



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

MICHAEL A. SIRAGUSA
COUNTY ATTORNEY

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

DEPARTMENT OF LAW

JEREMY C. TOTH.
SECOND ASSISTANT COUNTY ATTORNEY

MEMORANDUM

TO: Karen McCarthy, Clerk, Erie County Legislature
FROM: Michelle M. Parker, First Assistant County Attorney
DATE: May 1, 2015
RE: Transmittal of New Claims Against Erie County

Ms. McCarthy:

In accordance with the Resolution passed by the Erie County Legislature on June 25, 1987 (Int. 13-14), attached please find ten (10) new claims brought against the County of Erie. The claims are as follows:

Claim Name

- Kohl Construction, Inc. v. County of Erie
- Lucas Rech by png Michael Rech v. County of Erie, et al.
- Lisa & Louis Roe v. County of Erie, et al.
- Marcus Anthony Gabriel Thompson v. ECSO
- State of New York v. County of Erie
- Jennifer Witkowski v. County of Erie, et al.
- Dominique Davis v. County of Erie, et al.
- Denita D. Jones v. ECDSS – Youth Detention
- Nancy M. Eberhard v. County of Erie, et al.
- Kathleen Higgins v. County of Erie

MMP:dld

Attachments

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Page 1 of 68



COUNTY OF ERIE

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ERIE COUNTY ATTORNEY

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JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 16, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Kohl Construction, Inc. v. County of Erie</i>
Document Received:	Summons and Complaint
Name of Claimant:	Kohl Construction, Inc.
Claimant's attorney:	Michael W. Cole, Esq. Law Offices of Michael W. Cole 13223 Broadway Street Alden, New York 14004

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: 
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

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STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

KOHL CONSTRUCTION, INC.

Plaintiff

SUMMONS

vs.

Index No.:

COUNTY OF ERIE,

Defendant

To the above named Defendant:

YOU ARE HEREBY SUMMONED AND REQUIRED to serve upon the Plaintiff's attorney, at the address stated below, a written Answer to the attached Complaint.

If this Summons is served upon you within the State of New York by personal service, you must respond within **TWENTY (20)** days after the service, not counting the day of service. If this Summons is not personally delivered to you within the State of New York, you must respond within **THIRTY (30)** days after service is completed, as provided by law.

If you do not respond to the attached Complaint within the applicable time limitation stated above, a Judgment will be entered against you, by default, for the relief demanded in the Complaint, without further notice to you.

This action is brought in the County of ERIE because of:

Plaintiff's residence, or place of business Defendant's residence, or place of business

Designation made by Plaintiff

Dated: April 3, 2015

Michael W. Cole, Esq.
LAW OFFICES OF MICHAEL W. COLE, PLLC
Office and Post Office Address
13349 Broadway Street
Alden, New York 14004
(716) 937-9150

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

KOHL CONSTRUCTION, INC.,

Plaintiff

COMPLAINT

vs.

Index No.:

COUNTY OF ERIE,

Defendant

Plaintiff KOHL CONSTRUCTION, INC., by and through their attorneys, the LAW OFFICES OF MICHAEL W. COLE, PLLC, for their Complaint against the Defendant, COUNTY OF ERIE, herein alleges as follows:

1. At all times herein mentioned, Plaintiff KOHL CONSTRUCTION, INC. was and is a domestic corporation authorized to do business in the State of New York, having a place of business at 1427 Two Rod Road, Alden, New York 14004.

2. Upon information and belief, and at all times hereinafter mentioned, Defendant COUNTY OF ERIE, is a political subdivision of the State of New York, with principal offices located at 95 Franklin Street, Buffalo, New York.

AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION:

3. On or about May 24, 2006, Plaintiff bid on a job that was available through Defendant, specifically, the Wilmuth Avenue Pump Station Mechanical Bar Screen and Roof Replacement (hereinafter "Wilmuth Project").

4. On or about June 22, 2006, Defendant accepted Plaintiff's bid in relation to the Wilmuth project in the amount of \$558,620.00.

5. Plaintiff signed the Contract for the job with Defendant on or about July 26, 2006 after providing a Certificate of Insurance and a Performance Bond to Defendant. Work was to be completed by September 27, 2007.

6. On or about August 25, 2006, Plaintiff met with Defendant's Equal Employment Opportunity officials to discuss the fulfillment of minority subcontracting requirements.

7. Plaintiff had already performed due diligence with respect to minority subcontracting issues, but Defendant delayed the project seeking further investigation as to the availability of such contractors.

8. Defendant continued to unduly delayed full execution of the Contract and Plaintiff's ability to begin work on the Wilmuth Project when Defendant failed to sign the contract documents until on or about September 5, 2006, a full One Hundred Four (104) days after the bid had been accepted.

9. On or about September 27, 2006, Plaintiff once again met with Defendant's Equal Employment Opportunity officials in an effort to resolve outstanding minority contractor issues.

10. On or about November 22, 2006, Plaintiff requested permission to proceed with work on the Wilmuth Project.

11. Despite numerous requests by Plaintiff to proceed with the work as called for under the Contract, Defendant further delayed this project by not issuing the Notice to Proceed until December 7, 2006.

12. A pre-construction meeting took place on December 12, 2006.

13. On or about September 3, 2007, Plaintiff requested follow up from Defendant on its previous request for the shipping schedule from the supplier and the proposed installation schedule.

14. Defendant then granted a No-Cost Time Extension to Plaintiff from September 27, 2007 until April 3, 2009.

15. On or about June 14, 2010, a Request for Payment/Change Order was agreed to by the parties reducing the contract price from \$558,620.00 to \$538,620.00.

16. Plaintiff completed work on the Wilmuth Project on April 3, 2009 as per the Contract between the parties and timely submitted remaining invoices, including the contract price of \$538,620.00 plus additionally incurred expenses as a result of Defendant's delay in the amount of \$51,512.65.

17. The numerous delays on behalf of the Defendant have resulted in increased fees incurred by Plaintiff including, but not limited to, increased material costs and mark-up expenses, additional insurance fees and additional bonding costs. The total amount of these additional costs is \$51,512.65, which Plaintiff demanded from Defendant.

18. Plaintiff put Defendant on notice at the time of Plaintiff's delays that material costs, mark-up expenses, and additional fees would accrue was assured by Defendant that such expenses would be paid by Defendant at the completion of the project.

19. The above referenced fee of \$51,512.65 includes a fee of \$10,000.00, which Plaintiff paid to Siemens Water Technologies Corp., a subcontractor on this project.

20. Plaintiff has provided proof of all increased fees and costs to Defendant on numerous occasions, and repeatedly asked for compensation from Defendant in order to proceed with the work that needed to be completed under the Contract signed by the parties.

21. As a result of Defendant's breach of the Contract, Plaintiff incurred costs in the amount of \$51,512.65.

22. Plaintiff has further incurred, and will continue to incur throughout this action, attorney's fees as a result of Defendant's breach of the Contract.

AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION:

23. Plaintiff realleges and reaffirms the allegations contained in Paragraphs 1 through 22 as though separately stated and set forth herein.

24. Plaintiff rendered the unpaid invoices to Defendant.

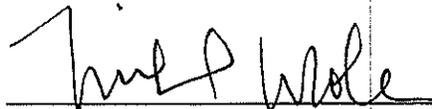
25. Defendant received and retained the unpaid invoices.

26. Defendant did not object to the unpaid invoices.

27. Defendant, therefore, is liable to Plaintiff on accounts stated in the amount of \$51,512.65.

WHEREFORE, Plaintiff respectfully requests an Order of this Court awarding judgment in favor of the Plaintiff in the amount of \$51,512.65, plus interest, on Plaintiff's First Cause of Action; judgment in favor of the Plaintiff in the amount of \$51,512.65, plus interest, on Plaintiff's Second Cause of Action; costs, disbursements, and attorney's fees associated with this action; and for such other and further relief as this Court may deem just and proper.

Dated: April 3, 2015
Buffalo, New York



Michael W. Cole, Esq.
LAW OFFICES OF MICHAEL W. COLE, PLLC
Attorney for Plaintiff
Office and Post Office Address
13349 Broadway Street
Alden, New York 14004
(716) 937-9150



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ
COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 20, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name: *Rech, Lucas by png Michael Rech v. Town of Alden, Alden Central School District, Scott Payne, Village of Akron, Akron Central School District, Todd Esposito, Marissa Vuich, County of Erie, Erie I BOCES and Melissa Metz*

Document Received: Notice of Claim

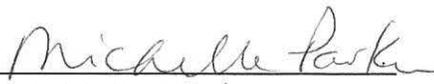
Name of Claimant: Michael Rech
28 Forest Meadow Trail
Rochester, New York 14624

Claimant's attorney: Claimant is proceeding *pro se*.

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: 
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

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STATE OF NEW YORK
SUPREME COURT ERIE COUNTY

R E C E I V E D
MAR 30 2015
ERIE COUNTY
DEPARTMENT OF LAW
Sumf

In the Matter of the Claim of

MICHAEL RECH,

Claimant,

NOTICE OF CLAIM

-against-

**TOWN OF ALDEN;
ALDEN CENTRAL SCHOOL DISTRICT,
and SCOTT PAYNE;
VILLAGE OF AKRON;
AKRON CENTRAL SHOOOL DISTRICT,
and TODD ESPOSITO, MARISSA VUICH;
~~COUNTY OF ERIE;~~
ERIE 1 BOCES and
MELISSA METZ**

Respondents.

1. Name and address of each claimant:

Michael Rech
28 Forest Meadow Trail
Rochester, New York 14624

2. Nature of claim:

This claim is to recover for damages intentionally and maliciously inflicted by the respondents upon claimant's minor son (Lucas Rech, DOB 09/04/09). Damages suffered by the claimant and his son when members of the Erie 1 BOCES program (under the auspices of Alden and Akron School Districts) falsely, with malice and without probable cause commenced and/or initiated bullying along with sexual, mental, and physical abuse against the claimant's son. Additionally, the respondent's intentional actions resulted in continued abuse (sexual, mental, and physical), improper practices, harassment, failure to prevent bullying, and unreasonable

punishments against claimant's son. The claimant asserts causes of action for intentional infliction of emotional distress and negligent infliction of emotional distress upon himself and his son. Additionally, claimant asserts the lack of an opportunity for a proper public education for Lucas Rech that is safe, appropriate, and free of bullying and abuse.

