

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Judge Hellerstein

IN RE WORLD TRADE CENTER LOWER MANHATTAN
DISASTER SITE LITIGATION

-----X
LESZEK KRUPINSKI

Plaintiff,

21 MC 102
(AKH)

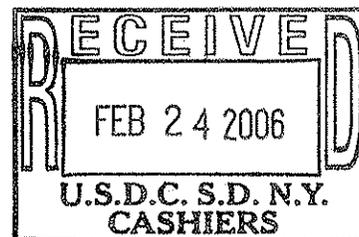
-against-

TRINITY CENTRE LLC,
BOARD OF MANAGERS OF THE 120 BROADWAY
CONDOMINIUM (CONDO #871),
120 BROADWAY, LLC,
120 BROADWAY CONDOMINIUM (CONDO #871),
120 BROADWAY PROPERTIES, LLC,
SILVERSTEIN PROPERTIES, INC.,
MSDW 140 BROADWAY PROPERTY, L.L.C.,
AMG REALTY PARTNERS LP,
BROOKFIELD PROPERTIES CORPORATION,
BROOKFIELD FINANCIAL PROPERTIES, LP.,
BROOKFIELD FINANCIAL PROPERTIES, INC.,
BROOKFIELD PROPERTIES HOLDINGS, INC.,
BROOKFIELD PARTNERS, LP,
BROOKFIELD PROPERTIES, LLC,
WFP TOWER B HOLDING CO., LP,
WFP TOWER B CO., G.P. CORP,
WFP TOWER B CO. L.P.,
WFP TOWER D CO. L.P.,
WFP TOWER D CO., G.P. CORP.,
WFP TOWER D HOLDING I G.P. CORP.,
WFP TOWER D HOLDING CO. I L.P.,
WFP TOWER D HOLDING CO. II L.P.,
MERRILL LYNCH & CO, INC.,
WESTON SOLUTIONS, INC.,
GPS ENVIRONMENTAL CONSULTANTS, INC.,
INDOOR ENVIRONMENTAL TECHNOLOGY, INC.,
BLACKMON-MOORING-STEAMATIC CATASTROPHE,
INC. d/b/a BMS CAT,
STRUCTURE TONE, (UK) INC.,
STRUCTURE TONE GLOBAL SERVICES, INC.,
ENVIROTECH CLEAN AIR, INC.,
ALAN KASMAN d/b/a KASCO
KASCO RESTORATION SERVICE CO.,
NOMURA HOLDING AMERICA, INC.,

06 CV 1519
Case No.:
ECF Case

COMPLAINT

Jury Trial
Demanded



HUDSON VIEW TOWERS ASSOCIATES,
HUDSON VIEW EAST CONDOMINIUM,
BOARD OF MANAGERS OF THE HUDSON VIEW EAST
CONDOMINIUM,
55 WATER STREET CONDOMINIUM,
NEW WATER STREET CORP.

Defendants.

-----X

The Plaintiff, LESZEK KRUPINSKI, by his attorneys, THE LAW FIRM OF GREGORY J. CANNATA, state and allege the following upon information and belief:

(Answering Defendant should respond to the allegations as to the property or location as alleged herein, which they own, operate, lease, manage or control and or as otherwise alleged herein)

I.

INTRODUCTION

1. Plaintiff brings this action against the Defendants seeking redress for injuries they have suffered in the past, and will continue to suffer, as a result of the Defendants' reckless, grossly negligent, and negligent operation, ownership, maintenance, control, supervision, and management of the premises or place of business known as and/or located at: 111 BROADWAY; 120 BROADWAY; 140 BROADWAY; 170 BROADWAY; 225 LIBERTY STREET AKA TWO WORLD FINANCIAL CENTER; 250 VESEY STREET AKA FOUR WORLD FINANCIAL CENTER; 250 SOUTH END AVENUE; 55 WATER STREET, all in the City, County and State of New York, following the terrorist attacks of September 11, 2001 (hereinafter referred to as "the locations").

