

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
DOCKET NO:

JAVIER VELASQUEZ,
Plaintiff,

v.

MANUEL DIFOUR,
L.V.M.J. CORPORATION,
DJ PLUMBING AND HEATING, INC.,
BILT-RITE CONSTRUCTION, INC.
URBANICA, INC.,
A.O. FLATS AT FOREST HILLS, LLC,
PARCEL U PHASE A, LLC,
PARCEL U PHASE B, LLC,
THE COMMUNITY BUILDERS, INC.,
Defendants.

COMPLAINT AND JURY DEMAND

4/29/2022

PARTIES

1. The Plaintiff, Javier Velasquez, is an individual residing at all relevant times in Boston, Suffolk County, Massachusetts.
2. The Defendant, Manuel DiFour, is an individual residing at all relevant times in Quincy, Norfolk County, Massachusetts.
3. The Defendant, L.V.M.J. Corporation, is a corporation with a principal place of business at all relevant times located at 65 Howard Street, Braintree, Norfolk County, Massachusetts.
4. The Defendant, DJ Plumbing and Heating, Inc. is a Massachusetts Corporation with a principal place of business at all relevant times located at 67 Ipswich Road, Boxford, Middlesex County, Massachusetts.
5. The Defendant, Bilt-Rite Construction, Inc., is a corporation with a principal place of business at all relevant times located at 21 Batchelder Street, Roxbury, Suffolk County, Massachusetts.

6. The Defendant, A.O. Flats at Forest Hills LLC, is a Massachusetts Limited Liability Company with a principal place of business located at c/o The Community Builders, Inc., 185 Dartmouth Street, Suite 900, Boston, Massachusetts.

7. The Defendant, Urbanica, Inc. is a corporation with a principal place of business at all relevant times located at 429 Melnea Cass Boulevard, Roxbury, Suffolk County, Massachusetts.

8. The Defendant, The Community Builders, Inc. is a Nonprofit Corporation with a principal place of business at all relevant times located at 185 Dartmouth Street, Suite 900, Boston, Suffolk County, Massachusetts.

9. The Defendant, Parcel U Phase A, LLC is Massachusetts Limited Liability Company with a principal place of business at all relevant times located at 142 Berkeley Street, Suite 402, Boston, Massachusetts at the time of the accident.

10. The Defendant, Parcel U Phase B, LLC is Massachusetts Limited Liability Company with a principal place of business at all relevant times located at 429 Melnea Cass Boulevard, Roxbury, Massachusetts.

FACTS

11. The Defendant, Parcel U Phase A, LLC, is the owner of a parcel of land known as Parcel A, located at 143-171 Hyde Park Avenue, Jamaica Plain, Massachusetts and is one of three lots that is part of the Parcel U Project, a real estate development project.

12. The Defendant, Parcel U Phase B, LLC, is the owner of a parcel of land known as Parcel B, located at 119-141 Hyde Park Avenue, Jamaica Plain, Massachusetts and is one of three lots that is part of the Parcel U Project, a real estate development project.

13. The Defendant, A.O. Flats at Forest Hills LLC, is the owner of a parcel of land known as Parcel C of the Parcel U Project, located at 93-95 Hyde Park Avenue in Jamaica Plain, Massachusetts and is one of three lots that is part of the Parcel U Project, a real estate development project.

14. Defendants, Urbanica, Inc., and The Community Builders, Inc. were the developers, collaborators and/or contractors involved in the development of the three parcels of land known as the Parcel U Project.

15. On information and belief, on or about May 6, 2019 and at all relevant times, Defendant, Bilt-Rite Construction, Inc., was performing construction operations on the Parcel U Project.

16. At all relevant times, Defendant L.V.M.J. Corporation, Inc. was an agent, employee or servant for Defendants, Urbanica, Inc., The Community Builders, Inc., and Bilt-Rite Construction, Inc., and was providing services for them regarding the Parcel U Project.

17. On or about May 6, 2019, Plaintiff Javier Velasquez was working as a uniformed Boston Police Officer performing a paid detail as part of the Parcel U Project along Hyde Park Avenue and Ukraine Way, both public ways in Jamaica Plain, Massachusetts. The Plaintiff was performing the detail at the request of Defendant, Bilt-Rite Construction, Inc..

18. At the same time and place, Defendant, Manuel DiFour was an employee, and/or agent, employee, and/or servant for Defendant, L.V.M.J. Corporation, Inc. and was the driver of a Mack truck owned by L.V.M.J. Corporation. At all relevant times, Mr. DiFour was acting within the scope of his agency and/or employment.