3. Time, place, where and manner in which claim arose:

On or about January 13, 2015 claimant became aware to the intentional and willful acts of the respondents to strip Lucas, against his free will, down to his underwear in the classroom and change his clothes for no reason, only on the days claimant was to pick Lucas up at Akron Elementary School location. On or about this date, the claimant also became aware that these actions were ongoing in previous weeks leading up to such date of awareness.

On or about January 27, 2015 claimant's son had no underwear on when he was picked up at the Akron Elementary School location, by the claimant. It was indicated that the claimant's son had to go to the bathroom but the instructor did not allow him to go to the bathroom and Lucas was forced to urinate in his pants.

4. Items of damage or injuries:

The claimant was refused any and all information relating to the above captioned claims by the respondents. These claims were verbally verified by the respondents as having occurred. Additionally, claimant's written requests for such information were completely ignored. No preventive measures or assurances were implemented to prevent ongoing intentional and/or malicious actions of continued future abuse (sexual, mental, and physical), improper practices, harassment, failure to prevent bullying, and unreasonable punishments against claimant's son by respondents.

Only on or about March 16, 2015 claimant became aware of damages to Lucas as relayed by respondents via telephone call: since January 2015 Lucas has lashed out with negative behaviors and his independence has decreased.

In addition, the claimant and the claimant's son suffered emotional trauma, embarrassment, humiliation, mental anguish, and fear of respondents.

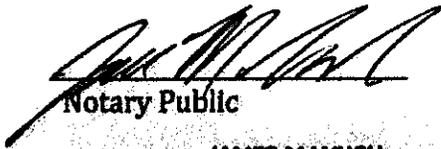
Right to amend damages because all damages are not realized by the date of this Notice of Claim.

Dated: March 26, 2015



MICHAEL RECH

Sworn to before me this
26 th day of March, 2015



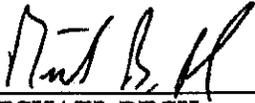
Notary Public

JAMES M LYNCH
Notary Public, State of New York
Qualified in Monroe County
NO. 01LY8273488
Commission Expires December 10, 20 16

VERIFICATION

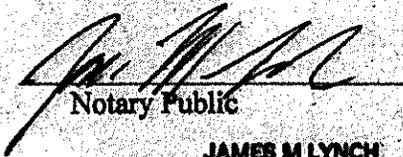
STATE OF NEW YORK)
COUNTY OF ERIE) SS.:

MICHAEL RECH, being duly sworn, deposes and says that deponent is the Claimant in the within matter. Deponent has read the within Notice of Claim and knows the contents thereof; that the same is true to deponent's knowledge except as to matters stated to be alleged on information and belief and that as to such matters deponent believes them to be true.



MICHAEL RECH

Sworn to before me this
26 th day of March, 2015



Notary Public

JAMES M LYNCH
Notary Public, State of New York
Qualified in Monroe County
NO: 01LY6273496
Commission Expires December 10, 2016



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ
COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 20, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Roe, Lisa and Louis v. City of Buffalo, County of Erie, Erie Canal Harbor Development Corporation and Global Spectrum, Inc.</i>
Document Received:	Notice of Claim
Name of Claimant:	Lisa and Louis Roe 583 Lake Road
Claimant's attorney:	Youngstown, New York 14174 Michael P. Stuermer, Esq. Lipsitz Green Scime Cambria LLP 42 Delaware Avenue, Suite 120 Buffalo, New York 14202-3924

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: 
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

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In the Matter of the Claim of

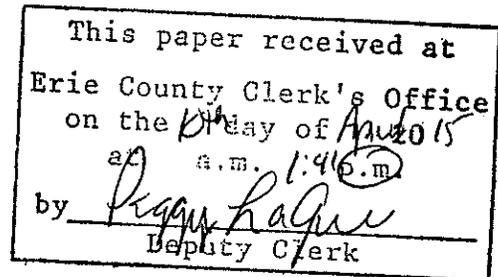
LISA ROE and LOUIS ROE, her spouse,

Claimants,

- against -

CITY OF BUFFALO, ERIE COUNTY,
ERIE CANAL HARBOR
DEVELOPMENT CORPORATION and
GLOBAL SPECTRUM, INC.

NOTICE OF CLAIM



TO: CITY OF BUFFALO
ERIE COUNTY
ERIE CANAL HARBOR DEVELOPMENT CORPORATION
GLOBAL SPECTRUM, INC.

PLEASE TAKE NOTICE, that LISA ROE and LOUIS ROE, have and hereby make claim against CITY OF BUFFALO, ERIE COUNTY, ERIE CANAL HARBOR DEVELOPMENT CORPORATION and GLOBAL SPECTRUM, INC., and in support of said claim state the following:

1. The Post Office address of the claimants is 583 Lake Road, Youngstown, New York 14174.
2. The attorneys for the claimants are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.
3. The claim of LISA ROE is for personal injuries, including without limitation, loss of income and medical expenses, and the claim of LOUIS ROE is for loss of services,

society, companionship and consortium as a result of his spouse's accident, and for consequential damages generally.

4. The claim arose at Canalside located at 130 Main Street, in the City of Buffalo, County of Erie and State of New York.

5. The claim arose in substance as follows: On the 16th day of January, 2015, at approximately 9:20 p.m., the claimant, LISA ROE, while ice skating was caused to fall on the poorly designed and maintained ice at the aforesaid premises, resulting in serious injuries to the claimant.

6. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of CITY OF BUFFALO, ERIE COUNTY, ERIE CANAL HARBOR DEVELOPMENT CORPORATION and/or GLOBAL SPECTRUM, INC.

7. Upon information and belief, as a result of the aforesaid incident, the claimant, LISA ROE, sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system; and more particularly, LISA ROE, sustained injuries in the nature of right and left wrist fractures. Upon information and belief, these injuries will result in permanent defects.

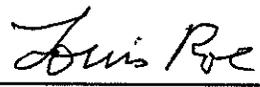
8. As a result of the aforesaid incident and injuries sustained by LISA ROE, the claimant, LOUIS ROE, husband of LISA ROE, has suffered the loss of services, society, companionship and consortium of LISA ROE to which he was fully entitled.

WHEREFORE, claimants request that CITY OF BUFFALO, ERIE COUNTY, ERIE CANAL HARBOR DEVELOPMENT CORPORATION and GLOBAL SPECTRUM, INC. honor and pay the claim on behalf of LISA ROE and LOUIS ROE.

DATED: Buffalo, New York
April 7, 2015



LISA ROE



LOUIS ROE

LIPSITZ GREEN SCIME CAMBRIA LLP

By: 

MICHAEL P. STUERMER, ESQ.
Attorneys for Claimants
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

STATE OF NEW YORK)
) SS.:
COUNTY OF Niagara)

LISA ROE and LOUIS ROE, being duly sworn, depose and say that they are the claimants above named; they make this claim on behalf of themselves and each other; they have read the foregoing claim and know the contents thereof; the same is true to the knowledge of the claimants except for the matters herein alleged upon information and belief, and as to those matters, they believe them to be true.

Lisa Roe
LISA ROE

Louis Roe
LOUIS ROE

Sworn to before me on this
7 day of April, 2015.

Joseph A. Kopack
Notary Public

JOSEPH A. KOPACK
COMMISSIONER OF DEEDS
In And For: City Of Buffalo, N.Y.
My Commission Expires Dec. 31, 2015



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ
COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 20, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Thompson, Marcus Anthony Gabriel v. Erie County Sheriff's Office</i>
Document Received:	Notice of Claim
Name of Claimant:	Marcus Anthony Gabriel Thompson 1440 Jefferson Avenue, Suite 240 Buffalo, New York 14208
Claimant's attorney:	Claimant is proceeding <i>pro se</i> .

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: *Michelle Parker*
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

Comm. 10D-7
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Notice & Demand by Affidavit

March 16, 2015 A. D.

Gerald Chwalinski, DBA capital a City of Buffalo City clerk

65 Niagara square #218, City Hall

Municipal Building room 1308

Buffalo, New York 14202

2015 MAR 27 PM 1:11
SHERIFF

On or about, March 26, 2014 A.D about 1:57 PM, your insured **Nathan A. Bork** DBA Deputy Sheriff Officer (#291) and **Daniel Klomp** DBA Deputy Sheriff Criminal (#269) did in fact violate and tress pass up on my God-given unalienable right to be secure in person, houses, papers and effects, against unreasonable search and seizure, causing me Harm and injury. Cf. [Mapp v. Ohio, U.S. 643 (1961)]. Please provide the evidence that I agreed for **Nathan A. bork** and **Daniel Klomp** to deprive me of my God-given unalienable rights.

On or about March 26, 2014 a be about 1:57 PM your insured **Nathan a Bork** DBA Deputy Sheriff Officer #291 in **Daniel Klomp** DBA Deputy Sheriff Criminal #269 did in fact violate and trespass up on my God-given unalienable right to travel and freedom of movement, causing me harm an injury. Cf. [Shapiro v. Thompson, 394 U.S. 618 (1969)]. Please provide the evidence that I agreed for **Nathan a Bork** and **Daniel Klomp** to deprive me of my God-given unalienable rights.

On or about the 17th day of October, 1994 Your insured **Nathan A Bork** DBA Deputy Sheriff Officer #291 did solemnly swear to support the constitution of the state of New York Cf. **Exhibit A** [Copy of Nathan a Bork's Oath].

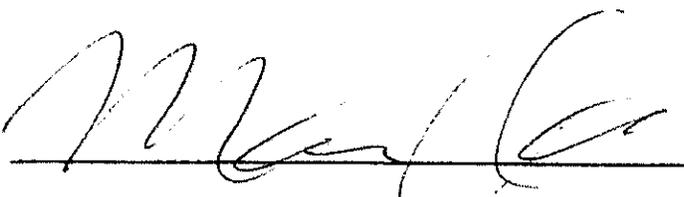
On or about the 16th day of December, 2013 Your insured **Daniel Klemp** DBA Deputy Sheriff Criminal #269 did solemnly swear to support the constitution of the state of New York Cf. **Exhibit B** [Copy of Daniel Klemp's Oath].

