

RETURN DATE: OCTOBER 5, 2021

ILEANA TORRES

VS.

ZACHARY LEMIEUX AND TOWN OF  
BRIMFIELD AND BRIMFIELD FIRE  
DEPARTMENT

SUPERIOR COURT

J. D. OF HARTFORD

AT HARTFORD

SEPTEMBER 2, 2021

**COMPLAINT**

1. At all relevant times, Brainard Street was a public highway in the City of Hartford, County of Hartford, State of Connecticut.
2. On or about November 13, 2019, at approximately 8:05 a.m., the plaintiff, Ileana Torres, was operating her motor vehicle on Brainard Street in the middle lane preparing to turn left onto Airport Road, in Hartford, Connecticut.
3. At the aforesaid time and place, the defendant Zachary Lemieux was traveling in the same direction of the plaintiff in the left lane on Brainard Street in Hartford, Connecticut.
4. At the aforesaid time and place when the light turned green the plaintiff and defendant began to turn left when the defendant veered into the plaintiff's lane of travel and struck the plaintiff's vehicle.

5. At all relevant times, Zachary Lemieux was operating the vehicle owned by defendants Town of Brimfield and Brimfield Fire Department in question as the agent, servant, and/or employee, and/or with permission to operate said vehicle.

6. The damages, injuries, consequential loss and expense sustained by the plaintiff, Ileana Torres, were caused by the negligence and carelessness of the defendant, Zachary Lemieux, in one or more of the following respects:

- (a) in that he failed to grant the right of way to the plaintiff at the intersection;
- (b) in that he failed to keep a proper lookout;
- (c) in that he failed to keep his vehicle under reasonable and proper control;
- (d) in that he operated his motor vehicle with defective brakes in violation of Connecticut General Statutes Section 14-80 or failed to apply her brakes in time or in such a manner so as to avoid the collision;
- (e) in that he did not use the degree of care which a reasonably prudent person would have used under like circumstances;
- (f) in that he operated his motor vehicle carelessly and negligently having regard to the width, traffic, and use of the highway at the time and place of the accident;
- (g) in that he operated his motor vehicle at an excessive rate of speed having regard

to the conditions then and there existing, in violation of Connecticut General Statutes Section 14-218a;

(h) in that he failed to steer or turn his vehicle away from the plaintiff's vehicle or otherwise manipulate his vehicle in order to avoid the accident;

(i) in that he failed to signal the approach of his vehicle by sounding a horn or otherwise;

(j) in that he failed to grant the right of way and failure to stay in his lane of travel in violation of CGS§ 14-236;

7. As a result of the negligence and carelessness of the defendant driver as aforesaid, the plaintiff, Ileana Torres sustained the following injuries, consequential loss and expense, some or all of which may be permanent in nature:

- (a) a severe shock to her nervous system;
- (b) mental and physical pain and suffering;
- (c) an injury and pain to her neck;
- (d) an injury and pain to her upper back;
- (e) right shoulder injury and pain;
- (f) left shoulder injury and pain;

8. The plaintiff has in the past and may in the future be obliged to incur expenses for medical and hospital care, surgery, x-rays, MRIs, diagnostic tests, physical therapy and/or medicines.

9. The plaintiff's activities and lifestyle have been severely affected by the accident.

10. As a further result of the negligence and carelessness of the defendant as aforesaid, the plaintiff has suffered property damage.

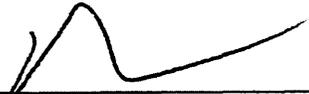
11. As a further result of the negligence and carelessness of the defendant as aforesaid, the plaintiff has suffered a loss of earnings and a loss of earning capacity.

12. Notices Pursuant to Massachusetts Statute § M.G.L.C 2584 were filed with Brimfield Fire Department and the Town of Brimfield on or about February 8, 2021( See attached Exhibit A and Exhibit B and Exhibit C).

WHEREFORE, the plaintiff claims:

1. Money damages;
2. Costs;
3. Such other relief as may be equitable and proper.

Dated at Waterbury, Connecticut, this 2<sup>nd</sup> day of September, 2021.

