

Gregg D. Trautmann, Esq.
TRAUTMANN AND ASSOCIATES, LLC
262 East Main Street
Rockaway, New Jersey 07866
(973) 627-8000
Attorney for Plaintiffs

ROBERT A. PROCHAZKA by and through
his Co-Attorneys-In-Fact CAROL A.
SPENCER and R. ALAN PROCHAZKA and
HENRY A. GLOWACKI by and through his
Attorney-In-Fact VINCENT RAGUSEO,

Plaintiffs,

vs.

SUNRISE SENIOR LIVING, INC. (a Virginia
Corporation); SUNRISE ASSISTED LIVING
MANAGEMENT, INC. (A Virginia
Corporation); SUNRISE MORRIS PLAINS
ASSISTED LIVING, LLC (A New Jersey
Limited Liability Company); JOHN DOES 1 -
10, (Being the persons and/or entities
responsible for the injuries suffered by
plaintiffs)

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MORRIS COUNTY

Docket No.: MRS-L-

CIVIL ACTION

**COMPLAINT, JURY DEMAND,
DESIGNATION OF TRIAL COUNSEL,
DEMAND FOR INTERROGATORIES**

Plaintiffs, ROBERT A. PROCHAZKA, by and through his Co-Attorneys-In-Fact
CAROL A. SPENCER and R. ALAN PROCHAZKA, and HENRY A. GLOWACKI, by and
through his Attorney-In-Fact VINCENT RAGUSEO, by way of Complaint against the above
named defendants, says:

FACTS COMMON TO ALL COUNTS

1. Plaintiff, ROBERT A. PROCHAZKA is an individual residing at the Sunrise Assisted
Living facility located at 209 Littleton Road, in the Borough of Morris Plains, in the
County of Morris and State of New Jersey.

2. Plaintiff HENRY A. GLOWACKI is an individual residing at the Sunrise Assisted Living facility located at 209 Littleton Road, in the Borough of Morris Plains, in the County of Morris and State of New Jersey.
3. Defendant, SUNRISE SENIOR LIVING, INC. is a Virginia Corporation having its principal place of business located at Sunrise Senior Living, Inc. 7900 Westpark Drive, Suite T-900, McLean, Virginia 22102.
4. Defendant, SUNRISE ASSISTED LIVING MANAGEMENT, INC. is a Virginia Corporation having its principal place of business located at Sunrise Senior Living, Inc. 7900 Westpark Drive, Suite T-900, McLean, Virginia 22102.
5. Defendant SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC is, upon information and belief, a Limited Liability Company organized under the laws of the State of New Jersey having its principal place of business located at 209 Littleton Road, in the Borough of Morris Plains, in the County of Morris and State of New Jersey.
6. SUNRISE SENIOR LIVING, INC. is a for profit entity in the business of providing resident-centered senior care.
7. SUNRISE SENIOR LIVING, INC. through its subsidiaries and affiliated companies operates more than 300 Sunrise Senior Living communities around the world.
8. SUNRISE ASSISTED LIVING MANAGEMENT, INC. is a for profit entity in the business of providing resident-centered senior care.
9. SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC is a for profit entity in the business of providing resident-centered senior care.

10. SUNRISE SENIOR LIVING, INC., SUNRISE ASSISTED LIVING MANAGEMENT, INC., and SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC will be referred to hereinafter collectively as “SUNRISE” unless otherwise indicated.
11. At all times relevant hereto SUNRISE owned, operated, and/or controlled the facility known as Sunrise Assisted Living of Morris Plains, either directly or through agency of each other and other diverse subalterns, agents, subsidiaries, servants, or employees. The actions of the SUNRISE defendants and each of their subalterns, agents, subsidiaries, servants, or employees as set forth herein are imputed to each of the SUNRISE defendants, jointly and severally.
12. The SUNRISE defendants controlled the operation, planning, management, and quality control of the facility known as Sunrise Assisted Living of Morris Plains, in which plaintiffs were residents. This included, but was not limited to, control of the marketing, human resources management, training, staffing, creation and implementation of all policy and procedures used by the facility, federal and state Medicare and Medicaid reimbursement, quality care assessment and compliance, licensure and certification, legal services, and financial, tax and accounting control through fiscal policies. It was the SUNRISE defendants’ corporate philosophy to place their own financial well being over the needs of the residents such as plaintiffs. The operational decisions that were made by the SUNRISE defendants, as a result of that philosophy, are the proximate cause of the circumstances and events that led to the plaintiffs’ injuries.

