

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
ATLEE WATT,

Plaintiff,

INDEX NO.

Date Purchased:

Plaintiff designates

Westchester County as the  
place of trial.

The basis of venue is

Plaintiff's residence.

-Against-

**SUMMONS**

Plaintiff resides at

45 East Lincoln Avenue

Mount Vernon, New York

10552

THE ATLANTIC DEVELOPMENT GROUP, LLC,  
BLUE RIO, LLC,  
TO BETTER DAYS CONSTRUCTION, LLC and  
THE CITY OF MOUNT VERNON,

Defendants.  
-----X

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 complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
September 8, 2016

  
\_\_\_\_\_  
JESSE BARAB, ESQ.  
Attorney for Plaintiff  
519 W. 179th Street 2 Fl  
New York, New York 10033  
(212) 781-0633

**Defendants' addresses:**

ATLANTIC DEVELOPMENT GROUP, LLC  
C/O Secretary of State of New York  
183 Madison Ave., Suite 1601  
New York, NY 10016

BLUE RIO, LLC  
C/O Secretary of State of New York  
183 Madison Ave, Suite 1601  
New York, NY 10016

TO BETTER DAYS CONSTRUCTION, LLC  
C/O Secretary of State of New York  
708 Third Ave., 26<sup>th</sup> Floor  
New York, NY 10017

CITY OF MOUNT VERNON  
C/O Secretary of State of New York  
City Hall  
1 Roosevelt Square  
Mount Vernon, New York 10550

SUPREME COURT OF THE STATE OF NEW YORK  
WESTCHESTER COUNTY

-----X  
ATLEE WATT,

VERIFIED COMPLAINT

INDEX NO.:

Plaintiff,

-Against-

THE ATLANTIC DEVELOPMENT GROUP, LLC,  
BLUE RIO, LLC,  
TO BETTER DAYS CONSTRUCTION, LLC and  
THE CITY OF MOUNT VERNON

Defendants.  
-----X

Plaintiff, ATLEE WATT, complaining of the defendants, ATLANTIC DEVELOPMENT GROUP, LLC, BLUE RIO, LLC, TO BETTER DAYS CONSTRUCTION, LLC and CITY OF MOUNT VERNON, by his attorney, JESSE BARAB, ESQ., respectfully states and alleges as follows:

1. That at the time of the commencement of this action, plaintiff ATLEE WATT resided in the City of Mount Vernon, the County of Westchester and the State of New York.
2. That the occurrence complained of herein took place in the County of Westchester, City of Mount Vernon and State of New York.
3. That the defendant, CITY OF MOUNT VERNON, is a municipal corporation and/or subdivision within the State of New York.

4. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC was a limited liability company duly organized and existing under and by virtue of the laws of the State of New York.
5. That at all times hereinafter mentioned, defendant BLUE RIO, LLC was a limited liability company duly organized and existing under and by virtue of the laws of the State of New York.
6. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC was a limited liability company duly organized and existing under and by virtue of the laws of the State of New York.
7. That plaintiff has complied with all of the conditions precedent including, but not limited to prior written and/or acknowledgment of the defect to the bringing of an action against defendant, CITY OF MOUNT VERNON.
8. That plaintiff has complied with all of the conditions precedent including, but not limited to prior written and/or acknowledgment of the defect to the bringing of an action against defendant, ATLANTIC DEVELOPMENT GROUP, LLC.
9. That plaintiff has complied with all of the conditions precedent including, but not limited to prior written and/or acknowledgment of the defect to the bringing of an action against defendant, BLUE RIO, LLC.
10. That plaintiff has complied with all of the conditions precedent including, but not limited to prior written and/or acknowledgment of the defect to the bringing of an action against defendant, TO BETTER DAYS CONSTRUCTION, LLC.
11. That defendant CITY OF MOUNT VERNON demanded its statutory hearing of plaintiff and the same was held on July 20, 2016.

