

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
PENELOPE L. WARD, as Administrator of the Estate of
ISAAC WARD, deceased,

Plaintiff,

-against-

BDN ASSOCIATES, INC. d/b/a THE CELTIC CORNER,
DENNIS O'BRIEN, BRIAN J. DOYLE, DR & RD, INC.
d/b/a BRAZEN FOX, RORY DOLAN, DECLAN
RAINSFORD, BUTTERFIELD 8 WP LLC d/b/a
BROTHER JIMMY'S BBQ, CHRISTOPHER COCOZZIELLO,
JOHN GAZZOLA and HARRY KYREAKEDES,

Defendants.
-----X

Index No. :

Date Filed:

Plaintiff designates
Westchester County as the
place of Trial

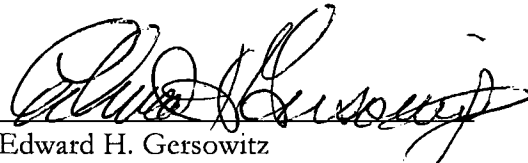
SUMMONS

The basis of venue is BDN
Associates, Inc.'s principal
place of business

To the above named Defendants:

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

Dated: New York, New York
January 26, 2018



Edward H. Gersowitz
GERSOWITZ LIBO & KOREK, P.C.
Attorneys for Plaintiff
111 Broadway, 12th Floor
New York, New York 10006
212-385-4410

Defendants' Addresses:

BDN Associates Inc. d/b/a The Celtic Corner (*via Secretary of State*)
31 Ogden Place
Dobbs Ferry, New York 10522

Dennis O'Brien
100 Cedar Street, Apt. B8
Dobbs Ferry, New York 10522

Brian J. Doyle
108 Ogden Avenue
Dobbs Ferry, New York 10522

DR & RD Inc. d/b/a Brazen Fox (*via Secretary of State*)
c/o Declan Rainsford
175-179 Mamaroneck Avenue
White Plains, New York 10601

Rory Dolan
35 King Avenue
Yonkers, New York 10704

Declan Rainsford
180 Bronxville Road
Bronxville, New York 10708

Butterfield 8 WP LLC d/b/a Brother Jimmy's BBQ (*via Secretary of State*)
c/o Public House Investments
Suite 480
1819 John F. Kennedy Boulevard
Philadelphia, Pennsylvania 19103

Christopher Coccoziello
585 West Street
Harrison, New York 10528

John Gazzola
176 Barclay Drive
Stamford, Connecticut 06903

Harry Kyreakedes
133 Beacon Hill Drive, Apt. F19
Dobbs Ferry, New York 10522

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
PENELOPE L. WARD, as Administrator of the Estate of
ISAAC WARD, deceased,

Index No. :

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Plaintiff,

-against-

**VERIFIED
COMPLAINT**

BDN ASSOCIATES, INC. d/b/a THE CELTIC CORNER,
DENNIS O'BRIEN, BRIAN J. DOYLE, DR & RD, INC.
d/b/a BRAZEN FOX, RORY DOLAN, DECLAN
RAINSFORD, BUTTERFIELD 8 WP LLC d/b/a
BROTHER JIMMY'S BBQ, CHRISTOPHER COCOZZIELLO,
JOHN GAZZOLA and HARRY KYREAKEDES,

Defendants.
-----X

Plaintiff, by her attorneys, GERSOWITZ LIBO & KOREK, P.C., as and for her Verified
Complaint, respectfully alleges, upon information and belief, based upon information currently
available to counsel, the following:

1. That at all times herein mentioned, Plaintiff, PENELOPE L. WARD, was a resident of the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester and State of New York.
2. That at all times herein mentioned, Plaintiff, PENELOPE L. WARD, was the mother of the decedent ISAAC WARD.
3. That on March 15, 2017, the Surrogate's Court of the State of New York, Westchester County, issued Letters of Limited Administration to Plaintiff, PENELOPE L. WARD, appointing her Administrator of the Estate of ISAAC WARD (copy of Letters annexed hereto).
4. That at all times herein mentioned, Plaintiff's decedent, ISAAC WARD, was a resident of the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester and State of New York.

5. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., was and still is a domestic business corporation duly organized and existing by virtue of the laws of the State of New York.

6. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., conducted business in the County of Westchester and State of New York, with a place of business located at 71-73 Main Street, Dobbs Ferry, New York 10522.

7. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., conducted business in the County of Westchester and State of New York, with a place of business known as "The Celtic Corner" located at 71-73 Main Street, Dobbs Ferry, New York 10522.

8. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, was a resident of the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester and State of New York.

9. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, was a resident of the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester, and State of New York.

10. That at all times herein mentioned, Defendant, DR & RD, INC., was and still is a domestic business corporation duly organized and existing by virtue of the laws of the State of New York.

11. That at all times herein mentioned, Defendant, DR & RD, INC., conducted business in the County of Westchester and State of New York, with a place of business located at 175 Mamaroneck Avenue, White Plains, New York 10601.

12. That at all times herein mentioned, Defendant, DR & RD, INC., conducted business in the County of Westchester and State of New York, with a place of business known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601.

13. That at all times herein mentioned, Defendant, RORY DOLAN, was a resident of the City of Yonkers, County of Westchester and State of New York.

14. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, was a resident of the Village of Bronxville, Town of Eastchester, County of Westchester, and State of New York.

15. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, was and still is a domestic limited liability company duly organized and existing by virtue of the laws of the State of New York.

16. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, conducted business in the County of Westchester and State of New York, with a place of business located at 147 Mamaroneck Avenue, White Plains, New York 10601.

17. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, conducted business in the County of Westchester and State of New York, with a place of business known as "Brother Jimmy's BBQ" located at 147 Mamaroneck Avenue, White Plains, New York 10601.

18. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, was a resident of the Town of Harrison, County of Westchester, and State of New York.

19. That at all times herein mentioned, Defendant, JOHN GAZZOLA, was a resident of the City of Stamford, County of Fairfield, and State of Connecticut.

20. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was a resident of the Village of Dobbs Ferry, Town of Greenburgh, County of Westchester, and State of New York.

21. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, owned a certain motor vehicle, to wit, a 2013 Jeep bearing New York State license and registration HCJ2487 and vehicle identification number 1C4RJFAG0DC528175.

22. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, maintained the aforescribed motor vehicle.

23. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, managed the aforescribed motor vehicle.

24. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, controlled the aforescribed motor vehicle.

25. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, inspected the aforescribed motor vehicle.

26. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, repaired the aforescribed motor vehicle.

27. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., owned a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

28. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., operated a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

29. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., managed a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

30. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., maintained a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

31. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., controlled a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

32. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, owned a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

33. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, operated a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

34. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, managed a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

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36. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, controlled a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

37. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, owned a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

38. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, operated a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

39. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, managed a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

40. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, maintained a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

41. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, controlled a restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, in the County of Westchester and State of New York.

42. That at all times herein mentioned, Defendant, DR & RD, INC., owned a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

43. That at all times herein mentioned, Defendant, DR & RD, INC., operated a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

44. That at all times herein mentioned, Defendant, DR & RD, INC., managed a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

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46. That at all times herein mentioned, Defendant, DR & RD, INC., controlled a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

47. That at all times herein mentioned, Defendant, RORY DOLAN, owned a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

48. That at all times herein mentioned, Defendant, RORY DOLAN, operated a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

49. That at all times herein mentioned, Defendant, RORY DOLAN, managed a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

50. That at all times herein mentioned, Defendant, RORY DOLAN, maintained a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

51. That at all times herein mentioned, Defendant, RORY DOLAN, controlled a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

52. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, owned a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

53. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, operated a restaurant and bar known as "Brazen Fox" located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

54. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, managed a restaurant and bar known as “Brazen Fox” located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

55. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, maintained a restaurant and bar known as “Brazen Fox” located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

56. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, controlled a restaurant and bar known as “Brazen Fox” located at 175 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

57. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, owned a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

58. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, operated a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

59. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, managed a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

60. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, maintained a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

61. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP LLC, controlled a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

62. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, owned a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

63. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, operated a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

64. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, managed a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

65. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, maintained a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

66. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, controlled a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

67. That at all times herein mentioned, Defendant, JOHN GAZZOLA, owned a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

68. That at all times herein mentioned, Defendant, JOHN GAZZOLA, operated a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

69. That at all times herein mentioned, Defendant, JOHN GAZZOLA, managed a restaurant and bar known as “Brother Jimmy’s BBQ” located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

70. That at all times herein mentioned, Defendant, JOHN GAZZOLA, maintained a restaurant and bar known as "Brother Jimmy's BBQ" located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

71. That at all times herein mentioned, Defendant, JOHN GAZZOLA, controlled a restaurant and bar known as "Brother Jimmy's BBQ" located at 147 Mamaroneck Avenue, White Plains, New York 10601, in the County of Westchester and State of New York.