2. Because of the damage sustained in the attacks, the Twin Towers and Seven World Trade Center collapsed, spreading known and unknown toxic substances throughout the World Trade Center Site and the surrounding areas, including "the locations," portions of which, although operated, owned, leased, maintained, controlled, supervised, and managed by the Defendants, remained

dangerous, defective, hazardous, toxic, unguarded, unsupervised, and unprotected for multiple days, weeks, and/or months thereafter. The Plaintiff participated in the recovery and/or construction, and/or excavation and/or demolition and/or clean-up operations at the buildings and/or place of business known as and/or located at the "locations," on or about SEPTEMBER 12, 2001, and during the days, weeks and/or months that followed.

3. The nature of this action is to recover money damages for the personal injuries, pain and suffering, loss of income and other damages sustained by the Plaintiff as a result of the carelessness, recklessness and negligence of the Defendants, their agents, servants and/or employees, in failing to provide the Plaintiff with a safe place to work at the buildings and/or place of business known as and/or located at the "locations," and in failing to provide the Plaintiff with proper and appropriate respiratory protection and protection from exposure to toxins during the time that the Plaintiff participated in the recovery and/or construction, and/or excavation and/or demolition and/or clean-up operations at the buildings and/or place of business known as and/or located at the "locations," that commenced on or about SEPTEMBER 12, 2001, and continued for many months thereafter.

4. The Plaintiff also seeks recovery for Defendants' failure to provide proper and appropriate respiratory protection and proper and appropriate protective clothing and equipment and for failing to properly monitor air quality and for failing to properly notify him of the dangerous levels of toxins and contaminants in the air at and around the buildings and/or place of business known as and/or located at the "locations," and for the Defendants' failure to comply with the provisions of the Labor Law of the State of New York, Sections 200 and 241(6), and the New York State Industrial Code and the requirements of the Occupational Safety & Health Administration and other applicable federal, state and local statutes, law, rules, regulations and ordinances.

5. As a result of the foregoing, and at all relevant times, the Plaintiff was exposed to toxins, contaminants and other harmful airborne products at the buildings and/or place of business known as and/or located at the "locations," such as fiberglass, glass, silica, asbestos, lead, benzene, organic matter, and other hazardous chemicals, substances and elements. In consequence of said exposure, the Plaintiff was injured.

6. Defendants are thereby liable to the Plaintiff under Sections 200 and 241(6) of the New York Labor Law, for the failure to comply with the applicable provisions of the Occupational Safety & Health Act, 29 U.S.C. Sections 654 *et. seq.* and the provisions of 29 C.F.R. 1910.38; 1910.132-134; 1910.146; 1910.120; 1910.156; 1910.1001; 1910.1025; 1910.1027; 1910.1000; and 1910.1200 as well as New York State Labor Law, Article 2, Section 27-a and Article 28, Section 878 and 12 NYCRR Sections 820.4 and 23.1-8 and other applicable federal, state and local statutes, law, rules, regulations and ordinances. Defendants are also liable for their negligence, gross negligence, and recklessness under common law.

II. **JURISDICTION**

7. The United States District Court for the Southern District of New York has original jurisdiction over the Plaintiff's claims pursuant to 28 USC §1331, based upon §408(b)(1) of the Air Transportation Safety & System Stabilization Act of 2001.

8. This Court has supplemental jurisdiction pursuant to 28 USC §1367(a) based upon the New York Labor Law §200 and §241(6), and common law negligence.

III.
VENUE

9. Venue is proper in this judicial district pursuant to 28 USC §1391(b) because Plaintiff's causes of action arose in this district and because the events giving rise to the Plaintiff's claims transpired in this district, pursuant to §408(b)(1) of the Air Transportation Safety & System Stabilization Act of 2001.

