

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

FILED:
INDEX NO:

-----X
JOHN SARNES,

SUMMONS

Plaintiff,
-against-

Plaintiff designates
Richmond County
as the place of trial.

THE CITY OF NEW YORK,

The basis of venue is:
Situs of Occurrence

Defendant.

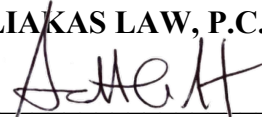
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TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, to, if the complaint is not served with the summons, to serve a notice of appearance, on Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (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 herein.

Dated: New York, New York
May 14, 2024

The nature of this action is for injuries sustained as a result of Defendant's negligence.

LIAKAS LAW, P.C.


By: Scott A Steinberg, Esq.
Attorneys for Plaintiff
40 Wall Street, 50th Floor
New York, New York 10005
(212) 937-7765

KI LEGAL

Co-Counsel for Plaintiff
40 Wall Street, 49th Floor
New York, New York 10005
(646) 766-8308

Failure to respond, a judgment will be against you, by default and interest from February 17, 2023.

Names and Addresses of Defendant(s) to be served

THE CITY OF NEW YORK

100 CHURCH STREET

NEW YORK, NEW YORK 10007

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

FILED:
INDEX NO:

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JOHN SARNES,

VERIFIED COMPLAINT

Plaintiff,

-against-

THE CITY OF NEW YORK,

Defendant.

-----X

Plaintiff, by their attorneys, **LIAKAS LAW, P.C.**, and **KI LEGAL**, complaining of Defendants herein, respectfully shows to this court and alleges as follows:

1. That Plaintiff, **JOHN SARNES**, at all times herein mentioned, was and still is a resident of the County of Richmond and the State of New York.
2. That at all of the times hereinafter mentioned, and upon information and belief, Defendant, **THE CITY OF NEW YORK**, was a municipal authority duly constituted and existing under and by virtue of the Laws of the State of New York.
3. That on or about May 12, 2023, a Notice of Claim was served on Defendant, **THE CITY OF NEW YORK**, prior to the commencement of this action.
4. That on or about May 12, 2023, Plaintiff, **JOHN SARNES**, herein duly presented in writing to Defendant, **THE CITY OF NEW YORK**, the claim for damages herein set forth and upon which this action is founded, and that said claim was presented for adjustment.
5. A hearing pursuant to §50(h) of the General Municipal Law was held.
6. That all conditions precedent to the bringing of this action have been complied with.
7. That more than thirty (30) days have passed since the service of said Notice and the claim has not been adjusted or paid to date.

8. That this action was commenced within one year and ninety (90) days after the accrual of the cause of action herein.
9. That on February 17, 2023, **THE NEW YORK CITY FIRE DEPARTMENT**, was a department within the control of **THE CITY OF NEW YORK**, a municipal corporation.

AS AND FOR A FIRST CAUSE OF ACTION

10. That all times herein mentioned, Plaintiff, **JOHN SARNES**, repeats and reiterates each and every paragraph previously set forth.
11. That, on or about February 17, 2023, Plaintiff, **JOHN SARNES**, was employed as a firefighter by the New York City Fire Department.
12. At all times hereinafter mentioned, General Municipal Law, Section 205-a (amended on October 9, 1996), provided, among other things, as follows:

SECTION 205-a. ADDITIONAL RIGHT OF ACTION TO CERTAIN
INJURED OR REPRESENTATIVES OF CERTAIN DECEASED FIREMEN.