AS AND FOR A FIRST CAUSE OF ACTION

72. Plaintiffs repeat and reiterate each and every allegation of the within complaint as contained in paragraphs "1" through "71" inclusive, with the same force and effect as if more fully set forth herein at length.

73. That at all times hereinafter mentioned, Mamaroneck Avenue, near its intersection with Rutherford Avenue, in the City of White Plains, County of Westchester, State of New York, was and still is a public roadway in constant use by residents of the said County and others.

74. That on January 2, 2016 at approximately 3:00 a.m., Defendant, HARRY KYREAKEDES, operated the aforescribed Jeep Cherokee motor vehicle traveling in a northerly direction on Mamaroneck Avenue.

75. That at the aforescribed location and at the aforementioned time, Plaintiff's decedent, ISAAC WARD, was a passenger in the Jeep Cherokee motor vehicle which Defendant, HARRY KYREAKEDES was operating.

76. That at the aforescribed location, there are trees on the sidewalk abutting the curb and roadway.

77. That at the aforescribed location and at the aforementioned time, Defendant, HARRY KYREAKEDES, failed to stay within the roadway.

78. That as a result of failing to stay within the roadway, the aforescribed motor vehicle operated by Defendant, HARRY KYREAKEDES, jumped the curb.

79. That as a result of failing to stay within the roadway, the aforescribed motor vehicle operated by Defendant, HARRY KYREAKEDES, jumped the curb and struck a tree.

80. That at the aforementioned time and place, the motor vehicle owned and operated by Defendant, HARRY KYREAKEDES, struck a tree by reason of the negligence, recklessness and carelessness of Defendant, HARRY KYREAKEDES herein in the ownership, operation, maintenance, management, control, repair, and/or inspection of his motor vehicle.

81. That the negligence, recklessness, and carelessness of Defendant, HARRY KYREAKEDES, consisted of the following acts and omissions: in striking a tree with his motor vehicle; in failing to operate his motor vehicle at the location aforescribed with due regard to the safety of his passenger, Plaintiff's decedent; in driving at an excessive rate of speed; in failing to keep his motor vehicle under proper control; in failing to keep his motor vehicle upon the roadway; in failing to stop; in failing to slow down; in violating pertinent traffic rules, regulations, signs and signals then and there existing; in failing to steer his motor vehicle so as to avoid the occurrence complained of; in steering their motor vehicle so as to cause the occurrence complained of; in failing to properly maintain their motor vehicle; in failing to exercise due and reasonable care and caution to avoid the occurrence complained of; in failing to look where his was going; in driving into a tree; in operating his motor vehicle under the influence of alcohol, drugs, and/or medication; in operating his vehicle while intoxicated; in violating New York State Vehicle and Traffic Law § 1192(3); in failing to maintain his lane of travel; in failing to drive on the roadway; in failing to look; in failing to see; and in other respects, the Defendant, HARRY KYREAKEDES, herein was negligent, careless and reckless in the ownership, operation, maintenance, management, inspection, repair, and control of his motor vehicle.

82. That Defendant, HARRY KYREAKEDES' actions were of such a wanton, willful, and reckless nature as to evince a callous disregard for human life and the safety and welfare of others.

83. That the within action falls within one or more of the exceptions set forth in N.Y. C.P.L.R. §1602, in that it arises out of the ownership, operation, or use of a motor vehicle.

84. That solely by reason of the foregoing, Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION

85. Plaintiff repeats and reiterates each and every allegation of the within complaint as contained in paragraphs "1" through "71" and "72" through "84" inclusive, with the same force and effect as if more fully set forth herein at length.

86. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., was the owner and operator of the restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

87. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, was the owner and operator of the restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

88. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, was the owner and operator of the restaurant and bar known as "The Celtic Corner," located at 71-73 Main Street, Dobbs Ferry, New York 10522, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

89. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

90. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

91. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

92. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., possessed a license issued by the New York State Liquor Authority.

93. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, possessed a license issued by the New York State Liquor Authority.

94. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, possessed a license issued by the New York State Liquor Authority.

95. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

96. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

97. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

98. That on January 1, 2017 and January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment.

99. That on January 1, 2017 and January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly impaired.

100. That on January 1, 2017 and January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly intoxicated.

101. That on January 1, 2017 and January 2, 2017, while Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly impaired and/or intoxicated, he continued to be served alcoholic beverages by Defendants, BDN ASSOCIATES, INC., DENNIS O'BRIEN and BRIAN J. DOYLE.

102. That at all times herein mentioned, Defendants, BDN ASSOCIATES, INC., DENNIS O'BRIEN and BRIAN J. DOYLE, violated Alcoholic Beverage Control Law §§ 65(2) and 65(3).

103. That on January 1, 2017 and January 2, 2017, Defendant, BDN ASSOCIATES, INC., by its duly authorized employees, agents and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

104. That on January 1, 2017 and January 2, 2017, Defendant, DENNIS O'BRIEN, by his duly authorized employees, agents and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

105. That on January 1, 2017 and January 2, 2017, Defendant, BRIAN J. DOYLE, by his duly authorized employees, agents and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

106. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, BDN ASSOCIATES, INC., its employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

107. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, DENNIS O'BRIEN, his employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES', intoxication.

108. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, BRIAN J. DOYLE, his employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

109. That at all times herein mentioned, Defendant, BDN ASSOCIATES, INC., its employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

110. That at all times herein mentioned, Defendant, DENNIS O'BRIEN, his employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

111. That at all times herein mentioned, Defendant, BRIAN J. DOYLE, his employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

112. That on the evening of January 1, 2017 and into the morning of January 2, 2017, Defendant, HARRY KYREAKEDES, consumed alcohol at Defendants' aforementioned

establishment and was so intoxicated that he was unable to walk properly, had slurred speech, had bloodshot eyes, and openly and obviously smelled from the consumption of alcohol and thereafter, because of his intoxication, left Defendants' establishment and did so in his motor vehicle and thereafter operated the same in a careless, negligent, reckless, and intoxicated manner as to collide with the tree at the aforementioned location while Plaintiff's decedent, ISAAC WARD, was a passenger in his motor vehicle.

113. That by reason of the aforescribed, Plaintiff's decedent, ISAAC WARD, became sick, sore, lame, bruised and disabled and further received serious permanent and severe injuries.

114. That by reason of the aforescribed, Plaintiff's decedent, ISAAC WARD, experienced conscious pain and suffering.

115. That the aforescribed occurrence was the direct and proximate result of Defendant, HARRY KYREAKEDES's intoxication, which was directly and proximately caused by the unlawful sale, gift, and/or service of alcoholic beverages to him by Defendants, BDN ASSOCIATES, INC., DENNIS O'BRIEN and BRIAN J. DOYLE, without any negligence on the part of Plaintiff's decedent, ISAAC WARD, contributing thereto.

116. That the within action falls within one or more of the exceptions set forth in N.Y. C.P.L.R. §1602, in that it arises out of actions taken with reckless disregard for the safety of others.

117. That solely by reason of the foregoing, Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION

118. Plaintiff repeats and reiterates each and every allegation of the within complaint as contained in paragraphs "1" through "71" and "72" through "84" and "85" through "117" inclusive, with the same force and effect as if more fully set forth herein at length.

119. That at all times herein mentioned, Defendant, DR & RD, INC., was the owner and operator of the restaurant and bar known as "Brazen Fox," located at 175 Mamaroneck Avenue, White Plains, New York 10601, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

120. That at all times herein mentioned, Defendant, RORY DOLAN, was the owner and operator of the restaurant and bar known as "Brazen Fox," located at 175 Mamaroneck Avenue, New York 10601, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

121. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, was the owner and operator of the restaurant and bar known as "Brazen Fox," located at 175 Mamaroneck Avenue, White Plains, New York 10601, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

122. That at all times herein mentioned, Defendant, DR & RD, INC., was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

123. That at all times herein mentioned, Defendant, RORY DOLAN, was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

124. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

125. That at all times herein mentioned, Defendant, DR & RD, INC., possessed a license issued by the New York State Liquor Authority.

126. That at all times herein mentioned, Defendant, RORY DOLAN, possessed a license issued by the New York State Liquor Authority.

127. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, possessed a license issued by the New York State Liquor Authority.