Or about March 26, 2014 A.D. about 1:57 PM Your insured **Nathan A. Bork** DBA Deputy Sheriff Officer (#291) and **Daniel Klemp** DBA Deputy Sheriff Criminal (#269) did in fact violates section 12 of the Constitution of the state of New York. (As a revised, including amendments effective January 1, 2015) section 12 the right of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation and particularly describing the place to be searched, and persons or things to be seized.

For unknown reasons on or about March 26, 2014 A.D. about 1:57 PM I was deprived of my God-given unalienable rights to be secure in person and unlawfully arrested without warrant by your insured **Nathan A. Bork** DBA Deputy Sheriff Officer #291 and **Daniel Klemp** DBA Deputy Sheriff Criminal #269 **Exhibit C** [Copy of the Certificate of Disposition] as a result of that unlawful warrantless arrest I was incarcerated at Erie County holding Center 40 Delaware Ave., Buffalo, NY 14202 for two (2) days until a bail was posted, **Exhibit D** [Copy of Sheriff of Erie County records and booking] in addition to my public humiliation and /or loss of time. I was also emotionally distressed and/or traumatized by the arrest and incarceration and the unlawful deprivation of my God-given unalienable rights.

I demand remedy. I demand to be compensated. I demand that I be paid Two hundred and twelve thousand dollars (\$212,000) or the equivalent in silver oz. for each day that I was

incarcerated, due to the unlawful warrantless arrest and deprivation of my unalienable God-given rights caused by your insured **Nathan A. Bork** DBA Deputy Sheriff Officer #291 and **Daniel Klomp** DBA Deputy Sheriff Criminal #269. I believe that two hundred and twelve thousand dollars (\$212,000) or the equivalent in silver oz. for each day that I was incarcerated is a reasonable amount to satisfy and/or settle my claim out of court. Cf. [741 F.2d 336, Trezevant v. City of Tampa]. If I do not receive payment within 14 days of your receipt of this letter, I will pursue further legal and or lawful remedies.



Seal



Date:

3/23/15

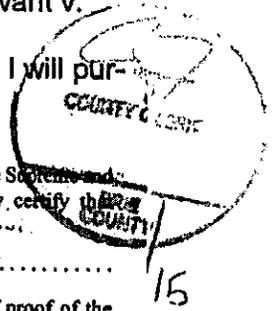
Title Minister Markhu Amun Ali, registered Owner
of THOMPSON, MARCUS ANTHONY GABRIEL corp. sole
Dba MARCUS ANTHONY GABRIEL THOMPSON
c/o [1440] Jefferson Ave. Suite 240
Buffalo [NEW YORK] State Republic
Near; [14208]

Cc:

Timothy B. Howard, DBA, ERIE COUNTY SHERIFF
Andrew Cuomo, DBA, NEW YORK STATE GOVERNOR
Eric T. Schneiderman, DBA NEW YORK STATE ATTORNEY GENERAL
Frank A. Sedita, III, DBA, ERIE COUNTY DISTRICT ATTORNEY

23
10/23/15
TIMOTHY N. HALL
Notary Public - State of New York
Reg. No. 01HA6277139
Qualified in Erie County
Commission Expires Oct. 29, 2016

incarcerated, due to the unlawful warrantless arrest and deprivation of my unalienable God-given rights caused by your insured **Nathan A. Bork** DBA Deputy Sheriff Officer #291 and **Daniel Klemp** DBA Deputy Sheriff Criminal #269. I believe that two hundred and twelve thousand dollars (\$212,000) or the equivalent in silver oz. for each day that I was incarcerated is a reasonable amount to satisfy and/or settle my claim out of court. Cf. [741 F.2d 336, Trezevant v. City of Tampa]. If I do not receive payment within 14 days of your receipt of this letter, I will pur-



STATE OF NEW YORK
COUNTY OF ERIE SS.



I, CHRISTOPHER L. JACOBS, Clerk of the County of Erie, and also Clerk of the Supreme and County Courts for said County, the same being Courts of Record, do hereby certify that

Timothy N. Hall

whose name is subscribed to the deposition, certificate of acknowledgement, or proof of the annexed instrument, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York: that pursuant to law and commission, or a certificate of his appointment and qualifications and his autograph signature, have been filed in my office: that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations to receive and certify the acknowledgement of proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this state, to protect notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts at Buffalo.

This 23rd day of March 2015

N.P. No. 5183

Christopher L. Jacobs
ERIE COUNTY CLERK

EGCO BLUE-602 (Rev. 1/12) ECC

Frank A. Sedita, III, DBA, ERIE COUNTY DISTRICT ATTORNEY

TIMOTHY N. HALL
Notary Public - State of New York
Reg. No. 04HA627Y139
Qualified in Erie County
Commission Expires Oct. 20, 2016

EXHIBIT A

TYPE Last Name, BORK JR. NATHAN First MI

to hereby p'adge and declare that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the position of

DEPUTY SHERIFF OFFICER

(Title of Position)

ERIE COUNTY SHERIFF'S OFFICE

(Department)

ding to the best of my ability.

OCTOBER 17, 1994

[Signature]
(Signature of Appointee)

PO 02 (Rev. 2002)

I, Marcus Anthony Gabriel Thompson
Accept this oath by
Signed Nathan Bork

DATE: 3/16/2015
TIME: 1:38:43 PM
RECEIPT: 15040440

ACCOUNT #: 0

ITEM - 01 SERVICE

SEARCH COMPUTER/COURT 2-YR 5.00

Subtotal 5.00

TOTAL DUE \$5.00
PAID TOTAL \$5.00
PAID CASH \$5.00

REC BY: Lynn
COUNTY RECORDER

CHRISTOPHER L. JACOBS, ERIE COUNTY CLERK
REF:

EXHIBIT B

I, Marcus Anthony Gabriel Thompson
Accept this oath by signed
Daniell Klempe

KLEMP,	DANIEL	A.
<i>(PRINT)</i>	LAST NAME,	FIRST NAME
		MI

I do hereby pledge and declare that I will support the Constitution of the United States, and the Constitution of the State of New York, and that I will faithfully discharge the duties of the position of:

DEPUTY SHERIFF CRIMINAL

(TITLE OF POSITION)

ERIE COUNTY SHERIFF'S OFFICE

(DEPARTMENT)

according to the best of my ability.

Dated 12-16-13

FORM PO 62 BLANK (Rev. 7/13)


(SIGNATURE OF APPOINTEE)

Oath of Office #309

EXHIBIT C

BUFFALO CITY COURT OF ERIE COUNTY
THE PEOPLE OF THE STATE OF NEW YORK
VS

NUMBER: 135262

THOMPSON, MARCUS A

02/24/1979

DEFENDANT

DATE OF BIRTH

204 GREY STREET

002553270P

ADDRESS

NYSID NUMBER

BUFFALO NY 14211

03/26/2014

CITY STATE ZIP

DATE OF ARREST/ISSUE

DOCKET NUMBER: 2014ER004578M

SUMMONS NO:

195.05 110-155.25

ARRAIGNMENT CHARGES

CASE DISPOSITION INFORMATION:

DATE	COURT ACTION	JUDGE	PART
05/27/2014	RESV CAL	WRAY, D	3P
06/27/2014	D-160.50	WRAY, D	7

**CHARGES DISMISSED AND SEALED
NO PUBLIC RECORD**

I HEREBY CERTIFY THAT THIS IS A TRUE EXCERPT OF THE RECORD ON FILE IN THIS COURT.

Sharon L. Thomas
COURT OFFICIAL SIGNATURE AND SEAL

11/24/2014

DATE

FEE: 5.00

(CAUTION: THIS DOCUMENT IS NOT OFFICIAL UNLESS EMBOSSED WITH THE COURT SEAL OVER THE SIGNATURE OF THE COURT OFFICIAL.)

EXHIBIT D

TIMOTHY B. HOWARD
SHERIFF

MARK N. WIPPERMAN
UNDERSHERIFF



SHERIFF OF ERIE COUNTY

ADMINISTRATIVE OFFICES
TEN DEFLAVIARE AVENUE
BUFFALO, NEW YORK 14202-2000
(716) 858-7510
FAX (716) 858-7600
POLICE SERVICES
ONE SHERIFF'S DRIVE
ORCHARD PARK, NEW YORK 14217
(716) 662-5554
FAX (716) 662-8477
WEBSITE: <http://www.erie.gov/sheriff>

Date: 2/3/15

ERIE COUNTY
HOLDING CENTER
2015 FEB - 3 AM 11:00

To whom it may concern:

This letter will introduce Thompson, Marcus, Date of Birth 2/24/79

This person was incarcerated at the Erie County Holding Center on the following dates:
from 3/26/14 to 3/27/14, then was subsequently
released on bail by a Judge or Justice, of the City, Town, Village, County of Erie, Supreme
Court, State of New York.