IV.
PARTIES

10. The following person is and was, at all relevant times, a worker, who, during the course of said employment, participated in the recovery and/or construction, and/or excavation and/or demolition and/or clean-up operations at the buildings and/or place of business known as and/or located at the "locations," on or about September 12, 2001 and during the days, weeks and/or months that followed. The Plaintiff sustained physical and other injuries in consequence of his exposure to toxins, contaminants and other harmful airborne products at the buildings and/or place of business known as and/or located at the "locations," during his participation in the recovery and/or construction and/or excavation, and/or demolition and/or clean-up operations:

- a. LESZEK KRUPINSKI currently resides at 2320 41ST STREET, APT. C2, ASTORIA, NEW YORK 11105. On and after September 12, 2001, Plaintiff worked at the buildings and/or place of business known as and/or located at the "locations," and was involved in the recovery and/or construction and/or excavation and/or demolition and/or clean-up operations at the buildings and/or place of business known as and/or located at the "locations."

11. The following entities are Defendants in this action: TRINITY CENTRE L.L.C.; BOARD OF MANAGERS OF THE 120 BROADWAY CONDOMINIUM (CONDO #871); 120 BROADWAY, LLC; 120 BROADWAY CONDOMINIUM (CONDO #871); 120 BROADWAY PROPERTIES, LLC; SILVERSTEIN PROPERTIES, INC.; MSDW 140 BROADWAY PROPERTY, L.L.C; AMG REALTY PARTNERS LP; BROOKFIELD PROPERTIES CORPORATION; BROOKFIELD FINANCIAL PROPERTIES, LP; BROOKFIELD FINANCIAL PROPERTIES, INC.; BROOKFIELD PROPERTIES HOLDINGS, INC.; BROOKFIELD PARTNERS, LP; BROOKFIELD PROPERTIES, LLC; WFP TOWER B HOLDING CO., LP; WFP TOWER B CO., G.P. CORP.; WFP TOWER B CO. L.P.; WFP TOWER D CO. LP.; WFP TOWER D CO., G.P., CORP.; WFP TOWER D HOLDING I G.P. CORP.; WFP TOWER D HOLDING CO. I LP.; WFP TOWER D HOLDING CO. II L.P.; MERRILL LYNCH & CO, INC.; WESTON SOLUTIONS, INC.; GPS ENVIRONMENTAL CONSULTANTS, INC.; INDOOR ENVIRONMENTAL TECHNOLOGY, INC.; BLACKMON-MOORING-STEAMATIC CATASTROPHE, INC. d/b/a BMS CAT; STRUCTURE TONE, (UK) INC.; STRUCTURE TONE GLOBAL SERVICES, INC.; ENVIROTECH CLEAN AIR, INC.; ALAN KASMAN d/b/a KASCO; KASCO RESTORATION SERVICE CO.; NOMURA HOLDING AMERICA, INC.; HUDSON VIEW TOWERS ASSOCIATES; HUDSON VIEW EAST CONDOMINIUM; BOARD OF MANAGERS OF THE HUDSON VIEW EAST CONDOMINIUM; 55 WATER STREET CONDOMINIUM; and NEW WATER STREET CORP.

12. At all times herein mentioned, the Defendant was a corporation doing business in the State of New York.

13. At all times herein mentioned, the Defendant was a domestic corporation duly existing under and by virtue of the laws of the State of New York.

14. That at all times herein mentioned, the Defendant was a foreign corporation duly authorized to conduct business in the State of New York.

15. That at all times herein mentioned, the Defendant, committed a tortious act within the State of New York, causing injury to a person within the State of New York, and said Defendant, expects or should reasonably expect the act to have consequences in the State of New York.

16. That at all times herein mentioned, the Defendant, was a foreign corporation duly authorized to conduct its business in the State of New York.

17. That at all times herein mentioned, the Defendant, was a non-domiciliary of the State of New York, and has transacted business within the State of New York.