13. The SUNRISE defendants were not adequately providing care for the residents of its facility including the plaintiffs herein. The SUNRISE defendants were aware or should have been aware of the complaints, concerns and problems at the facility. The SUNRISE defendants ignored these complaints, concerns and problems and focused on maximizing their profits to the detriment of plaintiffs and other residents of the facility. It was the SUNRISE defendants' corporate philosophy and decisions that led to the horrendous conditions at Sunrise Assisted Living of Morris Plains and the injuries suffered by the plaintiffs herein.
14. Plaintiff, ROBERT A. PROCHAZKA and plaintiff HENRY A. GLOWACKI shall hereinafter be referred to collectively as the "Plaintiffs" unless otherwise indicated.
15. Plaintiffs are each residents at Sunrise Assisted Living of Morris Plains.
16. Sunrise Assisted Living of Morris Plains is owned/managed/leased/operated/staffed and/or maintained by defendant SUNRISE SENIOR LIVING, INC.
17. Sunrise Assisted Living of Morris Plains is owned/managed/leased/operated/staffed and/or maintained by defendant SUNRISE ASSISTED LIVING MANAGEMENT, INC.
18. Sunrise Assisted Living of Morris Plains is owned/managed/leased/operated/staffed and/or maintained by defendant SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC.
19. Plaintiffs each have varying degrees of cognitive impairment.
20. Plaintiffs each pay to live at Sunrise Assisted Living of Morris Plains.

21. Certified Nursing Assistants are employed to bath, feed and clothe the plaintiffs.
22. The Certified Nursing Assistants are supposed to clean the residents, including the plaintiffs, on daily basis.
23. Plaintiffs each pay to live at Sunrise Assisted Living of Morris Plains.
24. In the year 2010 the plaintiffs were each subjected to beatings by the Sunrise staff at the facility located at 209 Littleton Road, in the Borough of Morris Plains, in the County of Morris and State of New Jersey.
25. On or about December 20, 2010, a medication care manager went into Henry's room and found him crying. When the employee asked Henry what the problem was that was causing him to cry he eventually responded that another employee had been hitting him.
26. The severe bruises upon the body of Henry A. Glowacki were discovered by staff at the hospital during the morning hours of Monday, December 20, 2010.
27. The severe bruises upon the body of Robert A. Prochazka were discovered by staff at the hospital during the evening hours of Monday, December 20, 2010.
28. In addition to the plaintiffs herein and upon information and belief two other residents at the Sunrise Assisted Living at Morris Plains facility were subjected to beatings by member(s) of the staff of SUNRISE.
29. The injuries to the other two gentlemen who were beaten by the SUNRISE staff were not discovered until Tuesday, December 21, 2010.

30. The beatings which the plaintiffs endured occurred over an extended period of time.
31. The plaintiffs were each beaten so badly that their torsos were covered with extensive bruises.
32. The bruising upon the plaintiffs' bodies range from deep, dark blackish purple to bruises that were yellowish in color all as of the evening hours of Tuesday, December 21, 2010.
33. Plaintiff Henry A. Glowacki had complained to one of the Certified Nursing Assistants assigned to him about pains on the area of his chest for at least two weeks prior to the bruises from the beatings being discovered.
34. Additionally, plaintiff Henry A. Glowacki was being washed by a substitute Care Manager on or about December 15, 2010. That Care Manager noticed bruising on Henry's buttocks and later upon his chest area. The Care Manager was unable to locate a nurse on duty and then logged her finding as to the buttocks bruising on Henry's chart.
35. The Care Manager attending to Henry on or about December 15, 2010 asked him to sit down but he refused because the injuries to his buttocks hurt too much.
36. The SUNRISE defendants' policy on Abuse and Neglect indicates that any unusual or recurring bruising may be a sign of abuse.
37. One of the Certified Nursing Assistants assigned to care for both Robert and Henry contended that he had not noticed the bruising because one of the techniques he employed to bath Henry was to place him into the shower fully clothed and bathe him.