Sincerely,

Records and Booking

RECEIVED
ERIC COUNTY
SHERIFFS OFF

2015 MAR 27 PM 1:0

F	\$7.19	US POSTAGE
	MAR 23 2015	Mailed from ZIP 14208
	2 oz First-Class Flats Rate	
		
	endicia.com	071V00763554
USPS FIRST-CLASS		
Minister Markhu Ali c/o 1440 Jefferson Ave Buffalo, NY 14208		14208
Return Receipt Requested		C026
SHIP TO: Timothy B. Howard dba Eric County Sheriff 10 Delaware Ave Buffalo, NY 14202-3913		
		

USPS CERTIFIED MAIL



9414 7102 0079 3508 0032 74



Powered By  endicia



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ

COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 20, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>State of New York v. County of Erie</i>
Document Received:	Notice of Claim
Name of Claimant:	State of New York Office of the Attorney General Main Place Tower 350 Main Street, Suite 300A Buffalo, New York 14202
Claimant's attorney:	Richard B. Friedfertig, Esq. New York State Attorney General Main Place Tower, Suite 300A 350 Main Street Buffalo, New York 14202

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: 
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

Comm. 10D-7
Page 28 of 68

Supreme Court of the State of New York
County of Erie

STATE OF NEW YORK,
Plaintiff

This paper received at the
Erie County Attorney's Office
from Kanifer Hill on
the 26 day of March 2015
at 11:55 a.m./p.m.
Kenneth R. Kachy
Assistant County Attorney

NOTICE OF CLAIM

-vs-

COUNTY OF ERIE,
Defendant

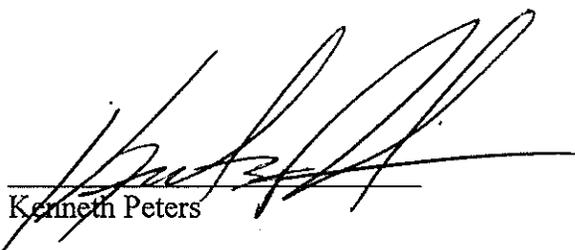
1. The Claimant is the State of New York, and the local address of the claimant above is State of New York, Office of the Attorney General, Main Place Tower, 350 Main Street, Suite 300A, Buffalo, New York 14202.
2. Assistant Attorney General Richard B. Friedfertig, of counsel to New York State Attorney general Eric T. Schneiderman, appears for plaintiff, at same address as above.
3. The claim arose on February 26, 2015, at or about 7:30 AM, when a NYS Vehicle was damaged as a result of numerous significant potholes in the roadway, causing damage to the vehicle as described below.
4. The claim arose on February 26, 2015 at about 7:30 AM, when a 2011 Ford Fusion, owned by the State of New York, and being operated by New York State Office of the Attorney General Investigator Kenneth Peters in the course and scope of his duties, was damaged when it came into contact with a series of large and deep potholes in the roadway. The vehicle was then being operated westbound on Porterville Road near West Blood Road in the Town of Elma, at or near the intersection of West Blood Road and Porterville Road in the Town of Elma, at or near the bridge over the Buffalo River.
5. The incident occurred on a road owned by the County of Erie, who is also responsible for (inter alia) maintenance and repair of it as well.
6. The damages are as follows: 2 wheel rims, 2 hubcaps, 20 lugnuts, wheel adjustment, towing and 2 tires and associated expenses (see bills attached hereto) Total damages are \$1,307.33.

By reason of the foregoing, Claimant was damaged in the amount of \$1,307.33 and this Claim and demand is hereby presented for adjustment and payment. If that amount is not paid within

the time limits provided by law from the date of presentation to you, the claimant intends to commence an action on this claim.

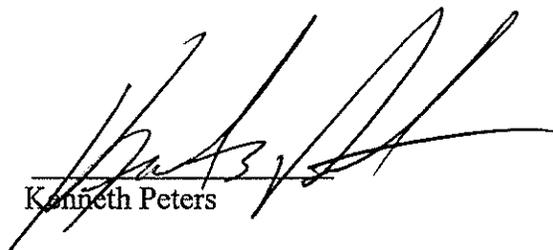
Dated: March 26, 2015

Buffalo, New York

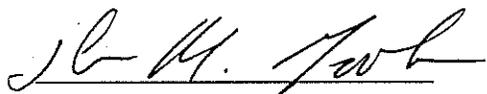

Kenneth Peters

Verification

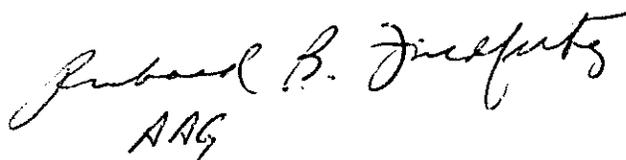
Kenneth Peters, being duly sworn, deposes and says that he is authorized to submit this Notice of Claim on behalf of the State of New York. Further, that he has read the foregoing Notice of Claim and knows the contents thereof, that the same is true of his own knowledge, except as to matters stated to be alleged upon information and belief, and that as to those matters, deponent believes it to be true.


Kenneth Peters

Sworn to before me
this 26th day of March, 2015



DONNA M. GOODMAN
Notary Public, State of New York
No. 4967897
Qualified in Erie County
Commission Expires June 11, 2018


AAG

 **DON'T PEEL STICKER FROM FRONT - SEE BACK!**

113447

Keep this document to show to the police and courts.



GE206986



06/30/15

6

3FAHP0HG6BR322490
2011 FORD 4DSD
FLH6556 PAS 7 G

15



NEW YORK STATE REGISTRATION DOCUMENT

G PAS
FLH6556
2011 FORD NONTRANSFERABLE
4DSD BK 3FAHP0HG6BR322490
003426 F 6 GE206986 MAY 08 2014
Wt/Seats Fuel/Cyl KAF UTD744

Expires 06/30/15

NYS ATTORNEY GENERAL
STATE CAPITOL
ALBANY NY 12224

27.50

ANNUAL CHG
AMT PAID (INCL ADD CHG)

GE206986 VOID IF ALTERED EXCEPT FOR ADDRESS

111.50





DON'T PEEL STICKER FROM FRONT - SEE BACK!

7100 115771
Keep this document to show to the police and courts.



FX499836



NEW YORK STATE REGISTRATION DOCUMENT



06/30/14

6

3EAHP0HG6BR322490
2011 FORD 4DSD
FLH6556 PAS 7 G

14

G PAS
FLH6556
2011 FORD NONTRANSFERABLE
4DSD BK 3EAHP0HG6BR322490
003426 F 6 FX499836 MAY 01 2013
WV State Fuel/Cyl DJH-UTD744
Expires 06/30/14
NYS ATTORNEY GENERAL 27.50
STATE CAPITOL
ALBANY NY 12224
ANNUAL CHG...
AMT PAID (INCL ADD CHG)
FX499836 VOID IF ALTERED EXCEPT FOR ADDRESS 112.00



**NEW YORK STATE INSURANCE IDENTIFICATION CARD
994 - Self Insurer**

The State of New York
All Owned Motor Vehicles

The State of New York is Self Insured for motor vehicle accidents. Proof of insurance is not required according to Section 360 of the Motor Vehicle & Traffic Law. All inquiries should be directed to NYS Office of General Services, Bureau of Risk and Insurance Management, 40th Floor, Corning Tower, Albany, NY, 12242.

OGS BUREAU OF RISK AND INSURANCE MANAGEMENT

Repair Details

2011 FORD FUSION

Vendor: BACH'S TOWING
Independent Vendor
930 MAPLE RD
ELMER NY 14059
Phone : (716) 652-8800
Fax : (716) 652-5225

PO#: 52163512 Client: 5J54 Vehicle No: 113447 Client Vehicle No :
Lic Plate: DIVISION: 01 PREFIX: Hour Meter:
Customer PO#: Driver: Ken Peters Odometer: 94500
Months in Service: 45 Date: 02/26/2015 Repair Date: 02/26/2015
Status: Paid Replacement Vehicle: Replacement Vehicle Status:
Process Date: 02/26/2015 Invoice#: 12948
Repair#: 52946379 Store Order No: Shop Contact: JIM

Quantity	Cost	Description	Type	ATA Code	Correction	Cause
1	117.5	TOWING		1D001002	TOWING	ROAD SERVICE

Total : \$117.50.

* ATA = American Trucking Association. Industry standard codes used to categorize maintenance repairs.
* Amounts reflect denominations based on country of origin.

GOODYEAR AUTO SERVICE CENTER

BY GOODYEAR
 120 GREY ST
 EAST AURORA, NY 14052-2137
 (716)652-7030, NY REG# R5150482
 FEDERAL TAX ID# 340253240
 www.GoodyearAutoService.com



DELIVERY RECEIPT

009097
 0453-009101-009097
 PAGE: 01

02/26/15 02/27/15
 09:14 AM 03:55 PM
 TERR: 0453
 NONSIG: 900453 HY

DELIVERY RECEIPT**DO NOT PAY***

BILL TO: AUTOMOTIVE RENTALS INC

SHIP/DELV TO: NYS
 107 DELAWARE AVE
 BUFFALO, NY 14202

PHONE 1..... (716)200-3184
 PHONE 2.....
 DATE REQUESTED 02/26/15
 TIME REQUESTED
 RETURN PARTS.. YES
 SALESMAN..... 050 / 051
 VEHICLE TYPE...AUTO
 BUYER/DRIVER.. KEN PETERS
 VEH/FLEET/TRLR 113447
 AUTHOR PHONE # 1877FLEET74
 VIN #..... 3FAHP0HG6BR322490
 CREDIT CARD LI NA

VEH YEAR/MAKE. 11 FORD
 VEHICLE MODEL. FUSION S
 VEHICLE COLOR. BLACK
 LICENSE/STATE. GLH 6556 / NY
 ODOMETR IN/OUT 094850 / 094850
 VEHICLE ID #.. 3FAHP0HG6BR322490
 CUSTOMER NO... 0800-000201171
 PO/SC/COUPON/I 52163547
 LESSEE/CLIENT 5J54-01
 AUTHORIZED BY. SARAH FLEET
 COUPON MILEAGE NA

SLSM	TECH	PRODUCT CODE	QTY	DESCRIPTION	PARTS	LBR/EXCISE	LINE TOTAL
051	052	077-520	1	LUBE-OIL-FILTER CHANGE(UP TO 5 QTS)	20.75	7.20	27.95
		INCLUDES 5W20,5W30,10W30,10W40					
		SYN BLEND INCLUDES 5W20,5W30,10W30,10W40					
		VMSB5W2055	5.00	MAXLIFE			
		API-SN/RC					
		27502MP	1.00	OIL FILTER			
051	052	077-283	1	OIL PER QUART	3.50	.00	3.50
		VMSB5W2055	1.00	MAXLIFE			
		API-SN/RC					
051	052	040-220	2	AUTO WHEELS	221.00	.00	442.00
		BW03796	2.00	RIMS			
051	052	047-200	1	OE STYLE HUBCAPS (2)	154.00	.00	154.00
		BW07052	2.00	HUBCAPS			
051	052	047-200	1	LUG NUTS (20)	179.80	.00	179.80
		BE5Z1012A	20.00	LUG NUT			
051	052	078-162	1	COMPUTERIZED 4 WHL ALIGN (INCL REAR ADJ)	.00	74.95	74.95
051	052	047-100	1	REF 157996 022615 FOR TIRES/INSTALLATION	.00	.00	.00
		LABOR					