  
\_\_\_\_\_  
David J. Scully  
Commissioner of the Superior Court

P.O. BOX 2156 • WATERBURY, CONNECTICUT 06722 • (203) 756-8961 • FAX (203) 754-2353  
KERNAN, SCULLY & McDONALD, LLP ATTORNEYS AT LAW  
P.O. BOX 2156 • WATERBURY, CONNECTICUT 06722 • (203) 756-8961 • JURIS NO. 030960

RETURN DATE: OCTOBER 5, 2021

SUPERIOR COURT

ILEANA TORRES

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ZACHARY LEMIEUX AND TOWN OF  
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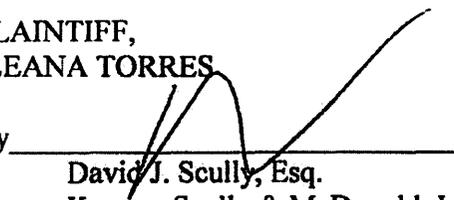
SEPTEMBER 2, 2021

STATEMENT OF AMOUNT IN DEMAND

The plaintiff hereby sets forth that the amount in demand is greater than \$15,000.00, exclusive of interest and costs.

PLAINTIFF,  
ILEANA TORRES

By

  
\_\_\_\_\_  
David J. Scully, Esq.  
Kernan, Scully & McDonald, LLP  
207 Bank St., Fl. 4  
P O Box 2156  
Waterbury, CT 06722 2156  
(203) 756 8961  
Juris No. 30960

**EXHIBIT A**  
**KERNAN, SCULLY & McDONALD, LLP**  
ATTORNEYS AT LAW

JAMES E. KERNAN  
DAVID J. SCULLY  
JOHN K. McDONALD †  
KEVIN D. SCULLY

[jkernan@ksmlegal.com](mailto:jkernan@ksmlegal.com)  
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[jmcdonald@ksmlegal.com](mailto:jmcdonald@ksmlegal.com)  
[kscully@ksmlegal.com](mailto:kscully@ksmlegal.com)

† Also admitted in New Hampshire

February 8, 2021

**Via Certified Mail**  
**7019 2280 0000 0350 7358**

Attn: Town Clerk, Robert Sullivan  
Town of Brimfield  
21 Main Street  
P.O. Box 508  
Brimfield, MA 01010

Re: Our Client : Ileana Torres  
Date of Loss : 11/13/19  
Public Employer : Town of Brimfield, MA

Dear Sir or Madam:

Please consider this communication as presentment of a tort claim against the Town of Brimfield, its fire department and its fire department employee Zachary Lemieux pursuant to M.G.L.C 2584.

On November 13, 2019 at approximately 8:05 am our client Ileana Torres (hereinafter "Ms. Torres") was driving her vehicle on Brainard Street in Hartford, Connecticut in the middle lane. She was stopped at a red light waiting to turn left to proceed west onto Airport Road in Hartford, Connecticut. When the light turned green Ms. Torres proceeded to turn left onto Airport Road while in her lane. At the same time Mr. Zachary Lemieux, a member of the Town of Brimfield Fire Department was operating a vehicle owned by the Town of Brimfield. He was operating a 2012 Spart Model LA41M with plate# MFA963. Mr. Lemieux was in the left lane of Brainard Street heading north and was stopped at a red light. When the light turned red he began to turn left onto Airport Road and while doing so he veered into the driver side corner of Ms. Torres' vehicle. The force of the impact caused Ms. Torres to suffer injuries. Ms. Torres was wearing a seat belt. The collision was the direct result of Mr. Lemieux's negligence and carelessness as set forth below:

As a result of the accident Ms. Torres suffered injuries to her low back, neck, right and left shoulder. She suffered tingling numbness and stiffness down the left extremity. She has required injections, physical therapy and medication, diagnostic tests and is undergoing low back surgery.