38. Certified Nursing Assistant(s) at the Sunrise Assisted Living at Morris Plains facility would place resident(s) into the shower fully clothed and bathe them.
39. Another Certified Nursing Assistant who was assigned to care for the plaintiffs had not received any specialized training from SUNRISE. Immediately prior to working for SUNRISE he worked as a valet parking cars in Chicago.
40. The valet car parker is one of the individuals who was interviewed by the police as a suspect in the beatings.
41. If the plaintiffs' shirts were removed at any time after the beatings began by someone other than the perpetrator(s) it would have been impossible not to notice the bruising because it was so extensive.
42. An example of a portion of the bruising sustained Robert A. Prochazka is depicted on Exhibit "A" attached hereto.
43. An example of a portion of the bruising sustained Henry A. Glowacki is depicted on Exhibit "B" attached hereto.
44. Plaintiff Robert A. Prochazka also sustained fractures to his ribs and one of his fingers.
45. The beatings were done in such a manner and in such locations upon the plaintiffs' bodies clearly so as to minimize the risk that the welts and bruises would be discovered by family members.

46. Specifically the plaintiffs were beaten in the area of their torsos, including their chests, stomachs, right and left flanks, backs, shoulders and upper arms which were covered by the t-shirts and shirts which they wore on a daily basis.
47. The plaintiffs' families visited with Robert and Henry respectively virtually every single day but did not notice the bruising as it was confined to areas hidden by their clothing.
48. Despite discovering the first injuries to residents at approximately 9:00 AM on Monday, December 20, 2010, SUNRISE did not immediately check the other residents of the facility for injuries. Instead, SUNRISE contends that its representatives discovered the final victims of the beatings at approximately 12:00 noon on Tuesday, December 21, 2010.
49. Despite discovering the first injuries to residents at approximately 9:00 AM on Monday, December 20, 2010, SUNRISE did not contact the local police department until approximately Tuesday, December 21, 2010, at 6:25 PM.
50. Between the time SUNRISE discovered the first victim(s) of the beatings to the time it discovered the last and then contacted the police six hours later, SUNRISE directed its employees to undertake its own investigation of the beatings.
51. SUNRISE contacted one of its attorney and had that gentlemen appear at the scene prior to contacting the police.

52. Prior to even the local police being notified of the vicious beatings which the residents were subjected to, SUNRISE place two employees suspected of the beatings on administrative leave.
53. When the local police arrived at the scene they were met by the Director Of Operations for SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC together with the attorney for SUNRISE.
54. Rather than transport the victims of the beatings immediately to the hospital SUNRISE engaged in its own investigation in an effort to minimize the negative publicity which the revelation of the mass beatings would have.
55. SUNRISE subject injured residents, including the plaintiffs, to photographs of their bodies despite the fact that at least one of them had fractures to his finger and ribs.
56. SUNRISE subject injured residents, including the plaintiffs, to photographs of their bodies despite the fact that they had not advised the plaintiffs' family members of the beatings and obtained their permission either for photographs to be taken or for any other medical treatment to be rendered.
57. SUNRISE placed its own pecuniary interests above that of the safety of its residents.
58. Despite discovering the first injuries to residents at approximately 9:00 AM on Monday, December 20, 2010, the families of the victims were not contacted until after the police had begun their investigation.
59. It was only after the local police were contacted that the victim(s) of the mass beatings were transported to the local hospital.

60. It was during the second day after the first victims of the mass beatings were discovered were family members notified of what had happened to their loved ones.
61. On its website with regards to Alzheimer's and Memory Care Sunrise "“Our People are the Difference”": Compassionate care starts with our team, who are extensively trained through our award-winning Sunrise University, to help manage the unique needs of residents living with memory loss and cognitive decline. They look for opportunities to help residents succeed at familiar tasks, perhaps something as simple as making the bed or baking a sheet of cookies. Getting to know seniors and their individual personalities is key, so that the team can help create situations in which residents feel safe, secure and engaged”.
62. The New Jersey Department of Health and Senior Services noted in its January 14, 2011 report that Sunrise Assisted Living of Morris Plains had failed to meet its requirements pertaining to resident's rights.
63. The New Jersey Department of Health and Senior Services noted in its January 14, 2011 report found that Sunrise Assisted Living of Morris Plains had failed to investigate a documented observation of unexplained bruising.
64. The New Jersey Department of Health and Senior Services noted in its January 14, 2011 report that Sunrise Assisted Living of Morris Plains had failed to meet its requirements pertaining to its duty to ensure that Care Managers working at its facility had maintained and/or provided documentation of a current nurse aide certification.