18. That at all times herein mentioned, the Defendant, was a non-domiciliary of the State of New York and has committed a tortious act without the State of New York, causing injury to a person within the State of New York and said Defendant solicited business or engaged in any other persistent course of conduct, or derived a substantial revenue from goods used or services rendered in the State of New York.

19. That at all times herein mentioned, the Defendant, was a non-domiciliary of the State of New York, and has committed a tortious act within the State of New York, causing injury to a person within the State of New York, and said Defendant, expects or should reasonably expect the act to have consequences in the State of New York.

20. That at all times herein mentioned, the Defendant, advertised and/or caused to be advertised in newspapers and/or other sources readily available to the general public, in the State of New York, announcements and/or advertisements inviting and inducing the general public to visit and be on and about the Defendant's premises or place of business as aforementioned.

21. That at all times herein mentioned, the Defendant, was a Limited Liability Corporation doing business in the State of New York.

22. That at all times herein mentioned, the Defendant, was a participant in a Joint Venture doing business in the State of New York.

23. That at all times herein mentioned, the Defendant, was a Joint Venture doing business in the State of New York.

24. That at all times herein mentioned, the Defendant, was a Condominium Association doing business in the State of New York.

25. That at all times herein mentioned, the Defendant, was a Limited Liability Partnership doing business in the State of New York.

26. That at all times herein mentioned, the Defendant, was a partnership conducting business in the State of New York.

27. That at all times herein mentioned, the Defendant, was a municipal corporation.

28. That at all times herein mentioned, the Defendant, was a public benefit corporation.

29. That at all times herein mentioned, the Defendant, was a public benefit corporation organized under the laws of the State of New York.

30. That at all times herein mentioned, the Defendant, was conducting business in the State of New York.

31. That at all times herein mentioned, the Defendant, was conducting business in the State of New York and subject to its laws and the laws of any agency and or subdivision of the government.

V.
CAUSES OF ACTION AS AND FOR
A FIRST CAUSE OF ACTION PURSUANT TO
LABOR LAW SECTION 200 AND 241 (6)

32. At all relevant times, Defendants owned certain premises and buildings located in downtown Manhattan at the “locations.”

33. At all relevant times, Defendants leased certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

34. At all relevant times, Defendants operated certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

35. At all relevant times, Defendants, their servants, agents and/or employees, maintained certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

36. At all relevant times, Defendants, their servants, agents and/or employees, managed certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

37. At all relevant times, Defendants, their servants, agents and/or employees, controlled certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

38. At all relevant times, it was the duty of the Defendants, their servants, agents and/or employees, to operate certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations,” in reasonably safe and suitable condition, and repair.

39. At all relevant times, it was the duty of the Defendants, their servants, agents and/or employees, to maintain certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations,” in reasonably safe and suitable condition, and repair.

40. At all relevant times, it was the duty of the Defendants, their servants, agents and/or employees, to manage certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations," in reasonably safe and suitable condition, and repair.

41. At all relevant times, it was the duty of the Defendants, their servants, agents and/or employees, to control certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations," in reasonably safe and suitable condition, and repair.

42. On or about September 11, 2001, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, entered into an agreement relative to certain work, labor and services, such as construction, excavation and demolition and clean-up, to be performed at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations" (hereinafter referred to as the "Work").

43. On or about September 11, 2001, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, obtained a permit to perform the "Work" at certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

44. On or about September 11, 2001 and for many days and months thereafter, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, performed the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

45. On and after September 11, 2001, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, directed the work site, the "Work" and/or the apparatus provided and utilized in connection with the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

46. On and after September 11, 2001, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, maintained the work site, the "Work", and/or the apparatus provided and utilized in connection with the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

47. On and after September 11, 2001, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, supervised the work site, the "Work", and/or the apparatus provided and utilized in connection with the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

48. On and after September 11, 2001, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, managed the work site, the "Work" and/or the apparatus provided and utilized in connection with the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

49. On and after September 11, 2001, Defendants, their servants, agents, lessees, permittees, contractors and/or employees, controlled the work site, the "Work" and/or the apparatus provided and utilized in connection with the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

50. At all relevant times, it was the duty of Defendant, their servants, agents, lessees, permittees, contractors and/or employees, to maintain the work site, the "Work" and/or the apparatus provided and utilized in connection with the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations," in reasonably safe and suitable condition and repair.

