

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X
SABRAIL DAVENPORT, as Administrator of the Estate
of JARED CALVIN LLOYD a/k/a JARED LLOYD

Index No.:
Date filed:

Plaintiff,

-against-

SUMMONS

EVERGREEN COURT HOME FOR ADULTS SP LLC,
SPJJ LLC, DENISE KERR, EMMANUEL LEMA,
NATHANIEL SOMMER, AARON SOMMER, PHILLIP
SCHONBERGER, JOSEPH SCHONBERGER,
STEVEN SCHONBERGER, JEFFREY
SCHONBERGER, RAYMOND CANARIO,
WAYNE BALLARD, VILLAGE OF SPRING VALLEY,
and VILLAGE OF SPRING EMPLOYEES
"JOHN DOES 1-10",

Plaintiff designates the
County of Rockland as
the place of trial.

The basis of venue is
CPLR §504(2)

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 notice of appearance, on the Plaintiff's attorneys Friedman, Levy, Goldfarb & Green, P.C. 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 the summons is not personally delivered to you within the State of New York); and in the 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 6, 2022

Yours, etc.,

FRIEDMAN, LEVY, GOLDFARB & GREEN, P.C.
Attorneys for Plaintiff
250 West 57th Street - Suite 1619
New York, New York 10107
(212) 307-5800

By 
CHARLES E. GREEN, ESQ.

TO:

EVERGREEN COURT HOME FOR ADULTS SP LLC

c/o Secretary of State

SPJJ LCC

c/o Secretary of State

DENISE KERR

287 E. 46th Street, Apt. 1F

Brooklyn, NY 11203

EMMANUEL LEMA

120 Parkway Trailer Court

Pomona, NY 10970

NATHANIEL SOMMER

9 Augusta Avenue

Monsey, NY 10952

AARON SOMMER

9 Augusta Avenue

Monsey, NY 10952

PHILLIP SCHONBERGER

3 Sands Point Drive

Monsey, NY 10952

JOSEPH SCHONBERGER

936 West Kennedy Blvd.

Lakewood, NJ 08701

STEVEN SCHONBERGER

60 S Parker Drive

Monsey, NY 10952

JEFFREY SCHONBERGER

8 Malka Way

Lakewood, NJ 08701

RAYMOND CANARIO

13 Hasbrouck Drive, Apt. F

Garnerville, NY 10923

WAYNE BALLARD

36 Woodglen Drive
New City, NY 1056

VILLAGE OF SPRING VALLEY and

VILLAGE OF SPRING VALLEY EMPLOYEES "JOHN DOES 1-10"

200 N. Main Street
Spring Valley, New York 10977

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

-----X
SABRAIL DAVENPORT, as Administrator of the Estate
of JARED CALVIN LLOYD a/k/a JARED LLOYD

Plaintiff,

Index No.:

VERIFIED COMPLAINT

-against-

EVERGREEN COURT HOME FOR ADULTS SP LLC,
SPJJ LLC, DENISE KERR, EMMANUEL LEMA,
NATHANIEL SOMMER, AARON SOMMER, PHILLIP
SCHONBERGER, JOSEPH SCHONBERGER,
STEVEN SCHONBERGER, JEFFREY
SCHONBERGER, RAYMOND CANARIO,
WAYNE BALLARD, VILLAGE OF SPRING VALLEY,
and VILLAGE OF SPRING EMPLOYEES
"JOHN DOES 1-10",

Defendants.