1. In addition to any other right of action or recovery under any other provision of law, in the event any accident, causing injury, death or a disease which results in death, occurs directly or indirectly as a result of any neglect, omission, willful or culpable negligence of any person or persons in failing to comply with the requirements of any of the statutes, ordinances, rules, orders and requirements of the federal, state, county, village, town or city governments or of any and all their departments, divisions and bureaus, the person or persons guilty of said neglect; omission, willful or culpable negligence at the time of such injury or death shall be liable to pay any officer, member, agent or employee of any fire department injured, or whose life may be lost while in the discharge or performance at any time or place of any duty imposed by the fire commissioner, fire chief or other superior officer of the fire department, or to pay to the wife and children, or to pay to the parents, or to pay to the brothers and sisters, being the surviving heirs-at-law of any deceased person

thus having lost his life, a sum of money, in case in case of injury to person, not less than ten thousand dollars, and in case of death not less than forty thousand dollars, such liability to be determined and such sums recovered in an action to be instituted by any person injured or the family or relatives of any person killed as aforesaid.

2. Notwithstanding any other provision of law, including sections fifty-e and fifty-i of this chapter, section thirty-eight hundred thirteen of the education law, section ten of the court of claims act and the provisions of any general, special or local law or charter requiring as a condition precedent to commencement of an action or special proceeding that a notice of claim be filed or present, every cause of action for the personal injury or wrongful death of a firefighter which was pending on or after January first, nineteen hundred eighty-seven, or which was dismissed on or after January first, nineteen hundred eighty-seven, because this section was not yet effective, or which would have been actionable on or after January first, nineteen hundred eighty-seven had this section been effective is hereby revived and an action thereon may be commenced at any time provided that such action is commenced on or before June thirtieth, two thousand.

3. This section shall be deemed to provide a right of action regardless of whether the injury or death is caused by the violation of a provision which codifies a common-law duty and regardless of whether the injury or death is caused by the violation of a provision prohibiting activities or conditions which increase the dangers already inherent in the work of any officer, member, agent or employee of any fire department.

13. That, on or about February 17, 2023, a fire occurred at the premises located at 88 Shotwell Ave. and spread to the premises located at 84 Shotwell Ave, in the County of Richmond, City and State of New York.
14. That on February 17, 2023, Plaintiff **JOHN SARNES** responded to the fire at 88 Shotwell Ave, in the County of Richmond, City and State of New York, in the course of his employment as a New York City Firefighter.

15. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had a global policy (hereinafter “closure policy”) of closing firehouses when that fire company was required to attend physicals.
16. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had a closure policy of closing firehouses when that fire company was required to attend physicals without properly replacing and/or restaffing said firefighters or said company.
17. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had a closure policy of closing firehouses when that fire company was required to attend physicals without properly replacing engines left out of service by the closure and without putting a relocator engine or company in place.
18. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had a closure policy that refused to pay firefighters overtime or to properly staff the closed firehouse, and instead relied on a defective closure policy to cover for the closed firehouse.
19. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had a closure policy of closing firehouses when that fire company was required to attend physicals, leaving sections of the geographical area unprotected and lacking a proper response time.
20. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had a closure policy of closing firehouses when that fire company was required to attend physicals, leaving sections of the County of Richmond unprotected and lacking a proper response time.
21. That as a result of that closure policy, responding firefighters faced a heightened and unreasonable risk of harm above and beyond normal firefighting conditions.

22. That as a result of that closure policy, responding firefighters, including Plaintiff **JOHN SARNES**, faced a heightened and unreasonable risk of harm beyond normal firefighting conditions.
23. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** closed the Fire Station Engine 167 for that company to attend physicals.
24. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** closed the firehouse geographically closest to 88 Shotwell Ave, in the County of Richmond, City and State of New York.
25. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** closed the Fire Station Engine 167 for that company to attend physicals, without properly replacing and/or restaffing said firefighters or said company, and without properly replacing engines left out of service by the closure.
26. That on February 17, 2023, Defendant **THE CITY OF NEW YORK** refused to pay firefighters overtime or to properly staff the closed firehouse, and instead relied on a defective closure policy to cover for the closed firehouse.
27. That the closure policy placed undue stress on the surrounding and covering firefighters and firehouses.
28. That the closure policy made the response times of the surrounding, covering and responding firefighters and firehouses longer than normal accepted response times.
29. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** closed the Fire Station Engine 167 for that company to attend physicals, without properly replacing and/or restaffing said firefighters or said company, and without properly replacing engines left out of service by the closure, without putting a relocator engine or company in place,

leaving sections of the geographical area unprotected and lacking a proper response time, in turn creating a heightened risk of harm to the firefighters then responding, including Plaintiff **JOHN SARNES**.

