

[AMENDED]

IN THE MATTER OF THE CLAIM OF

Acevedo	Javish
Acevedo	Miguel
Anderson	Marina
Ardito	Patricia
Barone	Jennifer & Joanne & John
Battaglia	Joseph
Benedetti	Emil
Bianco & Faria	Christine & Gilbert (respectively)
BiFulco	Debra & Frank
Bilello	Florence & Frank
Blackstone	Christine
Bonetti	Arthur
Borges	Maria Bexiga
Cabrijan	Ronald & Latelle
Capece	Caroline
Careccia	Anthony & Jacqueline
Catoggio	Phillip & Patricia
Corozzo	Anita
Dabrowski	Ewa
Durante	Thomas & Nancy
Feller	Anthony
Fernandez	Samuel & Tatiana
Fishman and Herb	Judith & Shari (respectively)
Fishman	Jeffrey
Gandelman	Michael & Galina
Garcia	Paul
Gili	Dawnmarie
Gise	Sandra
Gjenashi	Safet
Greentree Condominium	c/o JC Management
Grillman	Joseph & Baher

Heresi
Heresi
Jack
Johnson& Mendoza
Karchevsky
Kronengold
Lambert
Lika
Lombardi
McGuire
Meltser
Mitsopoulos
Mocerino
Munoz
Pico
Pirrone
Pizzarella
Quinones & Medina
Rodriguez
Shemberg
Shemberg
Spadafora
Tiongson
Doe
Doe

Salvador
Salvador A., JR
Joyce
Jessica & Hernan (respectively)
Michael
Marcia and Murray
Michael & Madeline
Skender
Michael & Sharon
Robert
Gregory
Aleksandra
Carmella, Salvatore, Anastasia
Roberto
Efrain
Maria Giuseppa & Girolama
Anne
Frances & Maria (respectively)
Mercedes
Esther
Rena
Kim
Russell
John
Jane
Et al., claimants,

-against-
THE CITY OF NEW YORK,
THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF EMERGENCY MANAGEMENT,
and the STATE OF NEW YORK,

respondents.

AMENDED NOTICE OF CLAIM/NOTICE OF INTENTION TO MAKE CLAIM

[Note: The claimant "Robert McGuire" has been added to this amended notice of claim and amended notice of intention to make claim. The original notice of claim and notice of intention to make claim were served on or about July 7, 2014.]

TO: CITY OF NEW YORK COMPTROLLER
One Centre Street
Rm. 1225
New York, NY 10007

CITY OF NEW YORK
CORPORATION COUNSEL
100 Church Street
New York, NY 10007

New York City Department of Environmental Protection
59-17 Junction Boulevard, 13th Floor
Flushing, NY 11373

New York City Department of Environmental Protection
886 St Nicholas Ave
New York, NY 10032

Office of Emergency Management
930 Flushing Avenue
Brooklyn, NY 11206

Office of Emergency Management
165 Cadmen Plaza East
Brooklyn, NY 11201

State of New York - **AMENDED NOTICE OF INTENTION TO MAKE CLAIM**
Office of the Attorney General
120 Broadway
New York, NY 10271

SIR(S): PLEASE TAKE NOTICE that the claimants herein hereby make claim and demand against the above-named respondents **as follows:**

1. The name and post office address of each claimant and of his/her attorney is:

CLAIMANTS:

All claimants reside in Lindenwood, Howard Beach, County of Queens, City of New York, zip code 11414 (hereinafter referred to as "the neighborhood"). Their exact street addresses are listed below. Upon information and belief, there are additional claimants that reside in the 11414 zip code district who also have claims that arise out of the same incident, the same negligence, the same actions, or the same failures to act, as those set forth herein, and have suffered the same or similar damages as those set forth herein. Respondents are asked to accept this notice of claim on behalf of all those who have suffered damages as result of the April 30, 2014 flood, both known and unknown (John Does and Jane Does) at this time, as there is no prejudice to respondent for doing same.

