

507231/16

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX  
PART 11

Index No. 20812-2012  
Motion Calendar No.  
Motion Date:

MICHELLE SCUORZO,

Plaintiff,

**DECISION/ORDER**

-against-

Present:  
Hon. Laura G. Douglas  
J.S.C.

FILED  
KINGS COUNTY CLERK  
2017 MAY -4 PM 3:46

LUQMAN SAFDAR, FAYYAZ AHMAD,  
BIG APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE CORP.,  
JOHN DOE, JANE DOE, and ABC CORP.,

Defendants.

Recitation, as required by Rule 2219(a) of the C.P.L.R., of the papers considered in the review of this motion and cross-motion to compel or preclude certain discovery:

<u>Papers</u>	<u>Numbered</u>
<b>Plaintiff's Notice of Motion, Good Faith Affirmation of Curtis B. Gilfillan, Esq. dated October 2, 2015 and Exhibit ("A"), Affirmation of Curtis B. Gilfillan, Esq. dated October 2, 2015 in Support of Motion, and Exhibits ("A" through "H").....</b>	<b>1</b>
<b>Affirmation of Nicholas Hurzeler, Esq. dated November 23, 2015 in Opposition to Motion and Exhibits ("A" through "C").....</b>	<b>2</b>
<b>Reply Affirmation of Curtis B. Gilfillan, Esq. dated November 25, 2015 and Exhibits ("A" through "E").....</b>	<b>3</b>
<b>Notice of Cross-Motion by Defendant Big Apple Car, Inc., Good Faith Affirmation of Vincent F. Terrasi, Esq. dated October 12, 2015, Affirmation of Vincent F. Terrasi, Esq. dated October 12, 2015, and Exhibit ("A").....</b>	<b>4</b>

*This motion and cross-motion are consolidated for purposes of Decision/Order and upon the foregoing papers and after due deliberation, the Decision/Order on this motion and cross-motion is as follows:*

The plaintiff seeks an order compelling defendant Transcare Ambulance Corp. to provide a certain contract and personnel logbook or deeming those issues relevant to said discovery resolved in the plaintiff's favor or precluding the defendants from using any of these items in support or opposition of any claim herein. Defendant Big Apple Car, Inc. cross-moves for similar relief. The motion and cross-motion

are denied as academic.

By Decision and Order entered on December 15, 2015, the Appellate Division, First Department, directed that venue in this action be changed from Bronx County to Kings County. The Court found that a change in venue was appropriate when the plaintiff discontinued her action against the only party with any connection to Bronx County and which had no connection to the underlying accident. In the interest of comity and proper procedure, the merits of the instant motion and cross-motion should not be considered by this Court, but by the transferee court in Kings County (*see Ryback v. Lomenzo*, 38 AD2d 915 [1<sup>st</sup> Dept 1972] and *Rosenblatt v. Sait*, 34 AD2d 238 [1<sup>st</sup> Dept 1970]). Otherwise, this Court would be passing on the merits of an action which should not have been brought in Bronx County.

Accordingly, it is hereby


ORDERED, that this motion and cross-motion are denied in their entirety as academic; and it is further

ORDERED, that this motion and cross-motion may be renewed in Kings County following transfer of this action in accordance with the Order of the Appellate Division.

The foregoing constitutes the Decision and Order of this Court.

DATED:

4-7-16  
Bronx, New York

  
\_\_\_\_\_  
HON. LAURA G. DOUGLAS  
J.S.C.

PART ~~11~~ *E*

- Case Disposed
- Settle Order
- Schedule Appearance

SUPREME COURT OF THE STATE OF NEW YORK  
 COUNTY OF BRONX:

-----X  
 SCUORZO, MICHELLE

Index No. 0020812/2012E

-against-

Hon. ~~XXXXXXXXXXXXXXXXXXXX~~

SAFDAR, LUQMAN

JUDGE LAURA G. DOUGLAS Justice.

The following papers numbered 1 to 4 Read on this motion, COMPEL  
 Noticed on October 30 2015 and duly submitted as No. \_\_\_\_\_ on the Motion Calendar of 12/3/15

	PAPERS NUMBERED	
Notice of Motion - Order to Show Cause - Exhibits and Affidavits Annexed	(1)	
Answering Affidavit and Exhibits	(2)	
Replying Affidavit and Exhibits	(3)	
<u>Notice of Cross-Motion</u> Affidavits and Exhibits	(4)	
Pleadings - Exhibit		
Stipulation(s) - Referee's Report - Minutes		
Filed Papers		
Memoranda of Law		

Upon the foregoing papers this

*motion by plaintiff  
 and cross-motion  
 by defendant  
 Big Apple Car, Inc.  
 are consolidated for  
 purposes of Decision/Order  
 and are decided in accordance  
 with the attached memorandum  
 Decision/Order.*

Motion is Respectfully Referred to:  
 Justice: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Dated: 4/7/16

Hon. *LDG*  
~~XXXXXXXXXXXXXXXXXXXX~~



NYSCEF

Bronx County Supreme Court

**Document List**

**Index # 20812/2012E**

Created on:04/08/2016 03:20 PM

Case Caption: **Michelle Scuorzo - v. - Luqman Safdar et al**

Judge Name: **Lizbeth Gonzalez**

Doc#	Document Type/Information	Status	Date Received	Filed By
1	COUNTY CLERK MINUTES -PRIOR TO CONVERSION Bronx County Minutes Prior To Transfer to Kings County Under Index # 502443/2016	Processed	02/23/2016	Court User



*LBG*

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

\_\_\_\_\_  
MICHELLE SCUORZO,

Plaintiff,

Index No.: 20812-2012

-against-

**NOTICE OF MOTION**

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.

Hon. Laura G. Douglas

\_\_\_\_\_  
Defendants.

*10/30  
IA10*

*CM/1*

*CCDM*

*↓*

*ADJ*

*12/11*

*007*

**PLEASE TAKE NOTICE**, that upon the annexed affirmation of Curtis B. Gilfillan, Esq., the exhibits attached thereto, and upon all of the pleadings and proceedings heretofore had herein, Plaintiff Michelle Scuorzo, by and through her attorneys, Albert Buzzetti & Associates, LLC, will move in Room 217, located at 851 Grand Concourse, Bronx, New York 10451, on the 30<sup>th</sup> day of October 2015, at 9:30 o'clock of the forenoon of that day, or as soon thereafter as counsel can be heard, for an order, pursuant to CPLR §§3124 and 3126: 1) compelling Defendant Transcare Ambulance Corp. to provide responses to Plaintiff's discovery demands; namely the contract between Transcare Ambulance Corp. and Sports & Entertainment Physicians and the Transcare Ambulance Corp. personnel logbook for Madison Square Garden; 2) alternatively, for an order finding those issues to which the disputed discovery is relevant be deemed resolved in Plaintiff's favor; 3) alternatively, for an order prohibiting and/or precluding Defendants from supporting or opposing claims or defenses to which the disputed discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in any substantive motion prior to or at trial; together with such other, further and different relief that this Court

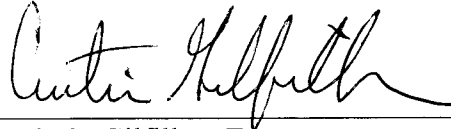


may deem just and proper, including but not limited to the costs and attorneys fees incurred in the making of the instant motion.

**PLEASE TAKE FURTHER NOTICE**, that answering affidavits, if any, are to be served on the undersigned within seven (7) days prior to the return date of the within motion.

Dated: Englewood Cliffs, NJ  
October 2, 2015

ALBERT BUZZETTI & ASSOCIATES, LLC



---

Curtis B. Gilfillan, Esq.  
Attorneys for Plaintiff  
Michelle Scurzo  
475 Sylvan Ave.  
Englewood Cliffs, NJ 07632  
(201) 816-3733

TO: Joelle T. Jensen, Esq.  
LEWIS, BRISBOIS, BISGAARD & SMITH, LLP  
Attorneys for Defendant  
Transcare Ambulance Corp.  
77 Water Street, Suite 2100  
New York, NY 10005  
(212) 232-1300

Vincent Terrasi, Esq.  
WADE CLARK & MULCAHY  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, NY 10006  
(212) 267-1900

Nancy Isserlis, Esq.  
LAW OFFICES OF NANCY L. ISSERLIS  
Attorneys for Defendants  
Luqman Safdar and Fayyaz Ahmad  
36-01 43<sup>rd</sup> Avenue  
Long Island City, NY 11101  
(718) 361-1514

Index No. 20812 Year 20 12

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC.,  
CITYWIDE MOBILE RESPONSE CORP., TRANSCARE AMBULANCE CORP.,  
JOHN DOE, JANE DOE and ABC CORP.,

Defendants.

NOTICE OF MOTION

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for Plaintiff

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: 10/2/15

Signature 

Print Signer's Name Curtis B. Gilfillan

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

**PLEASE TAKE NOTICE**

Check Applicable Box

NOTICE OF ENTRY

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

20

NOTICE OF SETTLEMENT

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:

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

To:

Attorney(s) for

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHELLE SCUORZO,

Plaintiff,

Index No.: 20812-2012

-against-

**AFFIRMATION OF  
GOOD FAITH**

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.

Defendants.

---

**CURTIS B. GILFILLAN, ESQ.**, an attorney duly admitted to practice law by and  
before the Courts of the State of New York, hereby affirms under the penalty of perjury:

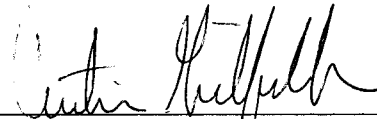
1. I am associated with the law firm of Albert Buzzetti & Associates, LLC, attorneys for the Plaintiff in the above-referenced matter. As such, I am familiar with the facts and circumstances surrounding this matter based on a review of the file maintained by my office and my participation in the proceedings heretofore had herein.
2. I submit this affirmation of Good Faith in further support of Plaintiff's motion for an order pursuant to CPLR §§3124 and 3126: 1) compelling Defendant Transcare Ambulance Corp. to provide responses to Plaintiff's discovery demands,; namely the contract between Transcare Ambulance Corp. and Sports & Entertainment Physicians and the Transcare Ambulance Corp. personnel logbook for Madison Square Garden; 2)

alternatively, for an order finding those issues to which the disputed discovery is relevant be deemed resolved in Plaintiff's favor; 3) alternatively, for an order prohibiting and/or precluding Defendants from supporting or opposing claims or defenses to which the disputed discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in any substantive motion prior to or at trial; together with such other, further and different relief that this Court may deem just and proper, including but not limited to the costs and attorneys fees incurred in the making of the instant motion.

3. The undersigned has conferred with counsel for the opposing parties in this action in a good faith effort, pursuant to 22 NYCRR §202.7, to resolve the discovery disputes and issues raised by the accompanying motion through the service of various discovery demands with repeated objections made thereto and in follow-up e-mail and written correspondence dated September 25, 2015. A copy of the September 25, 2015 good faith letter is annexed hereto as **Exhibit "A"**.
4. Despite the above good faith communications, no resolution to the discovery issues were reached with the Defendant, and therefore, Court intervention is necessary.

**WHEREFORE**, it is respectfully requested that Plaintiff's motion be granted in its entirety, together with such other, further and different relief as this Court deems just and proper, including an award of counsel fees and costs relative to the making of the instant motion.

Dated: Englewood Cliffs, NJ  
October 2, 2015



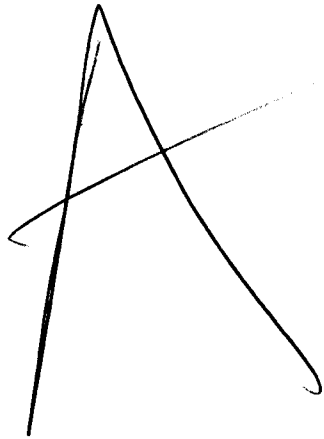
Curtis B. Gilfillan, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
Michelle Scurzo  
467 Sylvan Avenue  
Englewood Cliffs, NJ 07632  
(201) 816-3733

TO: Joelle T. Jensen, Esq.  
LEWIS, BRISBOIS, BISGAARD & SMITH, LLP  
Attorneys for Defendant  
Transcare Ambulance Corp.  
77 Water Street, Suite 2100  
New York, NY 10005  
(212) 232-1300

Vincent Terrasi, Esq.  
WADE CLARK & MULCAHY  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, NY 10006  
(212) 267-1900

Nancy Isserlis, Esq.  
LAW OFFICES OF NANCY L. ISSERLIS  
Attorneys for Defendants  
Luqman Safdar and Fayyaz Ahmad  
36-01 43<sup>rd</sup> Avenue  
Long Island City, NY 11101  
(718) 361-1514





SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,

Plaintiff,

-against\_

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC.,  
CITYWIDE MOBILE RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.,

Defendants.

AFFIRMATION OF GOOD FAITH

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for Plaintiff

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

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Dated: 10/2/15

Signature *Curtis B. Gilfillan*

Print Signer's Name Curtis B. Gilfillan

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

**PLEASE TAKE NOTICE**

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

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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:

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

To:

Attorney(s) for

# ALBERT BUZZETTI & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

ALBERT BUZZETTI \*°  
JOHN F. GOLDEN \*°  
JACQUELINE A. BUZZETTI †  
EDWARD J. BRUTON, JR. \*°  
STEVEN M. DAVIS \*  
CURTIS B. GILFILLAN \*‡

467 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632  
TELEPHONE (201) 816-3733 • FACSIMILE (201) 816-3644

521 FIFTH AVENUE, SUITE 1700, NEW YORK, NY 10175  
TELEPHONE (212) 564-9009

MEMBER OF:  
NJ & NY BARS \*  
NJ BAR \*  
NY BAR †  
PA BAR ‡  
PARTNER°

September 25, 2015

Lewis, Brisbois, Bisgaard & Smith, LLP  
77 Water Street, Suite 2100  
New York, New York 10005  
Attn: Joelle Jensen, Esq.


**Re: Scuurzo v. Safdar, et al.**  
**Index No: 20812/2012**  
**Our File No.: 10085**

Dear Ms. Jensen:

Please find this as the undersigned's good faith attempt to resolve the outstanding discovery dispute relative to the personnel logs for the day in question as prepared by Transcare which indicate the ambulance personnel and staffing present at MSG. To date I have received no further supplemental response to my March 27, 2015 post deposition demand now that your employee Julia Villa testified to the specific current location of the logs in question, nor have I received a response from you to my September 4, 2015 Notice for Physical Inspection of same personnel logs. In light of the long-standing demands and requests for these records, I will be forced to seek Court intervention to gain access to these documents/log books if they are not produced within the next 5 business days. Such good faith correspondence is being forwarded to you at this time so that all discovery, and necessary motion practice regarding same may be completed by or before the Note of Issue deadline of November 30, 2015.

Thank you for your time and attention to this matter.

Very truly yours,

  
Curtis B. Gilfillan

CBG/lf

cc: Law Office of Nancy Isserlis  
Wade Clark Mulcahy

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHELLE SCUORZO,

Plaintiff,

Index No.: 20812-2012

-against-

**AFFIRMATION IN SUPPORT**

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBIL  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.

Defendants.

---

**CURTIS B. GILFILLAN, ESQ.**, an attorney duly admitted to practice law by and  
before the Courts of the State of New York, hereby affirms under the penalty of perjury:

1. I am associated with the law firm of Albert Buzzetti & Associates, LLC, attorneys for the Plaintiff in the above-referenced matter. As such, I am familiar with the facts and circumstances surrounding this matter based on a review of the file maintained by my office and my participation in the proceedings heretofore had herein.
2. I submit this affirmation in support of Plaintiff's motion for an order pursuant to CPLR §§3124 and 3126: 1) compelling Defendant Transcare Ambulance Corp. to provide responses to Plaintiff's discovery demands; namely the contract between Transcare Ambulance Corp. and Sports & Entertainment Physicians and the Transcare Ambulance Corp. personnel logbook for Madison Square Garden; 2) alternatively, for an order finding those issues to which the disputed discovery is relevant to be deemed resolved in



Plaintiff's favor; 3) alternatively, for an order prohibiting and/or precluding Defendants from supporting or opposing claims or defenses to which the disputed discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in any substantive motion prior to or at trial; together with such other, further and different relief that this Court may deem just and proper, including but not limited to the costs and attorneys fees incurred in the making of the instant motion.