128. That at all times herein mentioned, Defendant, DR & RD, INC., sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

129. That at all times herein mentioned, Defendant, RORY DOLAN, sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

130. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

131. That on January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment.

132. That on January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly impaired.

133. That on January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly intoxicated.

134. That on January 2, 2017, while Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly impaired and/or intoxicated, he continued to be served alcoholic beverages by Defendants, DR & RD, INC., RORY DOLAN and DECLAN RAINSFORD.

135. That at all times herein mentioned, Defendants, DR & RD, INC., RORY DOLAN and DECLAN RAINSFORD, violated Alcoholic Beverage Control Law §§ 65(2) and 65(3).

136. That on January 2, 2017, Defendant, DR & RD, INC., by its duly authorized employees, agents and/or servants, sold, gave, and/or allowed to be served certain alcoholic

beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

137. That on January 2, 2017, Defendant, RORY DOLAN, by his duly authorized employees, agents and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

138. That on January 2, 2017, Defendant, DECLAN RAINSFORD, by his duly authorized employees, agents and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

139. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, DR & RD, INC., its employees, agents and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

140. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, RORY DOLAN, his employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

141. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, DECLAN RAINSFORD, his employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

142. That at all times herein mentioned, Defendant, DR & RD, INC., its employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

143. That at all times herein mentioned, Defendant, RORY DOLAN, his employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

144. That at all times herein mentioned, Defendant, DECLAN RAINSFORD, his employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

145. That during the early morning hours of January 2, 2017, Defendant, HARRY KYREAKEDES, consumed alcohol at Defendants' aforementioned establishment and was so intoxicated that he was unable to walk properly, had slurred speech, had bloodshot eyes, and openly and obviously smelled from the consumption of alcohol and thereafter, because of his intoxication, left Defendants' establishment and did so in his motor vehicle and thereafter operated the same in a careless, negligent, reckless, and intoxicated manner as to collide with the tree at the aforementioned location while Plaintiff's decedent, ISAAC WARD, was a passenger in his motor vehicle.

146. That by reason of the aforescribed, Plaintiff's decedent, ISAAC WARD, became sick, sore, lame, bruised, and disabled, and further received serious permanent and severe injuries.

147. That by reason of the aforescribed, Plaintiff's decedent, ISAAC WARD, experienced conscious pain and suffering.

148. That the aforescribed occurrence was the direct and proximate result of Defendant, HARRY KYREAKEDES's intoxication, which was directly and proximately caused by the unlawful sale, gift, and/or service of alcoholic beverages to him by Defendants, DR & RD,

INC., RORY DOLAN and DECLAN RAINSFORD, without any negligence on the part of Plaintiff's decedent, ISAAC WARD, contributing thereto.

149. That the within action falls within one or more of the exceptions set forth in N.Y. C.P.L.R. §1602, in that it arises out of actions taken with reckless disregard for the safety of others.

150. That solely by reason of the foregoing, Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A FOURTH CAUSE OF ACTION

151. Plaintiff repeats and reiterates each and every allegation of the within complaint as contained in paragraphs "1" through "71" and "72" through "84" and "85" through "117" and "118" through "150" inclusive, with the same force and effect as if more fully set forth herein at length.

152. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP, LLC, was the owner and operator of the restaurant and bar known as "Brother Jimmy's BBQ," located at 147 Mamaroneck Avenue, White Plains, New York 10601, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

153. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, was the owner and operator of the restaurant and bar known as "Brother Jimmy's BBQ," located at 147 Mamaroneck Avenue, White Plains, New York 10601, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

154. That at all times herein mentioned, Defendant, JOHN GAZZOLA, was the owner and operator of the restaurant and bar known as "Brother Jimmy's BBQ," located at 147 Mamaroneck Avenue, White Plains, New York 10601, and sold liquor, beer, wine, and/or other alcoholic beverages to patrons at said establishment.

155. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP, LLC, was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

156. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

157. That at all times herein mentioned, Defendant, JOHN GAZZOLA, was the holder of a license issued by the State of New York to sell liquor, beer, wine, and/or other alcoholic beverages at the aforementioned establishment.

158. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP, LLC, possessed a license issued by the New York State Liquor Authority.

159. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, possessed a license issued by the New York State Liquor Authority.

160. That at all times herein mentioned, Defendant, JOHN GAZZOLA, possessed a license issued by the New York State Liquor Authority.

161. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP, LLC, sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

162. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

163. That at all times herein mentioned, Defendant, JOHN GAZZOLA, sold liquor, beer, wine, and/or other alcoholic beverages to patrons at the aforementioned establishment.