FIRST COUNT
(ASSAULT)

65. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS as if set forth in full herein.
66. At the time and place mentioned above the SUNRISE defendants a duty to provide the standard of care that an ordinary prudent person would provide in similar circumstances.
67. An employee(s) of the SUNRISE defendants intentionally struck the plaintiffs.
68. The employee(s) of the SUNRISE defendants who intentionally struck the plaintiffs did so without the plaintiffs' consent or authorization.
69. The intentional striking of the plaintiffs as described herein was done with malice, and/or with a wanton disregard of the plaintiffs' personal rights and sensitivities and/or with a foreseeability of the unintended harmful consequences.
70. The SUNRISE defendants are jointly and severally liable for the wrongful acts of their employees based upon the doctrine of *respondeat superior*.
71. As a direct and proximate result of the intentional striking of the plaintiffs by an employee(s) of the SUNRISE defendants the plaintiffs sustained severe injuries.
72. The injuries that the plaintiffs have sustained are permanent in nature. Plaintiffs have suffered great physical and mental pain and anguish, and in all reasonable probability, will continue to suffer in this manner for a long time in the future, if not for the balance of their natural lives.
73. As a further result of the above negligent acts committed by defendants plaintiffs have incurred substantial medical expenses for medical care and attention and will continue to incur additional medical expenses into the foreseeable future.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the First Count for:

- (a) Compensatory damages;
- (b) Punitive damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (d) For such other relief as the court may deem proper.

SECOND COUNT
(NEGLIGENCE)

- 74. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS and the FIRST COUNT as if set forth in full herein.
- 75. The defendants owed a duty of care to the plaintiffs.
- 76. The defendants breached the duty of care they owed to the plaintiffs.
- 77. As the direct and proximate cause of the defendants' negligence as stated throughout this complaint, the plaintiffs have suffered damages.
- 78. The injuries that the plaintiffs have sustained are permanent in nature. Plaintiffs have suffered great physical and mental pain and anguish, and in all reasonable probability, will continue to suffer in this manner for a long time in the future, if not for the balance of their natural lives.
- 79. As a further result of the above negligent acts committed by defendants plaintiffs have incurred substantial medical expenses for medical care and attention and will continue to incur additional medical expenses into the foreseeable future.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Second Count for:

- (a) Compensatory damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (d) For such other relief as the court may deem proper.

THIRD COUNT

(FRAUDULENT INDUCEMENT)

- 33. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS, the FIRST COUNT and the SECOND COUNT as if set forth in full herein.
- 34. The SUNRISE defendants made and/or published knowingly false statements to the plaintiffs concerning the defendants' abilities, training, safety and security of its facilities, and/or expertise of its employees.
- 35. The SUNRISE defendants made the knowingly false statements to the plaintiffs concerning the defendants' abilities, training, safety and security of its facilities and/or expertise of its employees with the intention that the plaintiffs rely upon those false statements and thereby agree to enter its assisted living facilities as paying residents.

36. The plaintiffs in fact reasonably relied upon the false statements made by the SUNRISE defendants.
40. As the direct and proximate result of the plaintiffs having relied upon the knowingly false statements made by the SUNRISE defendants the plaintiffs have suffered damages.
41. The injuries that the plaintiffs sustained are permanent in nature. Plaintiffs have suffered great physical and mental pain and anguish, and in all reasonable probability, will continue to suffer in this manner for a long time in the future, if not for the balance of their natural lives.
42. As a further result of the above negligent acts committed by defendants, plaintiffs have incurred substantial medical expenses for medical care and attention and will continue to incur additional medical expenses into the foreseeable future.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Third Count for:

- (a) Compensatory damages;
- (b) Punitive damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (d) For such other relief as the court may deem proper.

FOURTH COUNT
(NEGLIGENT HIRING)

43. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS, the FIRST COUNT, the SECOND COUNT and the THIRD COUNT as if set forth in full herein.
44. The SUNRISE defendants have a duty to ensure that the employees they hire to work as nursing assistants at their facilities are properly trained and of the proper temperament to work with elderly people suffering from cognitive impairment.
45. The SUNRISE defendants have a duty to ensure that the employees they hire to work as nursing assistants at their facilities have a background that indicates they are of a trustworthy character.
46. The SUNRISE defendants have a duty to ensure that the employees they hire to work as nursing assistants at their facilities are properly trained for the positions and work they are to perform.
47. By negligently and carelessly hiring improper persons to work with elderly persons suffering from cognitive deficiencies, the SUNRISE defendants breached their duty of care.
48. As the direct and proximate cause of the negligence of the SUNRISE defendants as stated above, the plaintiffs have suffered severe physical injury.
49. The injuries that the plaintiffs have sustained are permanent in nature. Plaintiff have suffered great physical and mental pain and anguish, and in all reasonable probability, will continue to suffer in this manner for a long time in the future, if not for the balance of their natural life.