12. That this action was brought within one (1) year of the occurrence.
13. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON, owned the sidewalk located at or about the intersection of Oakley Avenue and North Third Avenue, at or near the LaPorte Apartments, in the City of Mount Vernon, County of Westchester, and State of New York.
14. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON operated the aforesaid premises, sidewalk, curb and appurtenances thereat.
15. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON controlled the aforesaid premises, sidewalk, curb and appurtenances thereat.
16. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON maintained the aforesaid premises, sidewalk, curb and appurtenances thereat.
17. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON managed the aforesaid premises, sidewalk, curb and appurtenances thereat.
18. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON supervised the aforesaid premises, sidewalk, curb and appurtenances thereat.
19. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON repaired the aforesaid premises, sidewalk, curb and appurtenances thereat.
20. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON designed the aforesaid premises, sidewalk, curb and appurtenances thereat.
21. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON inspected the aforesaid premises, sidewalk, curb and appurtenances thereat.

22. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON provided for maintenance the aforesaid premises, sidewalk, curb and appurtenances thereat.
23. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON issued permits for the aforesaid premises, sidewalk, curb and appurtenances thereat.
24. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON was the lessor of the aforesaid premises, sidewalk, curb and appurtenances thereat.
25. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON was the lessee of the aforesaid premises, sidewalk, curb and appurtenances thereat.
26. That at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON had the duty to maintain, inspect and supervise the aforesaid premises, sidewalk, curb and appurtenances thereat, and to keep same in a good, repaired, proper and responsible, clean, safe condition.
27. That on or about February 23, 2016 and at all times hereinafter mentioned, defendant CITY OF MOUNT VERNON, by its agencies, servants, employees and/or licensees hired persons for the purpose of maintaining and/or repairing a portion of the sidewalk/walkway located at or about the intersection of Oakley Avenue and North Third Avenue, in the city of Mount Vernon, Westchester County and State of New York.
28. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC operated the aforesaid premises, sidewalk, curb and appurtenances thereat.
29. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC maintained the aforesaid premises, sidewalk, curb and appurtenances thereat.

30. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC controlled the aforesaid premises, sidewalk, curb and appurtenances thereat.
31. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC managed the aforesaid premises, sidewalk, curb and appurtenances thereat.
32. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC supervised the aforesaid premises, sidewalk, curb and appurtenances thereat.
33. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC repaired the aforesaid premises, sidewalk, curb and appurtenances thereat.
34. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC designed the aforesaid premises, sidewalk, curb and appurtenances thereat.
35. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC inspected the aforesaid premises, sidewalk, curb and appurtenances thereat.
36. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC provided for maintenance the aforesaid premises, sidewalk, curb and appurtenances thereat.
37. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC was the lessor of the aforesaid premises, sidewalk, curb and appurtenances thereat.

38. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC was the lessee of the aforesaid premises, sidewalk, curb and appurtenances thereat.
39. That at all times hereinafter mentioned, defendant ATLANTIC DEVELOPMENT GROUP, LLC had the duty to maintain, inspect and supervise the aforesaid premises, sidewalk, curb and appurtenances thereat, and to keep same in a good, repaired, proper and responsible, clean, safe condition.
40. That on or about February 23, 2016 and at all times hereinafter mentioned, defendant Atlantic Development Group, LLC, by its agencies, servants, employees and/or licensees hired persons for the purpose of maintaining and/or repairing a portion of the sidewalk/walkway located at or about the intersection of Oakley Avenue and North Third Avenue, in the city of Mount Vernon, County of Westchester and State of New York.
41. That at all times hereinafter mentioned, defendant BLUE RIO, LLC operated the aforesaid premises, sidewalk, curb and appurtenances thereat.
42. That at all times hereinafter mentioned, defendant BLUE RIO, LLC maintained the aforesaid premises, sidewalk, curb and appurtenances thereat.
43. That at all times hereinafter mentioned, defendant BLUE RIO, LLC controlled the aforesaid premises, sidewalk, curb and appurtenances thereat.
44. That at all times hereinafter mentioned, defendant BLUE RIO, LLC managed the aforesaid premises, sidewalk, curb and appurtenances thereat.
45. That at all times hereinafter mentioned, defendant BLUE RIO, LLC supervised the aforesaid premises, sidewalk, curb and appurtenances thereat.