30. That on or about February 17, 2023, Defendant **THE CITY OF NEW YORK** failed to properly staff a replacement firehouse and/or place a relocater at or for the closed firehouse, caused a delay in the response by the FDNY and in turn created a condition that was above and beyond normal firefighting conditions, and negligently and unreasonably increased the risk of harm to Plaintiff, **JOHN SARNES**.
31. That on February 17, 2023, this closure policy allowed the fire to initially burn for a period longer than would have normally occurred.
32. That on February 17, 2023, this closure policy and improper restaffing caused delay for responding firefighters to respond.
33. That, on or about February 17, 2023, said delay and policy of closures allowed the fire to burn, without control, for a period longer than would have occurred had the local company not been closed.
34. That, on or about February 17, 2023, said delay and policy of closures allowed the fire to burn, without control, for a period longer than would have occurred had the local company not been closed, leading to rapidly deteriorating conditions at the location and causing the conditions inside the premises to deteriorate,
35. That, on or about February 17, 2023, said delay and policy of closures allowed the fire to burn, without control, for a period longer than would have occurred had the local company not been closed, leading to rapidly deteriorating conditions at the location and causing the

conditions inside the premises to deteriorate, causing increased risk to Plaintiff **JOHN SARNES**.

36. That, on or about February 17, 2023, said delay to other companies responding from further away locations caused a delay in response time for the second and third engines to arrive, unreasonably increasing the risk of harm to Plaintiff, **JOHN SARNES**, and his expected potential for harm.
37. That as a result of the closure policy, responding fire engines from other geographical areas were caused to have to react in an unreasonable and reckless manner when responding to fires. This closure policy exerted unnecessary pressure on other battalions, engines, and covering firefighters from other firehouses and battalions when responding to calls and caused responding firefighters to operate responding engines in a negligent and reckless manner.
38. That on February 17, 2023, in response to the fire, and as a result of the closure policy, FDNY Engine 162, attempted to respond to the fire at 88 Shotwell Ave., County of Richmond, City of New York.
39. That on February 17, 2023, as part of the closure policy, engines that were in service and closer to the location of the fire were never put in service and/or activated or sent to respond to the fire, solely due to the closure policy.
40. That the fire engine from Engine 162 was covering the fire due to the closure policy.
41. That the fire engine from Engine 162 never arrived at the location of the fire.
42. That the fire engine from Engine 162 was involved in a motor vehicle accident while responding to the fire and never arrived at the location of the fire.

43. That the operator of the fire engine from Engine 162 violated the Vehicle and Traffic Law, while on route to the fire, causing a motor vehicle accident with another civilian vehicle.
44. That the driver of the engine from Engine 162 violated the Vehicle and Traffic Law and in turn caused the motor vehicle accident.
45. That as a result of the motor vehicle accident, necessary lifesaving and firefighting support never arrived at the scene for Plaintiff **JOHN SARNES**.
46. As a result of the necessary support not arriving on the scene, the Plaintiff **JOHN SARNES** suffered an increased and unreasonable risk of harm, above and beyond normal firefighting conditions.
47. That the engine involved in the accident was responding to the location of the fire due to the closure policy of the Defendant **THE CITY OF NEW YORK**.
48. That the engine involved in the accident violated the Vehicle and Traffic Law, and the actions of its' driver, in operating the engine in a reckless and negligent manner, were caused by the closure policy of Defendant **THE CITY OF NEW YORK**.
49. That the motor vehicle accident was caused by the actions of the driver of the fire engine 162, whose actions were influenced by and/or a reaction to the closure policy of Defendant **THE CITY OF NEW YORK**.
50. That Defendant **THE CITY OF NEW YORK** violated the said statutes in that said defendant did own, operate, maintain, supervise and control said motor vehicle in a dangerous, negligent, reckless and careless fashion; failed to exercise proper, reasonable and prudent control over said motor vehicle; in operating the motor vehicle at a dangerous and reckless rate of speed; and failing to properly control the speed of said motor vehicle; in failing to properly check the speed of the motor vehicle; in operating the motor vehicle