51. At all relevant times, in accordance with the Labor Law of the State of New York and other applicable city, state and federal statutes, law, rules and regulations, it was the duty of the

defendant, its servants, agents, lessees, permittees, contractors and/or employees, to provide for the safety, protection and well-being of persons lawfully working at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations,” and performing the “Work”.

52. At all relevant times, in accordance with the Labor Law of the State of New York and other applicable city, state and federal statutes, law, rules and regulations, it was the duty of Defendant, its servants, agents, lessees, permittees, contractors and/or employees, to provide a reasonably safe place to work for persons lawfully performing the “Work” at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

53. At all relevant times, in accordance with the Labor Law of the State of New York and other applicable city, state and federal statutes, law, rules and regulations, it was the duty of Defendants, their servants, agents, lessees, permittees, contractors and/or employees, to provide, furnish and/or ensure the use of safe, suitable and adequate equipment, safety devices and/or apparatus for persons lawfully performing the “Work” at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

54. Beginning on or about September 12, 2001, and continuing for days, weeks and/or months thereafter, the Plaintiff was lawfully present at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations.”

55. Beginning on or about September 12, 2001, and continuing for days, weeks and/or months thereafter, the Plaintiff participated in the rescue and/or recovery and/or construction, and/or excavation and/or demolition and/or clean-up operation effort at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations” in the course and discharge of his employment duties.

56. Beginning on or about September 12, 2001, and continuing for days, weeks and/or months thereafter, Plaintiff was exposed to toxins, contaminants and other harmful airborne products at the at the buildings and/or place of business known as and/or located at the "locations" during the rescue and/or recovery operations and/or construction and/or excavation and/or demolition, and/or clean-up work.

57. On and after September 12, 2001, Defendants, their servants, agents, permittees, contractors and/or employees, performed the "Work" in a negligent and careless manner.

58. On and after September 12, 2001, Defendants, their servants, agents, permittees, contractors and/or employees, utilized apparatus provided in connection with the "Work" in a negligent and careless manner.

59. On and after September 12, 2001, Defendants, their servants, agents, permittees, contractors and/or employees, failed to provide the Plaintiff with the proper equipment in order to protect him/her from the effects of toxic smoke, dust and other airborne contaminants present at the said work site on the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

60. On and after September 12, 2001, Defendants, their servants, agents, permittees, contractors and/or employees, failed to properly monitor the air quality at the said work site on the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

61. On and after September 12, 2001, there existed a dangerous, defective, hazardous, unguarded, unsupervised, unprotected and unsafe toxic condition at the said work site at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations."

62. In consequence of the aforescribed exposure to toxins, contaminants, and other harmful airborne products at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations,” the Plaintiff sustained physical and other injuries.

63. At all relevant times, Defendants, their servants, agents, permittees, contractors and/or employees, failed to maintain the said work site, the “Work” and/or the apparatus provided and utilized in connection with the “Work” at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations” in reasonably safe and suitable condition and repair.

64. At all relevant times, Defendants, their servants, agents, permittees, contractors and/or employees, were required to comply with and failed to comply with and violated those statutes, codes, ordinances, rules and regulations, in such cases made and provided, including Rule 23 of the New York Code of Rules and Regulations, including Section 23, 12NYCRR23, inclusive of Sections 23-1.7(g), 23-1.8(b), and as otherwise not set forth herein to be more specifically set forth at a later date.