46. That at all times hereinafter mentioned, defendant BLUE RIO, LLC repaired the aforesaid premises, sidewalk, curb and appurtenances thereat.
47. That at all times hereinafter mentioned, defendant BLUE RIO, LLC designed the aforesaid premises, sidewalk, curb and appurtenances thereat.
48. That at all times hereinafter mentioned, defendant BLUE RIO, LLC inspected the aforesaid premises, sidewalk, curb and appurtenances thereat.
49. That at all times hereinafter mentioned, defendant BLUE RIO, LLC provided for maintenance the aforesaid premises, sidewalk, curb and appurtenances thereat.
50. That at all times hereinafter mentioned, defendant BLUE RIO, LLC was the lessor of the aforesaid premises, sidewalk, curb and appurtenances thereat.
51. That at all times hereinafter mentioned, defendant BLUE RIO, LLC was the lessee of the aforesaid premises, sidewalk, curb and appurtenances thereat.
52. That at all times hereinafter mentioned, defendant BLUE RIO, LLC had the duty to maintain, inspect and supervise the aforesaid premises, sidewalk, curb and appurtenances thereat, and to keep same in a good, repaired, proper and responsible, clean, safe condition.
53. That on or about February 23, 2016 and at all times hereinafter mentioned, defendant BLUE RIO, LLC, by its agencies, servants, employees and/or licensees hired persons for the purpose of maintaining and/or repairing a portion of the sidewalk/walkway located at or about the intersection of Oakley Avenue and North Third Avenue, in the city of Mount Vernon, County of Westchester and State of New York.

54. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC operated the aforesaid premises, sidewalk, curb and appurtenances thereat.
55. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC maintained the aforesaid premises, sidewalk, curb and appurtenances thereat.
56. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC controlled the aforesaid premises, sidewalk, curb and appurtenances thereat.
57. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC managed the aforesaid premises, sidewalk, curb and appurtenances thereat.
58. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC supervised the aforesaid premises, sidewalk, curb and appurtenances thereat.
59. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC repaired the aforesaid premises, sidewalk, curb and appurtenances thereat.
60. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC designed the aforesaid premises, sidewalk, curb and appurtenances thereat.
61. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC inspected the aforesaid premises, sidewalk, curb and appurtenances thereat.

62. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC provided for maintenance the aforesaid premises, sidewalk, curb and appurtenances thereat.
63. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC was the lessor of the aforesaid premises, sidewalk, curb and appurtenances thereat.
64. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC was the lessee of the aforesaid premises, sidewalk, curb and appurtenances thereat.
65. That at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC had the duty to maintain, inspect and supervise the aforesaid premises, sidewalk, curb and appurtenances thereat, and to keep same in a good, repaired, proper and responsible, clean, safe condition.
66. That on or about February 23, 2016 and at all times hereinafter mentioned, defendant TO BETTER DAYS CONSTRUCTION, LLC, by its agencies, servants, employees and/or licensees hired persons for the purpose of maintaining and/or repairing a portion of the sidewalk/walkway located at or about the intersection of Oakley Avenue and North Third Avenue, in the city of Mount Vernon, County of Westchester and State of New York.
67. That at all times mentioned herein, all agents and employees who inspected, maintained and repaired said portion of sidewalk/walkway were the agents of defendant ATLANTIC DEVELOPMENT GROUP, LLC, or agents of defendant BLUE RIO, LLC or agents of defendant TO BETTER DAYS CONSTRUCTION, LLC or agents of defendant CITY OF MOUNT VERNON.
68. That the defendant, ATLANTIC DEVELOPMENT GROUP, LLC created a dangerous and defective condition upon a sidewalk at or near the LaPorte Apartments, specifically

on the pedestrian walkway located on an island bounded by North Third Avenue and Oakley Avenue, in the city of Mount Vernon, County of Westchester and State of New York. The defect was in the nature of a broken, ripped, deteriorated, loose, detached, strewn, misaligned and/or otherwise defective orange construction safety mesh fence that was negligently placed, affixed, inspected, managed, maintained and/or repaired in such a way that it partially detached from the posts it had been attached to so that parts of the fence were lying upon a paved pedestrian path on the above-described island. Light there was insufficient to see the portions of fence upon the path in the dark and the condition thus constituted a snare, trap and nuisance that existed for an excessive and unreasonable period of time.