Acevedo	Javish	4	82nd St
Acevedo	Miguel	0	79th St
Anderson	Marina	0	79th St
Ardito	Patricia	2	83rd St
Barone	Jennifer & Joanne & John	3	79th St
Battaglia	Joseph	5	80th St
Benedetti	Emil		151st Ave
Bianco & Faria	Christine & Gilbert		151st Ave
BiFulco	Debra & Frank	3	81st St
Bilello	Florence & Frank		151st Ave
Blackstone	Christine		164th Ave
Bonetti	Arthur		81st St
Borges	Maria Bexiga		80th St
Cabrijan	Ronald & Latelle		153rd Ave
Capece	Caroline		80th St
Careccia	Anthony & Jacqueline		151st Ave
Catoggio	Philip & Patricia		82nd St
Corozzo	Anita		79th St
Dabrowski	Ewa		81st St
Durante	Thomas & Nancy		79th St
Feller	Anthony		79th St
Fernandez	Samuel & Tatiana		149th St

PII

Fishman and Herb	Judith & Shari	PII	82nd St
Fishman	Jeffrey		82nd St
Gandelman	Michael & Galina		151st Ave
Garcia	Paul		153rd Ave
Gila	Dawnmarie		79th St
Gise	Sandra		83rd St
Gjenashi	Safet		151 Ave
Greentree			
Condominium	c/o JC Management		153rd Ave
Grillman	Joseph & Baher		80th St
Heresi	Salvador		80th St
Heresi	Salvador A., JR		83rd St
Jack	Joyce		153rd Ave
Johnson& Mendoza	Jessica & Hernan		156th Ave
Karchevsky	Michael		153rd Ave
Kronengold	Marcia and Murray		82nd St
Lambert	Michael & Madeline		80th St
Lika	Skender		151st Ave
Lombardi	Michael & Sharon		79th St
McGuire	Robert		79th St
Meltser	Gregory		79th St
Mitsopoulos	Aleksandra		80th St
Mocerino	Carmella, Salvatore, Anastasia		82nd St
Munoz	Roberto		79th St
Pico	Efrain		151st Ave
Pirrone	Maria Giuseppa & Girolama		153rd Ave
Pizzarella	Anne		79th St
Quinones & Medina	Frances & Maria		79th St
Rodriguez	Mercedes	153rd Ave	
Shemberg	Esther	151st Ave	
Shemberg	Rena	151st Ave	
Spadafora	Kim	79th St	
Tiongson	Russell	151st Ave	

ATTORNEY

Nora Constance Marino, Esq.
 175 East Shore Road
 Great Neck, NY 11023
 ph.: 516-829-8399
 fax: 516-829-4699
 info@MarinoLawNY.com

2. The nature of the claim:

Claim for personal injuries, property damage, loss of property, cost of cleaning; cost of repairs, lost wages, loss of property values, and a compromised ability to obtain insurance, which may result in future damages, *inter alia*, arising out of an incident involving the of flooding of claimants' homes, premises, and property, both real and personal, which occurred on April 30, 2014, in the neighborhood known as Lindenwood, Howard Beach, County of Queens, City of New York, State of New York, zip code 11414, due to the negligence of the respondents herein.

3. The time when, the place where, and the manner in which the claim arose:

The incident initially occurred on April 30, 2014, in the neighborhood known as Howard Beach, County of Queens, City of New York, zip code 11414, after significant rainfall that day, when, following said heavy rain during the day, at or around between 6:00 and 10:00 p.m. (in some cases as early as 4:00 p.m., but in most cases approximately 7:00 p.m.), water started to rise inside the homes of claimants, continuing throughout the night, and did not start to recede until at or around between 12:00 and 6:00 a.m. in the morning of May 1 (in most cases, approximately between 2:00 and 4:00 a.m.). Depending on the area of the specific room and/or the specific home, water levels rose to levels between a few inches to six feet.

Said flood was caused by a defect and/or failure in the drainage and/or sewer system and/or sanitary and storm combined sewer system located at and/or throughout said neighborhood, or, the drainage and or sewer system and/or facility that is responsible for maintaining water, sewage, and drainage in the subject neighborhood. Respondents engaged in an act that caused the incident, or the respondents failed to engage in an act, and such

failure caused the incident. Respondents failed to properly man a facility; respondents failed to properly clean and/or maintain the subject sewers and/or drainage system in the neighborhood; respondents failed to properly control relevant valves, and/or gates, and/or dams, and/or other properties or materials pertaining to a sewage and/or drainage system; and were otherwise negligent.

Because of the negligence of respondents, claimants were caused to endure large amounts of water within their homes and/or garages, ranging from several inches to several feet, destroying and damaging massive amounts of property, and causing massive amounts of damage to the homes themselves, requiring repair, demolition, replacement, cleaning and mold removal, among other things. Further, the property values of respondents' homes are believed to have decreased dramatically due to this flood resulting from the negligence of the respondents.