-----X
Plaintiff, SABRAIL DAVENPORT, by her attorneys, FRIEDMAN, LEVY,
GOLDFARB & GREEN, P.C. complaining of defendants EVERGREEN COURT HOME
FOR ADULTS SP LLC, SPJJ LLC, DENISE KERR, EMMANUEL LEMA, NATHANIEL
SOMMER, AARON SOMMER, PHILLIP SCHONBERGER, JOSEPH SCHONBERGER,
STEVEN SCHONBERGER, JEFFREY SCHONBERGER, RAYMOND CANARIO,
WAYNE BALLARD, VILLAGE OF SPRING VALLEY and VILLAGE OF SPRING VALLEY
EMPLOYEES "JOHN DOES 1-10", alleges upon information and belief as follows:

1. That at all times hereinafter mentioned, plaintiff SABRAIL DAVENPORT, is a resident of the State of Delaware.
2. That at all times hereinafter mentioned, plaintiff's decedent JARED CALVIN LLOYD a/k/a JARED LLOYD, was a resident of Rockland County at the time of his death.

3. That at all times hereinafter mentioned, plaintiff SABRAIL DAVENPORT is the Administrator of the Estate of JARED CALVIN LLOYD a/k/a JARED LLOYD, her son, age 35.

4. That on January 19, 2022, the Surrogate's Court, State of New York, County of Rockland, issued Limited Letters of Administration to Sabrail Davenport as sole Administrator of the Estate of JARED CALVIN LLOYD a/k/a JARED LLOYD.

5. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC, was and is a domestic limited liability company duly organized and existing under the laws of the State of New York.

6. That at all times herein mentioned, defendant SPJJ LLC, is a domestic limited liability company duly organized and existing under the laws of the State of New York.

7. That at all times herein mentioned, defendant DENISE KERR, was and is a resident of 287 East 46th Street, County of Kings, City and State of New York.

8. That at all times herein mentioned, defendant EMMANUEL LEMA, was and is a resident of 120 Parkway Trailer Ct, Village of Pomona, County of Rockland, State of New York.

9. That at all times herein mentioned, defendant NATHANIEL SOMMER, was and is a resident of 9 Augusta Avenue, Village of Monsey, County of Rockland, State of New York.

10. That at all times herein mentioned, defendant AARON SOMMER, was and is a resident of 9 Augusta Avenue, Village of Monsey, County of Rockland, State of New York.

11. That at all times herein mentioned, defendant PHILLIP SCHONBERGER, was and is a resident of 3 Sands Point Drive, Village of Monsey, County of Rockland, State of New York.

12. That at all times herein mentioned, defendant JOSEPH SCHONBERGER, was and is a resident of 936 West Kennedy Boulevard, Town of Lakewood, State of New Jersey.

13. That at all times herein mentioned, defendant STEVEN SCHONBERGER was and is a resident of 60 S Parker Drive, Village of Monsey, County of Rockland, State of New York.

14. That at all times herein mentioned, defendant JEFFREY SCHONBERGER, was and is a resident of 8 Malka Way, Town of Lakewood, State of New Jersey.

15. That at all times herein mentioned, defendant RAYMOND CANARIO, was and is a resident of 13 Hasbrouck Drive, Town of Garnerville, County of Rockland, State of New York.

16. That at all times herein mentioned, defendant WAYNE BALLARD, was and is a resident of 36 Woodglen Drive, City of New City, County of Rockland, State of New York.

17. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY, was and still is a municipal corporation duly organized and existing under the laws of the State of New York.

18. That at all times herein mentioned, defendants VILLAGE OF SPRING EMPLOYEES "JOHN DOES 1-10", are individuals whose identities are currently

unknown.

19. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC owned the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

20. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC operated the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

21. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC managed the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

22. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC supervised the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

23. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC maintained the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

24. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC controlled the property located at 65 Lafayette Street,

Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

25. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC was the lessee of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

26. That at all times herein mentioned, defendant SPJJ LLC, owned the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

27. That at all times herein mentioned, defendant SPJJ LLC, operated the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

28. That at all times herein mentioned, defendant SPJJ LLC, managed the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

29. That at all times herein mentioned, defendant SPJJ LLC, supervised the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

30. That at all times herein mentioned, defendant SPJJ LLC, maintained the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

31. That at all times herein mentioned, defendant SPJJ LLC, controlled the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

32. That at all times herein mentioned, defendant SPJJ LLC, was the lessor of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

33. That at all times herein mentioned, defendant PHILLIP SCHONBERGER, was and is an owner of defendant EVERGREEN COURT HOME FOR ADULTS SP LLC.