164. That on January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment.

165. That on January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly impaired.

166. That on January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly intoxicated.

167. That on January 2, 2017, Defendant, HARRY KYREAKEDES, was a patron of the aforementioned establishment and was visibly impaired and/or intoxicated, he continued to be served alcoholic beverages by Defendants, BUTTERFIELD 8 WP, LLC, CHRISTOPHER COCOZZIELLO, and JOHN B GAZZOLA.

168. That at all times herein mentioned, Defendants, BUTTERFIELD 8 WP, LLC, CHRISTOPHER COCOZZIELLO, and JOHN B GAZZOLA, violated Alcoholic Beverage Control Law §§ 65(2) and 65(3).

169. That on January 2, 2017, Defendant, BUTTERFIELD 8 WP, LLC, by its duly authorized employees, agents, and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

170. That on January 2, 2017, Defendant, CHRISTOPHER COCOZZIELLO, by his duly authorized employees, agents, and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

171. That on January 2, 2017, Defendant, JOHN GAZZOLA, by his duly authorized employees, agents, and/or servants, sold, gave, and/or allowed to be served certain alcoholic beverages to Defendant, HARRY KYREAKEDES, who consumed such beverages at Defendant's aforementioned establishment.

172. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, BUTTERFIELD 8 WP, LLC, its employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

173. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, CHRISTOPHER COCO, his employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

174. That at all times herein mentioned, Defendant, HARRY KYREAKEDES, was at the time of consuming the alcoholic beverages, or soon thereafter, intoxicated, and the sale, gift, and/or service of intoxicating beverages by Defendant, JOHN B GAZZOLA, his employees, agents, and/or servants was the proximate cause of Defendant, HARRY KYREAKEDES's, intoxication.

175. That at all times herein mentioned, Defendant, BUTTERFIELD 8 WP, LLC, its employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

176. That at all times herein mentioned, Defendant, CHRISTOPHER COCOZZIELLO, his employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

177. That at all times herein mentioned, Defendant, JOHN GAZZOLA, his employees, agents, and/or servants recklessly, negligently, carelessly, and unlawfully provided alcoholic beverages to Defendant, HARRY KYREAKEDES, while he was in an intoxicated condition.

178. That during the early morning hours of January 2, 2017, Defendant, HARRY KYREAKEDES, consumed alcohol at Defendants' aforementioned establishment and was so intoxicated that he was unable to walk properly, had slurred speech, had bloodshot eyes, and openly and obviously smelled from the consumption of alcohol and thereafter, because of his intoxication, left Defendants' establishment and did so in his motor vehicle and thereafter operated the same in a careless, negligent, reckless, and intoxicated manner as to collide with the tree at the aforementioned location while Plaintiff's decedent, ISAAC WARD, was a passenger in his motor vehicle.

179. That by reason of the aforescribed, Plaintiff's decedent, ISAAC WARD, became sick, sore, lame, bruised, and disabled, and further received serious permanent and severe injuries.

180. That by reason of the aforescribed, Plaintiff's decedent, ISAAC WARD, experienced conscious pain and suffering.

181. That the aforescribed occurrence was the direct and proximate result of Defendant, HARRY KYREAKEDES's intoxication, which was directly and proximately caused by the unlawful sale, gift, and/or service of alcoholic beverages to her by Defendants, BUTTERFIELD 8 WP, LLC, CHRISTOPHER COCOZZIELLO and JOHN GAZZOLA, without any negligence on the part of Plaintiffs decedent, ISAAC WARD, contributing thereto.

182. That the within action falls within one or more of the exceptions set forth in N.Y. C.P.L.R. §1602, in that it arises out of actions taken with reckless disregard for the safety of others.

183. That solely by reason of the foregoing, Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A FIFTH CAUSE OF ACTION

184. Plaintiff repeats and reiterates each and every allegation of the within complaint as contained in paragraphs "1" through "71" and "72" through "84" and "85" through "117" and

“118” through “150” and “151” through “183” inclusive, with the same force and effect as if more fully set forth herein at length.

185. That by reason of the aforescribed contact between the aforementioned motor vehicle and the tree, Plaintiff's decedent, ISAAC WARD, became sick, sore, lame, bruised, and disabled, and further received serious permanent and severe injuries.