3. The underlying action arises from an automobile accident which occurred on March 11, 2010, at approximately 5:15 p.m. when a livery cab owned by Fayyaz Ahmad, driven by Luqman Safdar as agents of Big Apple Car, Inc. swerved to avoid a Transcare Ambulance Corp. (hereinafter "Transcare") ambulance, improperly operating in an emergent manner in response to a non-emergent scenario, and/or in due disregard for the circumstances then existing, that drove into the intersection against a red light, resulting in the livery cab operated by Luqman Safdar jumping the sidewalk and striking the Plaintiff, Michelle Scuorzo causing her severe and permanent injuries, necessitating 9 separate surgical procedures.
4. Plaintiff initiated the instant Bronx County action by the filing of a Summons and Complaint on or about May 4, 2012. A copy of the Summons and Complaint is annexed hereto as **Exhibit "A."**
5. The Defendants, Luqman Safdar, Fayyaz Ahmad, Big Apple Car, Inc., Citywide Mobile Response Corp., and Transcare Ambulance Corp. all interposed Answers to the Plaintiff's

Complaint between June 6, 2012, and July 17, 2012. Copies of said Answers are collectively annexed hereto as **Exhibit "B"**, as is a copy of the Stipulation of Discontinuance without Prejudice releasing Citywide as an active defendant in the litigation.

6. On March 17, 2015, shortly after further Transcare deposition witness David Konig testified, Plaintiff served on Defendant Transcare a Post Deposition Notice for Discovery and Inspection, which contained among other things demands for the contract between Transcare and Sports & Entertainment Physicians and for the Transcare personnel log for Madison Square Garden for the day of the accident March 11, 2010, all as testified to by David Konig. A copy of Plaintiff's Post-Deposition Notice for Discovery and Inspection as to Transcare and Testimony of David Konig is annexed hereto as **Exhibit "C"**.
  
7. The contract and personnel log in question are essential evidence to Plaintiff's claims as against Transcare in the instant lawsuit wherein Plaintiff alleges the improper emergency response by a Transcare ambulance to Madison Square Garden in a non-emergent situation. As was uncovered during the extensive course of written discovery and depositions (most recently during that of David Konig), Transcare had a written contract for the provision of ambulance services at Madison Square Garden for public events (such as the Big East Tournament, which Transcare was providing services for on the date of the accident, and to which the ambulance in question was reporting in emergency mode) with Sports & Entertainment Physicians, as a sub-contractor, rather than directly with Madison Square Garden. The contract, upon information and belief set forth the

number of ambulances required to be at Madison Square Garden for public events at any given time and as to ambulance response and replacement protocols (e.g. two ambulances required to be present at all times at public sporting events as per the New York State regulations and customary industry practice). The terms of the contract would provide some evidence as to the negligence of Transcare in improperly staffing, maintaining and/or improperly calling replacement ambulances in an emergent as opposed to non-emergent mode. Likewise, the Transcare log book (again as testified to by David Konig), when produced, will provide the names of the actual Transcare personnel who were present on the day in question. These two pieces of evidence go hand in hand towards identifying who was supposed to be at Madison Square Garden and who was actually at Madison Square Garden. The foregoing evidence would show some evidence of negligence on the part of Transcare when viewed in conjunction with the state regulations, local regulations, the deposition testimony of Transcare employees as to the industry custom and practice, and the testimony of the ambulance driver and EMT in question. The contract and personnel log are material and necessary to the presentation and proof of Plaintiff's claims and Defendant Transcare ought to have produced them short of motion practice.

8. On or about June 15, 2015, Defendant Transcare responded to Plaintiff's Post-Deposition Notice for Discovery & Inspection as to David Konig, by providing in part that they could not locate the personnel log in question and outright objected to the production of the contract between Transcare and Sports & Entertainment Physicians. A copy of

Defendant's Response to Post-Deposition Notice for Discovery and Inspection is annexed hereto as **Exhibit "D"**.

9. On or about July 22, 2015, Plaintiff served a Sixth Notice for Discovery and Inspection on Defendant Transcare, again demanding a copy of the contract in question. A copy of Plaintiff's Sixth Notice for Discovery and Inspection is annexed hereto as **Exhibit "E"**. Defendant Transcare provided a Response to same demand on August 20, 2015, wherein the again objected to and refused to produce the contract in question, despite its material and necessary nature to the litigation claims pursued by Plaintiff. A copy of Defendant Transcare's Response to Plaintiff's Sixth Notice to Produce is annexed hereto as **Exhibit "F"**.
10. On September 4, 2015, following the deposition testimony of yet another Transcare witness, Julia Villa, which occurred on August 17, 2015 and in which she testified as to the exact location of the personnel log book in question, Plaintiff served a Notice of Physical Inspection of said log on Defendant Transcare. A copy of Plaintiff's Notice For Physical Inspection of Roll Call Sign-In Log is annexed hereto as **Exhibit "G"**.
12. To date, Defendant Transcare continues to object to the production of the contract in question and insist that they will only disclose same pursuant to a Court Order. Likewise, Defendant Transcare has failed to further responded to the prior discovery demands as to the log book and has not responded to the Physical Inspection Notice which was returnable on September 24, 2015. Accordingly, Plaintiff made one further and final



attempt to obtain the above-discovery absent Court intervention by way of e-mail inquiry and good faith letter, both dated September 25, 2015. A copy of the September 25, 2015 good faith letter is annexed hereto as **Exhibit “H”**.

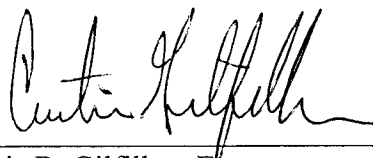
13. Transcare has engaged and continues to engage in wilful and contumacious conduct, by first denying the existence of, or at least their ability to find, the contract and personnel log in question, and then once found (after their employee Julia Villa recently testified that she was aware of and had seen them months ago) refusing to produce them. The refusal of Transcare to be first unable to “locate”, and then when located to refuse to produce such core materials to both the operation of their business and more importantly to the instant lawsuit strains the limits of reason and underscores their obstruction to the discovery process here. This is not the first motion filed by Plaintiff to obtain discovery from this Defendant, which ought to have been produced in response to discovery demands in due course, but which same was refused or objected to and which was subsequently obtained by Court intervention.
  
14. New York has long favored open and far reaching pre-trial discovery. As per the plain language of CPLR §3101 “[t]here shall be full disclosure of all matter material and necessary in the prosecution or defense of an action, regardless of the burden of proof.” Further, the words “material and necessary” as used in the statute are to be interpreted liberally to require disclosure, when requested, of any facts or other information bearing on the controversy which will aid in the preparation for trial by sharpening the issues.

The discovery requested from Transcare here squarely falls within the acceptable scope of sharpening the issues for trial.

15. In light of the foregoing, it is clear that Defendant Transcare has wilfully, contumaciously and intentionally delayed and obstructed the discovery process in this matter, and has failed to produce substantive discovery in this matter despite clear and numerous demands for same by the Plaintiff, and co-defendants.

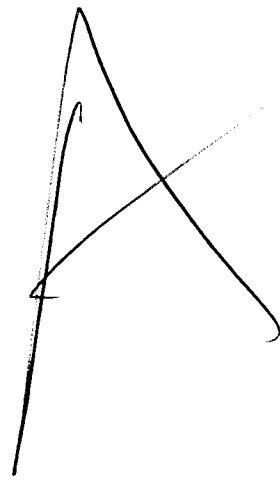
**WHEREFORE**, it is respectfully requested that Plaintiff's motion be granted in its entirety, together with such other, further and different relief as this Court deems just and proper, including an award of counsel fees and costs relative to the making of the instant motion.

Dated: Englewood Cliffs, NJ  
October 2, 2015



---

Curtis B. Gilfillan, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
Michelle Scurzo  
467 Sylvan Avenue  
Englewood Cliffs, NJ 07632  
(201) 816-3733



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO

Plaintiff/Petitioner,

-- against --

Index No. 20812/2012E

LUGMAN-SAFDAR; FAYYAZ AHMAD; BIG APPLE CAR, INC.; CITYWIDE MOBILE RESPONSE CORP.; TRANSCARE AMBULANCE CORP.; JOHN BOE; JANE ROE; ABC CORPORATION.

Defendant/Respondent.


NOTICE OF COMMENCEMENT OF ACTION  
SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center at 646-386-3033 or [efile@courts.state.ny.us](mailto:efile@courts.state.ny.us).

Dated: 5/16/12

  
Albert Buzzetti, Esq. (Name)  
Albert Buzzetti & Associates, LLC (Firm Name)

467 Sylvan Avenue, 2nd Floor (Address)  
Englewood Cliffs, NJ 07632

201-816-3733 (Phone)  
[abuzzetti@tristatelaw.com](mailto:abuzzetti@tristatelaw.com) (E-Mail)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Plaintiff,

-against-

SUMMONS

LUOMAN SAJDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC.; CITYWIDE MOBILE  
RESPONSE CORP.; TRANSCARE AMBULANCE  
CORP.; JOHN DOE; JANE ROE; and ABC  
CORPORATION.

Index No.: 20812/2012E

Defendants


-----X  
To the above named Defendant(s)

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 attorney 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.

Plaintiff designates Bronx County as the place of trial. The basis of venue is defendant, Citywide Mobile Response Corp.'s location of its principle office pursuant to C.P.L.R. 503(c).

Dated: New York, New York  
May 4, 2012

Yours, etc.,

  
-----  
ALBERT BUZZETTI ESQ.  
ALBERT BUZZETTI & ASSOCIATES, LLC  
Attorneys for plaintiff  
2 Penn Plaza - Suite 1500  
New York, New York 10121  
(212) 564-9009

DEFENDANTS TO BE SERVED

Big Apple Car, Inc.  
169 Bay 17<sup>th</sup> Street  
Brooklyn, NY 11214

Transcare Ambulance Corp.  
1 Metrotech Center  
Brooklyn, NY 11201-3948

Lugman Safdar  
1720 Amuskar Road  
Parkville, MD 21234-3715

Fayyaz Ahmad  
2115 East 13<sup>th</sup> Street  
Brooklyn, NY 11229

Citywide Mobile Response Corp.  
1624 Stillwell Avenue  
Bronx, New York 10461

SUPREME COURT OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Plaintiff,

-against-

COMPLAINT

Index No. :

LUQMAN SAFDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC.; CITYWIDE MOBILE  
RESPONSE CORP.; TRANSCARE AMBULANCE  
CORP.; JOHN DOE; JANE ROE; and ABC  
CORPORATION.

Defendant (s).

-----X  
The plaintiff, Michelle Scuorzo (hereinafter "plaintiff"), by and through her attorney, Albert Buzzetti, Esq., from the law firm of Albert Buzzetti & Associates, LLC, by way of Complaint against the defendants, hereby alleges and says:

BACKGROUND:

1. Plaintiff, at all relevant times, was and is a resident of the State of New Jersey and resided at 2 Johnny Drive, Borough of Farmingdale.
2. Defendant, Fayyaz Ahmad, at all relevant times, upon information and belief, was and is a resident of the State of New York and resided at 2115 East 13<sup>th</sup> Street, Borough of Brooklyn, County of Kings.
3. Defendant, Luqman Safdar, at all relevant times, upon information and belief, was and is a resident of the State of New Jersey and resided at 2125 Woodbridge Avenue, Township of Edison.

4. Defendant, Big Apple Car, Inc., at all relevant times, upon information and belief, was and is a corporation in the business of providing transportation services and duly authorized to transact business and doing business under and by virtue of the laws of the State of New York with offices located at 169 Bay 17<sup>th</sup> Street, Borough of Brooklyn, County of Kings, State of New York.
5. Defendant, Citywide Mobile Response Corp., at all relevant times, upon information and belief, was and is a corporation in the business of providing medical transportation services and duly authorized to transact business and doing business under and by virtue of the laws of the State of New York with its principal office located at 1624 Stillwell Avenue, Borough of Bronx, County of Bronx, State of New York.
6. Defendant, Transcare Ambulance Corp., at all relevant times, upon information and belief, was and is a corporation in the business of providing medical transportation services and duly authorized to transact business and doing business under and by virtue of the laws of the State of New York with offices located at 1 Metrotech Center, Borough of Brooklyn, County of Kings, State of New York.
7. Defendant(s), John Doe and Jane Roe are fictitious person(s) who were unknown owners and/or operators of motor vehicles responsible for the accident giving rise to this lawsuit; and/or unknown principals, superiors and/or employers that hired, controlled, supervised and/or directed the owners and/or operators of motor vehicles responsible for the



accident giving rise to this lawsuit.

8. Defendant(s), ABC Corporation, a fictitious company was the unknown owner of the motor vehicle responsible for the accident giving rise to this lawsuit and/or unknown principals, superiors and/or employers that hired, controlled, supervised and/or directed the owner and/or operators of motor vehicle responsible for the accident giving rise to this lawsuit.

FIRST COUNT

9. Plaintiff repeats the allegations in Paragraphs 1-8 above as if fully set forth herein.
10. On March 11, 2010, at approximately 5:15 pm, the Plaintiff was a pedestrian standing on the southwest corner of 29<sup>th</sup> Street and Lexington Avenue in the City of New York, County of New York, State of New York.
11. At the same time and place, defendant, Luqman Safdar, was the operator of a motor vehicle being known as a 2004 Lincoln Town Car bearing New York license plate number T5 04892C traveling south on Lexington Avenue at the intersection of East 29<sup>th</sup> Street in the City of New York, County of New York, State of New York.
12. At the same time and place, upon information and belief, an ambulance was traveling west on East 29<sup>th</sup> Street at the intersection of Lexington Avenue in the City of New York, County of New York, State of New York.
13. At the same time and place, the defendant, Luqman Safdar, was negligent in the operation of the aforesaid vehicle in that he

failed to stop or yield for the aforesaid vehicle as he approached the aforesaid intersection, was traveling at an unsafe speed, and/or was otherwise inattentive, negligent and careless, which negligence caused him to lose control of the aforesaid vehicle that he was operating, travel off the side of the road and strike the body of the plaintiff who was standing on the sidewalk at the southwest corner of 29<sup>th</sup> Street and Lexington Avenue.

14. As a direct and proximate result of the aforesaid negligence of the defendant, Lugman Safdar, the plaintiff sustained serious and permanent bodily injuries as defined in Article 51 of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment; that some of the injuries may be permanent; and that plaintiff has as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.
15. By reason of the foregoing, plaintiff, Michelle Scurzo, sustained permanent pain, suffering, and injury, is entitled to recover for non-economic loss and economic losses.

SECOND COUNT

16. Plaintiff repeats the allegations in Paragraphs 1-15 above as if fully set forth herein.

17. At the same time and place, upon information and belief, the aforesaid vehicle operated by the defendant Luqman Safdar was owned and maintained by the defendant, Fayyaz Ahmad.
18. At the same time and place, upon information and belief, the defendant, Luqman Safdar, operated the aforesaid vehicle with the express and/or implied consent of the defendant, Fayyaz Ahmad.
19. At the same time and place, upon information and belief, the defendant, Luqman Safdar, operated the aforesaid vehicle as an employee and/or agent of the defendant, Fayyaz Ahmad, and was acting within the course and scope of such employment and/or agency.
20. At the same time and place, the defendant, Fayyaz Ahmad, was negligent in the ownership and/or maintenance of the aforesaid vehicle operated by defendant, Luqman Safdar.
21. At the same time and place, the defendant, Fayyaz Ahmad, was negligent in the hiring, supervision and/or training of the defendant, Luqman Safdar.
22. The defendant, Fayyaz Ahmad, is vicariously liable for the aforesaid negligence of the defendant, Luqman Safdar.
23. As a direct and proximate result of the aforesaid negligence of the defendant, Fayyaz Ahmad, the plaintiff sustained serious and permanent bodily injuries as defined in Article 51 of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment, that some of the injuries may be permanent; and that plaintiff has

as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.

24. By reason of the foregoing, plaintiff, Michelle Scuzorzo, sustained permanent pain, suffering, and injury, is entitled to recover for non-economic loss and economic losses.

#### THIRD COUNT

25. Plaintiff repeats the allegations in Paragraphs 1-24 above as if fully set forth herein.
26. At the same time and place, upon information and belief, the defendant, Luqman Safdar, operated the aforesaid vehicle as an employee, agent and/or servant of the defendants, Fayyaz Ahmad and Big Apple Car, Inc., and was acting within the course and scope of such employment and/or agency.
27. At the same time and place, the defendant, Big Apple Car, Inc., was negligent in the hiring, supervision and/or training of the defendant, Luqman Safdar.
28. The defendant, Big Apple Car, Inc., is vicariously liable for the aforesaid negligence of the defendant, Luqman Safdar and Fayyaz Ahmad.
29. As a direct and proximate result of the aforesaid negligence of the defendant, Big Apple Car, Inc., the plaintiff sustained serious and permanent bodily injuries as defined in Article 51

of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment, that some of the injuries may be permanent; and that plaintiff has as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.

30. By reason of the foregoing, plaintiff, Michelle Scuorzo, sustained permanent pain, suffering, and injury, and is entitled to recover for non-economic loss and economic losses.