65. At all relevant times, in violation of the Labor Law of the State of New York and other applicable city, state and federal statutes, law, rules and regulations, Defendants, their servants, agents, permittees, contractors and/or employees, failed to provide for the safety, protection and well-being of persons lawfully performing the “Work” at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the “locations,” including the Plaintiff.

66. At all relevant times, in violation of the Labor Law of the State of New York and other applicable city, state and federal statutes, law, rules and regulations, Defendants, their servants, agents, permittees, contractors and/or employees failed to provide a reasonably safe place to work

for persons lawfully performing the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations," including the Plaintiff.

67. At all relevant times, in violation of the Labor Law of the State of New York and other applicable city, state and federal statutes, law, rules and regulations, Defendants, their servants, agents, permittees, contractors and/or employees, failed to provide, furnish and/or ensure the use of safe, suitable and adequate equipment, protective devices and/or apparatus for persons lawfully performing the "Work" at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations," including the Plaintiff.

68. Defendants, their servants, agents, employees and/or contractors violated §200 and §241 of the Labor Law of the State of New York.

69. By reason of the foregoing and by reason of the Defendants having violated the applicable statutes, ordinances, rules, orders, and requirements, including, but not limited to, the OSH Act, 29 U.S.C. Sections 654 *et. seq.* and the provisions of 29 C.F.R. 1910.38; 1910.132-134; 1910.146; 1910.120; 1910.156; 1910.1001; 1910.1025; 1910.1027; 1910.1000; and 1910.1200 as well as New York State Labor Law, Article 2, Section 27-a and Article 28, Section 878 and 12 NYCRR Sections 820.4 and 23-1.7(g), 23-1-8, 23-1.8(b), and other applicable rules, regulations and statutes, the Plaintiff was, at all relevant times, exposed to toxins, contaminants and other harmful airborne products. As a result of said exposure, the Plaintiff was injured.

70. By reason of the foregoing, the Plaintiff was, at all relevant times, exposed to toxins, contaminants and other harmful airborne products at the certain premises and buildings, or a portion thereof, located in downtown Manhattan at the "locations," such as fiberglass, glass, silica, asbestos, lead, benzene, organic matter, and other hazardous chemicals, substances and elements.

71. In consequence of said exposure, the Plaintiff was seriously injured.

72. At all times relevant, Plaintiff performed services and work in clean-up and toxic removal and was involved in the recovery and/or construction and/or excavation and/or demolition and/or clean-up operations at the referenced locations here. On and after September 12, 2001, Plaintiff worked at the buildings and/or place of business known as and/or located at the “locations.” Plaintiff worked on and after September 12, 2001, including multiple days through on or about May 4, 2002, or such dates as it may determined that such activities ceased. Plaintiff breathed in and ingested toxins, contaminants and other harmful airborne products during the entire time he performed work at the aforementioned “locations,” thus sustaining injury during the entire period of his employments at said locations. Plaintiff, due to a manifestation of symptoms, and on or about January 6, 2004, and subsequently, received medical diagnostic testing, resulting in findings and/or a diagnosis of extrinsic asthma, obstructive lung disease, chronic rhinitis, chronic sinusitis, gastroesophageal reflux, and shortness of breath, and Plaintiff may and does anticipate a fear of cancer, and other related and consequential injuries. Plaintiff worked at the aforementioned “locations,” for the approximate following periods (all dates referenced refer to beginning the week of... for employers as referenced):.

<i>Location</i>	<i>Dates</i>	<i>Employer</i>
111 Broadway	9/24/01-9/29/01	Comco Inc.
120 Broadway	9/12/01-3/17/02	Comco Inc.
140 Broadway	9/12/01-11/17/01	Comco Inc.
170 Broadway	4/28/02-5/4/02	LVI Environmental Services Inc.
225 Liberty Street (2 WFC)	11/5/01-12/1/01	Pinnacle Environmental Corp.
250 South End Avenue	10/9/01-10/13/01	Pinnacle Environmental Corp.
250 Vesey Street (4 WFC)	10/29/01-11/3/01 11/5/01-12/1/01	Pinnacle Environmental Corp.
55 Water Street	8/26/02-3/29/03	PAL Environmental Safety

73. Said exposures and the resulting injuries to the Plaintiff were caused by reason of the carelessness, negligence, wanton and willful disregard on the part of the Defendants, without any negligence on the part of the Plaintiff contributing thereto.