186. That by reason of the aforescribed contact between the aforementioned motor vehicle and the tree, Plaintiff's decedent, ISAAC WARD, experienced conscious pain and suffering.

187. That the occurrence herein and the injuries sustained by Plaintiff's decedent, ISAAC WARD, were caused solely by the negligence, carelessness, and recklessness of the Defendants, without any negligence on the part of Plaintiff's decedent, ISAAC WARD, contributing thereto.

188. That Plaintiff's decedent, ISAAC WARD, sustained “serious injury” as defined in Section 5102 of the Insurance Law of the State of New York.

189. That the within action falls within one or more of the exceptions set forth in N.Y. C.P.L.R. §1602, in that it arises out of the ownership, operation, or use of a motor vehicle.

190. That solely by reason of the foregoing, Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SIXTH CAUSE OF ACTION

191. Plaintiff repeats and reiterates each and every allegation of the within complaint as contained in paragraphs “1” through “71” and “72” through “84” and “85” through “117” and “118” through “150” and “151” through “183” and “184” through “190” inclusive, with the same force and effect as if more fully set forth herein at length.

192. That by reason of the aforescribed contact between the aforescribed motor vehicle and the tree, Plaintiff's decedent, ISAAC WARD, experienced fear of impending death.

193. That by reason of the aforescribed contact between the aforescribed motor vehicle and the tree, Plaintiff's decedent, ISAAC WARD, was caused to sustain serious personal injuries resulting in his death.

194. That by reason of the aforescribed contact between the aforescribed motor vehicle and the tree, Plaintiff's decedent, ISAAC WARD, was caused to die.

195. That the occurrence herein and the wrongful death of Plaintiff's decedent, ISAAC WARD, were caused solely by the negligence, carelessness, and recklessness of the Defendants, without any negligence on the part of Plaintiff's decedent, ISAAC WARD, contributing thereto.

196. That Plaintiff's decedent, ISAAC WARD, sustained "serious injury" as defined in Section 5102 of the Insurance Law of the State of New York.

197. That the within action falls within one or more of the exceptions set forth in N.Y. C.P.L.R. §1602, in that it arises out of the ownership, operation, or use of a motor vehicle.

198. That solely by reason of the foregoing, Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SEVENTH CAUSE OF ACTION

199. Plaintiff repeats and reiterates each and every allegation of the within complaint as contained in paragraphs "1" through "71" and "72" through "84" and "85" through "117" and "118" through "150" and "151" through "183" and "184" through "190" and "191" through "198" inclusive, with the same force and effect as if more fully set forth herein at length.

200. That at all times prior to the occurrence complained of, the Plaintiff's decedent, ISAAC WARD, contributed pecuniary support, financial support, love, care, guidance, nurture, and other services to his distributees.

201. That by reason of the occurrence complained of, and the wrongful death of the Plaintiff's decedent, ISAAC WARD, his distributees have sustained and will continue to sustain pecuniary loss, loss of financial support, loss of inheritance, loss of love, care, guidance, and nurture, and other damages as allowed by law.

202. That by reason of the occurrence complained of, and the wrongful death of the Plaintiff's decedent, ISAAC WARD, his distributees have sustained funeral, burial, hospital, and medical expenses, as well as other injuries and damages as allowed by law.

203. That the Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, makes a claim for monetary damages for wrongful death on behalf of the Estate of decedent, as well as for personal injuries, conscious pain and suffering, and fear of impending death sustained by the decedent.

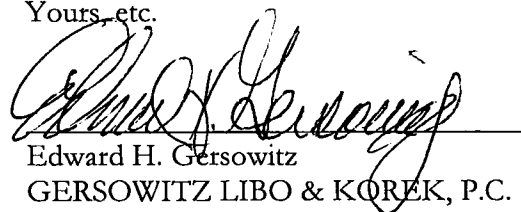
204. That the within action falls within one or more of the exceptions set forth in N.Y. C.P.L.R. §1602, in that it arises out of the ownership, operation, or use of a motor vehicle.

205. That solely by reason of the foregoing, Plaintiff, as Administrator of the Estate of ISAAC WARD, deceased, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against Defendants on each of the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, and SEVENTH CAUSES OF ACTION, in sums which exceed the jurisdictional level of all lower Courts which would otherwise have jurisdiction in the within matter together with the costs and disbursements of the within action.

Dated: New York, New York
January 26, 2018

Yours, etc.

A handwritten signature in black ink, appearing to read "Edward H. Gersowitz", written over a horizontal line.