at a speed that was unreasonable and not prudent on their conditions then and there existing; failed to obey traffic control device; failed to properly apply the brakes to the fire engine; failed to properly and prudently observe the road, roadway and traffic conditions then in their existent; and feeling to avoid the happening of an accident and influences what the traffic conditions and traffic control devices then existing.

51. Further, Defendant was negligent in their training of the operator of Engine 162, in failing to use reasonable care in the operation of their motor vehicle; in failing to approach another vehicle with care and reasonableness; in operating the vehicle with reckless disregard of other vehicles in the roadway; in operating the vehicle with reckless disregard of the affects their actions would have on drivers around them; in failing to supply said vehicle with adequate brakes that were in good working order; in failing to train, instruct and/or supervise the aforesaid operator of the vehicle; in failing to observe any and all traffic signs, signals and/or devices; in failing to drive and operate said vehicle consistent with the flow of traffic
52. That on February 17, 2023, Defendant **THE CITY OF NEW YORK** controlled, operated, and maintained the firetruck utilized by Engine 162.
53. That prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** negligently failed to periodically review the driving record of the operator of Engine 162.
54. That Defendant, their agents, servants, licensees and employees, were negligent, careless and reckless in the ownership, operation, management, maintenance, repair, supervision, entrustment, use and control of the aforesaid vehicle(s) and were otherwise negligent, careless and reckless under the circumstances then and there prevailing.

55. That the closure policy of Defendant **THE CITY OF NEW YORK** caused needed support for Plaintiff **JOHN SARNES** to never arrive, and negligently and unreasonably increased the risk of harm to Plaintiff **JOHN SARNES** above and beyond normal firefighting conditions.
56. That the closure policy of Defendant **THE CITY OF NEW YORK** caused needed lifesaving and firefighting support for Plaintiff **JOHN SARNES** to never arrive, and unreasonably heightened the risk of harm to Plaintiff **JOHN SARNES**.
57. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had actual knowledge of the closure policy, and the effects on the surrounding geographically located firehouses.
58. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had actual knowledge of the closure policy, and the effects on the surrounding geographically located firehouses, in that they created the closure policy.
59. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had actual knowledge of the closure policy, and the effects on the surrounding geographically located firehouses, especially in Richmond County, in the City of New York.
60. That prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had actual knowledge that the closure policy negligently and unreasonably increased the risk of harm to responding firefighters, above and beyond normal and expected firefighting conditions.
61. That prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** had actual knowledge that the closure policy negligently and unreasonably increased the risk of harm to responding firefighters, especially those stationed in Richmond County, in the City and

State of New York, including Plaintiff **JOHN SARNES**, above and beyond normal and expected firefighting conditions.

62. That, on or about February 17, 2023, Defendant **THE CITY OF NEW YORK** had actual and constructive notice of the delayed response time, and increased risk of harm to responding firefighters, and to Plaintiff, **JOHN SARNES**, as a result of said closure policy and the inadequate replacement staffing of firefighters and equipment, and still failed to remedy the situation, failed to attempt to correct the situation, and followed a pattern and closure policy that increased the risk of harm to responding firefighters.
63. That, on or about February 17, 2023, Defendant **THE CITY OF NEW YORK** had actual and constructive notice of the delayed response time, and increased risk of harm to responding firefighters, and to Plaintiff, **JOHN SARNES**, as a result of said closure policy and the inadequate replacement staffing of firefighters and equipment, and still failed to remedy the situation, failed to attempt to correct the situation, and followed a pattern and closure policy that increased the risk of harm to responding firefighters. especially those stationed in Richmond County, in the City and State of New York, including Plaintiff **JOHN SARNES**, in a negligent and grossly negligent manner.
64. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** instituted the closure policy arbitrarily, capriciously, irrationally and without regard for the safety of firefighter of the City of New York.
65. That on and prior to February 17, 2023, Defendant **THE CITY OF NEW YORK** instituted the closure policy arbitrarily, capriciously, irrationally and without regard for the safety of firefighter of the City of New York, especially those stationed in Richmond County, in the City of New York, such as Plaintiff **JOHN SARNES**.

66. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK** was required to provide essential safety and adequate firefighting support for use by and to firefighters in its employ, including Plaintiff, **JOHN SARNES**.
67. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK**, was required to provide the firefighters in its employ, including Plaintiff, **JOHN SARNES** with essential safety and adequate firefighting support.
68. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK**, failed to provide proper essential safety and adequate firefighting support to the members of the Fire Department in its employ, including Plaintiff, **JOHN SARNES**.
69. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK**, was required to provide the firefighters in its employ, including Plaintiff, **JOHN SARNES**, with proper equipment and support, but failed to provide such support to the members of the Fire Department in its employ on February 17, 2023, while they were performing firefighting operations at 84 Shotwell Ave and 88 Shotwell Ave, in the County of Richmond, City and State of New York.
70. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK CITY**, its agents, servants and/or employees, were required to follow mandated and necessary firefighting procedures during firefighting operations, including rules intended to protect the safety of firefighters.
71. The aforesaid rules and procedures include but are not limited to, the "Two In/Two Out" rule, as mandated by law.

72. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK CITY**, servants and/or employees, refused and neglected to follow all aforesaid necessary mandated firefighting rules, including, but not limited to; the "Two In/Two Out" rule.
73. That as a result of the conditions caused by the above, Plaintiff **JOHN SARNES** faced unreasonably deteriorating conditions without proper support, and found himself trapped by fire.
74. That as a result of the conditions caused by the above, Plaintiff **JOHN SARNES** faced impending death due to the unreasonably increased risk of harm, and was caused to fall on a broken step.
75. That as a result of the conditions caused by the above, Plaintiff **JOHN SARNES**, while in the course and scope of his duties as a firefighter, sustained injury.
76. That as a result of the above, Plaintiff **JOHN SARNES** was seriously injured and caused to sustain permanent injuries.
77. That, on or about February 17, 2023, Plaintiff, **JOHN SARNES**, while in the course and scope of his duties as a firefighter, was seriously injured.
78. That the above was caused by the actions of the Defendant.
79. That, by reason of the foregoing and the negligence of Defendants, Plaintiff, **JOHN SARNES** was severely injured, bruised, and wounded, suffered, still suffers, and will continue to suffer for some time physical pain, mental grief, and bodily injuries, and became sick, sore, lame, and disabled, and so remained for a considerable length of time.
80. That, by reason of the foregoing, Plaintiff, **JOHN SARNES**, was compelled to and did necessarily require medical aid and attention, and did necessarily pay and become liable

therefore for medicines, and upon information and belief, Plaintiff will necessarily incur similar expenses.

81. The aforementioned occurrence took place as a result of the carelessness, recklessness and negligence of Defendant, **THE CITY OF NEW YORK**, its agents, servants and/or employees, as aforesaid.
82. That as a result of the foregoing, Plaintiff, **JOHN SARNES**, sustained damages in an amount which exceeds the jurisdictional limits of all other Courts which would otherwise have jurisdiction.
83. That by reason of the foregoing, the Plaintiff, **JOHN SARNES**, was damaged in an amount exceeding seventy-five thousand dollars.