#### FOURTH COUNT

31. Plaintiff repeats the allegations in Paragraphs 1-30 above as if fully set forth herein.
32. At the same time and place, the unknown operator of the vehicle owned and maintained by the defendant, Citywide Mobile Response Corp., was negligent in the operation of the same in that he or she failed to keep the motor vehicle in question under safe and adequate control; in failing to keep and maintain proper control of the aforementioned vehicle; in failing to use that degree of care, caution and prudence in such cases required; in failing to observe traffic controls, regulations and the presence of the plaintiff at the aforementioned location; in failing to keep a lookout under the circumstances then and there prevailing; in failing to

adhere to the requirements of Vehicle & Traffic Law § 1104, et seq, in failing to properly supervise and control the driver of said automobile and the defendants were in other ways negligent and careless.

33. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, Citywide Mobile Response Corp., operated the same with the express and/or implied consent of the defendant, Citywide Mobile Response Corp.
34. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, Citywide Mobile Response Corp., operated the same as an employee and/or agent of the defendant, Citywide Mobile Response Corp., and was acting within the course and scope of such employment and/or agency.
35. At the same time and place, the defendant, Citywide Mobile Respons Corp., was negligent in the ownership and/or maintenance of the aforesaid vehicle.
36. At the same time and place, the defendant, Citywide Mobile Response Corp., was negligent in the hiring, supervision and/or training of the unknown operator of the aforesaid vehicle.
37. The defendant, Citywide Mobile Response Corp., is vicariously liable for the aforesaid negligence and reckless acts and omissions of the unknown operator of the aforesaid vehicle.
38. That one or more of the provisions of Section 1602 of the CPLR do apply to the within action, including but not limited to

1602(6) use, operation, or ownership of a motor vehicle.

39. As a direct and proximate result of the aforesaid acts and/or omissions of the defendant, Citywide Mobile Response Corp., the plaintiff sustained serious and permanent bodily injuries as defined in Article 51 of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment, that some of the injuries are permanent; and that plaintiff has as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.
40. By reason of the foregoing, plaintiff, Michelle Scuzorzo, sustained permanent pain, suffering, and injury, and is entitled to recover for non-economic loss and economic losses.

#### FIFTH COUNT

41. Plaintiff repeats the allegations in Paragraphs 1-40 above as if fully set forth herein.
42. At the same time and place, the unknown operator of the vehicle owned and maintained by the defendant, Citywide Mobile Response Corp failed to act with due regard for the safety of others and/or acted with a reckless disregard for the safety of others or otherwise failed to meet the requirements of Vehicle & Traffic Law § 1104, et seq.
43. Such acts and/or omissions were without due regard for the

safety of others and/or in reckless disregard for the safety of others and include but are not limited to the failure to comply with the requirements of of Vehicle & Traffic Law § 1104(b)(1)-(4).

44. As a direct and proximate result of the acts or omissions set forth above, caused defendant, Luqman Safdar, to lose control of the aforesaid vehicle that he was operating, travel off the side of the road and strike the body of the plaintiff.
45. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, Citywide Mobile Response Corp. vehicle, operated the same with the express and/or implied consent of the defendant, Citywide Mobile Response Corp.
46. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, Citywide Mobile Response Corp., operated the same as an employee and/or agent of the defendant, Citywide Mobile Response Corp., and was acting within the course and scope of such employment and/or agency.
47. The defendant, Citywide Mobile Response Corp., is vicariously liable for the aforesaid reckless acts and omissions of the unknown operator of the aforesaid vehicle.
48. That one or more of the provisions of Section 1602 of the CPLR do apply to the within action, including but not limited to 1602(6) use, operation, or ownership of a motor vehicle.
47. As a direct and proximate result of the aforesaid acts and/or omissions of the defendant, Citywide Mobile Response Corp.,



the plaintiff sustained serious and permanent bodily injuries as defined in Article 51 of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment, that some of the injuries are permanent; and that plaintiff has as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.

48. By reason of the foregoing, plaintiff, Michelle Scuzo, sustained permanent pain, suffering, and injury, and is entitled to recover for non-economic loss and economic losses.

SIXTH COUNT

49. Plaintiff repeats the allegations in Paragraphs 1-48 above as if fully set forth herein.
50. At the same time and place, the unknown operator of the vehicle owned and maintained by the defendant, Transcare Ambulance Corp., was negligent in the operation of the same in that he or she failed to keep the motor vehicle in question under safe and adequate control; in failing to keep and maintain proper control of the aforementioned vehicle; in failing to use that degree of care, caution and prudence in such cases required; in failing to observe traffic controls, regulations and the presence of the plaintiff at the aforementioned location; in failing to keep a lookout under

the circumstances then and there prevailing; in failing to adhere to the requirements of Vehicle & Traffic Law § 1104, et seq; in failing to properly supervise and control the driver of said automobile and the defendants were in other ways negligent and careless.

51. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, Transcare Ambulance Corp. vehicle, operated the same with the express and/or implied consent of the defendant, Transcare Ambulance Corp.
52. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, Transcare Ambulance Corp., operated the same as an employee and/or agent of the defendant, Transcare Ambulance Corp., and was acting within the course and scope of such employment and/or agency.
53. At the same time and place, the defendant, Transcare Ambulance Corp., was negligent in the ownership and/or maintenance of the aforesaid vehicle.
54. At the same time and place, the defendant, Transcare Ambulance Corp., was negligent in the hiring, supervision and/or training of the unknown operator of the aforesaid vehicle.
55. The defendant, Transcare Ambulance Corp., is vicariously liable for the aforesaid negligence and omissions of the unknown operator of the aforesaid vehicle.
56. That one or more of the provisions of Section 1602 of the CPLR do apply to the within action, including but not limited to

1602(6) use, operation, or ownership of a motor vehicle.

57. As a direct and proximate result of the aforesaid acts and/or omissions of the defendant, Transcare Ambulance Corp., the plaintiff sustained serious and permanent bodily injuries as defined in Article 51 of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment, that some of the injuries are permanent, and that plaintiff has as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.
58. By reason of the foregoing, plaintiff, Michelle Scurzo, sustained permanent pain, suffering, and injury, and is entitled to recover for non-economic loss and economic losses.

SEVENTH COUNT

59. Plaintiff repeats the allegations in Paragraphs 1-58 above as if fully set forth herein.
60. At the same time and place, the unknown operator of the vehicle owned and maintained by the defendant, Transcare Ambulance Corp. failed to act with due regard for the safety of others and/or acted with a reckless disregard for the safety of others or otherwise failed to meet the requirements of Vehicle & Traffic Law § 1104, et. seq.
61. Such acts and/or omissions were without due regard for the

safety of others and/or in reckless disregard for the safety of others and include but are not limited to the failure to comply with the requirements of Vehicle & Traffic Law § 1104(b)(1)-(4).

62. As a direct and proximate result of the acts or omissions set forth above, caused defendant, Luqman Safdar, to lose control of the aforesaid vehicle that he was operating, travel off the side of the road and strike the body of the plaintiff.
63. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by the unknown driver of the Transcare Ambulance Corp. vehicle, operated the same with the express and/or implied consent of the defendant, Transcare Ambulance Corp.
64. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, Transcare Ambulance Corp., operated the same as an employee and/or agent of the defendant, Transcare Ambulance Corp., and was acting within the course and scope of such employment and/or agency.
65. The defendant, Transcare Ambulance Corp., is vicariously liable for the aforesaid reckless acts and omissions of the unknown operator of the aforesaid vehicle.
66. That one or more of the provisions of Section 1602 of the CPLR do apply to the within action, including but not limited to 1602(6) use, operation, or ownership of a motor vehicle.
67. As a direct and proximate result of the aforesaid acts and/or omissions of the defendant, Transcare Ambulance Corp., the

failing to keep a lookout under the circumstances then and there prevailing; in failing to adhere to the requirements of Vehicle & Traffic Law § 1104, et seq; in failing to properly supervise and control the driver of said automobile and the defendants were in other ways negligent and careless.

71. At the same time and place, upon information and belief, the unknown operator of the vehicle, owned and maintained by defendant, ABC Corporation, operated the same with the express and/or implied consent of the defendant, ABC Corporation.
72. At the same time and place, upon information and belief, the unknown operator of the vehicle, owned and maintained by defendant, ABC Corporation, operated the same as an employee and/or agent of the defendant, ABC Corporation, and was acting within the course and scope of such employment and/or agency.
73. At the same time and place, the defendant, ABC Corporation, was negligent in the ownership and/or maintenance of the aforesaid vehicle.
74. At the same time and place, the defendant, ABC Corporation, was negligent in the hiring, supervision and/or training of the unknown operator of the aforesaid vehicle.
75. The defendant, ABC Corporation, is vicariously liable for the aforesaid negligence and omissions of the unknown operator of the aforesaid vehicle.
76. That one or more of the provisions of Section 1602 of the CPLR do apply to the within action, including but not limited to 1602(6) use, operation, or ownership of a motor vehicle.
77. As a direct and proximate result of the aforesaid acts and/or

omissions of the defendants, ABC Corporation and John Doe and Jane Doe, the plaintiff sustained serious and permanent bodily injuries as defined in Article 51 of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment; that some of the injuries are permanent; and that plaintiff has as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.

78. By reason of the foregoing, plaintiff, Michelle Scuzorzo, sustained permanent pain, suffering, and injury, and is entitled to recover for non-economic loss and economic losses.

NINTH COUNT

79. Plaintiff repeats the allegations in Paragraphs 1-78 above as if fully set forth herein.
80. At the same time and place, the unknown operator of the vehicle operated by John Doe, a fictitious person, acting as the agent, servant and employee of ABC Corporation, failed to act with due regard for the safety of others and/or acted with a reckless disregard for the safety of others or otherwise failed to meet the requirements of Vehicle & Traffic Law § 1104, et seq.
81. Such acts and/or omissions were without due regard for the

safety of others and/or in reckless disregard for the safety of others and include but are not limited to the failure to comply with the requirements of of Vehicle & Traffic Law § 1104(b) (1) - (4).


82. As a direct and proximate result of the acts or omissions set forth above, caused defendant, Luqman Safdar, to lose control of the aforesaid vehicle that he was operating, travel off the side of the road and strike the body of the plaintiff.
83. At the same time and place, upon information and belief, the unknown operator of the vehicle operated by John Doe, a fictitious person, acting as the agent, servant and employee of ABC Corporation, operated the same with the express and/or implied consent of the defendant, ABC Corporation.
84. At the same time and place, upon information and belief, the unknown operator of the vehicle owned and maintained by defendant, ABC Corporation, operated the same as an employee and/or agent of the defendant, ABC Corporation, and was acting within the course and scope of such employment and/or agency.
85. The defendant, ABC Corporation, is vicariously liable for the aforesaid reckless acts and omissions of the unknown operator of the aforesaid vehicle.
86. That one or more of the provisions of Section 1602 of the CPLR do apply to the within action, including but not limited to 1602(6) use, operation, or ownership of a motor vehicle.
87. As a direct and proximate result of the aforesaid acts and/or omissions of the defendants, ABC Corporation and John Doe and Jane Doe, the plaintiff sustained serious and permanent bodily

injuries as defined in Article 51 of the Insurance Law of the State of New York, including extensive fractures of the bones of the right leg requiring multiple surgical procedures and other medical treatment, that some of the injuries are permanent; and that plaintiff has as a result thereof, for some time been confined to her bed and house and has required medicines and medical attention and has been prevented and will be prevented from pursuing her usual and ordinary vocation and has expended or incurred large sums and will be required to expend and incur further sums for medical and other attention.

88. By reason of the foregoing, plaintiff, Michelle Scuzorzo, sustained permanent pain, suffering, and injury, and is entitled to recover for non-economic loss and economic losses.

WHEREFORE, the plaintiff, Michelle Scuzorzo, demands judgment against the defendants, Luqman Safdar, Fayyaz Ahmad, Big Apple Car Inc., Citywide Mobile Response Corp., Transcare Ambulance Corp., John Doe, Jane Doe and ABC Corporation, for damages that are for a sum in excess of the jurisdictional limits of all lower courts.

Dated: May 4, 2012  
New York, New York



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ALBERT BUZZETTI, Esq.  
ALBERT BUZZETTI & ASSOCIATES, L.L.C.  
Attorneys for Plaintiff  
2 Penn Plaza, Suite 1500  
New York, New York 10121  
(212) 564-9009



ATTORNEY VERIFICATION

STATE OF NEW YORK )

) ss:

COUNTY OF NEW YORK )

ALBERT BUZZETTI, an attorney at law, duly admitted to practice in the Courts of the State of New York, hereby affirms under the penalties of perjury that:

He is one of the attorneys for plaintiffs in the above - entitled action. That he has read the foregoing COMPLAINT and knows the contents thereof, and upon information and belief deponent believes that matters alleged herein to be true.

The reason this Verification is made by deponent and not by the plaintiffs is that the plaintiff herein reside in a County other than the one in which plaintiff' attorneys maintain their office.

The source of deponent's information and the grounds of his beliefs are communications, papers, reports and investigation contained in the file.

Date: New York, New York  
May 4, 2012

  
ALBERT BUZZETTI, ESQ.

B

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

----- X  
MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR; FAYYAZ AHMAD, BIG APPLE CAR, :  
INC.; CITYWIDE MOBILE RESPONSE COR.; TRANSCARE: :  
AMBULANCE CORP.; JOHN DOE; JANE DOE; and ABC :  
CORPORATION, :

Defendants.  
----- X

: Index No.: 20812/2012 E

: VERIFIED ANSWER  
: WITH CROSS-CLAIM

Defendants TRANSCARE AMBULANCE CORP., by their attorneys, LEWIS, BRISBOIS, BISGAARD & SMITH, LLP, as and for their Verified Answer to the Complaint served on behalf of the plaintiff herein, upon information and belief, respectfully respond as follows:

**BACKGROUND**

1. Defendants deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained within the paragraphs of plaintiff's Complaint designated as numbers "1", "2", "3", "4", "5", "6", "7" and "8".

**FIRST COUNT**

2. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "8" as if fully set forth at length herein.

3. Defendants deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained within the paragraphs of plaintiff's Complaint designated as numbers "10", "11", "12", "13", "14" and "15".

## SECOND COUNT

4. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "15" as if fully set forth at length herein.

5. Defendants deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained within the paragraphs of plaintiff's Complaint designated as numbers "17", "18", "19", "20", "21" and "22".

6. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "23" and "24".

## THIRD COUNT

7. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "24" as if fully set forth at length herein.

8. Defendants deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained within the paragraphs of plaintiff's Complaint designated as numbers "26", "27" and "28".

9. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "29" and "30".

## FOURTH COUNT

10. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "30" as if fully set forth at length herein.

11. Defendants deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained within the paragraphs of plaintiff's Complaint designated as numbers "32", "33", "34", "35", "36" and "37".

12. Defendants deny each and every allegation contained within the paragraph of the plaintiff's Complaint designated as numbers "38" and respectfully refer all questions of law, fact or conclusions raised therein to the trial court for determination.

13. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "39" and "40".

#### FIFTH COUNT

14. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "40" as if fully set forth at length herein.

15. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "42", "43" and "48", and respectfully refer all questions of law, fact or conclusions raised therein to the trial court for determination.

16. Defendants deny knowledge or information sufficient to form a belief as to the truth of each and every allegation contained within the paragraphs of plaintiff's Complaint designated as numbers "44", "45", "46" and "47".

17. Defendants deny each and every allegation contained within the paragraph of the plaintiff's Complaint designated as numbers "47 and "48".

#### SIXTH COUNT

18. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "48" as if fully set forth at length herein.

19. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "50", "51", "52", "53", "54", "55", "57" and "58".

20. Defendants deny each and every allegation contained within the paragraph of the plaintiff's Complaint designated as number "56", and respectfully refer all questions of law, fact or conclusions raised therein to the trial court for determination.

### SEVENTH COUNT

21. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "58" as if fully set forth at length herein.

22. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "60", "61" and "66", and respectfully refer all questions of law, fact or conclusions raised therein to the trial court for determination.

23. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "62", "63", "64", "65", "67" and "68".

### EIGHTH COUNT

24. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "68" as if fully set forth at length herein.

25. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "70", "71", "72", "73", "74", "75", "77" and "78".

26. Defendants deny each and every allegation contained within the paragraph of the plaintiff's Complaint designated as number "76" and respectfully refer all questions of law, fact or conclusions raised therein to the trial court for determination.

### NINTH COUNT

27. Defendants repeat, reiterate and re-allege each and every answer to paragraph "1" through "78" as if fully set forth at length herein.

28. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "80", "81" and "86", and respectfully refer all questions of law, fact or conclusions raised therein to the trial court for determination.

29. Defendants deny each and every allegation contained within the paragraphs of the plaintiff's Complaint designated as numbers "82", "83", "84", "85", "87", and "88".