34. That at all times herein mentioned, defendant PHILLIP SCHONBERGER, was and is an owner of defendant SPJJ LLC.

35. That at all times herein mentioned, defendant PHILLIP SCHONBERGER owned the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

36. That at all times herein mentioned, defendant PHILLIP SCHONBERGER operated the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home

for Adults located thereon.

37. That at all times herein mentioned, defendant PHILLIP SCHONBERGER managed the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

38. That at all times herein mentioned, defendant PHILLIP SCHONBERGER supervised the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

39. That at all times herein mentioned, defendant PHILLIP SCHONBERGER maintained the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

40. That at all times herein mentioned, defendant PHILLIP SCHONBERGER controlled the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

41. That at all times herein mentioned, defendant PHILLIP SCHONBERGER was the lessor of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

42. That at all times herein mentioned, defendant PHILLIP SCHONBERGER was the lessee of the property located at 65 Lafayette Street, Village of Spring Valley,

County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

43. That at all times herein mentioned, defendant JOSEPH SCHONBERGER, was and is an owner of defendant EVERGREEN COURT HOME FOR ADULTS SP LLC.

44. That at all times herein mentioned, defendant JOSEPH SCHONBERGER, was and is an owner of defendant SPJJ LLC.

45. That at all times herein mentioned, defendant JOSEPH SCHONBERGER owned the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

46. That at all times herein mentioned, defendant JOSEPH SCHONBERGER operated the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

47. That at all times herein mentioned, defendant JOSEPH SCHONBERGER managed the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

48. That at all times herein mentioned, defendant JOSEPH SCHONBERGER supervised the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

49. That at all times herein mentioned, defendant JOSEPH SCHONBERGER maintained the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

50. That at all times herein mentioned, defendant JOSEPH SCHONBERGER controlled the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

51. That at all times herein mentioned, defendant JOSEPH SCHONBERGER was the lessor of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

52. That at all times herein mentioned, defendant JOSEPH SCHONBERGER was the lessee of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

53. That at all times herein mentioned, defendant STEVEN SCHONBERGER, was and is an owner of defendant EVERGREEN COURT HOME FOR ADULTS SP LLC.

54. That at all times herein mentioned, defendant STEVEN SCHONBERGER, was and is an owner of defendant SPJJ LLC.

55. That at all times herein mentioned, defendant STEVEN SCHONBERGER owned the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home

for Adults located thereon.

56. That at all times herein mentioned, defendant STEVEN SCHONBERGER operated the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

57. That at all times herein mentioned, defendant STEVEN SCHONBERGER managed the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

58. That at all times herein mentioned, defendant STEVEN SCHONBERGER supervised the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

59. That at all times herein mentioned, defendant STEVEN SCHONBERGER maintained the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

60. That at all times herein mentioned, defendant STEVEN SCHONBERGER controlled the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

61. That at all times herein mentioned, defendant STEVEN SCHONBERGER was the lessor of the property located at 65 Lafayette Street, Village of Spring Valley,

County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

62. That at all times herein mentioned, defendant STEVEN SCHONBERGER was the lessee of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

63. That at all times herein mentioned, defendant JEFFREY SCHONBERGER, was and is an owner of defendant EVERGREEN COURT HOME FOR ADULTS SP LLC.