CONTINUED NEXT PAGE

\$ 987.20

GOODYEAR AUTO SERVICE CENTER

**INVOICE
157996**

BY GOODYEAR
120 GREY ST
EAST AURORA, NY 14052-2137
NY REG# R5150482
FEDERAL TAX ID# 340253240
(716)652-7030 HOURS 7:30-8MON-FRI,8-5SAT,9-5SUN
www.GoodyearAutoService.com



PAGE: 01

BILL TO: NYS
BRIAN BENSTEAD
STATE CAPITAL
ALBANY, NY 12224

PHONE 1..... (518)944-1705 EXT.	VEH YEAR/MAKE. 11 FORD	ODOMETER IN/OUT 094850 / 94850
PHONE 2..... (518)782-7525 EXT.	VEHICLE MODEL. FUSION SE	VEHICLE IN..... 02/26/15 11:34 AM
RETURN PARTS.. NO	VEHICLE COLOR. BLACK	VEHICLE OUT.... 02/27/15 03:42 PM
PRIOR INVOICE. 155697	LICENSE/STATE. FLH6556 / NY	TERR/NONSIG... 0453/900453
ST INSP EXP DT. 04/2018	DATE REQUESTED 02/26/15	TIME REQUESTED
SALESMAN..... 002 / 051	GS/AN NUMBER G0002120	

ACCOUNT # COB TC CUST# TYPE/STATE AUTHORIZATION CREDIT CARD NO.
045300005 V 01 00383 3 NY 070497 0410

SLS TECH	PRODUCT CODE	BC QTY	DESCRIPTION	UNIT PRICE	LBR/EXCISE	LINE TOTAL
002	413-509-329-0	G 2	225/50R17 94V SL ASSUR COMTRD TOURING QTY. 2 NO. M740KH1R0215	141.04	.00	282.08
002 052	044-100	R 2	MOUNT DISMOUNT	.00	8.50	17.00
002 052	044-100	R 2	WHEEL BALANCE	.00	10.00	20.00
002 052	040-232	R 2	TIRE PRESSURE MONITOR KIT	5.00	5.00	20.00

SUMMARY:

PARTS TOTAL..... 292.08
LABOR TOTAL..... 47.00
CHARGED AMOUNT 339.08
TAXABLE AMOUNT .00
SUB TOTAL..... 339.08
SALES TAX(0.000%) .00

X-----
CUSTOMER AUTHORIZATION FOR TOTAL

INVOICE TOTAL

\$339.08

Thank you for your business! If you are not 100% satisfied,
please contact the store manager, David Quinn, at (716)652-7030

SALES ASSOC(S):	002 DAVID Q.	TREAD DEPTH L/F.....	11/32	R/F....	11/32
TECHNICIAN(S):	052 TRAVIS S.	TREAD DEPTH L/R.....	10/32	R/R....	10/32

Goodyear or third parties on its behalf will use your information to send you promotion reminders. Call 1-800-344-9859 to
unsubscribe

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED
SEE REVERSE SIDE FOR IMPORTANT SAFETY WARNING AND WARRANTY INFORMATION

GOODYEAR AUTO SERVICE CENTER

BY GOODYEAR
 120 GREY ST
 EAST AURORA, NY 14052-2137
 (716) 652-7030, NY REG# R5150482
 FEDERAL TAX ID# 340253240
 www.GoodyearAutoService.com



DELIVERY RECEIPT
009097 TC 75

0453-009101-009097
 PAGE: 02

02/26/15 02/27/15
 09:14 AM 03:55 PM
 TERR: 0453
 NONSIG: 900453 HY

DELIVERY RECEIPT**DO NOT PAY***

<u>SLSM</u>	<u>TECH</u>	<u>PRODUCT CODE</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PARTS</u>	<u>LBR/EXCISE</u>	<u>LINE TOTAL</u>
051	052	047-100	1	REF 157996 022615 FOR TIRES/INSTALLATION		CONTINUED	
051	052 LABOR	047-100	1	SUGGEST FRONT BRAKES-FLEET DECLINED	.00	.00	.00

X-----
 BUYER/DRIVER SIGNATURE

AUTHORIZED BY. .
 AUTH PHONE....
 REPAIRS DESC..

AUTH REC'D BY. JEFFREY J
 AUTH DATE.....

MANNER REC'D.. .
 AUTH TIME.....

**SEE REVERSE SIDE FOR IMPORTANT SAFETY
 WARNING AND WARRANTY INFORMATION**



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ

COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 20, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

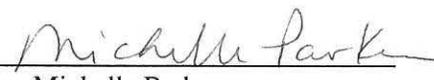
In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Witkowski, Jennifer v. County of Erie, et al.</i>
Document Received:	Summons and Complaint
Name of Claimant:	Jennifer N. Witkowski 242 Emporium Avenue West Seneca, New York 14224
Claimant's attorney:	Anthony J. Zitnik, Jr., Esq. Law Office of J. Michael Hayes 69 Delaware Avenue, Suite 1111 Buffalo, New York 14202

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: 
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

Comm. 10D-7
Page 37 of 68

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

JENNIFER N. WITKOWSKI
242 Emporium Avenue
W. Seneca, New York 14224

**AMENDED
SUMMONS**

Plaintiff,

Index No: 804127/2015

-vs-

KENNETH R. CARPENTER
324 Martin Road
Hamlin, New York 14464

PENSKE TRUCK LEASING CORPORATION
C/O CT Corporation Services Company
80 State Street
Albany, New York 12207

PENSKE TRUCK LEASING, CO., L.P.
C/O CT Corporation Services Company
80 State Street
Albany, New York 12207

RELIANCE STEEL & ALUMINUM COMPANY
350 South Grand Avenue
Suite 5100
Los Angeles, CA 90071

EARLE M. JORGENSEN COMPANY
C/O CT Corporation System
111 Eighth Avenue
New York, New York 10011

COUNTY OF ERIE
Rath Building
95 Franklin Street
Buffalo, New York 14202

Defendants.

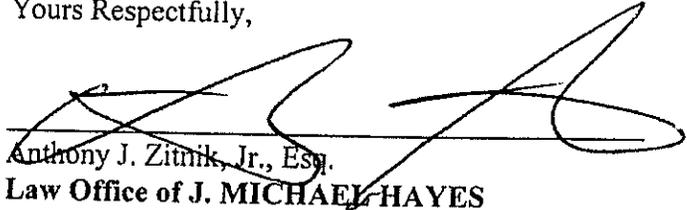
TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED, to answer the complaint in this action, and to serve a copy of your answer, or, if the summons is not served with a complaint, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after service of this summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Erie County is designated as the place of trial on the basis of the residence of the Plaintiff who resides in Erie County, New York.

DATED: Buffalo, New York
April 14, 2015

Yours Respectfully,



Anthony J. Zitnik, Jr., Esq.

Law Office of J. MICHAEL HAYES

Attorneys for Plaintiff

69 Delaware Avenue, Suite 1111

Buffalo, New York 14202

Telephone: (716) 852-1111

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

JENNIFER N. WITKOWSKI,

Plaintiff,

**AMENDED
COMPLAINT**

vs.

Index No. 804127/2015

PENSKE TRUCK LEASING CORPORATION,
PENSKE TRUCK LEASING, CO., L.P.,
RELIANCE STEEL & ALUMINUM COMPANY,
EARLE M. JORGENSEN COMPANY and
KENNETH R. CARPENTER and
COUNTY OF ERIE

Defendants.

Plaintiff above named, by her attorneys, J. MICHAEL HAYES, for her Complaint against the Defendants herein alleges:

1. Presently and at all times hereinafter mentioned, Plaintiff, JENNIFER N. WITKOWSKI, was a resident of the Town of West Seneca, County of Erie and State of New York.
2. Upon information and belief, presently and at all times hereinafter mentioned, the Defendant, KENNETH R. CARPENTER, was a resident of the County of Monroe and State.
3. Upon information and belief, presently and at all times hereinafter mentioned, the Defendant, PENSKE TRUCK LEASING CORPORATION, was a foreign business corporation authorized to do business in the State of New York.
4. Upon information and belief, presently and at all times hereinafter mentioned, the Defendant, PENSKE TRUCK LEASING CO., L.P., was a foreign limited partnership authorized to do business in the State of New York.

5. Upon information and belief, presently and at all times hereinafter mentioned, the Defendant, RELIANCE STEEL & ALUMINUM COMPANY, was a foreign corporation not authorized to do business in the State of New York.

6. Upon information and belief, presently and at all times hereinafter mentioned, the Defendant, EARLE M. JORGENSEN COMPANY, was and is a foreign business corporation authorized to do business in the State of New York.

7. Upon information and belief, on August 18, 2014 and prior thereto, Defendant, PENSKE TRUCK LEASING CORPORATION, was the registered owner of a 2014 Freight Truck bearing Indiana license plate number 2144566.

8. Upon information and belief, on August 18, 2014 and prior thereto, Defendant, PENSKE TRUCK LEASING, CO. L.P., was the registered owner of a 2014 Freight Truck bearing Indiana license plate number 2144566.

9. Upon information and belief, the aforementioned Freight Truck registered to and/or owned by PENSKE TRUCK LEASING CORPORATION was leased to Defendant, RELIANCE STEEL & ALUMINUM COMPANY.

10. Upon information and belief, the aforementioned Freight Truck registered to and/or owned by PENSKE TRUCK LEASING, CO., L.P., was leased to Defendant, RELIANCE STEEL & ALUMINUM COMPANY.

11. Upon information and belief, on August 18, 2014, Defendant KENNETH R. CARPENTER was operating the aforementioned 2014 Freight Truck bearing Indiana license plate number 2144566 with the permission and consent of the registered owner and/or owner of the vehicle, PENSKE TRUCK LEASING CORPORATION and/or PENSKE TRUCK LEASING, CO., L.P.

12. Upon information and belief, Defendant, KENNETH R. CARPENTER was an employee of the Defendant, RELIANCE STEEL & ALUMINUM COMPANY.