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

30. Upon information and belief, whatever damages the plaintiff may have sustained at the time and place mentioned in the Complaint was caused in whole or in part by the culpable conduct of the said plaintiff. The amount of damages recovered, if any, shall therefore be diminished in the proportion to which said culpable conduct, attributable to the plaintiff, bear to the culpable conduct which caused said injuries.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

31. In the event plaintiff recovers a verdict or judgment against the answering defendants, then said verdict or judgment must be reduced pursuant to CPLR § 4545(c), by those amounts which have been, or will, with reasonable certainty, replace or indemnify plaintiff, in whole or in part, for any past or future claimed economic loss, from any collateral source such as insurance, social security, workers' compensation, or employee benefit programs.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

32. Upon information and belief, if any damages were sustained by the plaintiff as alleged in the plaintiff's complaint, which damages are expressly denied, all such damages have been caused or were brought about, in whole or in part, by the affirmative wrongdoing, negligence, want of care, omissions, failure to mitigate damages, or other culpable conduct or comparative negligence of the plaintiff, their agents, servants, employees and such persons other than the answering defendants, without the affirmative acts of the answering defendants contributing thereto, and as a consequence thereof, plaintiff's damages, if any, should be reduced by the proportion of the plaintiff's culpable conduct which caused the alleged damages.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

33. The instant lawsuit may not be maintained pursuant to § 5102 of the New York State Insurance Law, as the plaintiff did not sustain serious injuries.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

34. Upon information and belief, the plaintiff's injuries, if any, were increased or caused by plaintiff's failure to use and wear seat belts at the time of the occurrence and, under the applicable laws, plaintiff may not recover for those injuries which they would not otherwise have sustained.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

35. If and in the event answering defendants is found to be liable to the plaintiff, answering defendants' liability is 50% or less and therefore answering defendants' liability is subject to the provisions of the CPLR Article 16.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

36. Plaintiff failed to mitigate, obviate, diminish or otherwise act to lessen or reduce the injuries, damages and disabilities alleged in the Complaint.

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

37. If plaintiff sustained any damages, which is specifically denied herein, the culpable conduct of those responsible for the accident or the occurrence alleged in the Complaint constituted a separate, independent, superseding, intervening culpable act or acts which constitute the sole proximate cause of the accident or occurrence which led to such injuries or damages and, as such, any act on the part of these answering Defendants was not the proximate cause of plaintiff's injuries or damages.



**AS AND FOR AN NINTH AFFIRMATIVE DEFENSE**

38. That the defendants are entitled to a lesser standard of care under the sudden emergency doctrine, in that they were confronted with an emergency which was sudden, unexpected, and perilous, and permitted little or no opportunity to apprehend the situation because of the shortness of time in which to react.

**AS AND FOR AN TENTH AFFIRMATIVE DEFENSE**

39. The occurrence alleged herein was spontaneous and unavoidable and could not have been caused by the defendants.

**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

40. Defendants' vehicle was not involved in this claimed accident.

**AS AND FOR DEFENDANTS' CROSS-CLAIMS AGAINST  
CO-DEFENDANTS LUQUMAN SAFDAR, FAYYAZ AHMAD,  
BIG APPLE CAR, INC., and ABC CORPORATION**

41. Upon information and belief, that if and in the event plaintiff MICHELLE SCUORZO sustained the injuries and damages complained of, such injuries and damages were caused entirely by reason of the wrongful conduct of co-defendants LUQUMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC. and ABC CORPORATION there being no active or primary wrong-doing on the part of the answering defendants contributing thereto.

42. By reason of the foregoing, the answering defendants is entitled to full indemnity from and to judgment over and against co-defendants LUQUMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC. and ABC CORPORATION for all of any verdict or judgment which plaintiff MICHELLE SCUORZO may recover against the answering defendants, TRANSCARE AMBULANCE CORP.

WHEREFORE, defendants TRANSCARE AMBULANCE CORP., demands judgment dismissing the verified complaint herein, together with the costs and disbursements of

the within action, or in the alternative, in the event that plaintiff MICHELLE SCUORZO recovers any verdict and/or judgment against the answering defendants, the answering defendants demand judgment over and against co-defendants LUQUMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC. and ABC CORPORATION in whole or in part, in accordance with the cross-claims asserted herein, together with the costs, disbursements and counsel fees incurred in the defense of this action.

Dated: New York, New York  
July 17, 2012

Yours, etc.  
LEWIS, BRISBOIS, BISGAARD & SMITH, LLP

By: *Daniel Wang*  
DANIEL D. WANG  
*Attorneys for Defendants*  
TRANSCARE AMBULANCE CORP.  
77 Water Street, Suite 2100  
New York, NY 10005  
(212) 232-1300  
File No. 19995.573

TO: ALBERT BUZZETTI & ASSOCIATES, LLC  
*Attorneys for Plaintiff*  
2 Penn Plaza, Suite 1500  
New York, New York 10121  
(212) 564-9009

WADE CLARK MULCAHY  
*Attorneys for Defendant*  
BIG APPLE CAR, INC.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
(212) 267-1900

LAW OFFICES OF NANCY L. ISSERLIS  
*Attorneys for Defendants*  
LUGMAN SAFDAR and FAYYAZ AHMAD  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
(718) 361-1514

**CITYWIDE MOBILE RESPONSE CORP.**  
1624 Stillwell Avenue  
Bronx, New York 10461

ATTORNEY'S VERIFICATION

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

DANIEL D. WANG, being an attorney duly admitted to practice before the Courts of the State of New York and fully aware of the penalties of perjury, hereby affirms as follows:

Affirmant is a member of the law firm of LEWIS BRISBOIS BISGAARD & SMITH LLP, attorneys for defendants, TRANSCARE AMBULANCE CORP., in the within action and is fully familiar with the facts and circumstances involved in this matter from reviewing the file regarding the same maintained in the offices of the said law firm.

Affirmant has read the foregoing Answer, know the contents thereof, and the same are true to affirmant's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters affirmant believes them to be true.

This verification is made by the undersigned because said defendants does not reside or have a place of business within the county where said affirmant's offices are located.

The grounds of affirmant's belief as to all matters not stated to be affirmant's knowledge are investigative and other information contained in the file of the said law firm.

Dated: New York, New York  
July 17, 2012

  
\_\_\_\_\_  
DANIEL D. WANG

Index No. 20812/2012E  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,  
Plaintiff,  
-against-

LUQMAN SAFDAR; FAYYAZ AHMAD, BIG APPLE CAR, INC.;  
CITYWIDE MOBILE RESPONSE COR.; TRANSCARE AMBULANCE CORP.;  
JOHN DOE; JANE DOE; and ABC CORPORATION,

Defendants.

**VERIFIED ANSWER WITH CROSS-CLAIM**

LEWIS BRISBOIS BIGGAARD & SMITH LLP  
Attorney(s) for Defendants

Office Address & Tel. No.: 77 Water Street, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 232-1300

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: 7/17/2012

Signature \_\_\_\_\_  
Print Signer's Name \_\_\_\_\_

Service of a copy of the within  
Dated: 7/17/2012  
Attorney(s) for Defendant

is hereby admitted.

**PLEASE TAKE NOTICE**

Check Applicable Box

- NOTICE OF ENTRY
- NOTICE OF SETTLEMENT

that the within is a (certified) true copy of a  
entered in the office of the clerk of the within named Court on

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 , at AM.

Dated:

Attorney(s) for

To:  
Attorney(s) for

Office Address & Tel. No.:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC. CITYWIDE MOBILE RESPOSE CORP.,  
TRANSCARE AMBULANCE CORP.; JOHN DOE; and  
JANE ROE; and ABC CORPORATION.

Defendant(s).  
-----X

Index No.: 20812/2012E

*Answer to Complaint*

Defendant Big Apple Car, Inc. by its attorneys, Wade Clark Mulcahy, as and for an answer to the plaintiff's complaint, respectfully alleges:

**BACKGROUND**

1. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.
2. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.
3. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.
4. Denies except admits that defendant Big Apple Car, Inc. was and is a corporation doing business under and by virtue of the laws of the State of New York with offices located at 169 Bay 17<sup>th</sup> Street, Borough of Brooklyn, County of Kings, State of New York.
5. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

6. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

7. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

8. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

#### **FIRST COUNT**

9. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "8" inclusive with the same force and effect as if set forth here more particularly at length all in response to the paragraph of the complaint designates "9".

10. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

11. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

12. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

13. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

14. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

15. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

**SECOND COUNT**

16. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "15" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "16".

17. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

18. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

19. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

20. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

21. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

22. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

23. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

24. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.



### THIRD COUNT

25. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "24" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "25".

26. Denies

27. Denies upon information and belief.

28. Denies and leaves all matters of law to the Honorable court.

29. Denies upon information and belief.

30. Denies upon information and belief.

### FOURTH COUNT

31. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "30" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "31".

32. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

33. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

34. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

35. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

36. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

37. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

38. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

39. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

40. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

#### FIFTH COUNT

41. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "40" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "41".

42. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

43. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

44. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

45. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

46. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

47. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

48. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

#### SIXTH COUNT

49. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "48" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "49".

50. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

51. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

52. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

53. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

54. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

55. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

56. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

57. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

58. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

#### SEVENTH COUNT

59. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "58" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "59".

60. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

61. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

62. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

63. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

64. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

65. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

66. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

67. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

68. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

#### EIGHTH COUNT

69. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "68" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "69".

70. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

71. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

72. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

73. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

74. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

75. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

76. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

77. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

78. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

#### NINTH COUNT

79. Defendant Big Apple Car, Inc. repeats and reiterates each and every denial heretofore made in this answer to the paragraphs of the complaint designated "1" through "78" inclusive, with the same force and effect as if set forth here more particularly at length, all in response to the paragraph of the complaint designated "79".

80. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

81. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

82. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

83. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

84. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

85. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

86. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

87. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

88. Denies knowledge and information sufficient to form a belief as to the truth of this allegation.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

89. The complaint fails to state a claim upon which relief may be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

90. Pursuant to CPLR Article 16, the liability of defendant, \*\*\*, to the plaintiff herein for non-economic loss is limited to defendant, \*\*\*, equitable share determined in accordance with the relative culpability of each person causing or contributing to the total liability for non-economic loss.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

91. Plaintiff(s) have recovered the costs of medical care, dental care, custodial care, rehabilitation services, loss of earnings and other economic loss and any such future loss or expense will, with reasonable certainty, be replaced or indemnified in whole or in part from collateral sources. Any award made to plaintiff(s) shall be reduced in accordance with the provisions of CPLR 4545(c)

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

92. Any damages sustained by the plaintiff(s) were caused by the culpable conduct of the plaintiff(s), including comparative negligence, assumption of risks, breach of contract and not by the culpable conduct or negligence of this answering defendant. But if a

verdict of judgment is awarded to the plaintiff(s), then and in that event the damages shall be reduced in the proportion which the culpable conduct attributable to the plaintiff(s) bears to the culpable conduct which caused the damages.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

93. Plaintiff may have failed to mitigate damages.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

94. Plaintiff's alleged loss and damage, if any, resulted wholly and solely from the fault, neglect and want of care of the plaintiff or persons or parties other than defendant, for whose acts said defendant is not liable or responsible and not as a result of any negligence.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

95. This defendant is entitled to a set-off if any tortfeasor has or will settle with plaintiffs pursuant to G.O.L. 15-108.

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

96. Pursuant to CPLR §510, venue is improper in Bronx County.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

97. That by entering into the activity in which the plaintiff(s) was engaged at the time of the occurrence set forth in the complaint, said plaintiff(s) knew the hazards thereof and the inherent risks incident thereto and had full knowledge of the dangers thereof; that whatever injuries and damages were sustained by the plaintiff(s) herein as alleged in the complaint arose from and were caused by reason of such risks voluntarily undertaken by the plaintiff(s) in his activities and such risks were assumed and accepted by him in performing and engaging in said activities.



***AS AND FOR A CROSS CLAIM FOR CONTRIBUTION***

98. That if plaintiff Michelle Scuzorzo was caused to sustain damages by reason of the claims set forth in the complaint, all of which are specifically denied, such damages were sustained by reason of the acts, conduct, misfeasance or nonfeasance, of co-defendants Luqman Safdar; Fayyaz Ahmad, Transcare Ambulance Corp., John Doe and ABC Corporation, their agents, servants and/or employees, and not by this answering defendant, and if any judgment is recovered by plaintiff Michelle Scuzorzo against this answering defendant, such defendant will be damaged thereby, and co-defendants Luqman Safdar; Fayyaz Ahmad, Transcare Ambulance Corp., John Doe and ABC Corporation are or will be responsible therefore in whole or in part.

***AS AND FOR A CROSS CLAIM FOR INDEMNIFICATION***

99. That if plaintiff Michelle Scuzorzo was caused to sustain damages by reason of the claims set forth in the complaint, all of which are specifically denied, and if any judgment is recovered by the plaintiff Michelle Scuzorzo against this answering defendant, that under a contract entered into between the parties or by reason of express or implied warranty, the co-defendants Luqman Safdar; Fayyaz Ahmad, Transcare Ambulance Corp., John Doe and ABC Corporation will be liable over to this answering defendant pursuant to the terms of the indemnity agreement in said contract or warranty, for the full amount of any verdict or judgment awarded to the plaintiff Michelle Scuzorzo against this answering defendant, together with attorneys fees, costs and disbursements.

**AS AND FOR A THIRD CROSS-CLAIM**  
**(Kinney Claim)**

100. Upon information and belief, the defendant Big Apple Car, Inc. entered into a written contract and/or lease with regard to the premises in question. The written contract and/or lease was in full force and effect on the date of plaintiff's incident. Under the terms of the written contract and/or lease, the other defendants agreed to purchase a liability policy for the benefit of and providing coverage for this defendant for claims such as those asserted by plaintiff in this action. Upon information and belief, the other defendants failed to obtain such a liability insurance policy as required by the terms of the written contract and/or lease. This failure by the other defendants is a breach of the written contract and/or lease. By reason of the foregoing, defendant Big Apple Car, Inc. has been damaged and is entitled to indemnification for any verdict or judgment that plaintiff may obtain against it including, but not limited to, attorneys fees, costs or disbursements.

WHEREFORE, defendant Big Apple Car, Inc. demands judgment dismissing the complaint herein together with the costs and disbursements of this action.

Dated: New York, New York  
June 6, 2012

WADE CLARK MULCAHY



Nicole Brown, Esq.  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9th Floor  
New York, New York 10006  
(212) 267-1900  
Our File No.: 190.7013.3

TO: (See attached Affidavit)  
KA7013LegalAnswer-Bronx.doc

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

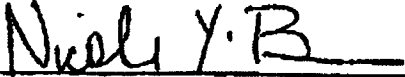
Nicole Brown, being duly sworn, affirms and says:

That she is the attorney for the defendant in the within action; that she has read the within Answer and knows the contents thereof, and that same is true to her own knowledge, except and to the matters herein stated to be alleged upon information and belief, and that as to those matters she believes it to be true.

That the sources of her information and knowledge are investigation and records on file.

That the reason this verification is being made by affirmant and not by defendant is that the defendant is not within the county where affirmant has her office.

Affirmed this 6<sup>th</sup> day  
of June, 2012

  
Nicole Brown

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

Cheryl D. Roman, being duly sworn, deposes and says:

That I am not a party to the within action, am over 18 years of age and reside in Queens, New York.

That on June 6, 2012, deponent served the within *Answer to Complaint* upon the attorneys and parties listed below by United States prepaid mail:

TO:

Albert Buzzetti, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
2 Penn Plaza - Suite 1500  
New York, New York 10121  
(212) 564-9009

Transcare Ambulance Corp.  
1 Metrotech Center  
Brooklyn, NY 11201

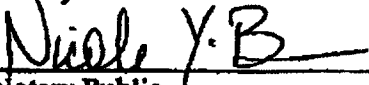
Luqman Safdar  
1720 Amuskar Road  
Parkville, MD 21234

Fayyaz Ahmad  
2115 East 13<sup>th</sup> Street  
Brooklyn, NY 11229

Citywide Mobile Response Corp.  
1624 Stillwell Avenue  
Bronx, NY 10461

  
Cheryl D. Roman

Sworn to before me this  
6<sup>th</sup> day of June 2012

  
Notary Public

K:\7013\Legal\Answer-Bronx.doc

Nicole Y. Brown  
Notary Public, State of New York  
No. 02BR6021331  
Qualified in Queens County  
Commission Expires March 8, 2015

Index No.: 20812

Year 2012

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

**MICHELLE SCUORZO,**

Plaintiff,

-against-

**LUQMAN SAFDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC. CITYWIDE MOBILE RESPOSE CORP.,  
TRANSCARE AMBULANCE CORP.; JOHN DOE; and  
JANE ROE; and ABC CORPORATION.**

Defendant(s).