AS AND FOR A SECOND CAUSE OF ACTION

84. Plaintiff repeats and re-alleges each and every allegation contained in the complaint above and in the First Cause of Action as if set forth more fully herein.
85. By reason of the actions of Defendant, **THE CITY OF NEW YORK**, having violated certain statutes, ordinances, rules, orders, regulations and requirements, including, but not limited to, the Occupational Safety and Health Act 29 C.F.R. Section 1910.134; the rules and regulations of the National Institute of Occupational Safety and Health (NIOSH); the rules and regulations of the Public Employee Safety and Health (PESH) Commission; the National Fire Protection Association; the International Association of Fire Fighters; the U.S Fire Administration, the OSHA Respiratory Protection Standard, the National Fire Academy; RCNY Title 3, New York City Fire Department Rules and Regulations; the New York City Charter, Chapter 19; the Fire Code; New York State Executive Law Article 6-

C; the New York State Vehicle and Traffic Law; and the Labor Law of the State of New York, Sections 27-A; 200; 240; and 241(6), Plaintiff, **JOHN SARNES**, was injured.

86. By reason of the foregoing, Defendant **CITY OF NEW YORK**, is liable to the plaintiffs pursuant to the provisions of General Municipal Law Section 205-a.

87. That as a result of the foregoing, Plaintiff, **JOHN SARNES**, sustained damages in an amount which exceeds the jurisdictional limits of all other Courts which would otherwise have jurisdiction.

88. That by reason of the foregoing, the Plaintiff, **JOHN SARNES**, was damaged in an amount exceeding seventy-five thousand dollars.

AS AND FOR A THIRD CAUSE OF ACTION

89. Plaintiff repeats and re-alleges each and every allegation contained in the complaint above and in the First and Second Causes of Action as if set forth more fully herein.

90. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK**, was obligated to provide Plaintiff, **JOHN SARNES** with a safe place to work, including providing proper life support and firefighting support to Plaintiff, **JOHN SARNES** properly.

91. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK** failed to provide a safe place to work or to provide proper life support and firefighting support to Plaintiff, **JOHN SARNES** properly.

92. That on February 17, 2023, the closure policy caused rapid deterioration of the premises and of the safe place to work provided to all firefighters in New York City.

93. That on February 17, 2023, the closure policy caused rapid deterioration of the premises and of the safe place to work provided to Plaintiff **JOHN SARNES**.

94. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK** failed in the hiring, training, supervision, managing, and oversight given of their employees and their control of and/or training of those employees; in negligently hiring, training, supervising, and directing their agents, servants, contractors, and/or employees; in failing to provide proper equipment to repair, replace, amend, correct these conditions, policies, and lack of firefighting support and manpower, and in otherwise being careless, reckless and negligent.
95. That, on or about February 17, 2023, Defendant, **THE CITY OF NEW YORK CITY** failed to replace and restaff personnel and equipment, caused responding engines to act in a reckless manner, yet did not attempt to change said policy, increasing the risk of harm to Plaintiff, **JOHN SARNES**, and causing said injuries.
96. That, on or about February 17, 2023, this closure policy, in addition to increasing the expected risk of harm, caused Plaintiff, **JOHN SARNES** to enter the premises without the proper line support, engine support, and manpower support in violation of New York City Fire Department rules and regulations, causing claimant to become trapped and suffer injuries.
97. That the aforesaid actions, and Defendant **THE CITY OF NEW YORK**, violated the Labor Law of the State of New York, Section 27-A.
98. That the aforesaid actions, and Defendant **THE CITY OF NEW YORK**, violated the Labor Law of the State of New York, Sections 200, 240 and 241(6).
99. That Defendant **THE CITY OF NEW YORK** violated Section 23 of the New York State Industrial Code.

100. That, by reason of the foregoing, Plaintiff, **JOHN SARNES**, has been unable to attend to his usual occupation in the manner required.
101. That as a result of the foregoing, Plaintiff, **JOHN SARNES**, sustained damages in an amount which exceeds the jurisdictional limits of all other Courts which would otherwise have jurisdiction.
102. That by reason of the foregoing, the Plaintiff, **JOHN SARNES**, was damaged in an amount exceeding seventy-five thousand dollars.