69. That the defendant, BLUE RIO, LLC created a dangerous and defective condition upon a sidewalk at or near the LaPorte Apartments, specifically on the pedestrian walkway located on an island bounded by North Third Avenue and Oakley Avenue, in the city of Mount Vernon, County of Westchester and State of New York. The defect was in the nature of a broken, ripped, deteriorated, loose, detached, strewn, misaligned and/or otherwise defective orange construction safety mesh fence that was negligently placed, affixed, inspected, managed, maintained and/or repaired in such a way that it partially detached from the posts it had been attached to so that parts of the fence were lying upon a paved pedestrian path on the above-described island. Light there was insufficient to see the portions of fence upon the path in the dark and the condition thus constituted a snare, trap and nuisance that existed for an excessive and unreasonable period of time.

70. That the defendant, TO BETTER DAYS CONSTRUCTION, LLC created a dangerous and defective condition upon a sidewalk at or near the LaPorte Apartments, specifically on the pedestrian walkway located on an island bounded by North Third Avenue and Oakley Avenue, in the city of Mount Vernon, County of Westchester and State of New York. The defect was in the nature of a broken, ripped, deteriorated, loose, detached, strewn, misaligned and/or otherwise defective orange construction safety mesh fence that was negligently placed, affixed, inspected, managed, maintained and/or repaired in such a way that it partially detached from the posts it had been attached to so that parts of the

fence were lying upon a paved pedestrian path on the above-described island. Light there was insufficient to see the portions of fence upon the path in the dark and the condition thus constituted a snare, trap and nuisance that existed for an excessive and unreasonable period of time.

71. That the defendant, CITY OF MOUNT VERNON created a dangerous and defective condition upon a sidewalk at or near the LaPorte Apartments, specifically on the pedestrian walkway located on an island bounded by North Third Avenue and Oakley Avenue, in the city of Mount Vernon, County of Westchester and State of New York. The defect was in the nature of a broken, ripped, deteriorated, loose, detached, strewn, misaligned and/or otherwise defective orange construction safety mesh fence that was negligently placed, affixed, inspected, managed, maintained and/or repaired in such a way that it partially detached from the posts it had been attached to so that parts of the fence were lying upon a paved pedestrian path on the above-described island. Light there was insufficient to see the portions of fence upon the path in the dark and the condition thus constituted a snare, trap and nuisance that existed for an excessive and unreasonable period of time. Defendant CITY OF MOUNT VERNON permitted the other three defendants, ATLANTIC DEVELOPMENT GROUP, LLC, BLUE RIO, LLC and TO BETTER DAYS CONSTRUCTION, LLC and/or their respective agents to use the aforementioned island for storage of construction materials and to place an orange mesh fence around said materials in an improper and dangerous manner which created a tripping hazard that caused Plaintiff to trip and fall and sustain injuries.

72. That the said accident and injuries were caused solely and wholly as a result of the negligence of the defendants, their agents, servants and/or employees without any negligence on the part of the plaintiff contributing thereto.

73. That on or about the 23<sup>rd</sup> day of February, 2016 at approximately 5:45 P.M., plaintiff, ATLEE WATT was lawfully and properly upon the aforesaid premises.

74. That on or about the 23<sup>rd</sup> day of February, 2016 at approximately 5:45 P.M., plaintiff, ATLEE WATT was lawfully and properly upon the aforesaid premises when he was caused to trip and fall and be injured.

