ORTHO EVRA | 286 LEVAQUIN |
| 277 MAHWAH TOXIC DUMP SITE | 601 ASBESTOS |
| 278 ZOMETA/AREIDIA | 619 VIOXX |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."
Please check off each applicable category:

Verbal Threshold

Putative Class Action

Title 59

STEVEN S. GENKIN
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COURT HOUSE TOWERS
39 HUDSON STREET, 4TH FLOOR
HACKENSACK, N.J. 07601

(201) 343-8108
FAX (201) 487-8357

February 1, 2010

VIA FEDERAL EXPRESS

BMC Group Inc.
ATTN: Erickson Retirement Communities, LLC
Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

***GRIPPI vs. CEDAR CREST VILLAGE, INC.
AND ERICKSON RETIREMENT COMMUNITIES, LLC, vs.
THE BRICKMAN GROUP, LTD., LLC AND JOHN DOES 1-10,
D.O.A.: 11/18/2007
DOCKET NO.: MRS-L-1865-08***

Dear Sir/Madam:

Enclosed please find an original and two (2) copies of a Proof of Claim filed against the Debtor, Erickson Retirement Communities, LLC, by the Creditor, Frank L. Grippi, in connection with the above referenced matter.

Please return a copy marked "filed" in the pre-addressed stamped envelope provided for your convenience.

If you have any questions, please contact this office.

Very truly yours,

Steven S. Genkin
STEVEN S. GENKIN

SSG: dmc
/Encl.
PC: Mr. Frank L. Grippi (w/encl.)