Respondents created, caused, and allowed a dangerous and hazardous condition to exist and persist. That the negligence of respondents consisted of failing to properly and safely maintain and control the aforementioned sewer and/or drainage system; in allowing the existence of a condition which was known or should have been known to cause damage or destruction of property, or be inherently dangerous and/or hazardous; in allowing a condition to exist that posed a risk to the citizens and residents of the aforementioned neighborhood; in allowing the sewer and/or draining system to remain in a defective state and/or condition; in causing and permitting a dangerous condition; in failing to act in a reasonable and prudent manner; in creating a condition which caused claimants to be damaged; in negligently maintaining and/or repairing said sewer and/or drainage system, or in failing to entirely; in negligently inspecting said sewer and/or drainage system, or in failing to entirely; in failing to give any warning of the impending flood; in failing to properly prevent the subject flood.

Said incident was the result of the negligence and carelessness of the respondents herein, their agents, servants, and/or employees, in disregarding their duty to maintain the sewer and/or drainage system in a safe and proper manner; in failing to act as reasonable and prudent persons would have acted under the circumstances then and there existing; in failing to properly maintain and/or repair the above-identified location and surrounding areas in a safe and proper condition; in failing to properly inspect the above-identified location; in permitting said area and surrounding areas to become

dangerous and defective as described above, thus creating a dangerous and hazardous condition that caused significant losses; in undertaking to act and in so acting, failed to act in a reasonable and prudent manner; in creating a condition which caused claimants to lose significant amounts of personal property and suffer significant amounts of damage to real and structural property; in causing the existence of mold in claimant's homes and residences; in exposing claimants to harmful pathogens, bacteria, and other hazardous and unknown substances; in failing to give any warning of the hazardous condition. Said conduct, by permitting and allowing the above-identified dangerous condition to exist, thereby creating a hazardous and dangerous condition, and failing to repair, maintain, and control, shows a complete disregard for the safety and well-being of claimants.

Respondents had at least constructive notice of said condition but permitted same to remain uncorrected. Respondents had actual notice of said condition but permitted same to remain uncorrected. Respondents had prior written notice of said condition. Respondents caused and created the condition. Respondents knew the weather report called for significant rainfall, but failed to take any action at any reasonable time prior to the flood to prevent flooding, failed to man relevant and crucial facilities; failed to implement any type of fail-safe procedure at relevant and crucial facilities, although duly had ample opportunity to do so, thus creating the defective and hazardous condition.

That the negligence of respondents consisted of failing to properly and safely maintain and control the aforementioned area; in neglecting and/or failing to properly maintain, inspect, and/or repair the infrastructure of the aforementioned sewer and/or drainage system in the aforementioned neighborhood, and thereby causing the resulting flood and creating the condition complained of; in failing to properly clear and/or clean sewers in a reasonable, and/or regular, and/or timely manner in the aforementioned neighborhood of debris; in failing to prevent a backup of water during a rainstorm; in failing to properly man related facilities, including but not limited to the Spring Creek [Combined Sewer Overflow] Facility; in failing to properly maintain, control, manage, and/or repair that and/or other facilities, including but not limited to the Spring Creek [Combined Sewer Overflow] Facility; in allowing improperly and incorrectly pitched catch basins to remain in a defective, inadequate, and ineffective condition; in allowing and permitting a failure to occur at a related

sewer overflow facility, causing sewers to back up into claimants' homes; in failing to properly and timely upgrade and/or maintain the subject sewer system; in failing to properly clean sewer grates and/or allowing garbage and debris to accumulate in same; in negligently relying on computer action rather than human action; in causing and permitting a dangerous condition; in failing to act in a reasonable and prudent manner; in creating a hazardous condition; in failing to comply with the appropriate code requirements; in and thereby creating a hazardous and dangerous condition.

4. The items of damage or injuries claimed are:

All claimants suffered serious, significant, and substantial damage to and losses of substantial amounts of personal property, **including but not limited to:** boilers, water heaters, furniture, clothing, shoes, cosmetics, toiletries, body and hair care products, beds, bedding, mattresses, pillows, towels, decorations, ornaments, collectibles, paintings, pictures, memorabilia, appliances, tools, paint, sports equipment, insulation, household items such as paper products and cleaning products, utensils, dishes, pots and pans, lawn mowers, TVs, DVD players, computers, generators, barbeque grills, antiques, motor vehicles, dolls, toys, *inter alia*.

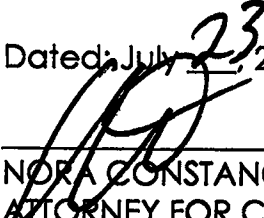
Claimants suffered serious, significant, and substantial damage to real and/or structural property, requiring extensive cleaning, debris removal, mold treatment and/or removal, demolition of existing sheet rock, painting, floor replacement, window casing replacement, baseboard heating replacement, door replacement, *inter alia*.