13. Upon information and belief, Defendant, KENNETH R. CARPENTER was an employee of the Defendant, EARLE M. JORGENSEN COMPANY.

14. Upon information and belief, Defendant, KENNETH R. CARPENTER, was operating the aforementioned Freight Truck in the course of his employment with Defendant, RELIANCE STEEL & ALUMINUM COMPANY.

15. Upon information and belief, Defendant, KENNETH R. CARPENTER, was operating the aforementioned Freight Truck in the course of his employment with Defendant, EARLE M. JORGENSEN COMPANY.

16. Upon information and belief, on or about August 18, 2014 at approximately 10:02 a.m., the 2014 Freight Truck owned by Defendant, PENSKE TRUCK LEASING CORPORATION and/or PENSKE TRUCK LEASING CO., L.P., leased by Defendants RELIANCE STEEL & ALUMINUM COMPANY and/or EARLE M. JORGENSEN COMPANY and operated by Defendant, KENNETH R. CARPENTER, came in contact with a motor vehicle operated by the Plaintiff, JENNIFER N. WITKOWSKI on Walden Avenue at or near its intersection with Central Avenue.

17. Upon information and belief, the aforementioned accident was caused or contributed to by the negligence and careless conduct of the Defendants, PENSKE TRUCK LEASING CORPORATION, PENSKE TRUCK LEASING CO., L.P., RELIANCE STEEL & ALUMINUM COMPANY, EARLE M. JORGENSEN COMPANY and KENNETH R. CARPENTER, their agents, servants and/or employees.

18. Upon information and belief, the COUNTY OF ERIE claims a recovery right and/or "lien" out of any resolution in the above matter by virtue of medical expenses it claims to have incurred.

19. Upon information and belief, the Defendant, COUNTY OF ERIE, is a necessary party to this action in that, for and before complete recovery may be accorded, the Defendant, COUNTY OF ERIE's, claims for medical reimbursement must be considered, finalized, allocated and determined by way of compromise, settlement and/or Court determination and said Defendant has refused to join as a party plaintiff.

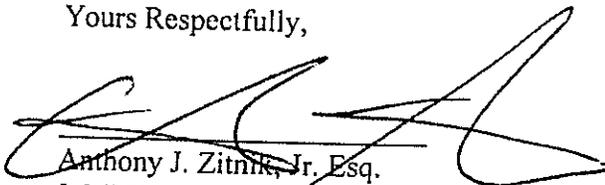
20. Upon information and belief, this action falls within one or more of the exceptions enumerated in Article 16 of the CPLR and/or said article is inapplicable to the within action.

21. That as a result of the foregoing, the Plaintiff, JENNIFER N. WITKOWSKI, sustained severe and serious personal injuries including a "serious injury" and economic loss in excess of "basic economic loss" as defined by Article 51 of the New York Insurance Reparations Law all to her damage in a sum in excess of the jurisdictional limits of the lower courts of this state.

WHEREFORE, Plaintiff, JENNIFER N. WITKOWSKI, demands judgment against the Defendants, PENSKE TRUCK LEASING CORPORATION, PENSKE TRUCK LEASING CO., L.P., RELIANCE STEEL & ALUMINUM COMPANY, EARLE M. JORGENSEN COMPANY, KENNETH R. CARPENTER and COUNTY OF ERIE, for a sum in excess of the jurisdictional limits of all lower courts, together with the costs and disbursements, and such other and further relief as this Court deems just, proper and equitable.

Dated: BUFFALO, NEW YORK
April 14, 2015

Yours Respectfully,



Anthony J. Zitnik, Jr. Esq.

J. MICHAEL HAYES

Attorneys for Plaintiff

Office and P.O. Address:

69 Delaware Avenue – Suite 1111

Buffalo, New York 14202

(716) 852-1111

Comm. 10D-7

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COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ

COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 21, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Davis, Dominique v. County of Erie, Erie County Sheriff's Office, Erie County Holding Center</i>
Document Received:	Notice of Claim
Name of Claimant:	Dominique Davis 32 Linda Drive, Apt. 5 Cheektowaga, New York 14225
Claimant's attorney:	Robert J. Maranto, Jr., Esq. Andrews, Bernstein, Maranto & Nicotra, PLLC 420 Franklin Street Buffalo, New York 14202

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: 
Michelle Parker
First Assistant County Attorney

MMP
Enc.

Comm. 10D-7
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**STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE**

DOMINIQUE DAVIS
32 Linda Dr, Apt 5
Cheektowaga, NY 14225,

Claimant,

NOTICE OF CLAIM

vs.

ERIE COUNTY
95 Franklin Street, Rm 1634
Buffalo, NY 14202

ERIE COUNTY SHERIFF'S DEPARTMENT
10 Delaware Ave
Buffalo, NY 14202

ERIE COUNTY HOLDING CENTER
40 Delaware Ave
Buffalo, NY 14202

Respondents.

PLEASE TAKE NOTICE, that the Claimant, DOMINIQUE DAVIS, hereby intends to file a claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S DEPARTMENT, and the ERIE COUNTY HOLDING CENTER, and in support of said claim state the following:

1. The Post Office address of the Claimant, DOMINIQUE DAVIS is 32 Linda Dr, Apt 5, Cheektowaga, NY 14225.
2. The attorneys for the Claimants are Andrews, Bernstein, Maranto & Nicotra, PLLC, 420 Franklin Street, Buffalo, New York 14202, Telephone (716) 842-2200.
3. The Claim arose as follows: On February 2, 2015, Claimant DOMINIQUE DAVIS, was exiting the ERIE COUNTY HOLDING CENTER. Upon information and belief, ERIE COUNTY and the ERIE COUNTY SHERIFF'S DEPARTMENT own, operate, supervise and/or maintain the premises on and around 40 Delaware Ave, Buffalo, NY 14202.

4. The incident occurred while Claimant, DOMINIQUE DAVIS, was leaving the holding center and walking down the front, left steps. The steps were covered in snow and ice. This incident was caused by the negligence, carelessness, and recklessness of ERIE COUNTY, ERIE COUNTY SHERIFF'S DEPARTMENT, and the ERIE COUNTY HOLDING CENTER, and/or their agents, servants and/or employees as follows:

- a. The respondents and/or their agents, servants, or employees were negligent in creating or maintaining a dangerous condition in the subject area, to wit: failing to properly caution the condition of the entrance and exit and/or failing to warn the Claimant of the dangerous and hazardous conditions in the subject area;
- b. The respondents and/or their agents, servants, or employees were negligent in failing to maintain the entrance, exit, and subject area in a reasonably safe condition;
- c. The respondents and/or their agents, servants, or employees were negligent in failing to salt or shovel the entrance, exit, and subject area steps;
- d. The respondents and/or their agents, servants, or employees were negligent in failing to recognize a known dangerous and hazardous condition;
- e. The respondents and/or their agents, servants, or employees were negligent in failing to take proper measures to correct the dangerous and hazardous condition in the entrance, exit, and subject area;
- f. The respondents and/or their agents, servants, or employees were negligent in providing supervision of the entrance, exit, and subject area;
- g. The respondents and/or their agents, servants, or employees were negligent in failing to create a safe environment for visitors, and,
- h. The Respondents were otherwise negligent;

5. This Claim is for personal injuries, conscious physical and emotional pain and suffering of Claimant, DOMINIQUE DAVIS, as well as medical expenses and consequential

damages.

6. By virtue of the negligence and carelessness of ERIE COUNTY, ERIE COUNTY SHERIFF'S DEPARTMENT, and the ERIE COUNTY HOLDING CENTER, Claimant DOMINIQUE DAVIS was caused to suffer serious, significant and permanent injuries due to this incident, including but not limited to her back, bilateral shoulders, left knee, and ankles. Claimant DOMINIQUE DAVIS also suffered other injuries and complications as yet undetermined as a result of this accident and, and by reason of the same, Claimant sustained damages in an amount which cannot be reasonably calculated at this time.

7. By virtue of the negligence and carelessness of ERIE COUNTY, ERIE COUNTY SHERIFF'S DEPARTMENT, and the ERIE COUNTY HOLDING CENTER, Claimant has also incurred hospital and medical expenses and other necessary related expenses, the amount of which is undetermined to date.

WHEREFORE, Claimant requests that ERIE COUNTY, ERIE COUNTY SHERIFF'S DEPARTMENT, and the ERIE COUNTY HOLDING CENTER, compensate Claimant DOMINIQUE DAVIS for her injuries and loss.

Dated: Buffalo, New York
April 17, 2015

Yours, etc.,

ANDREWS, BERNSTEIN, MARANTO & NICOTRA, PLLC

By: 

Robert J. Maranto, Jr., Esq.
Attorney for Claimant
420 Franklin Street
Buffalo, New York 14202
(716) 842-2200

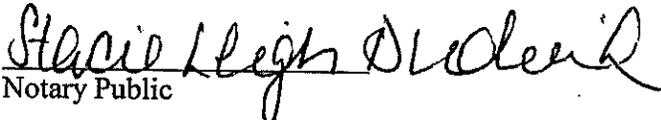
VERIFICATION

STATE OF NEW YORK :
COUNTY OF ERIE : ss.
CITY OF BUFFALO :

DOMINIQUE DAVIS, being duly sworn, deposes and says that she is the Claimant in this action for herself; that she has read the foregoing Notice of Claim in this action and knows the contents thereof; that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged on information and belief, and that as to those matters, she believes them to be true.


DOMINIQUE DAVIS

Sworn to before me this 17
day of April 17, 2015


Notary Public

STACIE LEIGH OUDERWICK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires December 30, 2017



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ

COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 23, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Jones, Denita D. v. Youth Detention – DSS</i>
Document Received:	Div of Human Rights Charge of Discrim
Name of Claimant:	Denita D. Jones 154 Midland Avenue, Upper Buffalo, New York 14223
Claimant's attorney:	Claimant is proceeding <i>pro se</i> .

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: *Michelle Parker*
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

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ANDREW M. CUOMO
GOVERNOR

NEW YORK STATE
DIVISION OF HUMAN RIGHTS

NEW YORK STATE DIVISION OF
HUMAN RIGHTS on the Complaint of

DENITA D. JONES,

Complainant,

v.