64. That at all times herein mentioned, defendant JEFFREY SCHONBERGER, was and is an owner of defendant SPJJ LLC.

65. That at all times herein mentioned, defendant JEFFREY SCHONBERGER owned the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

66. That at all times herein mentioned, defendant JEFFREY SCHONBERGER operated the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

67. That at all times herein mentioned, defendant JEFFREY SCHONBERGER managed the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

68. That at all times herein mentioned, defendant JEFFREY SCHONBERGER supervised the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

69. That at all times herein mentioned, defendant JEFFREY SCHONBERGER maintained the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

70. That at all times herein mentioned, defendant JEFFREY SCHONBERGER controlled the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

71. That at all times herein mentioned, defendant JEFFREY SCHONBERGER was the lessor of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

72. That at all times herein mentioned, defendant JEFFREY SCHONBERGER was the lessee of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

73. That at all times hereinafter mentioned, defendants EVERGREEN COURT HOME FOR ADULTS SP LLC, SPJJ LLC, DENISE KERR, EMMANUEL LEMA, NATHANIEL SOMMER, AARON SOMMER, PHILLIP SCHONBERGER, JOSEPH

SCHONBERGER, STEVEN SCHONBERGER, and JEFFREY SCHONBERGER, had a duty to properly, prudently and safely own, operate, manage, supervise, maintain, control and lease the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

74. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC retained, hired, and/or employed defendant NATHANIEL SOMMER.

75. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC, is liable for the actions of defendant NATHANIEL SOMMER under the doctrine of *Respondeat Superior*.

76. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC retained, hired, and/or employed defendant AARON SOMMER.

77. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC, is liable for the actions of defendant AARON SOMMER under the doctrine of *Respondeat Superior*.

78. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC retained, hired, and/or employed defendant DENISE KERR.

79. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC, is liable for the actions of defendant DENISE KERR under the doctrine of *Respondeat Superior*.

80. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC retained, hired, and/or employed defendant EMMANUEL LEMA.

81. That at all times herein mentioned, defendant EVERGREEN COURT HOME FOR ADULTS SP LLC, is liable for the actions of defendant EMMANUEL LEMA under the doctrine of *Respondeat Superior*.

82. That at all times herein mentioned, defendant SPJJ LLC retained, hired, and/or employed defendant NATHANIEL SOMMER.

83. That at all times herein mentioned, defendant SPJJ LLC, is liable for the actions of defendant NATHANIEL SOMMER under the doctrine of *Respondeat Superior*.

84. That at all times herein mentioned, defendant SPJJ LLC retained, hired, and/or employed defendant AARON SOMMER.

85. That at all times herein mentioned, defendant SPJJ LLC, is liable for the actions of defendant AARON SOMMER under the doctrine of *Respondeat Superior*.

86. That at all times herein mentioned, defendant SPJJ LLC retained, hired, and/or employed defendant DENISE KERR.

87. That at all times herein mentioned, defendant SPJJ LLC, is liable for the actions of defendant DENISE KERR under the doctrine of *Respondeat Superior*.

88. That at all times herein mentioned, defendant SPJJ LLC retained, hired, and/or employed defendant EMMANUEL LEMA.

89. That at all times herein mentioned, defendant SPJJ LLC, is liable for the actions of defendant EMMANUEL LEMA under the doctrine of *Respondeat Superior*.

90. That at all times herein mentioned, defendant PHILLIP SCHONBERGER retained, hired, and/or employed defendant NATHANIEL SOMMER.

91. That at all times herein mentioned, defendant PHILLIP SCHONBERGER, is liable for the actions of defendant NATHANIEL SOMMER under the doctrine of *Respondeat Superior*.

92. That at all times herein mentioned, defendant PHILLIP SCHONBERGER retained, hired, and/or employed defendant AARON SOMMER.

93. That at all times herein mentioned, defendant PHILLIP SCHONBERGER, is liable for the actions of defendant AARON SOMMER under the doctrine of *Respondeat Superior*.

94. That at all times herein mentioned, defendant PHILLIP SCHONBERGER retained, hired, and/or employed defendant DENISE KERR.

95. That at all times herein mentioned, defendant PHILLIP SCHONBERGER, is liable for the actions of defendant DENISE KERR under the doctrine of *Respondeat Superior*.

96. That at all times herein mentioned, defendant PHILLIP SCHONBERGER retained, hired, and/or employed defendant EMMANUEL LEMA.

97. That at all times herein mentioned, defendant PHILLIP SCHONBERGER, is liable for the actions of defendant EMMANUEL LEMA under the doctrine of *Respondeat Superior*.