74. This action falls within one or more of the exceptions set forth in CPLR §1602.

75. Pursuant to CPLR Section 1602(2)(iv), Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to Plaintiff's non-economic loss, irrespective of the provisions of the CPLR Section 1601, by reason of the fact that Defendants owed the Plaintiff a non-delegable duty of care.

76. Pursuant to CPLR Section 1602(7), Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to Plaintiff's non-economic loss, irrespective of the provisions of the CPLR Section 1601, by reason of the fact that Defendants acted with reckless disregard for the safety of others.

77. Pursuant to CPLR Section 1602(2)(iv), the Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to Plaintiff's non-economic loss, irrespective of the provisions of the CPLR Section 1601, by reason of the fact that said Defendants are vicariously liable for the negligent acts and omissions of each other and/or others who caused or contributed to the Plaintiff's damages.

78. Pursuant to CPLR Section 1602(11), Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to Plaintiff's non-economic loss, irrespective of the provisions of the CPLR Section 1601, by reason of the fact that Defendants acted knowingly or intentionally, and in concert, to cause the acts or failures which are a proximate cause of Plaintiff's injuries.

79. Pursuant to CPLR Section 1602(8), Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to Plaintiff's non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that Defendants should here be held liable pursuant to Article 10 of the Labor Law.

80. By reason of the foregoing, the Plaintiff sustained severe and permanent personal injury and/or disability and will be permanently caused to suffer pain, suffering, inconvenience and other effects of such injuries. In addition, the Plaintiff incurred and in the future will necessarily incur further hospital and/or medical expenses in an effort to be cured of said injuries; has suffered and will necessarily suffer additional loss of time and earnings from employment.

81. By reason of the foregoing, the Plaintiff claims damages in the sum of TEN MILLION DOLLARS (\$10,000,000.00), for a total sum of TEN MILLION DOLLARS (\$10,000,000.00).

VI.
AS AND FOR A SECOND CAUSE
OF ACTION BASED UPON
COMMON LAW NEGLIGENCE

82. Plaintiffs repeat, reiterate, and re-allege each and every allegation contained in paragraphs "1" through "81" hereof as if set forth more fully at length herein.

83. The aforesaid exposure and the resulting injuries sustained by the Plaintiff were caused by the negligence, gross negligence, and recklessness of the Defendants herein, without the Plaintiff contributing in negligence thereto.

84. By reason of the foregoing, the Plaintiff claims damages in the sum of TEN MILLION DOLLARS (\$10,000,000.00), for a total sum of TEN MILLION DOLLARS (\$10,000,000.00).

VIII.
PRAYER FOR RELIEF

WHEREFORE, the above-named Plaintiff demands judgment against the above-named Defendants in the amount of TEN MILLION DOLLARS (\$10,000,000.00) on each of the first two causes of action, for a total judgment of TWENTY MILLION DOLLARS (\$20,000,000.00), jointly and severally, for general damages, special damages, for punitive and exemplary damages, for her attorneys' fees and costs expended herein, for prejudgment interest where allowable by law and post judgment interest on the judgment at the rate allowed by law; and Plaintiff seeks such other relief as is just and equitable.

IX.
JURY TRIAL DEMAND

Plaintiff demands that all issues of fact in this case be tried to a properly empanelled jury.

Dated: New York, NY
February 23, 2006



by Robert Grochow (RG1890)
THE LAW FIRM OF GREGORY J. CANNATA
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