ERIE COUNTY, JUVENILE DETENTION CENTER,
Respondent.

VERIFIED COMPLAINT
Pursuant to Executive Law,
Article 15

Case No.

10174543

Federal Charge No. 16GB502257

I, Denita D. Jones, residing at 154 Midland Ave, Upper, Buffalo, NY, 14223, charge the above named respondent, whose address is 95 Franklin Street, Rm 604, Buffalo, NY, 14202 with an unlawful discriminatory practice relating to employment in violation of Article 15 of the Executive Law of the State of New York (Human Rights Law) because of sex.

Date most recent or continuing discrimination took place is 3/23/2015.

The allegations are:

1. I am female. Because of this, I have been subject to unlawful discriminatory actions.
2. In or around June 2010, I was appointed as temporary full time Youth Detention Worker assigned to 810 East Ferry Street Buffalo New York, the Erie County Detention Facility. I was well qualified for the position as I possess an Associates Degree in Criminal Justice and had been previously employed by respondent in this capacity on a part time basis since June 2010.
3. On or about 8/29/2014, respondent laid me off while none of the four similarly situated male employees at this site, all of whom were hired after me, were laid off. I believe respondent singled me out for layoff due to my gender.
4. I called Commissioner Gary Damon to request a part time position upon the advice of my union representative. Mr. Damon told me that he had been told there were too many females on that shift. I told him I had been the only female on my shift (3PM – 11PM) for the past six

months. After union intervention, respondent returned me to part time employment status on 10/04/2014.

5. There have been three full time permanent Youth Detention Worker positions available since January 2015. My ranking on the February 2014 county exam for this position was equal to that of four similarly situated male employees. One of these employees was ranked above me due to his social security number and I was ranked second on the list. Around the beginning of March 2015, the respondent offered one of these positions to the male employee ahead of me on the list and he declined the position. The respondent did not then offer me the position, although I was next on the list. I believe I was not offered the position due to my sex.

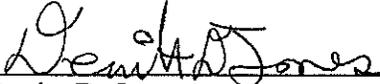
6. On or about 2/11/2015, respondent directed me to attend a hearing regarding allegations that I had falsified time records with regard to my unemployment claims. During the hearing, it was discovered that a discrepancy had occurred due to my confusion regarding work week start dates of the respondent and the Department of Labor. Respondent did not make a determination and told me further investigation was necessary.

7. On 3/23/2015, a respondent scheduler advised me that he had been directed by Mr. Damon to remove my name from the schedule and that a letter would be mailed to me. I have not received a letter to date. I have not been returned to the schedule or been advised of a hearing determination to date. I am aware that several male employees have also made similar errors with regard to time records and receipt of overpayments from unemployment and they were not brought to hearing by respondent or taken off the schedule. I believe respondent subjected me to differential treatment and discipline, and terminated my employment due to my sex.

Based on the foregoing, I charge respondent with an unlawful discriminatory practice relating to employment because of sex, in violation of the New York State Human Rights Law (Executive Law, Article 15), Section 296.

I also charge the above-named respondent with violating Title VII of the Civil Rights Act of 1964, as amended (covers race, color, creed, national origin, sex relating to employment). I hereby authorize SDHR to accept this verified complaint on behalf of the U.S. Equal Employment Opportunity Commission (EEOC) subject to the statutory limitations contained in the aforementioned law(s).

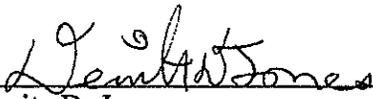
I have not commenced any other civil action, nor do I have an action pending before any administrative agency, under any state or local law, based upon this same unlawful discriminatory practice.



Denita D. Jones

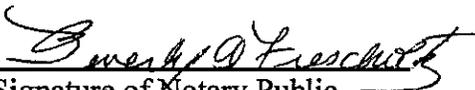
STATE OF NEW YORK)
COUNTY OF) SS:

Denita D. Jones, being duly sworn, deposes and says: that he/she is the complainant herein; that he/she has read (or had read to him or her) the foregoing complaint and knows the content thereof; that the same is true of his/her own knowledge except as to the matters therein stated on information and belief; and that as to those matters, he/she believes the same to be true.



Denita D. Jones

Subscribed and sworn to
before me this 13 day
of April, 2015



Signature of Notary Public

BEVERLY A. FRESCHOLTZ
Notary Public, State of New York
No. 01FR6187237
Qualified in Erie County
My Commission Expires May 19, 2016



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ

COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 23, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Eberhard, Nancy M. v. County of Erie, Town of Amherst, Buffalo and Erie County Public Library and Egbertsville-Snyder Library</i>
Document Received:	Notice of Claim
Name of Claimant:	Nancy M. Eberhard 170 Ridgewood Drive Snyder, New York 14226
Claimant's attorney:	David D. White, Esq. Sheffer, Murphy & White 10535 Main Street Clarence, New York 14031

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: *Michelle Parker*
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

Comm. 10D-7
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STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

NANCY M. EBERHARD

Claimant

NOTICE OF CLAIM

vs.

Index No. 00-1742/2015

ERIE COUNTY, NEW YORK,
TOWN OF AMHERST, NEW YORK, BUFFALO
AND ERIE COUNTY PUBLIC LIBRARY and
EGGERTSVILLE-SNYDER LIBRARY

APR 13 2015

Respondents

TO: ERIE COUNTY, NEW YORK
TOWN OF AMHERST, NEW YORK
BUFFALO AND ERIE COUNTY PUBLIC LIBRARY
EGGERTSVILLE-SNYDER LIBRARY

PLEASE TAKE NOTICE that NANCY M. EBERHARD, pursuant to the relevant statutes in such cases made and provided, DOES HEREBY MAKE CLAIM against Respondents, ERIE COUNTY, NEW YORK; TOWN OF AMHERST, NEW YORK; BUFFALO AND ERIE COUNTY PUBLIC LIBRARY; and EGGERTSVILLE-SNYDER LIBRARY, within the County of Erie, State of New York, and in support of such claim does state, swear and affirm the following:

FIRST CAUSE OF ACTION

1. That Claimant resides at 170 Ridgewood Drive, Snyder, New York 14226 (hereinafter "Claimant").

Respondents do operate, maintain, manage and/or control the "Eggertsville-Snyder Library" and its surrounding parking area, located at 4602 Main

Street, Snyder, New York 14226.

3. Respondents and their representatives, agents, employees, members, trustees, or contractors (collectively, "Respondents") supervise, maintain, operate, or otherwise open to the public a public library at 4622 Main Street, Town of Amherst, State of New York, commonly known as the "Eggertsville-Snyder Library".

4. Upon information and belief, Respondents own and maintain the reading and viewing materials offered to patrons and invitees for borrowing at or through the Eggertsville-Snyder Library.

5. That on or about January 27, 2015, Claimant visited the Eggertsville-Snyder Library with the intention of returning library books and borrowing different books.

6. That Claimant borrowed books from the Eggertsville-Snyder Library for the purpose of leisure reading at her home.

7. That Claimant relied upon Respondents to provide a building, surrounding walkways, parking areas, and grounds in good condition, appropriately maintained, conditioned, and fit for the purpose for which they were intended.

8. That after being within the library building for approximately thirty (30) minutes and upon completing her business at the Eggertsville-Snyder Library at approximately 4:30 p.m., the Claimant attempted to return to her automobile parked at the East exit door (handicapped entrance), but the area was covered with ice, causing Claimant to slip and resulting in a hard fall to Claimant's back. It was not precipitating as a result of any icy at the time of Claimant's arrival or upon her departure from the library building.

9. That the walkway and parking lot adjacent to the handicap entrance to the Eggerisville-Snyder Library was improperly maintained, or otherwise in poor condition and unfit for walking.

10. That Claimant slipped and fell on the ice as a result of the parking area being improperly maintained, in poor condition, or otherwise unfit for walking.

11. That Claimant suffered injuries as a result of the fall, and was transported to a nearby hospital for treatment where she was admitted.

12. That Claimant suffered trauma to her head upon information and belief causing a loss of consciousness and some difficulty speaking and/or speech arrest upon waking, closed head injury with interhemispheric subdural hematoma, pain to her head, neck, and left shoulder, cut left elbow, transient upper extremity weakness, two sore thumbs, and a sore tailbone, as well as various complications from those injuries, including fatigue, mild occipital headache, and other damages.

13. That as a result of the fall, Claimant has continued to suffer from pain or injury in and around the back of her head, fatigue, and was or is still unable to drive, perform normal work and household responsibilities, or be physically active, in the manner she was before the injury.

14. That as a result of the fall, Claimant has had to limit driving and other activities necessary for the functioning of her household and volunteer activities.

15. Respondents owed Claimant a duty to: (1) provide safe, properly maintained walkways and parking areas, including gutters and downspouts in the area of the library's handicap entrance and exit; and (2) monitor, control, supervise, train, and hold accountable, all agents, employees, representatives or contractors with

respect to maintenance of the parking area and walks leading to and from said library building.

16. Respondents knew or should have known that Eggertsville-Snyder Library patrons and invitees could be injured as a result of Respondents' failure to: (1) provide safe and properly maintained or conditioned walking areas for patrons and invitees; and (2) monitor, control, supervise, train, and hold accountable, all agents, employees, representatives, or contractors with respect to said maintenance.

17. Upon information and belief, Respondents failed to reasonably, timely, competently, or adequately: (1) provide safe and properly maintained or conditioned walking areas for patrons and invitees; (2) monitor, control, supervise, train and hold accountable all agents, employees, representatives, or contractors with respect to said maintenance.

18. Upon information and belief, Respondents negligently, carelessly, recklessly, and with callous disregard for the health and safety of its patrons and invitees, furnished a walkway and attached parking lot that was unsafe and not fit for walking, and failed to establish appropriate protocols for maintenance or conditioning said walking surface.

19. As a result of the above-detailed failures of Respondents, Claimant has suffered temporary and permanent injury and Claimant has incurred and will in the future incur expenses for medical care, and has otherwise been damaged or injured in a sum that cannot presently be calculated but that exceeds the jurisdiction of all lower courts.