98. That at all times herein mentioned, defendant JOSEPH SCHONBERGER retained, hired, and/or employed defendant NATHANIEL SOMMER.

99. That at all times herein mentioned, defendant JOSEPH SCHONBERGER, is liable for the actions of defendant NATHANIEL SOMMER under the doctrine of *Respondeat Superior*.

100. That at all times herein mentioned, defendant JOSEPH SCHONBERGER retained, hired, and/or employed defendant AARON SOMMER.

101. That at all times herein mentioned, defendant JOSEPH SCHONBERGER, is liable for the actions of defendant AARON SOMMER under the doctrine of *Respondeat Superior*.

102. That at all times herein mentioned, defendant JOSEPH SCHONBERGER retained, hired, and/or employed defendant DENISE KERR.

103. That at all times herein mentioned, defendant JOSEPH SCHONBERGER, is liable for the actions of defendant DENISE KERR under the doctrine of *Respondeat Superior*.

104. That at all times herein mentioned, defendant JOSEPH SCHONBERGER retained, hired, and/or employed defendant EMMANUEL LEMA.

105. That at all times herein mentioned, defendant JOSEPH SCHONBERGER, is liable for the actions of defendant EMMANUEL LEMA under the doctrine of *Respondeat Superior*.

106. That at all times herein mentioned, defendant STEVEN SCHONBERGER retained, hired, and/or employed defendant NATHANIEL SOMMER.

107. That at all times herein mentioned, defendant STEVEN SCHONBERGER, is liable for the actions of defendant NATHANIEL SOMMER under the doctrine of *Respondeat Superior*.

108. That at all times herein mentioned, defendant STEVEN SCHONBERGER retained, hired, and/or employed defendant AARON SOMMER.

109. That at all times herein mentioned, defendant STEVEN SCHONBERGER, is liable for the actions of defendant AARON SOMMER under the doctrine of *Respondent Superior*.

110. That at all times herein mentioned, defendant STEVEN SCHONBERGER retained, hired, and/or employed defendant DENISE KERR.

111. That at all times herein mentioned, defendant STEVEN SCHONBERGER, is liable for the actions of defendant DENISE KERR under the doctrine of *Respondent Superior*.

112. That at all times herein mentioned, defendant STEVEN SCHONBERGER retained, hired, and/or employed defendant EMMANUEL LEMA.

113. That at all times herein mentioned, defendant STEVEN SCHONBERGER, is liable for the actions of defendant EMMANUEL LEMA under the doctrine of *Respondent Superior*.

114. That at all times herein mentioned, defendant JEFFREY SCHONBERGER retained, hired, and/or employed defendant NATHANIEL SOMMER.

115. That at all times herein mentioned, defendant JEFFREY SCHONBERGER, is liable for the actions of defendant NATHANIEL SOMMER under the doctrine of *Respondent Superior*.

116. That at all times herein mentioned, defendant JEFFREY SCHONBERGER retained, hired, and/or employed defendant AARON SOMMER.

117. That at all times herein mentioned, defendant JEFFREY SCHONBERGER, is liable for the actions of defendant AARON SOMMER under the doctrine of *Respondeat Superior*.

118. That at all times herein mentioned, defendant JEFFREY SCHONBERGER retained, hired, and/or employed defendant DENISE KERR.

119. That at all times herein mentioned, defendant JEFFREY SCHONBERGER, is liable for the actions of defendant DENISE KERR under the doctrine of *Respondeat Superior*.

120. That at all times herein mentioned, defendant JEFFREY SCHONBERGER retained, hired, and/or employed defendant EMMANUEL LEMA.

121. That at all times herein mentioned, defendant JEFFREY SCHONBERGER, is liable for the actions of defendant EMMANUEL LEMA under the doctrine of *Respondeat Superior*.

122. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY, had a duty to safely, properly and prudently inspect and ensure that all relevant safety codes and regulations were met and complied with at the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

123. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY retained, hired, and/or employed defendant WAYNE BALLARD.

124. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY, is liable for the actions of defendant WAYNE BALLARD under the doctrine of *Respondeat Superior*.

125. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY retained, hired, and/or employed defendant RAYMOND CANARIO.

126. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY, is liable for the actions of defendant RAYMOND CANARIO under the doctrine of *Respondeat Superior*.

127. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY retained, hired, and/or employed defendant VILLAGE OF SPRING VALLEY EMPLOYEES "JOHN DOES 1-10".

128. That at all times herein mentioned, defendant VILLAGE OF SPRING VALLEY, is liable for the actions of defendant VILLAGE OF SPRING VALLEY EMPLOYEES "JOHN DOES 1-10" under the doctrine of *Respondeat Superior*.

129. That at all times herein, defendants VILLAGE OF SPRING VALLEY, WAYNE BALLARD, RAYMOND CANARIO, and VILLAGE OF SPRING VALLEY EMPLOYEES "JOHN DOES 1-10" owed a "special duty" to plaintiff's decedent.

130. That at all times herein, defendants VILLAGE OF SPRING VALLEY, WAYNE BALLARD, RAYMOND CANARIO, and VILLAGE OF SPRING VALLEY EMPLOYEES "JOHN DOES 1-10" breached their "special duty" to plaintiff's decedent.

131. That at all times herein, defendants had actual notice of the dangerous, defective, unsafe, and hazardous condition of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

132. That at all times herein, defendants had constructive notice of the dangerous, defective, unsafe, and hazardous condition of the property located at 65

Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

133. That defendants caused and created the dangerous, defective, unsafe, and hazardous condition of the property located at 65 Lafayette Street, Village of Spring Valley, County of Rockland, State of New York, including the premises known as Evergreen Court Home for Adults located thereon.

134. That defendants had at least fifteen (15) days prior written notice of the dangerous, defective, unsafe, and hazardous condition of the premises.

135. That on March 23, 2021, at approximately 1:00 a.m., plaintiff's decedent Jared Lloyd, a volunteer firefighter with the Spring Valley Fire Department, responded to a fire at the Evergreen Court Home for Adults located at 65 Lafayette Street, Spring Valley, New York.

136. That while evacuating residents from the burning building, plaintiff's decedent became trapped within the building, and called his fellow firefighters for rescue.

137. That despite their attempts at rescue, his fellow firefighters were unable to reach plaintiff's decedent before the burning smoke-filled building collapsed with him inside, resulting in plaintiff's decedent suffering severe personal injuries, mental anguish, and death.

AS AND FOR A FIRST CAUSE OF ACTION FOR

CONSCIOUS PAIN AND SUFFERING

138. The aforesaid occurrence and the injuries sustained by plaintiff's decedent, Jared Lloyd, were caused in whole or significant part by the intentional, knowing, reckless, grossly negligent, negligent, and careless acts and omissions by defendants, and their

agents and employees, and their wanton, willful, and callous disregard for the safety of others, including plaintiff's decedent; in failing to keep and maintain said premises in a safe, proper and lawful condition; in causing, permitting and allowing the aforesaid premises to be, become and remain in a dangerous, defective and hazardous condition representing a danger, menace and nuisance to persons lawfully and properly within the aforesaid premises; in carelessly and negligently failing to have said premises maintained in a proper, safe and lawful condition; in carelessly and negligently failing to warn the plaintiff of the dangerous and hazardous condition that existed at the aforesaid location; in failing to take proper steps to apprise the plaintiff and others lawfully on said premises of the aforesaid dangerous and hazardous condition to become and remain at the aforesaid premises; in creating the aforesaid dangerous and hazardous condition; in failing to take proper steps to remedy the aforesaid dangerous condition; in carelessly and negligently managing, maintaining and controlling the aforesaid premises; in failing to take proper steps to prevent the happening of the occurrence; in failing to set up proper barriers and safeguards; in causing the aforesaid condition to be a danger to life and limb; in failing to correct the aforesaid dangerous and hazardous condition; in causing, permitting and allowing the dangerous, hazardous and defective condition to exist for an unreasonable period of time, when defendants knew, or through the exercise of reasonable care should have known, of the existence of the dangerous, hazardous and defective condition; in operating a 20-pound propane blow torch on the premises; in operating a blow torch without a permit; in failing to conduct or maintain a prework check report; in failing to post signs or warnings that a blow torch was in use; in failing to use shielding for sparks and heat from igniting the blow torch; in failing to provide a fire watch