**ANSWER TO COMPLAINT**

**Wade Clark Mulcahy  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
(212) 267-1900  
Our File No.: 190.7013.3**

To: \*\*\*

Attorney(s) for \*\*\*

Service of a copy of the within \*\*\* is hereby admitted.

Dated: \*\*\*

.....  
Attorney(s) for \*\*\*

**PLEASE TAKE NOTICE**

that the within is a (certified) true copy of a \*\*\*  
entered in the office of the clerk of the within named Court on \*\*\*

**NOTICE OF  
ENTRY**

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 \*\*\*, at \*\*\* .

**NOTICE OF  
SETTLEMENT**

Dated: \*\*\*

**Wade Clark Mulcahy  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006**

B-30635  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITIWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE ROE AND ABC  
CORPORATION,

Defendants.

INDEX NO.: 20812/12E

VERIFIED ANSWER TO  
COMPLAINT WITH  
CROSS-CLAIM,  
DEMAND FOR VERIFIED  
BILL OF PARTICULARS  
AND VARIOUS DEMANDS

-----X  
The defendants LUQMAN SAFDAR AND FAYYAZ AHMAD by their attorneys,  
LAW OFFICES OF NANCY L. ISSERLIS, answering the complaint herein, allege upon  
information and belief as follows:

1. Denies any knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs marked 1, 4, 5, 6, 7, 8, 10, 12, 33, 34, 45, 46, 51, 52, 53, 54, 63, 64, 71, 72, 73, 74, 83 and 84 of the complaint herein.
2. Answering paragraph 9, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "9" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.
3. Denies any knowledge or information sufficient to form a belief as to the allegations contained in the paragraph marked 11 of the complaint herein except admits that Defendant, LUQMAN SAFDAR, was the operator of a motor vehicle bearing known as a 2004 Lincoln Town Car bearing New York license plate number T-504892C.
4. Denies each and every allegation set forth in paragraphs marked 13, 14, 15, 19, 20, 21, 23, 24, 26, 27, 29, 30, 38, 40, 48, second paragraph 48, 56, 58, 66, 68, 76, 78, 86 and 88 of the complaint herein.
5. Answering paragraph 16, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "16" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

6. Denies any knowledge or information sufficient to form a belief as to the allegations contained in the paragraph marked 17 of the complaint herein except admits that the aforesaid vehicle operated by the defendant LUQMAN SAFDAR was owned by the defendant, FAYYAZ AHMAD.

7. Denies any knowledge or information sufficient to form a belief as to the allegations contained in the paragraphs marked 22, 28, 37, 47, 55, 65, 75 and 85 of the complaint herein and leaves all questions of law and fact to the court.

8. Answering paragraph 25, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "25" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

9. Answering paragraph 31, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "31" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

10. Deny the allegations contained in the paragraphs marked 32, 35, 36, 39, 42, 43, 44, second paragraph 47, 50, 57, 60, 61 62, 67, 70, 77, 80, 81, 82 and 87 of the complaint herein insofar as the said paragraph refers to the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD.

11. Answering paragraph 41, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "41" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

12. Answering paragraph 49, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "49" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

13. Answering paragraph 59, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "59" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

14. Answering paragraph 69, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "69" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

15. Answering paragraph 79, the defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD repeat, reiterate and reallege each and every admission and denial heretofore made in answer to paragraphs "1" through "79" inclusive of the complaint herein, with the same force and effect as if herein set forth in detail.

**AS FOR A FIRST SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

If the Plaintiff sustained any injuries and/or damages at the time and place alleged in the complaint, the Plaintiff assumed the risk inherent in the activity in which Plaintiff was then engaged and further such injuries and/or damages were caused by reason of the culpable conduct and/or negligence of the Plaintiff without any negligence on the part of the Defendants contributing thereto.

**AS FOR A SECOND SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

That the said action is barred and precluded by virtue of Article 51, Sections 5101, 5102, 5103 and 5104 of the New York State Insurance Law.

**AS FOR A THIRD SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

Upon information and belief, any past or future costs or expenses incurred or to be incurred by the Plaintiff for medical care, dental care, custodial care or rehabilitative services, loss of earnings or other economic loss, has been or will with reasonable certainty be replaced or indemnified in whole or in part from the collateral source as defined in Section 4545(c) of the New York Civil Practice Law and Rules. If any damages are recoverable against the said answering Defendants, the amount of such damages shall be diminished by the amount of the funds which Plaintiff has or shall receive from such collateral source.

**AS FOR A FOURTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

Plaintiff failed to take all reasonable measures to reduce, mitigate and/or minimize the damages alleged.

**AS FOR A FIFTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

Defendants cannot be held liable as Defendants were faced with a sudden emergency situation, not of their own doing and/or creation, and therefore, not chargeable with negligence and accordingly, the summons and complaint should be dismissed.



**AS AND FOR A SIXTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

In the event that any person or entity liable or claimed to be liable for the injury alleged in this action has been given or may hereafter be given a release or covenant not to sue, answering Defendants will be entitled to protection under New York General Obligations Law 15-108 and the corresponding reduction of any damages that may be determined to be due against said Defendants.

**AS FOR A SEVENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

That Plaintiff is guilty of negligence as a matter of law in that she is in violation of Article 27 of the Vehicle and Traffic Law in crossing at a place other than a crosswalk.

**AS FOR A EIGHTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

The plaintiff is guilty of negligence as a matter of law in that she is in violation of Article 27 of the Vehicle and Traffic Law in suddenly leaving the curb and walking into the path of a vehicle.

**AS FOR A NINTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

The Plaintiff is guilty of negligence as a matter of law in that she was in violation of Article 27 of the Vehicle and Traffic Law in walking along and upon an adjacent roadway.

**AS FOR A TENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE TO THE ENTIRE ACTION, THE DEFENDANTS LUQMAN SAFDAR AND FAYYAZ AHMAD RESPECTFULLY ALLEGE UPON INFORMATION AND BELIEF:**

The Plaintiff assumed the risk inherent in being a pedestrian.

**AS AND FOR A CROSS-COMPLAINT AGAINST THE CO-DEFENDANTS, BIG APPLE CAR, INC., CITIWIDE MOBILE RESPONSE CORP., TRANSCARE AMBULANCE CORP., JOHN DOE, JANE ROE AND ABC CORPORATION THE DEFENDANTS, LUQMAN SAFDAR AND FAYYAZ AHMAD, UPON INFORMATION AND BELIEF, ALLEGE:**

That if the Plaintiff sustained damages as alleged in the complaint through any fault other than her own, then such damages were sustained due to the primary and active and sole fault of the co-defendants, BIG APPLE CAR, INC., CITIWIDE MOBILE RESPONSE CORP., TRANSCARE AMBULANCE CORP., JOHN DOE, JANE ROE AND ABC

CORPORATION, and the fault, if any, of the answering Defendants was secondary and passive only; and if the Plaintiff should obtain and/or recover judgment against the answering Defendant, then the co-defendants, BIG APPLE CAR, INC., CITIWIDE MOBILE RESPONSE CORP., TRASCARE AMBULANCE CORP., JOHN DOE, JANE ROE AND ABC CORPORATION, shall be liable over the answering Defendants for the full amount of said judgment or for any part thereof obtained and/or recovered on the basis of apportionment of responsibility for the alleged occurrence as found by the Court and/or Jury.

Further, by reason, of this action, the said answering Defendants have incurred, and will in the future incur, costs and expenses including counsel fees.

WHEREFORE, the Defendants, LUQMAN SAFDAR AND FAYYAZ AHMAD, demand judgment dismissing plaintiff's complaint or, alternatively, judgment over and against the co-defendants BIG APPLE CAR, INC., CITIWIDE MOBILE RESPONSE CORP., TRASCARE AMBULANCE CORP., JOHN DOE, JANE ROE AND ABC CORPORATION, for the full amount of any judgment obtained and/or recovered against the answering Defendants by the Plaintiff or any part of such judgment obtained and/or apportionment of responsibility between the Defendants, together with the costs, disbursements and expenses of this action, including attorney's fees.

Dated: Long Island City, New York  
June 29, 2012

Yours, etc.

LAW OFFICES OF  
NANCY L. ISSERLIS  
Attorneys for Defendants  
LUQMAN SAFDAR AND  
FAYYAZ AHMAD  
Office and P.O. Address  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
718-361-1514

TO: Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
2 Penn Plaza, Suite 1500  
New York, New York 10121

Wade Clark Mulcahy  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
212-267-1900

**Lewis, Brisbois, Bisgaard & Smith, LLC**  
**Attorneys for Defendant**  
**Transcare Ambulance Corp.**  
**77 Water Street, 21<sup>st</sup> Floor**  
**New York, New York 10005**  
**212-232-1300**

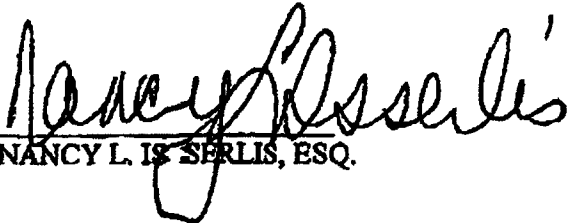
**Citywide Mobile Response Corp.**  
**1624 Stillwell Avenue**  
**Bronx, New York 10461**

**ATTORNEY'S VERIFICATION**

The undersigned, an attorney admitted to practice in the Courts of New York State, hereby affirms as true under all the penalties of perjury that affirmant is associated with the firm of LAW OFFICES OF NANCY L. ISSERLIS, the attorneys of record for the Defendants LUQMAN SAFDAR AND FAYYAZ AHMAD in the within action; that affirmant has read the foregoing ANSWER and knows the contents thereof; that the same is true to affirmant's own knowledge, except as to the matter therein stated to be alleged upon information and belief, and that as to those matters affirmant believes them to be true. Affirmant further states that the reason this verification is made by affirmant and not by Defendants LUQMAN SAFDAR AND FAYYAZ AHMAD, is because Defendants LUQMAN SAFDAR AND FAYYAZ AHMAD reside outside the County of affirmant's office.

The grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are as follows: Investigations and information received by affirmant in the course of representing Defendants LUQMAN SAFDAR AND FAYYAZ AHMAD.

Dated: Long Island City, New York  
June 29, 2012

  
NANCY L. ISSERLIS, ESQ.

SUPRME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Plaintiff,

Index No.: 20812/12

VERIFIED ANSWER

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE, and ABC  
CORPORATION,

Defendants.  
-----X

The defendant, CITYWIDE MOBILE RESPONSE CORP., by its attorneys, RUSSO & TONER, LLP, as and for its Verified Answer to the plaintiff's Complaint, sets forth the following upon information and belief:

BACKGROUND

1. Denies knowledge or information sufficient to form a Belief as to each and every allegation set forth in the paragraphs of the Complaint designated "1," "2," "3," "4," "6," "7" and "8."

FIRST COUNT

2. In response to paragraph "9" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "8," as if more fully set forth at length herein.

3. Denies knowledge or information sufficient to form a Belief as to each and every allegation set forth in the paragraphs of the Complaint designated "10," "11," "12," "13" and "14."

4. Denies each and every allegation set forth in the paragraph of the Complaint designated "15."

#### SECOND COUNT

5. In response to paragraph "16" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "15," as if more fully set forth at length herein.

6. Denies knowledge or information sufficient to form a belief as to each and every allegation set forth in the paragraphs of the Complaint designated "17," "18," "19," "20," "21," "22" and "24."

7. Denies each and every allegation set forth in the paragraph of the Complaint designated "23."

#### THIRD COUNT

8. In response to paragraph "25" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "24," as if more fully set forth at length herein.

9. Denies knowledge or information sufficient to form a belief as to each and every allegation set forth in the paragraphs of the Complaint designated "26," "27" and "28."

10. Denies each and every allegation set forth in the paragraphs of the Complaint designated "29" and "30."

#### FOURTH COUNT

11. In response to paragraph "31" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "30," as if more fully set forth at length herein.

12. Denies each and every allegation set forth in the paragraphs of the Complaint designated "32," "35," "36," "39" and "40."

13. Denies each and every allegation in the form alleged set forth in the paragraphs of the Complaint designated "33" and "34."

14. Denies each and every allegation set forth in the paragraphs of the Complaint designated "37" and "38," and reserves and refers all questions of law, fact and/or conclusions raised therein to the trial court for determination.

#### FIFTH COUNT

15. In response to paragraph "41" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "40," as if more fully set forth at length herein.

16. Denies each and every allegation set forth in the paragraphs of the Complaint designated "42," "43," "44," "47," "second paragraph numbered "47" and "48."

17. Denies each and every allegation in the form alleged set forth in the paragraphs of the Complaint designated "45" and "46."

18. Denies each and every allegation set forth in the paragraph of the Complaint designated "48," and reserves and refers all questions of law, fact and/or conclusions raised therein to the trial court for determination.

#### SIXTH COUNT

19. In response to paragraph "49" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "48," as if more fully set forth at length herein.

20. Denies knowledge or information sufficient to form a belief as to each and every allegation set forth in the paragraphs of the Complaint designated "50," "51," "52," "53," "54," "55" and "57."

21. Denies each and every allegation set forth in the paragraph of the Complaint designated "56," and reserves and refers all questions of law, fact and/or conclusions raised therein to the trial court for determination.

22. Denies each and every allegation set forth in the paragraph of the Complaint designated "58."

#### SEVENTH COUNT

23. In response to paragraph "59" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "58," as if more fully set forth at length herein.

24. Denies knowledge or information sufficient to form a belief as to each and every allegation set forth in the paragraphs of the Complaint designated "60," "61," "62," "63," "64," "65" and "67."

25. Denies each and every allegation set forth in the paragraph of the Complaint designated "66," and reserves and refers all questions of law, fact and/or conclusions raised therein to the trial court for determination.

26. Denies each and every allegation set forth in the paragraph of the Complaint designated "68."



**EIGHTH COUNT**

27. In response to paragraph "69" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "68," as if more fully set forth at length herein.

28. Denies knowledge or information sufficient to form a belief as to each and every allegation set forth in the paragraphs of the Complaint designated "70," "71," "72," "73," "74" and "75."

29. Denies each and every allegation set forth in the paragraph of the Complaint designated "76," and reserves and refers all questions of law, fact and/or conclusions raised therein to the trial court for determination.

30. Denies each and every allegation set forth in the paragraphs of the Complaint designated "77" and "78."

**NINTH COUNT**

31. In response to paragraph "79" of the Complaint, the answering defendants repeat, reiterate and reallege each and every response to the allegations set forth in the paragraphs of the Complaint designated "1" through "78," as if more fully set forth at length herein.

32. Denies knowledge or information sufficient to form a belief as to each and every allegation set forth in the paragraphs of the Complaint designated "80," "81," "82," "83," "84" and "85."

33. Denies each and every allegation set forth in the paragraph of the Complaint designated "86," and reserves and refers all questions of law, fact and/or conclusions raised therein to the trial court for determination.

34. Denies each and every allegation set forth in the paragraphs of the Complaint designated "87" and "88."

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

35. If the injuries and damages were sustained by the plaintiff, at the time and place and in the manner alleged in the Complaint, such damages and injuries are attributable, in whole or in part, to the culpable conduct of the plaintiff, and if any damages are recoverable against this defendant, the amount of such damages shall be diminished in the proportion which the culpable conduct attributable to plaintiff bears to the culpable conduct which caused the damages.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

36. That the answering defendant was unable to avoid the accident due to an unexpected emergency and that the "Emergency Doctrine" is a defense to this action.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

37. This answering defendant will assert the defenses afforded under Section 1104 of the vehicle and traffic law as the vehicle operated by defendant was an emergency vehicle in an emergency operation at the time of plaintiff's accident.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

38. That the plaintiff failed to keep a proper lookout in order to see what was there to be seen and avoid the within accident.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

39. The defendants herein claim the application of Article 16 of the Civil Practice law and Rules and assert limited liability thereunder for any non-economic loss.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

40. Plaintiff failed to take those actions which a reasonably prudent person would have undertaken in order to mitigate its damages.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

41. In the event plaintiffs recover a verdict or judgment against this defendant, then said verdict or judgment must be reduced pursuant to CPLR 4545(c) by those amounts which have been, or will, with reasonable certainty, replace or indemnify plaintiffs, in whole or in part, for any past or future claimed economic loss, from any collateral source such as: insurance, social security, workers compensation or employee benefit programs.

**AS AND FOR A FIRST CROSS-CLAIM AGAINST  
CO-DEFENDANTS, LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC.,  
TRANSCARE AMBULANCE CORP., JOHN DOE, JANE ROE  
and ABC CORPORATION**

42. If the plaintiff sustained injuries and damages alleged, such injuries and damages were caused entirely by reason of the culpable conduct of co-defendants, LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC., TRANSCARE AMBULANCE CORP., JOHN DOE, JANE ROE and ABC CORPORATION, there being no active or primary wrongdoing on the part of this answering defendant contributing thereto.