20. Upon information and belief, Respondent, Erie County, New York

and the Town of Amherst, New York are municipalities whose present population does not exceed 1,000,000 persons, such that pursuant to General Municipal Law §50-e(2), the amount of damages to which Claimant deems herself entitled need not be stated herein.

21. That upon Respondents' failure to pay such claims within the statutory period provided therefore, it is Claimant's intention to commence an action against Respondents and against such others as may be liable therefore to recover the aforementioned damages sustained by Claimant.

WHEREFORE, Claimant respectfully requests that her claim be adjusted and paid as provided by law.

DATED: April 8, 2015
Clarence, New York

So sworn and affirmed:

By 
DAVID D. WHITE, ESQ., of Counsel
Attorney for Claimant
10535 Main Street
Clarence, NY 14031
(716) 759-1500

STATE OF NEW YORK)
COUNTY OF ERIE) ss

NANCY M. EBERHARD, being duly sworn, deposes and says that she is the Claimant in this action; that she has read the foregoing Notice of Claim and knows the contents thereof; that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged on information and belief, and that to those

... matters she believes it to be true. .

Nancy M. Eberhard
NANCY M. EBERHARD

Sworn to before me this
8th day of April, 2015.

Joanne Teller
Notary Public

JOANNE TELLER
Notary Public, State of New York
No. 077E5070355
Qualified in Erie County
My Commission Expires December 23, 2018



COUNTY OF ERIE

MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

MARK C. POLONCARZ

COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

April 30, 2015

Ms. Karen McCarthy, Clerk
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

Dear Ms. McCarthy:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	<i>Higgins, Kathleen v. County of Erie</i>
Document Received:	Notice of Claim
Name of Claimant:	Kathleen Higgins 286 Glencove Tonawanda, New York 14150
Claimant's attorney:	Tiffany M. Kopacz, Esq. Chiacchia & Fleming, LLP 5113 South Park Avenue Hamburg, New York 14075

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: *Michelle Parker*
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

Comm. 10D-7
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**STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE**

In the Matter of the Claim of:

KATHLEEN HIGGINS,
286 Glencove
Tonawanda, New York 14150

NOTICE OF CLAIM

Claimant,

-vs-

COUNTY OF ERIE,
95 Franklin Street
Buffalo, New York 14202

Respondent.

TO: COUNTY OF ERIE
95 Franklin Street
Buffalo, New York 14202

PLEASE TAKE NOTICE, that KATHLEEN HIGGINS has a claim against the COUNTY OF ERIE, New York, its officers, agents and/or employees, for personal injuries, psychological and emotional injuries and damages suffered by her as a result of the tortious conduct of Respondent, its officers, agents and/or employees, beginning on or about January 29, 2015 and continuing thereafter as follows:

1. The post office address of claimant is 286 Glencove, Tonawanda, New York 14150.
2. The name of the attorney for claimant is CHIACCHIA & FLEMING, LLP, Tiffany M. Kopacz, Esq., of counsel, post office address 5113 South Park Avenue, Hamburg, New York 14075, and telephone number (716) 648-3030.

3. Upon information and belief, beginning on or about December 8, 2014, claimant KATHLEEN HIGGINS was contacted by a Mr. Torres as investigator for Erie County Department of Social Services, Child Protective Services (CPS), purportedly to begin an investigation regarding the welfare of a child(ren) following a verbal argument that occurred between KATHLEEN HIGGINS, and her fiancée Timothy Ciffa.

4. Upon information and belief, Mr. Torres initiated contact with KATHLEEN HIGGINS as a result of the aforementioned verbal argument. However, KATHLEEN HIGGINS was not notified in writing by CPS or Mr. Torres of an actual complaint having been made, the nature of any such allegations or even that she was the subject of a complaint.

5. Upon information and belief, a second CPS investigation was initiated against KATHLEEN HIGGINS stemming from an incident on December 31, 2014 between her and her daughter's father's fiance. Torres did contact her during the first week of January 2015 to discuss the incident, although he never told her that a formal investigation was triggered by this incident.

6. Upon information and belief, Mr. Torres then continued to contact KATHLEEN HIGGINS purportedly on behalf of Respondent as the assigned CPS caseworker through the end of January 2015.

7. On or about January 29, 2015, KATHLEEN HIGGINS met with Mr. Torres, at his request, at Tim Hortons in Grand Island, New York, because he claimed that he needed to discuss the case. During this January 29th meeting, Mr. Torres began to make a series of sexual advances,

inappropriately touched claimant KATHLEEN HIGGINS on her legs and kept making sexual innuendos during their conversation. He also suggested that she go away on vacation with him when the case was closed and also asked her to go to New York City with him for Valentine's Day to see a Marc Anthony concert. At that time, he mentioned to claimant KATHLEEN HIGGINS that he had been suspended four years ago for being accused of inappropriate relations in another case, implying that he was open to exploring a sexual relationship with KATHLEEN HIGGINS. Although KATHLEEN HIGGINS was disturbed and shaken from this interaction, she felt threatened and fearful because the CPS investigation appeared to be ongoing.

8. From January 29, 2015 until approximately mid-February 2015, Mr. Torres repeatedly made phone calls and sent texts to claimant KATHLEEN HIGGINS of a personal nature, not necessarily relating to any matters pertaining to the open CPS investigation. On several occasions, Torres asked KATHLEEN HIGGINS to come over for sex or to meet him to have a drink. All of Torres' advances were declined by KATHLEEN HIGGINS, albeit under the constant fear and threat of potentially negative consequences to her open CPS case.

9. On or about February 27, 2015, Mr. Torres insisted that claimant KATHLEEN HIGGINS meet him in the parking lot of the Airport Plaza Jewelers on Union Road in Cheektowaga, New York, once again under the guise of discussing the status of her open CPS case. At that time, he again tried kissing and touching her inappropriately. On this occasion, when she voiced her repeated objections, he immediately became nervous and told KATHLEEN HIGGINS to make sure that all of his text messages and phone calls were deleted from her phone. He also told her very sternly that if she wanted her case to be "closed out", she needed to make sure she deleted everything and not to tell anyone about their interactions.

10. Following the February 27th meeting, KATHLEEN HIGGINS had limited contact with Torres wherein he told her (at least half a dozen times) that her case would be closed out. However, to date, upon information and belief, the CPS investigation against her has not been closed out. KATHLEEN HIGGINS has not heard from Mr. Torres since.

11. In or about April of 2015, a new CPS worker visited KATHLEEN HIGGINS at her home, who apologized for what happened and indicated that they were trying to close the case. It was at this time that KATHLEEN HIGGINS was informed that Mr. Torres was pulled from the case and further, that a second CPS investigation was initiated as a result of the December 31, 2014 incident. The status of both cases is currently unknown to claimant.

12. The respondent's negligence, in particular, but not in limitation thereof, consisted of the following: failing to properly and adequately investigate case files and ensure they are processed and closed promptly; failing to take necessary actions and precautions to ensure an appropriate level of contact and safety for the subjects of investigations by caseworkers, including claimant KATHLEEN HIGGINS; failing to promptly respond to complaints of potential and actual inappropriate conduct; failing to properly train and supervise its employees appropriately in conducting case investigations, failing to implement and/or enforce appropriate policies, rules and regulations to prevent the very occurrence alleged; failing to employ appropriate and adequate staff to investigate open cases; negligently hiring and retaining inexperienced and/or improper staff personnel, particularly staff who have previously demonstrated inappropriate handling of cases or inappropriate (including sexual) contact with subjects of investigations on prior occasions; causing, creating and maintaining a dangerous situation and increased risk of harm to

individuals being investigated, such as KATHLEEN HIGGINS; failing to have proper quality assurance processes; failing to properly supervise personnel and staff; failing to take such appropriate measures to avoid the very incident complained of, although having adequate opportunity to do so; failing to meet proper standards regarding caseloads, including number and proper handling; and otherwise acting in a negligent manner.

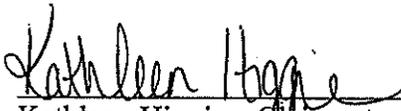
13. The tortious conduct of the Respondent, as stated aforesaid, in addition to negligence, also includes the intentional and/or negligent infliction of emotional distress.

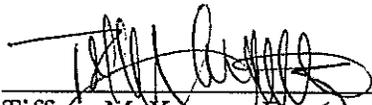
14. As a result of the respondent COUNTY OF ERIE's tortious conduct, claimant KATHLEEN HIGGINS suffered personal, psychological and emotional injuries and damages.

15. By reason of the foregoing, damages have been sustained by claimant KATHLEEN HIGGINS in an amount to be determined after trial and/or after further analysis of this claim. Claimant KATHLEEN HIGGINS also seeks punitive damages to the extent permissible by law.

16. This notice is made and served on behalf of claimant KATHLEEN HIGGINS in compliance with the provisions of Section 50-e of New York State General Municipal Law and such other laws and statutes as are in the case made and provided. Unless this claim is adjusted and paid within 30 days of its presentation, it is the intention of claimant KATHLEEN HIGGINS to commence action against respondent COUNTY OF ERIE.

Dated: April 27, 2015


Kathleen Higgins, Claimant

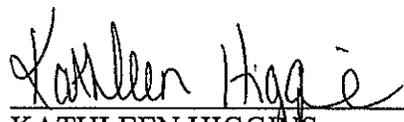

Tiffany M. Kopacz, Esq.
CHIACCHIA & FLEMING, LLP
Attorneys for Claimant
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Hamburg, New York 14075
Telephone: (716) 648-3030

VERIFICATION

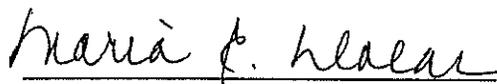
STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

KATHLEEN HIGGINS, being duly sworn, deposes and says:

1. That deponent is the Claimant in the within action.
2. That deponent has read the foregoing Notice of Claim and knows the contents thereof.
3. That the same is true to deponent's own knowledge except as to those matters therein stated to be alleged upon information and belief, and that as to those matters, deponent believes them to be true.


KATHLEEN HIGGINS

Sworn to before me this
27th day of April, 2015.


Notary Public

MARIA E. DOLAN
Notary Public, State Of New York
Qualified In Erie County
My Commission Expires March 3, 2018