50. As a further result of the above negligent acts committed by the SUNRISE defendants, the plaintiffs have incurred substantial medical expenses for medical care and attention and will continue to incur additional medical expenses into the foreseeable future.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Fourth Count for:

- (a) Compensatory damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (d) For such other relief as the court may deem proper.

FIFTH COUNT

(NURSING HOME RESIDENT RIGHTS VIOLATION)

51. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS, the FIRST COUNT, the SECOND COUNT the THIRD COUNT, and the FOURTH COUNT as if set forth in full herein.

52. The SUNRISE defendants had a statutorily mandated duty to provide the plaintiffs his nursing home rights as set forth in N.J.S.A. 30:13-1 *et seq.* and other applicable laws.

53. The SUNRISE defendants duties to the plaintiffs were non-delegable and they are directly liable for deprivations and infringements by any person or entity under their control, direct or indirect, including employees, agents, consultants, and independent contractors, whether in-house or outside entities, individuals, agencies, or pools, or caused by their policies, whether written or unwritten, or common practices.

54. The SUNRISE defendants were negligent, grossly negligent, flagrant, reckless, willful and wanton in failing to provide the plaintiffs their statutorily mandated nursing home resident's rights, plaintiffs were deprived of such rights by the failures outlined herein-above and suffered injuries and damages as a proximate result thereof.
55. As a result of the aforementioned violations, the plaintiffs are entitled to recover actual and punitive damages.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Fifth Count for:

- (a) Compensatory damages;
- (b) Punitive damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (e) For such other relief as the court may deem proper.

SIXTH COUNT

(BREACH OF CONTRACT)

56. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS, the FIRST COUNT, the SECOND COUNT the THIRD COUNT, the FOURTH COUNT, and the FIFTH COUNT as if set forth in full herein.
57. The SUNRISE defendants entered into a written agreement with each of the plaintiffs pertaining to the plaintiffs becoming residents in the Sunrise Assisted Living of Morris Plains facility.

58. The plaintiffs performed all of their obligations pursuant to those agreements.
59. The SUNRISE defendants breached the agreements which they had entered into with each of the plaintiffs.
60. As a direct and proximate result of the breach of contracts by the SUNRISE defendant the plaintiffs have been harmed.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Sixth Count for:

- (a) Compensatory damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (f) For such other relief as the court may deem proper.

SEVENTH COUNT

(VIOLATION OF NEW JERSEY'S CONSUMER FRAUD ACT)

61. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS, the FIRST COUNT, the SECOND COUNT the THIRD COUNT, the FOURTH COUNT, the FIFTH COUNT, and the SIXTH COUNT as if set forth in full herein.
62. The plaintiffs are consumers and are covered by the protections of New Jersey's Consumer Fraud Act which is codified at N.J.S.A. 56:8-2 *et seq.*
63. The actions of the SUNRISE defendants jointly, severally or in the alternative in inducing the plaintiffs to enter their facilities under the belief that the SUNRISE

defendants were able to provide the services advertised and agreed at the level of professionalism, training and expertise when in fact they could not amounts to an unconscionable trade practice.

64. The conduct of the defendants as set forth in this complaint in causing and/or allowing the plaintiffs to sustain severe beatings at the hands of employee(s) of the SUNRISE defendants is unlawful pursuant to New Jersey's Consumer Fraud Act which is codified at N.J.S.A. 56:8-2 *et seq.*
65. As the direct and proximate cause of the unlawful conduct of the SUNRISE defendants and its employees and/or agents as stated above, the plaintiffs have been suffered an ascertainable loss.
66. The ascertainable loss suffered by the plaintiffs was caused as a direct and proximate result of the unlawful acts of the SUNRISE defendants and its employees and/or agents.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Seventh Count for:

- (a) Compensatory damages;
- (b) Punitive damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (g) For such other relief as the court may deem proper.