43. By reason of the foregoing, this answering defendant is entitled to full indemnity and/or contribution from and judgment over and against co-defendants, LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC., TRANSCARE AMBULANCE CORP., JOHN DOE, JANE ROE and ABC CORPORATION, for all of any verdict or judgment which may be recovered against this answering defendant.

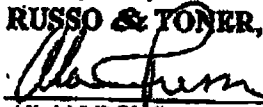
WHEREFORE, defendant, CITYWIDE MOBILE RESPONSE CORP., demands

Judgment:

1. Dismissing the Complaint of the plaintiff against defendant, CITYWIDE MOBILE RESPONSE CORP.;
2. In the event that plaintiff recovers against the answering defendant, that the ultimate rights of all defendants, as among themselves, be determined in this action, and that the answering defendant have judgment over and against the other co-defendants herein for contribution and indemnification pursuant to the Cross-Claim; and
3. For costs and disbursements and attorneys' fees against adverse parties.

Dated: New York, New York  
July 12, 2012

Yours, etc.,  
RUSSO & TONER, LLP

  
 ALAN RUSSO  
 Attorneys for Defendant  
 CITYWIDE MOBILE  
 RESPONSE CORP.  
 33 Whitehall Street, 16<sup>th</sup> Floor  
 New York, New York 10004  
 (212) 482-0001  
 R&T File No.: 218.104

To: Albert Buzzetti, Esq.  
 ALBERT BUZZETTI & ASSOCIATES, L.L.C.  
 Attorneys for Plaintiff  
 2 Penn Plaza, Suite 1500  
 New York, New York 10121  
 (212) 564-9009

BIG APPLE CAR, INC.  
 Defendant  
 169 Bay 17<sup>th</sup> Street  
 Brooklyn, New York 11214

TRANSCARE AMBULANCE CORP.  
 Defendant  
 1 Metrotech Center  
 Brooklyn, New York 11201

07-17-'12 12:25 FROM-Bi Apple Car inc

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**LUQMAN SAEDAR.**  
Defendant  
1720 Anuskar Road  
Parkville, Maryland 21234-3715

**FAYYAZ AHMAD**  
Defendant  
2115 East 13<sup>th</sup> Street  
Brooklyn, New York 11229

**ATTORNEY'S VERIFICATION**

**ALAN RUSSO**, an attorney duly admitted to the practice of law before the Courts of the State of New York, hereby affirms the following under the penalties of perjury:

I am a member of the law firm of **RUSSO & TONER, LLP**, attorneys for the defendant, **CITYWIDE MOBILE RESPONSE CORP.** I have read the foregoing **VERIFIED ANSWER** and know the contents thereof and that same are true to the best of my own knowledge. Affirmant further states that the source of his information and the grounds of his belief, as to all matters therein not stated upon his knowledge, are a review of the file maintained in this matter and communications with the client.

Affirmant further states that the reason why this Verification is made by your affirmant and not by said defendant is that said defendant does not reside within the County of New York, the county wherein your affirmant has his office.

Dated: New York, New York  
July 12, 2012

  
\_\_\_\_\_  
**ALAN RUSSO**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Index No.: 20812/12

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE, and ABC  
CORPORATION,

Defendants.  
-----X  
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VERIFIED ANSWER

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RUSSO & TONER, LLP  
Attorneys for Defendant  
CITYWIDE MOBILE RESPONSE CORP.  
33 Whitehall Street, 16<sup>th</sup> Floor  
New York, New York 10004  
(212) 482-0001

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF THE BRONX

-----X  
MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE  
CAR, INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE,  
JANE DOE and ABC CORPORATION,

Defendants.  
-----X

Index No.: 20812/12


STIPULATION OF  
DISCONTINUANCE  
WITH PREJUDICE  
AS TO DEFENDANT  
CITYWIDE MOBILE  
RESPONSE CORP.  
ONLY

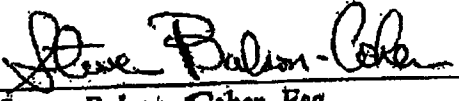
IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, attorneys for the respective parties, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above-entitled action, including all cross-claims be, and the same is, hereby discontinued against defendant, CITYWIDE MOBILE RESPONSE CORP., only, with prejudice, and without costs to any party as against the other.

IT IS FURTHER STIPULATED AND AGREED, that this Stipulation may be executed in multiple counterparts and exchanged by facsimile with the same force and effect as if executed and exchanged in the original.

This stipulation may be filed without further notice with the Clerk of the Court.

Dated: New York, New York  
September 11, 2013

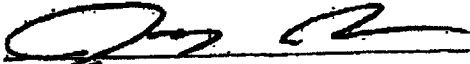
  
By: Albert Buzzetti, Esq.  
ALBERT BUZZETTI & ASSOCIATES, LLC  
Attorneys for Plaintiff  
467 Sylvan Avenue  
Englewood Cliffs, NJ 07632  
212-564-9009

  
By: Steven Balsom-Cohen, Esq.  
RUSSO & TONER, LLP  
Attorneys for Defendant  
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33 Whitehall Street, 16th Floor  
New York, New York 10004  
212-482-0001  
R&T File No.: 218.104





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212-232-1300  
File No.: 19995.573



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WADE CLARK MULCAHY  
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New York, NY 10006  
212-267-1900



By: Marc Grossbard (OC)  
LAW OFFICES OF NANCY L. ISSERLIS  
Attorneys for Defendants  
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36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
718-361-1514

C

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

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MICHELLE SCUORZO,

Index No.: 20812-2012

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP, JOHN DOE, JANE DOE and ABC  
CORPORATION,

POST-DEPOSITION  
NOTICE FOR  
DISCOVERY AND  
INSPECTION AS TO  
TRANSCARE AND  
TESTIMONY OF  
DAVID KONIG

Defendants.

---

C O U N S E L:

**PLEASE TAKE NOTICE**, that Plaintiff, MICHELLE SCUORZO, by her attorneys, ALBERT BUZZETTI & ASSOCIATES, L.L.C., hereby demands that defendant TRANSCARE AMBULANCE CORP., produce the following to the undersigned, within twenty (20) days:

1. Copies of the CEVO training handbook, entitled "CEVO 2" provided to the witness by Transcare after his training with John Violante.
2. Copies of the code reference sheet for injury classification effective for 2010, or for the present time if no such 2010 sheet can be provided.
3. Copies of the Part 18 Medical Incident Log (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA) maintained at Madison Square Garden for March 11, 2010.

4. Copies of all Refusal of Medical Aid forms and/or 10-93s completed by Transcare personnel for calls and/or responses to Madison Square Garden for March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA).
5. Copies of the personnel book, sign-in log and/or "schedule" maintained at Madison Square Garden for March 11, 2010, indicating Transcare personnel on site at Madison Square Garden for that day (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA). (As same is indicated at pp/. 98, 99 and 113 of the transcript).
6. The identity and last known address and last known contact information for all Special Operations Supervisors of Transcare as employed on March 11, 2010, and specifically identifying which of these Supervisors worked at Madison Square Garden in March 2010 generally and March 11, 2010 specifically.
7. Identify whether Julia Villa is still employed with Transcare, and if not, provide her last date of employment and her last known address and contact information.
8. Identify whether Rob Hirsch is still employed with Transcare, and if not, provide her last date of employment and her last known address and contact information.

9. Identify whether Vanessa Barbosa is still employed with Transcare, and if not, provide her last date of employment and her last known address and contact information.
10. Copies of all records for dispatch by the Transcare Dispatch Office on March 11, 2010 for a replacement or reassigned ambulance or transport vehicle for the call to Madison Square Garden that Matos and Tross ceased their response to, due to the Scuorzo flag down.
11. Copies of all records for dispatch on March 11, 2010 for a replacement or reassigned ambulance or transport vehicle from other Special Operations sites for the call to Madison Square Garden that Matos and Tross ceased their response to, due to the Scuorzo flag down.
12. Copy of the record retention policy of Transcare in 2010 ast Refusal of Medical Assistance forms and/or 10-93s, and if not in possession of same an affidavit of Margaret Greene documenting the substance of same and/or lack of such a policy.
13. Copies of all Transcare Ambulance Call Reports that were generated for calls to Madison Square Garden on March 11, 2010 (See transcript pages 128 et. Seq.)(as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA).
14. Copies of Checkout Sheets for Transcare vehicle/ambulance numbers 055, 405, 540 and 815 for March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA).

15. Copies of all information and documents relative to the 1630 hours, 1745 hours and 2230 hours calls and transport on March 11, 2010 to or from Madison Square Garden by Transcare vehicle/ambulance number 815 (See transcript pages 166 et seq.)(as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA).
  
16. Copies of all contracts or agreements between Transcare and Sports Entertainment Physicians, PC in place and/or effect in March 2010 and specifically on March 11, 2010, relative to the provision of services at Madison Square Garden, and all other documents relative to the provision of services by Sports Entertainment Physicians, PC under same agreement or contract at Madison Square Garden on March 11, 2010.

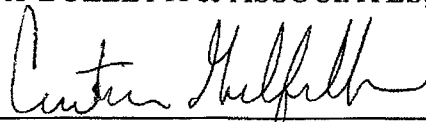
**PLEASE TAKE NOTICE** that this demand shall be deemed to continue during the pendency of this action, if any of the above requested information or documents are subsequently obtained.

**PLEASE TAKE FURTHER NOTICE** that your failure to comply with the foregoing demand will serve as a basis of a motion seeking, in whole or in part, an order precluding the plaintiff from introducing evidence and for otherwise using the above demanded items for any purpose whatsoever upon the trial of this action.

Dated: Englewood Cliffs, New Jersey  
March 27, 2015

Yours, etc.

ALBERT BUZZETTI & ASSOCIATES, L.L.C.

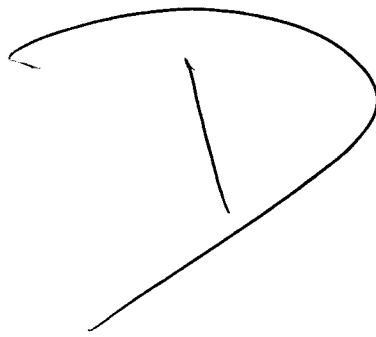
By: 

Curtis Gilfillan, Esq.  
Attorney for Plaintiff  
MICHELLE SCUORZO  
467 Sylvan Avenue  
Englewood Cliffs, NJ 07632

TO: LEWIS BRISBOIS BISGAARD & SMITH, LLP  
Attorneys for Defendant  
TRANSCARE AMBULANCE CORP.  
77 Water Street, Suite 2100  
New York, New York 10005  
File No.: 19995.573

WADE CLARK MULCAHY  
Attorneys for Defendant  
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212-267-1900  
File No.: 190.7013.3

LAW OFFICE OF NANCY L. ISSERLIS  
Attorneys for Defendants  
LUQMAN SAFDAR and FAYYAZ AHMAD  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
718-361-1514  
File No.: 30635





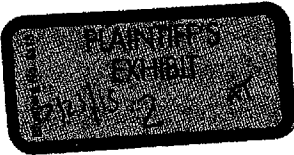
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO, : **Index No.: 20812/2012 E**  
 :  
 :  
 : **DEFENDANT TRANSCARE'S**  
 : **RESPONSE TO PLAINTIFF'S**  
 : **POST DEPOSITON**  
 : **NOTICE FOR DISCOVERY**  
 : **AND INSPECTION AS TO**  
 : **TRANSCARE AND**  
 : **TESTIMONY OF DAVID**  
 : **KONIG DATED 3.27.15**  
 :  
 :  
-----X

Plaintiff,  
  
-against-  
  
LUQMAN SAFDAR; FAYYAZ AHMAD, BIG APPLE  
CAR, INC.; CITYWIDE MOBILE RESPONSE COR.;  
TRANSCARE AMBULANCE CORP.; JOHN DOE;  
JANE DOE; and ABC CORPORATION,  
  
Defendants.

**PLEASE TAKE NOTICE**, that Defendant, TRANSCARE AMBULANCE CORP., by its attorneys LEWIS BRISBOIS BISGAARD & SMITH, LLP, as and for their Response to Plaintiff's Post Deposition Notice for Discovery and Inspection as to Transcare and Testimony of David Konig, dated March 27, 2015 hereby states the following:

- 1. After a search was conducted, David Konig does not possess copies of the CEVO training handbook entitled "CEVO 2".
- 2. None responsive to this demand.
- 3. Attached as **Exhibit "A"** is a duly redacted copy of the NYS Dep. Of Health Emergency Medical Services Part. 18 Public Function Event Report that was completed relevant to Madison Square Garden on March 11, 2010. Defendant reserves the right to seek a Court Order for in camera review and/or ruling on evidence, and/or exception to the HIPPA rules for disclosure of confidential records for use by the parties for motion practice and/or for trial relevant to items annexed which have been redacted.



4. None responsive to this demand. However, duly redacted copies of the NYS Dep. Of Health Emergency Medical Services Part. 18 Public Function Event Report are annexed as **Exhibit "A"**, The ACR's (Ambulance Call Reports) for the two patients (other than the plaintiff) transported by special operation unit from Madison Square Garden to emergency rooms on March 11, 2010 are attached as **Exhibit "B"**. Defendant reserves the right to seek a Court Order for in camera review and/or ruling on evidence, and/or exception to the HIPPA rules for disclosure of confidential records for use by the parties for motion practice and/or for trial relevant to items annexed which have been redacted.

5. A search was conducted, and no copies of a personnel book, or log-in sheet or schedules for MSG on the date of the accident have been located.

6. No copies of the schedule in effect for March 11, 2010 has been located. However, upon information and belief, other than Tross and Matos who were flagged down to transport the plaintiff, Transcare EMT's Maribel Rentas, Norma Restaino, and Tiffany Santos were also working in the special operation unit at MSG on the date of the accident. As to supervisors, the supervisor's initials appearing in the identification portion of the dispatch records (**Exhibit "C"**) is "RH" who upon information and belief is Robert Hirsch, it is unknown if he was physically at the MSG site or was physically located at one of the Transcare offices. Additionally, supervisor "Rob Hirsch" appears on the incident log sheets of the NYS Dep. Of Health Emergency Medical Services Part. 18 Public Function Event Report are annexed as **Exhibit "A"**. Additionally, supervisor Julia Villa's name appears on cover sheet of the NYS Dep. Of Health Emergency Medical Services Part. 18 Public Function Event Report are annexed as **Exhibit "A"**, it is unknown if Ms. Villa was physically present at MSG or at one of the Transcare offices.

7. Julia Villa is still employed by Transcare.

8. Robert Hirsh is no longer employed by Transcare his last known address is 2248 E. 70<sup>th</sup> Street, Brooklyn, New York 11234.

9. Vanessa Barbosa is still employed by Transcare.

10. Copies of dispatch records for all of the ambulances that were part of the Special Operations Unit on March 11, 2010 have previously been exchanged we annex courtesy copies as **Exhibit "C"**. Defendant reserves the right to seek a Court Order for in camera review and/or ruling on evidence, and/or exception to the HIPPA rules for disclosure of confidential records for use by the parties for motion practice and/or for trial relevant to items annexed which have been redacted.

11. See response to item #10 above.

12. A search has been performed and no documents or policy regarding retention of such documents has been located.

13. See Duly redacted copies of the ACR's for the two ambulance transports from MSG on March 11, 2010 annexed as **Exhibit "B"**. . Defendant reserves the right to seek a Court Order for in camera review and/or ruling on evidence, and/or exception to the HIPPA rules for disclosure of confidential records for use by the parties for motion practice and/or for trial relevant to items annexed which have been redacted.

14. Objection, the vehicle inspection records for these units are not applicable nor would they contain information on patients transported. See **Exhibits "A", "B" & "C"**.

15. See redacted treatment/dispatch records contained in the following: NYS Dep. Of Health Emergency Medical Services Part. 18 Public Function Event Report are annexed as **Exhibit "A"**, Ambulance Call reports annexed as **Exhibit "B"** and dispatch records for Special Operations Unit for March 11, 2010 annexed as **Exhibit "C"**.

16. Objection. Said information confidential, proprietary, and is not relevant nor likely to lead to information that is relevant to the within litigation.


PLEASE TAKE FURTHER NOTICE, that this is a continuing response and defendant, TRANSCARE AMBULANCE CORP, reserves its right to supplement and/or amend this response if and when such responsive information becomes available.

Dated: New York, New York  
June 15, 2015

Yours, etc.