Ms. Torres has treated at Kathy's Urgent Care, Jefferson Radiology, Live Fit, Greater Hartford Physical Therapy and Dr. Arpad S. Fejos, MD of Orthopedic Associates of Middletown.

Treatment dates including the following:

Kathy's Urgent Care	12/2/19 5/3/20 and 7/13/20
Greater Hartford PT	6/29/20 – 8/12/20
Jefferson Radiology	8/6/2020
Orthopaedic Associates of Middletown (Arpad S. Fejos, MD and Hick, MD)	8/24/20, 8/31/20, 9/15/20 and 9/17/20

The injuries have resulted in significant pain and suffering all or some of which may be permanent in value.

The injuries have resulting in lost time and impairment of earning capacity. Ms. Torres works as a manager and at a home healthcare assisted living facility and lost several days from work and will lose additional time following the surgery.

At all times Mr. Lemieux's was acting in the scope of employment and with apparent authority to act for the Town of Brimfield, Fire Department. At all relevant times Mr. Lemieux had an obligation to operate the fire truck in a safe and conscientious manner. At all times, Mr. Lemieux had an obligation to look out for all others sharing the roadway, to maintain control of the fire truck and to make sure there is enough distance between the fire truck and other vehicle(s). Notwithstanding Mr. Lemieux failed in said obligations. As result, the fire truck he was driving crashed into Ms. Torres' vehicle.

Mr. Lemieux was negligent in failing to keep a proper lookout, failing to control his vehicle, failure to turn his vehicle to avoid the accident, failure to grant the right of way to Ms. Torres and failure to stay in his lane in violation of Connecticut General Statute of §14-236.

The Town of Brimfield had an obligation to properly train and supervise Mr. Lemieux and to ensure that he was sufficiently competent to operate a fire truck. Nevertheless, the Town of Brimfield entrusted its vehicle to Mr. Lemieux, and as a result of the Town of Brimfield's negligence, Mr. Lemieux negligently crashed into Ms. Torres' vehicle.

First, as a direct and proximate result of the negligence of the Town of Brimfield, Ms. Torres sustained injuries of body and mind, including but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

Second, Town of Brimfield through its agent (s), servant (s), or employee(s) so negligently operated The Town of Brimfield vehicle/fire truck as to cause it to strike Ms. Torres vehicle. Mr. Lemieux as an agent, servant and/or employee(s) of the Town of Brimfield was at all times relevant hereto, acting within the scope of his employment. As the direct and proximate result of said negligence, Ms. Torres sustained injuries of body and mind, including, but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right and left shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

Third prior to allowing Mr. Lemieux to drive its fire truck, Town of Brimfield Fire Department failed to ascertain that Mr. Lemieux was fit to drive the fire truck. The Town of Brimfield said negligently entrustment of the fire truck was the proximate cause of the crash that injured Ms. Torres. As the direct and proximate result of the negligent entrustment by the Town of Brimfield as set forth above, Ms. Torres sustained injuries of body and mind, including, but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right and left shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

Fourth prior to allowing Mr. Lemieux to drive its fire truck, the Town of Brimfield Fire Department failed to ensure that its fire truck on or before November 13, 2019 was properly maintained. The poor maintenance of the Town of Brimfield Fire Department fire truck proximately caused the crash that injured Ms. Torres. As direct and proximate result of negligent maintenance of the fire truck as set forth above by the Town of Brimfield Fire Department as set forth above, Ms. Torres sustained injuries of body and mind, including, but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right and left shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

As a direct and proximate cause of the above-listed negligent acts, Ms. Torres incurred property damage to her vehicle, as well as medical expenses that continue to accrue. Further Ms. Torres endured both physical and mental pain and suffering, continues to experience residual symptoms which limit his enjoyment of life's activities and has incurred other out of pocket expenses as well as lost income, attorneys' fee and costs.

This communication serves to notify the Town of Brimfield its Fire Department through your office that Ms. Torres intends to asset causes of action for negligence against Town of Brimfield the fire department and Zachary Lemieux for her injuries. Please consider this letter a formal demand for settlement of this matter. This offer expires in six months from the date of this writing. If a response has not been received within six (6) months, I will file the appropriate civil complaint on behalf of my client.