75. The defendants, their agents, servants, employees and/or licensees in the ownership, operation, control, management, maintenance, repair, inspection, cleaning, design, construction, paving, cementing, including a temporary fence around building materials stored there, and supervision of their aforesaid premises, in causing plaintiff to trip and/or slip and fall and be injured by reason of negligence, recklessness and carelessness of defendants, their agents, servants employees and/or licensees in the ownership, operation, control and maintenance of said sidewalk in causing, permitting and/or allowing the said sidewalk at the aforementioned location to be, become and remain in a dangerous and hazardous condition, constituting a trap, nuisance and hazard and in failing to repair and inspect said temporary fence and the defendants failed and/or neglected to make timely repairs to correct said condition; in failing to properly maintain the sidewalk and walkway area; in allowing the sidewalk and walkway area to become obstructed, deteriorated, and/or in a state of disrepair and/or improper repair; in failing to inspect said pedestrian sidewalk and walkway area; in allowing the sidewalk and walkway area to become obstructed, and/or in a state of disrepair and/or improper repair; in failing to inspect said pedestrian sidewalk and curb area; in causing, permitting and allowing a trap, hazard and nuisance to be and exist for an excessive and unreasonable period of time, despite actual and constructive notice, or in causing the dangerous condition themselves; in failing to take any necessary steps to alleviate said condition; in failing to undertake proper and/or adequate safety studies and/or surveys; in causing, permitting, and allowing a trap, hazard and nuisance to be and exist for an excessive and unreasonable period of time, despite actual and constructive notice.

76. That the defendants, their agents, servants, employees and/or licensees were careless, reckless and negligent in the ownership, operation, management and control of the aforementioned premises including its abutting sidewalks and pedestrian walkways; and were further careless, reckless and negligent in the ownership, operation, maintenance,

management and control of the paths, sidewalks and walkways abutting or within the aforementioned premises; in failing to provide devices for the proper protection of plaintiff, ATLEE WATT, in that they failed to provide plaintiff, ATLEE WATT, with a safe and proper place to be; in creating a dangerous and a defective condition to exist thereat; in that the defendants caused, allowed and permitted the installation of a temporary mesh fence upon said sidewalk, and the fence to become broken, ripped, deteriorated, loose, detached, strewn, misaligned or otherwise failing to maintain the defective orange construction safety mesh fence that was negligently placed, affixed, inspected, managed, maintained and/or repaired in such a way that it partially detached from the posts it had been attached to so that parts of the fence were lying upon a paved pedestrian path on the above-described island; that the said condition constituted a trap and a nuisance; in failing to repair the said dangerous condition, and walkway; in improperly constructing the fence, repairing, inspecting, and maintaining the fence and/or walkway; in improperly and defectively hiring and supervising others to repair the said fence and walkway; in concealing a defective and dangerous condition in the fence and/or walkway by such defective and substandard repairs; in failing to properly construct the fence and walkway; in that the defendants failed to properly maintain and inspect the area; in that the aforesaid dangerous and defective condition existed for a long and unreasonable time under the circumstances then and there existing; in failing to foresee that this accident or a similar accident would occur; in failing to warn plaintiff, ATLEE WATT of the said dangerous and defective condition existing thereat; in failing to post signs, notices and/or warnings of the said dangerous and defective condition existing thereat; in that the defendants failed to make proper and necessary inspections of the said area, which would have disclosed a dangerous and defective condition; in that the paths and walkways within defendants' premise were dangerous and defective; in that the defendants failed to exercise the degree of care and caution that a reasonable and prudent person would have under the circumstances then and there existing.

77. That as a result of the foregoing, on or about February 23, 2016, plaintiff, ATLEE WATT, was caused to sustain severe and permanent personal injuries when he was

caused to trip and fall on the sidewalk, striking his body upon the ground upon the sidewalk.

78. That the severe personal injuries sustained by the plaintiff, ATLEE WATT, were caused solely as a result of the negligence of the defendants, their agents, servants, employees and/or licensees in the ownership, maintenance, management and control of the aforementioned premises.

79. That heretofore and on the 29<sup>th</sup> of April 2016 and within ninety (90) days after the claim herein sued upon arose, the Plaintiff ATLEE WATT filed a Notice of Claim and Intention to Sue, in writing, sworn to by or on behalf of the Plaintiff to be served upon and filed with defendant, CITY OF MOUNT VERNON, which said Notice of Claim set forth the name and post office address of the Plaintiff herein and his attorney, the nature of the claim, the time when, the place where and the manner in which the claim arose, and the items of damage or injuries claimed to have been sustained so far as then practicable. The same notice of claim was amended and served upon defendant CITY OF MOUNT VERNON on May 11, 2016.