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP

By:

  
JOELLE T. JENSEN  
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(212) 232-1300  
File No. 19995.573

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(212) 267-1900

LAW OFFICES OF NANCY L. ISSERLIS  
Attorneys for Defendants  
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36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
(718) 361-1514

**EXHIBIT A**

NEW YORK STATE DEPARTMENT OF HEALTH  
Emergency Medical Services

Part 18  
Public Function Event Report

INSTRUCTIONS:

This report is to be completed by the operator of any event permitted under the authority of New York State Sanitary Code, Part-18, and forwarded to the Emergency Medical Services representatives at a Health Department Regional Office no more than five days following the event. The filing of this report is a condition of the issuance of the permit, and must be completed for any permit issued and/or each and every single event covered by a seasonal permit.

Name of Event	Spelling	
Date(s) of Operation	1 <sup>st</sup> DOUBLE 16,841	2 <sup>nd</sup> 16,549
	Total Event Attendance	Actual Peak Attendance

Medical Incidents

No. of Patients Treated

Minor Injury(s) (cuts, scrapes, etc.)	4
Major Injury(s) (fractures, head injury, etc.)	0
Minor Illness(es) (sick, weak, heat, intoxication, etc.)	11
Major Illness(es) (cardiac, allergic reaction, etc.)	0
Deaths	0
TOTAL PATIENTS TREATED - all causes	15
Identify from the total number of patients treated during the event the number who showed signs or symptoms of any form of intoxication or substance abuse.	0

Ambulance Transports

Total patients transported from the site to local hospitals 2

Unusual Occurrences/Comments (MCI, extreme weather conditions, etc.)

Completed by: Julia Villa  
 Print Name \_\_\_\_\_  
 Title Supv.  
 Signature Julia Villa

7118 763-8888  
 X2340 Telephone Number

03 | 11 | 10  
 Date

3/11/2010

NEW YORK STATE DEPARTMENT OF HEALTH

Emergency Medical Services

BIG EAST

PART 18 PUBLIC FUNCTION MEDICAL INCIDENT LOG

Sponsor/Operator: TransCare Ambulance  
Madison Square Garden Gate 66 Office

Event Name: Georgetown vs. Syracuse

EMT Supervisor: ROB HIRSH

Page of

Incident #	Date	Time	Patient Name/ACR Number	Chief Complaint or Injury/Illness	Treatment	Disposition	Comments
1	3/11/10	11:07	[REDACTED]	Neck pain/earache	2 APAP	T+R	Employee
2	3/11/10	12:42	[REDACTED]	headache	2 APAP	T+R	Guest
3	3-11-10	12:48	[REDACTED]	(R) forearm light burn	lux spray, bandaged	T+R	STAFF
4	3-11-10	13:57	[REDACTED]	Headache	2 ASA	T+R	GUEST
5	3-11-10	14:54	[REDACTED]	Headache.	2 ASA	T+R	GUEST
6	3-11-10	16:48	[REDACTED]	(R) knee cap swelling	Bandaged	T+R	STAFF
7	3/11/10	18:00	[REDACTED]	• headache	(2) Aspirin	T+R	STAFF
8	3/11/10	19:25	[REDACTED]	Nose bleed	Ice Pack	T+R	Guest
9	3/11/10	19:36	[REDACTED]	Head Ache	(2) Aspirin	T+R	staff
10	3/11/10	21:13	[REDACTED]	Back Pain	(2) Tylenol	T+R	staff

3/11/2010

NEW YORK STATE DEPARTMENT OF HEALTH

Emergency Medical Services PART 18 PUBLIC FUNCTION MEDICAL INCIDENT LOG

Sponsor/Operator: TransCare Ambulance Event Name: 316 EAST EMT Supervisor: ROB HIRSCH Page of

2010 Madison Square Garden 5th Floor Office

Table with 8 columns: Incident #, Date, Time, Patient Name/ACR Number, Chief Complaint or Injury/Illness, Treatment, Disposition, Comments. Contains 5 rows of incident data.



**EXHIBIT B**



**AMBULANCE CALL REPORT**

For Ambulance Transportation  
call (718) 251-8888

Service Date (MM/DD/YY) 03/11/10 Call ID # A135007 OR A15 Unit # 1817

Dispatch Information

Priority (1-5) 1030 On Scene (1-5) 1030 PT Contact 1752 Adm Disposition (1-5) 1757 Available (1-5) 1817 Transport Mode 10

Call Location Address 456 ACENA Apt. Room # 10 Apt. Floor # 10

City NEW YORK State NY Zip Code 10001 **CALL**

L/S Used  En Route  To Destination  Team

Crew #1 103134 Crew #2 105216 Crew #3      Crew #4     

Last Name      First Name      Sex  Male  Female

Age      Height      Weight      lbs      oz     

Street Address      Apt. Room #      Day of Birth (MM/DD/YY)     

Phone Number      Part of His Name (Last, First Initial)      Part of His Name #     

Referring Facility / Home (Name & Address) ST VINCENTS Apt./Room No.     

Address 1237 MADR City NEW YORK State NY Zip Code 10001

Social Security      Medicare #      State      Medicaid #     

Transport From  Residence  Scene  GNF  Hospital  Dr/Clinic

Insurance Related Information  Auto Accident  Self Pay  HMO/Commercial  Work Related

Referring Physician Name      First Name      Patient's Relation to Transport  Self  Parent  Spouse

Telephone Number     

Policy ID #      Group #      **TRANS**

Seat Belt Use  Lap  Shoulder  No Seat Belt

License Plate #      State of Res.      Child Restraint  Front Facing  Rear Facing

PT Position:  Driver  Passenger  Bus  Pedestrian

Address Displayed  Steering Wheel  Drivers Door  Passenger Dash  Passenger Door

**REASON FOR AMBULANCE TRANSPORT - Fill All that apply**

Patient going to ER for:

Patient cannot sit or maintain balance in wheelchair for duration of transport

Recent knee surgery/replacement R/L

Generalized weakness caused by:

Paralysis/Paresis affecting R/L side due to:

Recent hip fx/surgery R/L

Lower extremity elevation due to:

Bilateral AKA  One AKA and One BKA

Pain located at: \_\_\_\_\_ Due to: \_\_\_\_\_

Patient is bed-confined due to: \_\_\_\_\_ Contractures:  lower  upper extremities

Paraplegic  Comatose  Quadriplegic

Overall wasting due to: \_\_\_\_\_

Patient requires special monitoring due to:

Pt. unable to self administer O2

Suctioning

Other: \_\_\_\_\_

Patient requires isolation due to:

MRSA  VRE  TB

C-DIFF  Meningitis

Other: \_\_\_\_\_

Psych Patient

Danger to self  Danger to others

Flight risk  Chemically Restrainted

Physically Restrainted

Pt requires special handling/positioning due to:

**Decubitus Ulcers (Bed sores)**

Heel  Buttocks

Sacrum  Back

Lower extremity

Other: \_\_\_\_\_

**ADDITIONAL INFORMATION REQUIRED FOR INTERHOSPITAL TRANSPORT**

Treatment not available at sending hospital

Psych  Cardiac-Specific

Trauma  Rehab

Surgical Procedure

Other: \_\_\_\_\_

**FOR EMERGENCIES ONLY**

**PRESENTING PROBLEMS**

Abdominal Pain  Cardiac Arrest  Environmental Cold  Multiple Trauma  Poisoning  Spinal Injury  Vomiting

Airway Obstruction  Cardiac Related (Potential)  Env. Hazardous Materials  Nasal Flaring  Poss Dislocation  STEMI

Allergic Reaction  Chest Pain  Environmental Heat  Nausea  Poss Fracture  Stridor

Altered Mental Status  Cough  ETOH (Potential)  OB/GYN  Rash  Substance Abuse (Potential)

Amputation  Crush  Fever  Obvious Death  Respiratory Arrest  Syncope

Behavioral Disorder  Dehydration  Gastro-Intestinal Distress  Overdose  Respiratory Distress  TIA/CVA (possible)

Bleeding/Hemorrhage  Diabetic Related (Potential)  General Illness/Malaise  Pain  Seizure  Shock  Unconscious/Unresponsive

Blunt Trauma  Dizziness  Head Injury  Paralysis  Soft Tissue Injury

Impaled Object  Penetrating Trauma

**CERTIFICATION STATEMENT** - ONLY TO BE COMPLETED BY MEDICAL FACILITY REQUIRED BY 42 CFR 418.40 (D) FOR ALL NON EMERGENCY TRANSPORTS

In my professional opinion, this patient requires transport by Ambulance. This patient's medical condition necessitates this level of care and other means of transportation are contraindicated based on the patient's health and safety.

This patient is currently bed-confined due to Medicare/CMS regulations.

The patient is bed-confined secondary to: \_\_\_\_\_

The definition of Bed-Confinement is: The inability to get up from bed without assistance, ambulate, and sit in a chair, including a wheelchair.

Can not be transported safely in a wheelchair van due to:

Unable to hold self in w/c due to: \_\_\_\_\_

Unable to sit duration of transport due to: \_\_\_\_\_

Overall wasting, too weak to sit up due to: \_\_\_\_\_

Paralysis:  hemi  semi  quadriplegic

Fracture of the:  hip  neck  spine  knee  leg  Other \_\_\_\_\_

Contractures of the:  Upper R/L  Lower R/L  Lower R/L Extremity(s)

Severe pain due to: \_\_\_\_\_

Abnormally stiff and rigid due to: \_\_\_\_\_

Decubitus ulcers of the:  Sacrum  Buttocks  Coccyx  Hip

Lower Extremities  Other \_\_\_\_\_

Patient Requires Medical Monitoring:

Airway/Suctioning  Vent dependent

Seizure precautions  IV/tx

Combative/Hostile  EKG

Unable to self administer necessary O2

Altered level of consciousness

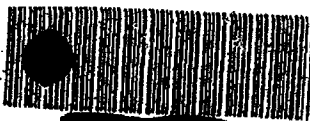
Flight Risk  Needs Restraints

Isolation Precautions

Other: Describe type of monitoring & why: \_\_\_\_\_

I certify the above information is true and correct based on my evaluation of this patient. I understand that the information contained herein shall be used by the Department of Health and Human Services/CMS to support the determination of medical necessity for Ambulance transportation. The execution of this document does not assure that any payment shall be made for services rendered to your patients.

Print Name \_\_\_\_\_ TITLE: MD PA NP RN DISCH PLANNER Signature \_\_\_\_\_ Date \_\_\_\_\_



Patient's Last Name: [Redacted]

**ALS Assessment**

Abuse Child Susp.  Assult Sexual Suspicious  Burn, Electrical  Fall  Pedestrian Struck  Unknown   
 Abuse Elder Susp.  Assult Stabbing  Burn, Thermal  Fire  Smoke Inhalation   
 Arrest, cardiac - witnessed  Assult Unarmed  Drowning  Machinery  Suicide, Attempt   
 Assult Gunshot Wound  Burn, Chemical  Electrocution  MVC  Water Accident

Other

Crew Member: 1 2 3 4  
 1740 140 80 80 18  
 1809 148 98 88 16

First Skin Color Last  
 Normal  Cyanotic  Pale  Flushed  Jaundiced

First Side Temp. Last  
 Normal  Hot  Cool  Cold

Temp: 98.7

First Side Cost. Last  
 Normal  Diaph.  Dry  Rash  Hves

First Mental Status Last  
 ALOC 1  Disoriented  Rallied/Voice  Resp. Pain  No Resp.

Pupils  
 L: Normal  Dilated  Constricted  Larger  Sluggish  No Reaction

R: Normal  Dilated  Constricted  Larger  Sluggish  No Reaction

First Lung Sounds Last  
 Normal  Wheezon  Rales  Rhonchi  Moist  Diminished  Absent

EYES  
 4 Spontaneous  3 To Speech  2 To Pain  1 Not At All

Verbal  Oriented  Confused  Inappr Words  2 Inappr Sounds  1 None

Motor  6 Obeys Commands  5 Localized Pain  4 Withdraws to Pain  3 Abnormal Flexion  2 Abnormal Extension  1 None

Total GCS Eye: 15  
 Total GCS Verbal: 15  
 Total GCS Motor: 15

Patent Condition  
 High Priority  Low Priority   
 DCA  Obvious Death

Advanced Directive  
 DNR Out of Hospital  DNR in Hospital   
 MOLEST

Priority (Always Last)  
 1 2 3 4 N/A Excep. Cal

**PMH**

Ampule  CABG  CRF/BRD  Hypertension  Psychiatric Problems  Other   
 Asthma  Cardiac  CV/ATIA  Inf. Disease  Seizures   
 Cancer of  CHF  Diabetes  Intubation  Substance Abuse   
 COPD  HIV/AIDS  IVDA  Dukes

Allergies:  No Known  Denies  Unknown

Medication:  Complet,  Non-Complet,  Denies,  Unknown

Aspirin, Metoprolol, Tolaxol, Alene

ALS Treatment/Specialty Carb  
 Rate Volume FIO<sub>2</sub> Mode HI Pressure Low Pressure PEEP Press Support

Manufacturer: [Redacted] Serial #: [Redacted]

Vent Settings:  
 MD  RN  NP  PA  RT

Time	Crew Treatment #	Drug #	Brand Name	Dose #	Route #	Use #	Total Use		Comments
							Count	Volume	

Time of Contact: [Redacted] OLMC Physician: [Redacted]

RMA Transport Decision / Outcome: [Redacted]

OLMC Terminate Time: [Redacted] ED Chart Number: [Redacted]

Crew # [Redacted] C.B. Administered By: [Redacted] MD Signature: [Redacted] Waste / Witness Signature / Title: [Redacted]

Crew # [Redacted] C.B. Administered By: [Redacted] MD Signature: [Redacted] Waste / Witness Signature / Title: [Redacted]

39 Y/O MALE PT. WALKED TO 5<sup>th</sup> FLOOR MEDICAL OFFICE C/O  
 PAIN TO THE RIGHT KNEE. PT. STATES "HE'S BEEN IN PAIN FOR  
 THE LAST THREE DAYS BUT TODAY HURTS REALLY BAD." PT. PRE-  
 SENTS ADEQUATE BREATHING. ABD. SOFT WT W/O X4 QUAOS. POS-  
 PULSE, MOTOR, AND SENSORY X 4 EXTREMITIES. POS. TENDERNESS TO  
 RIGHT KNEE. PT. TYP. TO ER IN PM. ARRIVED WOI.

CONDITIONS CAUSING DELAY  
 To Scene  To Patient  To Destination

Crew Safety Equipment  Crew Exposures  Request for Med. Review   
 Continuation Form Attached  Med. Cont. Equipment

Returned to Vehicle by:  Chair  Scoop  Transport Position:  Supine  Shock  Semi-Fowlers  Disposition:  Transport this Unit   
 Stretcher  Longboard  Left/Right Lateral Recumbent  Seated  No Transport

Signature: N. Restarzo

PT RECEIVING AGENT: [Signature]

Reviewer Initials: [Redacted]



**TRANSCARE**

THE DRIVING FORCE IN HEALTH CARE

ACR Number \_\_\_\_\_

Claim Number \_\_\_\_\_

Patient's Name \_\_\_\_\_

Date \_\_\_\_\_

Paramedic Technician \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**EKG RHYTHM**

**STRIP FORM**

Interpretation

Interpretation

**EXHIBIT C**

FORENT	CLAIM	TRPDTE	LNAME	FNAME	SEX	BTHDT	VHID	RTNFL	ORDMST	ORCDE	SRVLVL	ORNAM	OBCNTY	ORGCD
TCNY	9123968	3/10/2010	STANDBY	YANKEE EMT	M	[REDACTED]	540		FST	YYK	A	YANKEE STADIUM	BX	MTP
TCNY	9124668	3/10/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124669	3/10/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124670	3/10/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124671	3/10/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124673	3/10/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124675	3/10/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9135008	3/10/2010	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	815		FST	XMS	A	MADISON SQ GARDEN - BILLABLE	MA	MSG
TCNY	9135010	3/10/2010	SCUORZO	MARYMICHAEL	F	[REDACTED]	815		FST	XMS	A	MADISON SQ GARDEN - BILLABLE	MA	WWF
TCNY	9135013	3/10/2010	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	815		FST	XMS	A	MADISON SQ GARDEN - BILLABLE	MA	MSG
TCNY	9123970	3/11/2010	STANDBY	YANKEE EMT	M	[REDACTED]	540		FST	YYK	A	YANKEE STADIUM	BX	MTP
TCNY	9124679	3/11/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124680	3/11/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124681	3/11/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124684	3/11/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124685	3/11/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124686	3/11/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9133466	3/11/2010	STANDBY	BROOKLYN	M	[REDACTED]	540		FST	S&E	A	SPECIAL OPERATIONS STANDBY	BK	MTP
TCNY	9123880	3/12/2010	STANDBY	NOKIA THTR	M	[REDACTED]	540		FST	NOK	A	BESTBUY THEATER NYC	MA	MTP
TCNY	9123971	3/12/2010	STANDBY	YANKEE EMT	M	[REDACTED]	540		FST	YYK	A	YANKEE STADIUM	BX	MTP
TCNY	9124687	3/12/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124688	3/12/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124690	3/12/2010	STANDBY	BIG EAST	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9124691	3/12/2010	STANDBY	MACY MEET	M	[REDACTED]	540		FST	MSG	A	MADISON SQUARE GARDEN	MA	MTP
TCNY	9129656	3/12/2010	STANDBY	GOLDEN GLO	F	[REDACTED]	540		FST	S&E	A	SPECIAL OPERATIONS STANDBY	BK	MTP