19. Manuel DiFour, while operating the Mack truck owned by Defendant L.V.M.J. Corporation, Inc., negligently and carelessly lost control of the vehicle and caused it to cross over to the opposite side of the street, travelling in the wrong direction along Hyde Park Avenue.

20. The Mack truck struck a van owned by Defendant, DJ Plumbing and Heating, Inc., that was parked near the intersection of Hyde Park Avenue and Ukraine Way.

21. As a direct and proximate result of being struck, the van owned by Defendant, DJ Plumbing and Heating, Inc. was propelled forward, striking the plaintiff where he was standing.

22. As a direct and proximate result of Defendant's careless and negligent driving, Plaintiff was caused to sustain extensive and permanent injuries, was caused to suffer and continues to suffer great pain of his body, was caused disability, was caused to incur medical expenses, was caused to be unable to carry out his daily activities, all to his great damage.

COUNT I

Negligence v. Manuel DiFour

23. The Plaintiff incorporates paragraphs 1- 22 as though fully set forth herein.

24. The defendant, Manuel Difour, negligently and carelessly operated a vehicle, owned by Defendant L.V.M.J. Corporation, Inc., causing serious injuries to the Plaintiff.

COUNT 2

Negligence (Negligent Hiring, Training) v. L.V.M.J. Corporation

25. The Plaintiff incorporates paragraphs 1- 24 as though fully set forth herein.
26. Defendant, L.V.M.J. Corporation had a duty of reasonable care to hire safe and qualified drivers, to adequately train its drivers, to periodically review the qualifications of its drivers, and to supervise its drivers so that they operate its vehicles in a safe manner.
27. Upon information and belief, Defendant, L.V.M.J. Corporation breached its duty of care by hiring Defendant Manuel DiFour, by failing to adequately train DiFour on how to safely operate the truck he was operating.
28. L.V.M.J. Corporation's breach of its duty of care proximately caused the injuries to the Plaintiff. The Defendant's actions resulted in hospital, medical, loss of earnings, and loss of earning potential of the Plaintiff, Javier Velasquez.

COUNT 3

Negligence (Respondeat Superior) v. L.V.M.J. Corporation

29. The Plaintiff incorporates paragraphs 1- 28 as though fully set forth herein.
30. Under the principles of vicarious liability, respondeat superior, agency, employer liability and/or contractor liability, L.V.M.J. Corporation is vicariously liable for Manuel DiFour's actions.

COUNT 4

Negligence v. DJ Plumbing and Heating, Inc.

31. The Plaintiff incorporates paragraphs 1- 30 as though fully set forth herein.
32. Defendant DJ Plumbing and Heating, Inc. had a duty of reasonable care to park its vehicle in a safe manner.
33. Defendant DJ Plumbing and Heating, Inc. breached its duty of care by carelessly not parking its van in a legal parking space on the street, allowing it to strike the Plaintiff and resulting in his injuries.
34. DJ Plumbing and Heating, Inc.'s actions resulted in the Plaintiff suffering serious and permanent injuries, incurring hospital and medical bills, loss of earnings, and loss of earning potential.

COUNT 5

Negligence v. Bilt-Rite Construction, Inc.

35. The plaintiff incorporates paragraphs 1-34 as though fully set forth herein.
36. As a contractor of the project, Defendant, Bilt-Rite Construction, Inc. had a duty of reasonable care to hire, contract with and ensure general contractors, subcontractors, workers, employees and all agents were qualified and conducting themselves in a safe and reasonable manner with due regard to the safety of others.
37. Upon information and belief, Defendant, Bilt-Rite Construction, Inc. breached its duty of care by hiring and/or contracting with Defendant, L.V.M.J. Corporation and its employee, contractor and/or agent, Defendant, Manuel DiFour,
38. Bilt-Rite Construction, Inc.'s actions resulted in the Plaintiff suffering serious and permanent injuries, incurring hospital and medical bills, lost wages, loss of earnings, and loss of earning potential.

COUNT 6

Negligence v. The Community Builders, Inc.

39. The plaintiff incorporates paragraphs 1-38 as though fully set forth herein.
40. As a collaborator with Urbanica, Inc. as the developer of the Parcel U Project, under the principles of vicarious liability, respondeat superior, agency, employer liability and/or contractor liability, The Community Builders, Inc. is vicariously liable for Defendant, L.V.M.J. Corporation's and Defendant Manuel DiFour's negligent conduct.