Please forward any communications to this office and feel free to call me if you have any questions. Thank you for your courtesy and cooperation in this regard.

Very truly yours,



David J. Scully  
DJS/sc

**207 Bank Street, P.O. Box 2156, Waterbury, CT 06722, Tel: (203) 756-8961, Fax: (203) 754-2353**  
*Also with offices in Woodbury and Cheshire, Connecticut*

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>D. Waterman</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>														
<p>1. Article Addressed to:  <b>Town Clerk</b>  <b>Robert Sullivan</b>  <b>21 Main Street</b>  <b>Brimfield, MA 01010</b></p>  <p>9590 9402 5827 0034 8732 69</p>	<p>B. Received by (Printed Name) <i>Dionne Waterman</i> C. Date of Delivery <i>2/10/21</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>														
<p>2. Article Number (Transfer from service label)  <b>7019 2280 0000 0350 7358</b></p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Fall Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Fall Restricted Delivery	
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<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <span style="float: right;">Domestic Return Receipt</span></p>															

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<p><i>0 Torres - 19-261</i></p>											
<p>Certified Mail Fee \$</p> <p>Extra Services &amp; Fees (check box, add fee as appropriate)</p> <table border="0"> <tr> <td><input type="checkbox"/> Return Receipt (hardcopy)</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (electronic)</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Required</td> <td>\$</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td>\$</td> </tr> </table> <p>Postage \$</p> <p>Total Postage and Fees \$</p>	<input type="checkbox"/> Return Receipt (hardcopy)	\$	<input type="checkbox"/> Return Receipt (electronic)	\$	<input type="checkbox"/> Certified Mail Restricted Delivery	\$	<input type="checkbox"/> Adult Signature Required	\$	<input type="checkbox"/> Adult Signature Restricted Delivery	\$	<p>Postmark Here</p>
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$										
<p>Sent To <i>Town Clerk - Robert Sullivan</i></p> <p>Street and Apt. No., or P.O. Box No. <i>21 Main Street</i></p> <p>City, State, ZIP+4® <i>Brimfield, MA 01010</i></p>											
<p>PS Form 3800, April 2015 PSN 7530-02-000-9047 <span style="float: right;">See Reverse for Instructions</span></p>											

7019 2280 0000 0350 7358

**EXHIBIT B**  
**KERNAN, SCULLY & McDONALD, LLP**  
ATTORNEYS AT LAW

JAMES E. KERNAN  
DAVID J. SCULLY  
JOHN K. McDONALD†  
KEVIN D. SCULLY

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[dscully@ksmlegal.com](mailto:dscully@ksmlegal.com)  
[jmcdonald@ksmlegal.com](mailto:jmcdonald@ksmlegal.com)  
[kscully@ksmlegal.com](mailto:kscully@ksmlegal.com)

† Also admitted in New Hampshire

February 8, 2021

**Via Certified Mail**  
**7019 2280 0000 0350-7389**

First Selectmen Mike Doyle  
Town of Brimfield  
23 Main Street  
Brimfield, MA 01010

Re: Our Client : Ileana Torres  
Date of Loss : 11/13/19  
Public Employer : Town of Brimfield, MA

Dear Sir or Madam:

Please consider this communication as presentment of a tort claim against the Town of Brimfield, its fire department and its fire department employee Zachary Lemieux pursuant to M.G.L.C 2584.

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As a result of the accident Ms. Torres suffered injuries to her low back, neck, right and left shoulder. She suffered tingling numbness and stiffness down the left extremity. She has required injections, physical therapy and medication, diagnostic tests and is undergoing low back surgery.

Ms. Torres has treated at Kathy's Urgent Care, Jefferson Radiology, Live Fit, Greater Hartford Physical Therapy and Dr. Arpad S. Fejos, MD of Orthopedic Associates of Middletown.