at the time the blow torch was being operated; in negligently and recklessly engaging in the above conduct while knowing that a request was made to place the fire alarm on "test"; in placing combustible materials unattended and while burning for a period of over twenty minutes; in utilizing the blow torch without taking precautionary care; in falsifying and offering for filing inspection reports and other official reports for the subject premises; in failing to inspect or cause to be inspected the subject premises as often as may be necessary for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire or any violations of the provisions or intent of the Spring Valley Village Code and of any other law affecting the fire hazard; in failing to inspect the subject premises as required by law; in failing to survey the premises and specify the fire protection equipment which should be provided therein; in causing and allowing building code violations to exist upon the subject premises when in the exercise of legal duty and reasonable care those violations would have been prevented and/or corrected; in inspecting the subject premises in a manner intended to overlook building code violations; in undertaking a special duty and obligation to the decedent and breaching that duty and obligation; in failing to inspect and ensure that all relevant safety codes and regulations were met and complied with; in failing to properly and/or timely remedy the aforesaid dangerous condition although it had written notice of the dangerous condition at least fifteen days prior to the complained of incident; in causing the subject fire; in causing and/or allowing a delay in the reporting of the subject fire; in causing and/or allowing hazardous conditions to exist that resulted in the delay in reporting of the subject fire; in causing and/or allowing hazardous conditions to exist that resulted in the rapid spread of the fire; in causing and/or allowing a fire prevention system on the subject premises to be

deactivated and to remain deactivated for an extended and impermissibly long period of time and for an improper purpose; in causing and/or allowing propane torches and tanks to be used in an improper manner within the premises and by unlicensed personnel; in causing and/or allowing improper fire prevention procedures to be employed while propane torches were being utilized within the premises and thereafter, including but not limited to establishing a sufficient "fire watch"; in failing to provide, inspect, and maintain a water and fire suppression system, including fire hydrants, with sufficient pressure and volume to be used to adequately extinguish the subject fire; in failing to adequately train, hire, and supervise their agents and employees, in allowing such agents and employees to continue to be employed while knowing of the delinquency in their duties and falsifying of reports; in causing, creating, and allowing the dangerous, defective and hazardous conditions, conduct, and omissions to exist and/or to timely remedy the aforesaid dangerous condition, conduct and/or condition; in violating applicable laws, rules, statutes, ordinances, and including but not limited to General Municipal Law §§ 205 and 205-a GOL § 11-106; Village of Spring Valley Code §§ 82-11.1 and 82-31; PL §§175.35 Offering a False Instrument for Filing in the First Degree; 175.30 Offering a False Instrument for Filing in the Second Degree; 175.05 Falsifying Business Records in the Second Degree; OSHA Regulations; New York State Labor Law, and all other laws, statutes, rules, ordinances, and regulations applicable to this claim. Plaintiff will further rely on the doctrine of *Res Ipsa Loquitor*.

139. That the foregoing occurrence and the result thereof were caused solely and wholly as a result of the intentional, knowing, reckless, grossly negligent, negligent, and careless acts of the defendants, their agents, servants, and employees, without any negligence on the part of the plaintiff's decedent contributing thereto.

140. That as a result of the foregoing, plaintiff's decedent sustained severe and painful personal injuries, suffered conscious pain and suffering, loss of enjoyment of life, and fear and consciousness of impending death.