COUNT 7

Negligence v. Parcel U Phase A, LLC

41. The plaintiff incorporates paragraphs 1-40 as though fully set forth herein.
42. As the owner of the property, Parcel U Phase A, LLC, had control of the project site and a duty to provide a reasonably safe working environment for people working at or near the project site.
43. Under the principles of vicarious liability, respondeat superior, agency, employer liability and/or contractor liability, Defendant, Parcel U Phase A, LLC, is vicariously liable for the negligence of L.V. M.J Corporation and Manuel DiFour's negligent conduct.

COUNT 8

Negligence v. Parcel U Phase B, LLC

44. The plaintiff incorporates paragraphs 1-43 as though fully set forth herein.
45. As the owner of the property, Parcel U Phase B, LLC, had control of the project site and a duty to provide a reasonably safe working environment for people working at or near the project site.
46. Under the principles of vicarious liability, respondeat superior, agency, employer liability and/or contractor liability, Defendant, Parcel U Phase B, LLC, is vicariously liable for the negligence of L.V. M.J Corporation and Manuel DiFour's negligent conduct.

COUNT 9

Negligence v. A.O. Flats at Forest Hills, LLC

47. The plaintiff realleges, reavers and incorporates paragraphs 1-46 as though fully set forth herein.
48. As the owner of the property, A.O. Flats at Forest Hills LLC, had control of the project site and a duty to provide a reasonably safe working environment for people working at or near the project site.
49. Under the principles of vicarious liability, respondeat superior, agency, employer liability and /or contractor liability, Defendant, A.O. Flats at Forest Hills LLC, is vicariously liable for the negligence of L.V. M.J Corporation and Manuel DiFour's negligent conduct.

COUNT 10

Negligence v. Urbanica, Inc.

50. The plaintiff realleges, reavers and incorporates paragraphs 1-49 as though fully set forth herein.
51. As the developer/collaborator of the Parcel U Project, Defendant, Urbanica, Inc., shared control of the Parcel U Project and the ability to oversee all portions of the project. Urbanica, Inc. had a duty to protect those working at or near the project from reasonable threats to their safety.
52. Under the principles of vicarious liability, respondeat superior, actual agency and/or apparent agency Defendant, Urbanica, Inc., as the developer of the Parcel U project, is vicariously liable for the negligence of L.V. M.J Corporation and Manuel DiFour's negligent conduct.

COUNT 11

(Negligence v. L.V.M.J. Corporation Pursuant to M.G.L. c. 231 Section 85)

53. The Plaintiff repeats and realleges paragraphs 1 through 52 as fully set forth herein.
54. The Defendant, L.V.M.J. Corporation was the registered owner of the vehicle being operated by Defendant, Manuel DiFour, at the time of the accident.
55. Pursuant to M.G.L. c. 231 § 85, the Defendant, L.V.M.J. Corporation, is legally responsible for the negligent conduct of its operator.

DEMAND FOR RELIEF

- A. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, Manuel DiFour, in the amount of his damages, together with interest and costs of this action.
- B. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, L.V.M.J. Corporation, Inc., in the amount of his damages, together with interest and costs of this action.
- C. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, DJ Plumbing and Heating, Inc., in the amount of his damages, together with interest and costs of this action.
- D. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, Urbanica, Inc., in the amount of his damages, together with interest and costs of this action.
- E. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, A.O. Flats at Forest Hills LLC, in the amount of his damages, together with interest and costs of this action.
- F. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, Bilt-Rite Construction Trust, in the amount of his damages, together with interest and costs of this action.
- G. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, The Community Builders, Inc., in the amount of his damages, together with interest and costs of this action.
- H. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, Parcel U Phase A, LLC, in the amount of his damages, together with interest and costs of this action.
- I. The Plaintiff, Javier Velasquez, demands judgment against the Defendant, Parcel U, Phase B, LLC, in the amount of his damages, together with interest and costs of this action.

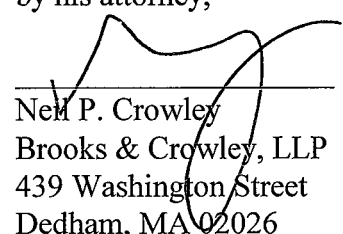
JURY CLAIM

PLAINTIFF DEMANDS A TRIAL BY JURY

Respectfully submitted,
Plaintiff, Javier Velasquez,
by his attorney,

Dated:

4/29/22



Neil P. Crowley
Brooks & Crowley, LLP
439 Washington Street
Dedham, MA 02026
BBO#: 566221
(781) 251-0555
neilcrowley@brooksandcrowley.com