EIGHTH COUNT

(BREACH OF FIDUCIARY DUTY)

67. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS, the FIRST COUNT, the SECOND COUNT the THIRD COUNT, the FOURTH COUNT, the FIFTH COUNT, the SIXTH COUNT and the SEVENTH COUNT as if set forth in full herein.
68. At all times relevant hereto the SUNRISE defendants were acting in a fiduciary capacity for the plaintiffs.
69. The SUNRISE defendants were under a duty to act for and/or give advice to the plaintiffs on matters within the scope of services offered to the plaintiffs as residents of Sunrise Morris Plains Assisted Living.
70. The SUNRISE defendants were under a duty to exercise reasonable skill and care in performing the services offered to the plaintiffs as residents of Sunrise Morris Plains Assisted Living.
71. The plaintiffs placed their trust and confidence in the SUNRISE defendants who were in a dominant or superior position.
72. The SUNRISE defendants breach the fiduciary duties they had to the plaintiffs.
73. As the direct and proximate cause of the breach of fiduciary duties by the SUNRISE defendants, the plaintiffs have suffered damages.
74. The injuries that the plaintiffs have sustained are permanent in nature. Plaintiff have suffered great physical and mental pain and anguish, and in all reasonable probability, will continue to suffer in this manner for a long time in the future, if not for the balance of their natural life.

75. As a further result of the above negligent acts committed by the SUNRISE defendants, the plaintiffs have incurred substantial medical expenses for medical care and attention and will continue to incur additional medical expenses into the foreseeable future.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Eighth Count for:

- (c) Compensatory damages;
- (d) Punitive damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (h) For such other relief as the court may deem proper.

NINTH COUNT
(RESPONDEAT SUPERIOR)

76. Plaintiffs repeat and re-allege each and every allegation of the FACTS COMMON TO ALL COUNTS, the FIRST COUNT, the SECOND COUNT the THIRD COUNT, the FOURTH COUNT, the FIFTH COUNT, the SIXTH COUNT the SEVENTH COUNT, and the EIGHTH COUNT as if set forth in full herein.

77. At all times relevant hereto the person(s) who caused the injuries to the plaintiffs were employed by, and was an agent and/or servant of the SUNRISE defendants.

78. The above described acts were committed within the scope of his, her or their employment with the SUNRISE defendants in that they were committed while on duty in and the furtherance of the SUNRISE defendants business.

79. The SUNRISE defendants benefitted from the wrongful acts of its employee(s)/servant(s)/agent(s).
80. The fact that the executive(s) on duty failed to observe or if they observed failed to take any action after observing the entries in the logs indicating that residents had unexplained bruising is tantamount to the SUNRISE defendants having authorized or ratified the wrongful acts.
81. The SUNRISE defendants failed to properly supervise its employees tasked with caring for the day to day needs of the plaintiffs and/or acted intentionally and/or recklessly with regards to its non-delegable duties.
82. As the employer of the person(s) who committed the wrongful acts upon the person of the plaintiffs, the SUNRISE defendants are responsible for all of the wrongful acts so committed by the employee(s) within the scope of his, her or their employment.

WHEREFORE, the plaintiffs demand judgment against SUNRISE SENIOR LIVING, INC.; SUNRISE ASSISTED LIVING MANAGEMENT, INC.; SUNRISE MORRIS PLAINS ASSISTED LIVING, LLC and JOHN DOE(s) 1-10, jointly and severally on the Tenth Count for:

- (e) Compensatory damages;
- (f) Punitive damages;
- (b) Cost of suit;
- (c) Attorneys fees;
- (i) For such other relief as the court may deem proper.

Date: June 13, 2012

By: _____
Gregg D. Trautmann, Esq.
Attorney for Plaintiffs

JURY DEMAND

The plaintiffs hereby demands trial by jury as to all issues in the above matter.

DESIGNATION OF TRIAL ATTORNEY

In accordance with R. 4:25-4, Gregg D. Trautmann, is hereby designated as trial counsel for the plaintiffs in the above matter.

DEMAND FOR INTERROGATORIES

Demand is hereby made that defendants answer Uniform Interrogatories Form C within the time prescribed by the Rules of Court.

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court, is not the subject of a pending arbitration proceeding, and is not the subject of any other contemplated action or arbitration proceeding.

Date: June 13, 2012

By: _____
Gregg D. Trautmann, Esq.
Attorney for Plaintiffs