141. That plaintiff's decedent sustained a "Grave Injury" as defined by the Workers' Compensation Law of the State of New York.

142. The limitations set forth in CPLR Section 1601 do not apply by reason of one or more of the exceptions of CPLR Section 1602.

143. By reason of the foregoing, the plaintiff has been damaged in a sum of money having a present value that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter, together with punitive damages.

AS AND FOR A SECOND CAUSE OF ACTION FOR WRONGFUL DEATH

144. Plaintiff, SABRAIL DAVENPORT, as Administrator of the Estate of JARED CALVIN LLOYD a/k/a JARED LLOYD, repeats, reiterates and realleges each and every paragraph of the complaint number "1" through "143" with the same force and effect as fully set forth at length herein.

145. The plaintiff has commenced this action on behalf of decedent's distributees to recover for the wrongful death of the decedent.

146. The intentional, knowing, reckless, grossly negligent, and negligent actions and conduct of the defendants, their agents, servants and employees as aforesaid, and their conscious and deliberate disregard for the safety of others, caused the death of plaintiff's decedent, Jared Lloyd.

147. The plaintiff's decedent was survived by distributees, on whose behalf this action has been commenced.

148. As a result of Plaintiff's decedent's death, Plaintiff's decedent's distributees have suffered emotional and psychological loss, pecuniary loss including the loss of physical and emotional support, love, affection, voluntary assistance, services, care, nurture and guidance, and have incurred funeral expenses and expenses due to the medical aid, nursing and attention incident to the injury causing death.

149. By reason of the foregoing, the Plaintiff has been damaged in a sum of money having a present value that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter, together with punitive damages.

CONDITIONS PRECEDENT

150. That by Order of the Supreme Court of the State of New York, Rockland County, dated July 14, 2022, Plaintiff was granted leave to serve a Notice of Claim, *nunc pro tunc*.

151. That on July 18, 2022, a Notice of Claim and Demand for Adjustment of Damages was duly presented and served upon defendant VILLAGE OF SPRING VALLEY and its defendant employees.

152. Although more than 30 days have elapsed since the presentation and service of the Notice of Claim and Demand for Adjustment of Damages, defendant failed to make any adjustment and/or payment of this claim.

153. The plaintiff complied with the defendant's demand for examination pursuant to 50-h of the General Municipal Law, to wit: on August 31, 2022.

154. This action is being commenced within one year and ninety days after the happening of the event upon which the claim is based, by virtue of the Stay in place while the Motion to Serve a Notice of Claim *nunc pro tunc* was pending.

155. This action is being commenced within two years after the happening of the event upon which the claim is based.

WHEREFORE, plaintiff demands judgment against defendants:

(a) on the First Cause of Action in a sum exceeding the jurisdiction of all lower Courts that might otherwise have jurisdiction over this matter;

(b) on the Second Cause of Action in a sum exceeding the jurisdiction of all lower Courts that might otherwise have jurisdiction over this matter;

(c) Punitive Damages on all Causes of Action;

(e) together with the costs and disbursements of this action, and with interest from the date of this accident.

Dated: New York, New York
September 6, 2022

FRIEDMAN, LEVY, GOLDFARB & GREEN, P.C.
Attorneys for Plaintiff
250 West 57th Street - Suite 1619
New York, New York 10107
(212) 307-5800

By 
CHARLES E. GREEN, ESQ.

INDIVIDUAL VERIFICATION

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

SABRAIL DAVENPORT, being duly sworn deposes and says:

That deponent is the plaintiff in the annexed Complaint and has read the foregoing Complaint and knows the contents thereof, that the same is true to his/her knowledge, except as to those matters stated to be alleged upon information and belief, and to those matters he/she believes to be true.

Sabrail Davenport

Sworn to before me this 6th
day of SEPTEMBER, 20 22

[Signature]
NOTARY PUBLIC
LAURA V. CORTES
Notary Public, State of New York
No. 01CO6270874
Qualified in Queens County
Commission Expires October 22, 2024