Edward H. Gersowitz
GERSOWITZ LIBO & KOREK, P.C.
Attorneys for Plaintiff
111 Broadway, 12th Floor
New York, New York 10006
(212) 385-4410

Certificate# 167479

**Surrogate's Court of the State of New York
Westchester County
Certificate of Appointment of Administrator**

File #: 2017-508

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this court, as follows:

Name of Decedent: **Isaac Ward** Date of Death: **January 2, 2017**
Domicile: **Dobbs Ferry, New York**
Fiduciary Appointed: **Penelope Ward**
Mailing Address: **30 Beacon Hill Drive
Dobbs Ferry NY 10522**

Type of Letters Issued: **LETTERS OF LIMITED ADMINISTRATION**

Letters Issued On: **March 15, 2017**

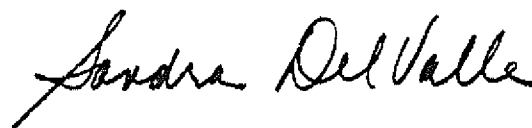
Limitations: Pursuant to SCPA 702, and Uniform Rules for Surrogate's Court 207.38, no final compromise of any wrongful death or related action(s) or proceeding(s) shall be made, nor any attorney's fees taken relating to the wrongful death action, without prior application to the Surrogate for leave to compromise said action(s) or proceeding(s) and obtaining an order from the Surrogate approving said compromise and distribution of proceeds, if any.

and such Letters are unrevoked and in full force as of this date.

Dated: March 23, 2017

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Westchester County Surrogate's Court at White Plains, New York.

WITNESS, Hon. Brandon R. Sall, Judge of the Westchester County Surrogate's Court.



Sandra DeValle, Chief Clerk
Westchester County Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Westchester County Surrogate's Court

ATTORNEY'S VERIFICATION

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

EDWARD H. GERSOWITZ, an attorney duly admitted to practice law within the State of New York, affirms the following to be true under penalty of perjury:

That he is a member of Gersowitz Libo & Korek, P.C., the firm representing the Plaintiff herein.

That he has read the foregoing COMPLAINT and knows the contents thereof.

That the same is true to his own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Deponent further says that the source of his information and the grounds of his belief as to all the matters herein not stated upon his knowledge are: Correspondence had with the said Plaintiff and reports of investigation caused to be made by the Plaintiff which are now in deponent's possession and other pertinent data relating thereto.

Deponent further says that the reason why this verification is made by deponent and not by the said Plaintiff is that the said Plaintiff does not reside in the County of New York, the County wherein deponent has his office.

Dated: New York, New York
January 26, 2018


EDWARD H. GERSOWITZ

Index No.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

Year 20

PENELOPE L. WARD, as Administrator of the Estate of ISAAC WARD, deceased,

Plaintiff,

-against-

BDN ASSOCIATES, INC. d/b/a THE CELTIC CORNER, DENNIS O'BRIEN, BRIAN J. DOYLE, DR & RD, INC. d/b/a BRAZEN FOX, RORY DOLAN, DECLAN RAINSFORD, BUTTERFIELD 8 WP LLC d/b/a BROTHER JIMMY'S BBQ, CHRISTOPHER COCOZZIELLO, JOHN GAZZOLA and HARRY KYREAKEDES,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

GERSOWITZ LIBO & KOREK, P.C.
Attorneys for Plaintiff

Office and Post Office Address-Telephone
111 BROADWAY - 12TH FLOOR
NEW YORK, N.Y. 10006
(212) 385-4410

To

Attorney(s) for

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

NOTICE OF ENTRY

Sir: Please take notice that the within is a (*certified*) true copy of a duly entered in the office of the clerk of the within named court on 20

Dated,

Yours, etc.,

GERSOWITZ LIBO & KOREK, P.C.

Attorneys for

Office and Post Office Address
111 BROADWAY - 12TH FLOOR
NEW YORK, N.Y. 10006

To

Attorney(s) for

NOTICE OF SETTLEMENT

Sir: Please take notice that an order

of which the within is a true copy will be presented for settlement to the Hon.

one of the judges of the within named Court, at

on

20

at

M.

Dated,

Yours, etc.,

GERSOWITZ LIBO & KOREK, P.C.

Attorneys for

Office and Post Office Address
111 BROADWAY - 12TH FLOOR
NEW YORK, N.Y. 10006

To