AS AND FOR A FOURTH CAUSE OF ACTION

103. Plaintiff repeats and re-alleges each and every allegation contained in the complaint above and in the First, Second, Third Causes of Action as if set forth more fully herein.
104. At all times relevant times, Plaintiff still is a member of the New York City Fire Department.
105. That the closure policy, implemented in Richmond County by the Defendant **THE CITY OF NEW YORK** has caused and will continue to cause irreparable harm and unreasonable and increased risk of harm to plaintiff and all other firefighters employed by defendant in Richmond County.
106. That the closure policy was an intentional act and policy implemented by Defendant **THE CITY OF NEW YORK**.
107. That there is no adequate remedy at law to redress Defendant **CITY OF NEW YORK's** intentional actions.
108. That plaintiff, and other firefighters similarly situated, are permanently aggrieved by the closure policy, and exposed to a higher risk of injury solely due to the policy.

109. By reason of the foregoing, plaintiff is entitled to a preliminary and permanent injunction and/or otherwise injunctive relief enjoining defendant **CITY OF NEW YORK** from (a) continuing to implement the closure policy in the County of Richmond, City of New York; and (b) from closing firehouses pursuant to the closure policy in the County of Richmond, City of New York, without properly staffing the closed firehouse.

WHEREFORE, the Plaintiff, **JOHN SARNES** demands judgment against the defendants herein, on all causes of actions, for an amount which exceeds the jurisdictional limits of all other Courts which would otherwise have jurisdiction herein, together with costs and disbursements of this action, and with interest from the date of the accident, in an amount to be determined upon trial of this action.

Dated: New York, New York
May 14, 2024

LIAKAS LAW, P.C.



By: Scott A Steinberg, Esq.
Attorneys for Plaintiff
40 Wall Street, 50th Floor
New York, New York 10005
(212) 937-7765

KI LEGAL

Co-Counsel for Plaintiff
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New York, New York 10005
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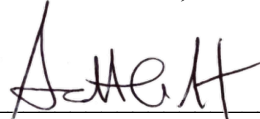
ATTORNEY'S VERIFICATION

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

I, the undersigned, an attorney admitted to practice in the courts of New York State, state under penalty of perjury that I am one of the attorneys for Plaintiff in the within action; I have read the foregoing **SUMMONS AND VERIFIED COMPLAINT** and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe to be true. The reason this verification is made by me and not by my client is that my client is not presently in the County where I maintain my offices. The grounds of my belief as to all matters not stated upon my own knowledge are the materials in my file and the investigations conducted by my office.

Dated: New York, New York
May 14, 2024

LIAKAS LAW, P.C.



By: Scott A. Steinberg, Esq.
Attorney for Plaintiff
40 Wall Street, 50th Floor
New York, New York 10005
(212) 937-7765

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

JOHN SARNES,

Plaintiff,

-against-

THE CITY OF NEW YORK,

Defendant.

LIAKAS LAW, P.C.
40 Wall Street, 50th Floor
New York, New York 10005
212.937.7765

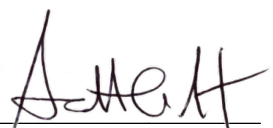
SUMMONS AND VERIFIED COMPLAINT

STATE OF NEW YORK, COUNTY OF YORK, SS:

SCOTT A. STEINBERG, the undersigned, an attorney admitted to practice in the Courts of New York State, affirms the following:

I further certify that my signature below acts as a “certification” for the documents attached hereto, in compliance with section 130-1.1-a of the Rules of the Chief Administrator (22 NYCRR).

Dated: New York, New York
May 14, 2024



Scott A. Steinberg, Esq.

PLEASE TAKE NOTICE

- () that the within is a (certified) true copy of a Notice of entered in the Office of the clerk of the within Entry named Court on

 - () that an Order of which the within is a true copy will be presented for Notice of settlement to the Hon. one of the Judges of the Settlement within named Court, on at
-