80. That on July 20, 2016 a hearing has been held pursuant to section 50-h of the General Municipal Law on behalf of the plaintiff and CITY OF MOUNT VERNON.

81. That more than thirty (30) days elapsed since said Notice of Claim and Amended Notice of Claim were served upon defendant CITY OF MOUNT VERNON, and said claim remains unadjusted and said defendants have failed and refused to make any adjustments of said claim.

82. That more than three months have elapsed from the time of service of the Notice of Claim and Amended Notice of Claim and said claim remains unadjusted and said defendants have failed and refused to make any adjustments of said claim.

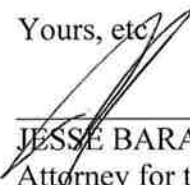


83. That defendant CITY OF MOUNT VERNON had both actual and constructive notice of the said dangerous and defective condition existing thereat, and the defendant or their agents caused the condition.
84. That defendant ATLANTIC DEVELOPMENT GROUP, LLC had both actual and constructive notice of the said dangerous and defective condition existing thereat, and the defendant or their agents caused the condition.
85. That defendant BLUE RIO, LLC had both actual and constructive notice of the said dangerous and defective condition existing thereat, and the defendant or their agents caused the condition.
86. That defendant TO BETTER DAYS CONSTRUCTION, LLC had both actual and constructive notice of the said dangerous and defective condition existing thereat, and the defendant or their agents caused the condition.
87. That the limitations set forth in C.P.L.R. Section 1601 do not apply by reason of one or more of the exceptions of C.P.L.R. Section 1602.
88. That as a result of the foregoing, Plaintiff ATLEE WATT has been damaged in an amount exceeding the jurisdiction of all lower Courts, together with the costs and disbursements of this action.
89. That as a result of the foregoing, plaintiff ATLEE WATT sustained damages in an amount exceeding the jurisdictional limits of all lower Courts.

WHEREFORE, plaintiff ATLEE WATT demands judgment against the defendants, CITY OF MOUNT VERNON and ATLANTIC DEVELOPMENT GROUP, LLC, BLUE RIO, LLC and TO BETTER DAYS CONSTRUCTION, LLC, in an amount exceeding the jurisdictional limits of all lower Courts, each, together with the costs and disbursements of this action.

Dated: New York, New York  
September 8, 2016

Yours, etc



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JESSE BARAB, ESQ.  
Attorney for the Plaintiff  
ATLEE WATT  
519 West 179 Street 2 FL  
New York, New York 10033  
(212) 781-0633

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

JESSE BARAB, ESQ., being an attorney duly licensed to practice in the State of New York, affirms the following is true under the penalties of perjury:

That I am the attorney for the Plaintiffs in the within action and maintain my offices at 519 West 179 Street 2 Fl, New York, NY 10033.

That I have read the foregoing Verified Complaint and know the contents thereof; that the same is true to my own knowledge except as to the matters therein stated to be alleged upon information and belief and that as to those matters I believe them to be true.

Deponent further states that the grounds of his belief as to all matters not stated upon his knowledge are based upon written data and reports in my file and upon conversations and correspondence with the Plaintiffs and upon investigation made by your deponent.

The reason why this verification is made by deponent and not by the Plaintiffs is that the Plaintiff resides outside of the Counties of New York and Queens, the Counties wherein your deponent maintains his offices for the practice of his profession.

Dated: New York, New York  
September 8, 2016

  
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JESSE BARAB, ESQ.

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**SUPREME COURT OF THE STATE OF NEW YORK  
WESTCHESTER COUNTY**

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ATLEE WATT

Plaintiff,

-against-

THE ATLANTIC DEVELOPMENT GROUP, LLC, BLUE RIO, LLC,  
TO BETTER DAYS CONSTRUCTION, LLC,  
and THE CITY OF MOUNT VERNON,

Defendants.

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**SUMMONS AND VERIFIED COMPLAINT**

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**JESSE BARAB, ESQ.**

*Attorney for the Plaintiff*

ATLEE WATT

*Office and address*

**519 West 179 Street 2 Fl  
New York, New York 10033  
(212) 781-0633**

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