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Very truly yours,

David J. Scully  
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<p>1. Article Addressed to:</p> <p>First Selectman Mike Daye 23 Main Street Brimfield, MA 01010</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: _____</p>
 <p>9590 9402 5827 0034 8732 76</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>Article Number (Transfer from service label)</p> <p>7019 2280 0000 0350 7389</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <span style="float: right;">Domestic Return Receipt</span></p>	

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<p>Certified Mail Fee \$ _____</p> <p>Extra Services &amp; Fees (check box, add fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$ _____</p> <p><input type="checkbox"/> Return Receipt (electronic) \$ _____</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$ _____</p> <p><input type="checkbox"/> Adult Signature Required \$ _____</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$ _____</p>	<p>Postmark Here</p>
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<p>Total Postage and Fees \$ _____</p>	
<p>Sent To <u>First Selectman Mike Daye</u></p> <p>Street and Apt. No., or PO Box No. <u>23 Main Street</u></p> <p>City, State, ZIP+4® <u>Brimfield MA 01010</u></p>	
<p>PS Form 3800, April 2015 PSN 7530-02-000-9047 <span style="float: right;">See Reverse for Instructions</span></p>	

7019 2280 0000 0350 7389

**EXHIBIT C**  
**KERNAN, SCULLY & McDONALD, LLP**  
ATTORNEYS AT LAW

JAMES E. KERNAN  
DAVID J. SCULLY  
JOHN K. McDONALD†  
KEVIN D. SCULLY

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† Also admitted in New Hampshire

February 8, 2021

**Via Certified Mail**

7019 2280 0000 0350 7341

Attn: Fire Department  
Town of Brimfield  
34A Wales Road  
Brimfield, MA 01010

Re: Our Client : Ileana Torres  
Date of Loss : 11/13/19  
Public Employer : Town of Brimfield, MA

Dear Sir or Madam:

Please consider this communication as presentment of a tort claim against the Town of Brimfield, its fire department and its fire department employee Zachary Lemieux pursuant to M.G.L.C 2584.

On November 13, 2019 at approximately 8:05 am our client Ileana Torres (hereinafter "Ms. Torres") was driving her vehicle on Brainard Street in Hartford, Connecticut in the middle lane. She was stopped at a red light waiting to turn left to proceed west onto Airport Road in Hartford, Connecticut. When the light turned green Ms. Torres proceeded to turn left onto Airport Road while in her lane. At the same time Mr. Zachary Lemieux, a member of the Town of Brimfield Fire Department was operating a vehicle owned by the Town of Brimfield. He was operating a 2012 Spart Model LA41M with plate# MFA963. Mr. Lemieux was in the left lane of Brainard Street heading north and was stopped at a red light. When the light turned red he began to turn left onto Airport Road and while doing so he veered into the driver side corner of Ms. Torres' vehicle. The force of the impact caused Ms. Torres to suffer injuries. Ms. Torres was wearing a seat belt. The collision was the direct result of Mr. Lemieux's negligence and carelessness as set forth below:

As a result of the accident Ms. Torres suffered injuries to her low back, neck, right and left shoulder. She suffered tingling numbness and stiffness down the left extremity. She has required injections, physical therapy and medication, diagnostic tests and is undergoing low back surgery.

Ms. Torres has treated at Kathy's Urgent Care, Jefferson Radiology, Live Fit, Greater Hartford Physical Therapy and Dr. Arpad S. Fejos, MD of Orthopaedic Associates of Middletown.

Treatment dates including the following:

Kathy's Urgent Care	12/2/19 5/3/20 and 7/13/20
Greater Hartford PT	6/29/20 – 8/12/20
Jefferson Radiology	8/6/2020
Orthopaedic Associates of Middletown (Arpad S. Fejos, MD and Hick, MD)	8/24/20, 8/31/20, 9/15/20 and 9/17/20

The injuries have resulted in significant pain and suffering all or some of which may be permanent in value.

The injuries have resulting in lost time and impairment of earning capacity. Ms. Torres works as a manager and at a home healthcare assisted living facility and lost several days from work and will lose additional time following the surgery.