Claimants have suffered property value losses and rental income losses. Claimants have suffered lost time from work and lost wages.

Claimants have suffered personal injuries as a result of mold; claimants have also experienced exposure to pathogens, bacteria, and other unknown substances due to exposure to unsanitary sewer water which will or may lead to illness. Claimant's ability to obtain renters and/or home owners' insurance has been compromised, which will or may result in additional future damages. The full extent of all damages is currently unknown.

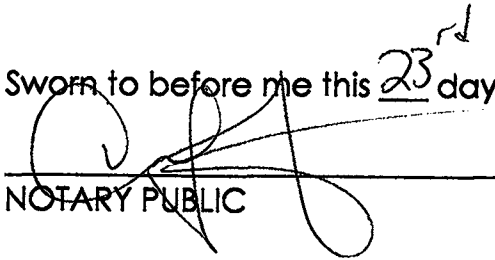
The undersigned therefore signs and presents this claim for adjustment and payment on behalf of all claimants pursuant to General Municipal Law Section 50-e(2). You are hereby notified that unless it is adjusted and paid, the claimants intend to commence an action on this claim.

Dated: July 23, 2014



NORA CONSTANCE MARINO
ATTORNEY FOR CLAIMANTS
175 East Shore Road
Great Neck, New York 11023
516.829.8399
My File No.: 1529

Sworn to before me this 23rd day of July, 2014



NOTARY PUBLIC

CAROLYN BICHOU PAN
Notary Public, State of New York
No 5011230
Qualified in Nassau County
Commission Expires April 12, 192015

ATTORNEY VERIFICATION

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

NORA CONSTANCE MARINO, an attorney duly licensed to practice law, affirms under penalties of perjury, that I am the attorney of record for the plaintiff in the within action; that I have read the foregoing **AMENDED NOTICE OF CLAIM and AMENDED NOTICE OF INTENTION TO MAKE CLAIM**, and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters, I believe it to be true. The reason this verification is made by me and not by any particular claimants named herein, who may not have verified this notice of claim individually, is that the claimant(s) resides in a different county then your deponent maintains her office in.

This verification is also on behalf of any unknown John Doe or Jane Doe claimants or potential claimants.

DATED: July 23rd 2014


NORA CONSTANCE MARINO

Sworn to before me this
23rd day of July, 2014


NOTARY PUBLIC

ESTHER BICHOUPAN
NOTARY PUBLIC-STATE OF NEW YORK
 No. 01816220969
 Qualified in Nassau County
 My Commission Expires April 26, 2018

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)
COUNTY OF QUEENS)

ss.:

The undersigned, being duly sworn, deposes and says, that I am a claimant in the within action, that I have read the foregoing **NOTICE OF CLAIM** **/NOTICE OF INTENTION TO MAKE CLAIM** and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters, I believe them to be true.

DATED: June 19, 2014

SIGN HERE: X Robert McGuire

PRINT NAME HERE: Robert McGuire

Sworn to before me this 19th
day of ~~June~~ July, 2014

James A. Lesslie
Notary Public

7/19/14
JAMES A. LESSLIE
Notary Public, State of New York
No. 4024613598
Qualified in Queens County
Commission Expires March 30, 2015 2015

** Amended **

In the Matter of the Claim of

MULTIPLE CLAIMANTS RE THE APRIL 30, 2014 FLOOD IN HOWARD BEACH,

Claimants,

- against -

**THE CITY OF NEW YORK,
THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF EMERGENCY MANAGEMENT,
and the STATE OF NEW YORK,**

Respondents.

**AMENDED NOTICE OF CLAIM
AMENDED NOTICE OF INTENTION TO MAKE CLAIM**

**Law Offices Of
NORA CONSTANCE MARINO
Attorney for Plaintiff/Claimant
Office and Post Office Address, Telephone
175 East Shore Road
Great Neck, New York 11023
516.829.8399**

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: _____ 20__

Nora Constance Marino

To :

*Service of a copy of the within
is hereby admitted.*

Dated: _____ 20__

Attorney(s) for:

PLEASE TAKE NOTICE :

☐ **NOTICE** that the within is a *(certified)* true copy of a

OF ENTRY: duly entered in the office of the clerk of the within named court on _____ 20__

☐ **NOTICE OF** that an order of which the within is a true copy will be presented for settlement to the

SETTLEMENT: HON. _____ One of the judges of the within named Court, at
on _____ 20__ at _____ M.

Dated: _____, 20__

Yours, etc.

**Law Offices Of
NORA CONSTANCE MARINO**