At all times Mr. Lemieux's was acting in the scope of employment and with apparent authority to act for the Town of Brimfield, Fire Department. At all relevant times Mr. Lemieux had an obligation to operate the fire truck in a safe and conscientious manner. At all times, Mr. Lemieux had an obligation to look out for all others sharing the roadway, to maintain control of the fire truck and to make sure there is enough distance between the fire truck and other vehicle(s). Notwithstanding Mr. Lemieux failed in said obligations. As result, the fire truck he was driving crashed into Ms. Torres' vehicle.

Mr. Lemieux was negligent in failing to keep a proper lookout, failing to control his vehicle, failure to turn his vehicle to avoid the accident, failure to grant the right of way to Ms. Torres and failure to stay in his lane in violation of Connecticut General Statute of §14-236.

The Town of Brimfield had an obligation to properly train and supervise Mr. Lemieux and to ensure that he was sufficiently competent to operate a fire truck. Nevertheless, the Town of Brimfield entrusted its vehicle to Mr. Lemieux, and as a result of the Town of Brimfield's negligence, Mr. Lemieux negligently crashed into Ms. Torres' vehicle.

First, as a direct and proximate result of the negligence of the Town of Brimfield, Ms. Torres sustained injuries of body and mind, including but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

Second, Town of Brimfield through its agent (s), servant (s), or employee(s) so negligently operated The Town of Brimfield vehicle/fire truck as to cause it to strike Ms. Torres vehicle. Mr. Lemieux as an agent, servant and/or employee(s) of the Town of Brimfield was at all times relevant hereto, acting within the scope of his employment. As the direct and proximate result of said negligence, Ms. Torres sustained injuries of body and mind, including, but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right and left shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

Third prior to allowing Mr. Lemieux to drive its fire truck, Town of Brimfield Fire Department failed to ascertain that Mr. Lemieux was fit to drive the fire truck. The Town of Brimfield said negligently entrustment of the fire truck was the proximate cause of the crash that injured Ms. Torres. As the direct and proximate result of the negligent entrustment by the Town of Brimfield as set forth above, Ms. Torres sustained injuries of body and mind, including, but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right and left shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

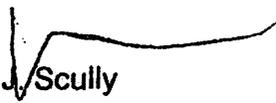
Fourth prior to allowing Mr. Lemieux to drive its fire truck, the Town of Brimfield Fire Department failed to ensure that its fire truck on or before November 13, 2019 was properly maintained. The poor maintenance of the Town of Brimfield Fire Department fire truck proximately caused the crash that injured Ms. Torres. As direct and proximate result of negligent maintenance of the fire truck as set forth above by the Town of Brimfield Fire Department as set forth above, Ms. Torres sustained injuries of body and mind, including, but not limited to, posttraumatic sprains and strains to the cervical spine, lumbar spine, and right and left shoulder, incurred expenses for medical care and attendance and incurred other collision-related expense including property damages.

As a direct and proximate cause of the above-listed negligent acts, Ms. Torres incurred property damage to her vehicle, as well as medical expenses that continue to accrue. Further Ms. Torres endured both physical and mental pain and suffering, continues to experience residual symptoms which limit his enjoyment of life's activities and has incurred other out of pocket expenses as well as lost income, attorneys' fee and costs.

This communication serves to notify the Town of Brimfield its Fire Department through your office that Ms. Torres intends to asset causes of action for negligence against Town of Brimfield the fire department and Zachary Lemieux for her injuries. Please consider this letter a formal demand for settlement of this matter. This offer expires in six months from the date of this writing. If a response has not been received within six (6) months, I will file the appropriate civil complaint on behalf of my client.

Please forward any communications to this office and feel free to call me if you have any questions. Thank you for your courtesy and cooperation in this regard.

Very truly yours,

  
David J. Scully  
DJS/sc

**207 Bank Street, P.O. Box 2156, Waterbury, CT 06722, Tel: (203) 756-8961, Fax: (203) 754-2353**  
*Also with offices in Woodbury and Cheshire, Connecticut*

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