ONAME	OADR	OADR2	OCTY	OCTYN	OSTATE	OZIP	OZONE	OROOM	DSTCD	DNAME
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	YYK	YANKEE STADIUM
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
MADISON SQUARE GARDEN	2 PENN PLAZA		MA	NEW YORK	NY	10001	6	MEDICAL	SNT	ST VINCENTS HOSPITAL
FLY DOWN CAR ACCIDENT	23RD STREET & LEXINGTON		MA	NEW YORK	NY	10031	7	MVA	NYU	NEW YORK UNIVERSITY HOSPITAL
MADISON SQUARE GARDEN	2 PENN PLAZA		MA	NEW YORK	NY	10001	6	MEDICAL	ROV	ROOSEVELT HOSPITAL
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	YYK	YANKEE STADIUM
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	IIB	BROOKLYN STANDBY
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	NOK	NOKIA THEATER NYC
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	YYK	YANKEE STADIUM
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	MSG	MADISON SQUARE GARDEN
TRANSCARE AMBULANCE	25 14TH STREET		BK	BROOKLYN	NY	11215	2	GARAGE	IIB	GOLDEN GLO STANDBY

DADR	DADR2	DCTY	DCTYN	DSTATE	DZIP	DZONE	DROOM	EOAD	VHTYP	TRMM	TRDD	TRCC	TRY	TRPDTE	SCHHR
1 EAST 161ST STREET		BX	BRONX	NY	10451	81	STANDBY	E	AB	3	10	20	10	3/10/2010	9
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	10	20	10	3/10/2010	12
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	10	20	10	3/10/2010	12
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	PM	3	10	20	10	3/10/2010	12
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	10	20	10	3/10/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	10	20	10	3/10/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	PM	3	10	20	10	3/10/2010	19
153 W 11TH ST		MA	NEW YORK	NY	10011	6	ER	E	AB	3	10	20	10	3/10/2010	16
5 FIRST AVENUE		MA	NEW YORK	NY	10016	6	ER	E	AB	3	10	20	10	3/10/2010	17
1000 10TH AVE		MA	NEW YORK	NY	10019	6	ER	E	AB	3	10	20	10	3/10/2010	22
1 EAST 161ST STREET		BX	BRONX	NY	10451	81	STANDBY	E	AB	3	11	20	10	3/11/2010	9
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	11	20	10	3/11/2010	12
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	11	20	10	3/11/2010	12
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	PM	3	11	20	10	3/11/2010	12
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	11	20	10	3/11/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	11	20	10	3/11/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	PM	3	11	20	10	3/11/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	PM	3	11	20	10	3/11/2010	19
6TH AVENUE & PACIFIC		BK	BROOKLYN	NY	11222	21	STANDBY	E	AB	3	11	20	10	3/11/2010	12
1515 BROADWAY 7TH/8TH AVE		MA	NEW YORK	NY	10036	6	STANDBY	E	AB	3	12	20	10	3/12/2010	19
1 EAST 161ST STREET		BX	BRONX	NY	10451	81	STANDBY	E	AB	3	12	20	10	3/12/2010	9
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	12	20	10	3/12/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	12	20	10	3/12/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	PM	3	12	20	10	3/12/2010	19
2 PENN PLAZA		MA	NEW YORK	NY	10001	6	STANDBY	E	AB	3	12	20	10	3/12/2010	15
AVIATOR SPORTS		BK	BROOKLYN	NY	11234	23	STANDBY	E	AB	3	12	20	10	3/12/2010	18



SCHMN	TIME1	TIME2	TIME3	TIME4	TIME5	DISUID	STATS	FORLOC	VHID	VEHTYP	DRVR	DRID	EMT	TCID	LATE	M6398
	607	607	608	608	608	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		1
	608	608	608	608	608	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	608	608	608	608	608	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	608	608	608	608	608	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	608	608	609	609	609	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		1
	609	609	609	609	609	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	609	609	609	609	609	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
30							P		815							
4							P		815							
30							P		815							
	620	620	620	620	620	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	620	620	620	620	620	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	621	621	621	621	621	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	621	621	621	621	621	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	621	621	621	621	621	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	622	622	622	622	622	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	622	622	622	622	622	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	621	621	621	621	621	THERESA_W	P	5	540	AB	THERESA WELCH	105678	MARIE AMBROISE	103558		
	643	643	643	643	643	MICKEY_R	P	5	540	AB	DETTRA DOWNS	102694	MICHELE REILLY	100104		
	642	642	642	642	642	MICKEY_R	P	5	540	AB	DETTRA DOWNS	102694	MICHELE REILLY	100104		
	644	644	644	644	644	MICKEY_R	P	5	540	AB	DETTRA DOWNS	102694	MICHELE REILLY	100104		
	644	644	644	644	644	MICKEY_R	P	5	540	AB	DETTRA DOWNS	102694	MICHELE REILLY	100104		
	644	644	644	644	644	MICKEY_R	P	5	540	AB	DETTRA DOWNS	102694	MICHELE REILLY	100104		
30	643	643	643	643	643	MICKEY_R	P	5	540	AB	DETTRA DOWNS	102694	MICHELE REILLY	100104		
30	643	643	643	643	643	MICKEY_R	P	5	540	AB	DETTRA DOWNS	102694	MICHELE REILLY	100104		

M6388	M8882	M8289	M8998	M8889	M8898	MCT88	LNAME	FNAME	SEX	BTHDT	AGE	ILCDE	ILCDE2	ILCDE3	ILCDE4	INDSTR	OXYRQ
	1			1	1		STANDBY	YANKEE EMT	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
	1			1	1		STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							[REDACTED]	[REDACTED]		[REDACTED]		PIK				N	
							SCUORZO	MARYMICHAEL	F	2/2	25	SPR	FXL			N	
							[REDACTED]	[REDACTED]		[REDACTED]		ABD	NAU			N	
							STANDBY	YANKEE EMT	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	BIG EAST	M	[REDACTED]	109	STA				N	
							STANDBY	MACY MEET	M	[REDACTED]	109	STA				N	
							STANDBY	GOLDEN GLO	F	[REDACTED]	88	STA				N	

IVRQ	DRUG	EKGRQ	VENTRQ	CALDTE	CALTME	CNCODE	CNRSN	SLSREP	MRCDD	TMOP	INSCD1	OIC	CRCHK	CDCHK	INCHK	AAUSR	AAJOB	AAPGM	AADTE	AATME
			N	2/17/2010	13:00:08			RH		5					H	ROB_H	QPADEV003Z	PTITACV2	21710	130008
			N	2/18/2010	21:33:47			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	213347
			N	2/18/2010	21:34:33			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	213433
			N	2/18/2010	21:35:24			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	213524
			N	2/18/2010	21:36:23			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	213623
			N	2/18/2010	21:42:03			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	214203
			N	2/18/2010	21:44:10			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	214410
			N	3/13/2010	8:41:05			RH		3	MP2					ROB_H	QPADEV001R	PTITACV2	31310	84105
			N	3/13/2010	8:45:23			RH		3	BCB					ROB_H	QPADEV001R	PTITACV2	31310	84523
			N	3/13/2010	9:22:26			RH		4						ROB_H	QPADEV001R	PTITACV2	31310	92226
			N	2/17/2010	13:00:49			RH		5					H	ROB_H	QPADEV003Z	PTITACV2	21710	130049
			N	2/18/2010	21:49:41			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	214941
			N	2/18/2010	21:50:11			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	215011
			N	2/18/2010	21:52:31			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	215231
			N	2/18/2010	22:02:08			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	220208
			N	2/18/2010	22:02:36			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	220236
			N	2/18/2010	22:03:18			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	220318
			N	3/10/2010	12:58:08			RH		5						ROB_H	QPADEV005D	PTITACV2	31010	125808
			N	2/17/2010	10:08:35			RH		5						ROB_H	QPADEV003Z	PTITACV2	21710	100835
			N	2/17/2010	13:01:09			RH		5					H	ROB_H	QPADEV003Z	PTITACV2	21710	130109
			N	2/18/2010	22:04:00			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	220400
			N	2/18/2010	22:04:28			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	220428
			N	2/18/2010	22:04:53			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	220453
			N	2/18/2010	22:05:37			RH		5					H	ROB_H	QPADEV000J	PTITACV2	21810	220537
			N	3/2/2010	14:59:13			RH	0	5						ROB_H	QPADEV0011	PTITACV2	30210	145913

CRWACKTM	MILE	KEY	
	1	TCNY9123968	
	1	TCNY9124668	
	1	TCNY9124669	
	1	TCNY9124670	
	1	TCNY9124671	
	1	TCNY9124673	
	1	TCNY9124675	
	1	TCNY9135008	
	1	TCNY9135010	
	3	TCNY9135013	
	1	TCNY9123970	
	1	TCNY9124679	
	1	TCNY9124680	
	1	TCNY9124681	
	1	TCNY9124684	
	1	TCNY9124685	
	1	TCNY9124686	
	1	TCNY9133466	
	1	TCNY9123880	
	1	TCNY9123971	
	1	TCNY9124687	
	1	TCNY9124688	
	1	TCNY9124690	
	1	TCNY9124691	
	1	TCNY9129656	

MICHELLE SCUORZO,

Plaintiff,

against

LUOMAN SAJDAR, FAYYAZ AHMAD, BIG APPLE  
CAR, INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE,  
JANE DOE and ABC CORPORATION

Defendants.

DEFENDANT TRANSCARE'S RESPONSE TO PLAINTIFF'S  
POST DEPOSITION NOTICE FOR DISCOVERY AND INSPECTION  
AS TO TRANSCARE AND TESTIMONY OF DAVID KONIG DATED 3/27/15

LEWIS BRISBOIS BISGAARD & SMITH LLP

Attorneys for Defendant TRANSCARE AMBULANCE CORP.

Office address of counsel: 17 Water Street, Suite 2400  
New York, New York 10005  
(212) 333-4300

Pursuant to NYCRR Part 14, the undersigned attorneys admitted to practice in the courts of New York State, certify that  
upon information and belief and reasonable inquiry, the contents of this document are true and correct.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
Dante Siegel's Name: Dante J. Siegel, Esq.

Service of a copy of this notice is hereby admitted.  
Dated: \_\_\_\_\_

Attorney(s) for Defendant TRANSCARE AMBULANCE CORP.

PLEASE TAKE NOTICE

Check Applicable Box

- NOTICE OF ENTRY that the within is a certified true copy of a document entered in the office of the clerk of the within named Court on \_\_\_\_\_ at \_\_\_\_\_ AM.
- NOTICE OF SETTLEMENT that an Order of which the within is a true copy will be presented for signature to the Honorable \_\_\_\_\_ one of the judges of the within named Court, at \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ AM.



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE  
AMBULANCE CORP., JOHN DOE, JANE  
DOE and ABC CORPORATION,

Defendants.

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Index No.: 20812/12E

**SIXTH NOTICE FOR  
DISCOVERY AND  
INSPECTION**

**PLEASE TAKE NOTICE**, that Plaintiff Michelle Scuorzo, by her attorneys, Albert Buzzetti & Associates, LLC, hereby demands that Defendant TRANSCARE AMBULANCE CORP. is required to produce within twenty (20) days from the date of service hereof, copies of the following:

1. Please provide copies of all contracts/agreements as between Transcare Ambulance Corp. and Sports and Entertainment Physicians, P.C., that were in effect on March 11, 2010 relating to the provisions of ambulance service to MSG.
2. Please provide a copy of Policy TE-B-06 "Vehicle Operator Training" as identified in Transcare New York Policy and Procedure Safety Policy #5-04.

3. Please provide copies of the missing pages of the two (2) ambulance reports annexed as Exhibit B to Defendant Transcare's Response to David Konig's post-EBT Notice for Discovery and Inspection.

**PLEASE TAKE FURTHER NOTICE** that you are required to timely supplement your responses to the foregoing demands with any additional or further information which becomes known to you or your attorneys during the course of this action.

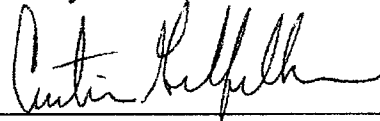
**PLEASE TAKE FURTHER NOTICE** that, in the event you fail to comply with the foregoing demands within twenty (20) days of the receipt of this demand, the appropriate motion will be made to the Court for the requested documents and information, in addition to all other remedies available to this party.

Dated: New York, New York  
July 22, 2015

Yours, etc.

Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff

By:



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F

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

----- X  
MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR,  
INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE, JANE  
DOE, and ABC CORPORATION,

Defendants.  
----- X

:  
: **Index No.: 20812/2012 E**

:  
: **RESPONSE**  
: **TO PLAINTIFF'S**  
: **SIXTH NOTICE**  
: **FOR DISCOVERY**  
: **AND INSPECTION**

**PLEASE TAKE NOTICE**, that Defendant, TRANSCARE AMBULANCE CORP.  
("Transcare"), by its attorneys LEWIS BRISBOIS BISGAARD & SMITH, LLP, in response to  
plaintiff's Sixth Notice for Discovery and Inspection, dated July 22, 2015, hereby states the  
following:

**General Objections**

1. Defendant reiterates its objections and responses as stated in prior responses to  
plaintiff's discovery demands and incorporate same by reference as though fully set forth herein.  
Defendant further objections that plaintiff's demands are overly burdensome, overbroad, vague,  
and not reasonably calculated to lead to any evidence which is material and necessary for the  
prosecution of the claims pursuant to CPLR 3101.

2. The demands also seek material which is privileged, confidential, not relevant to  
the plaintiff's claims, and palpably improper. Plaintiff's extensive demands also largely  
constitute a classic "fishing expedition" with no reasonable expectation that the demanded  
materials would be material and relevant to the prosecution of the claims.

3. Transcare reserves the right to move for a protective order precluding the plaintiff from serving further document demands in this action to the extent that such demands are improper based on any and all of the foregoing general objections, and the specific responses and objections set forth below, and/or have already been responded to by Transcare.

4. Transcare further reserves the right to preclude any of the items produced in discovery as inadmissible at the time of trial, notwithstanding whether any such items are discoverable. See, Lesser v. Manhattan & Bronx Surface Tr. Operating Auth., 157 A.D.2d 352, 356 (1st Dept. 1990); Clarke v. New York City Tr. Auth., 174 A.D.2d 268, 275-276 (1<sup>st</sup> Dept. 1992); Rivera v. New York City Tr. Auth., 77 N.Y.2d 322, 329 (1991); Crosland v. New York City Tr. Auth., 68 N.Y.2d 165, 168-169 (1986); Prince v. New York City Hous. Auth., 302 A.D.2d 285 (1st Dept. 2003).

#### Responses

1. Objection. This demand is palpably improper, unduly burdensome, oppressive and not discoverable since the referenced information seeks confidential contracts between Transcare and a non-party Sports Entertainment Physicians, P.C., the contents of which are confidential and proprietary.

Additionally, the contractual information not relevant to any issue in the pending action and, as such, is not reasonably calculated to lead to the discovery of admissible evidence. Further, the contents of this contract contains proprietary information which is not discoverable since the contract and its terms are confidential and the information contained therein such as contract pricing, and extensions are protected as a "trade secrets" of Transcare and non-parties and the information sought is invasive of the privacy interests of non-parties.

The contents of the material sought is not relevant to the subject accident since Plaintiff's accident did not occur at Madison Square Garden, rather occurred off site many blocks away. Accordingly, the subject litigation has no nexus with the contractual terms and obligations of either Transcare, Sports Entertainment Physicians, P.C. or other nonparties.

Notably, the only reason plaintiff is seeking to obtain this information , is to attempt to argue that Transcare did not meet its contractual terms or obligations with nonparties and that non compliance with its own rules and regulations or the rules and regulations of a non party, Sports Entertainment Physicians, P.C., is evidence of negligence. This use is impermissible since Plaintiff is precluded from claiming Transcare's breach of their contractual obligations with nonparties or breach of their own internal rules or rules of nonparties is evidence of Transcare's negligence since evidence of such a breach of an internal rule or contractual duty of which plaintiff is not a direct party or third-party beneficiary cannot form the basis of a claim of negligence—thus the material sought is not relevant or discoverable. Prince v. New York City Hous. Auth., 302 A.D.2d 285 (1st Dept. 2003)(“[I]iability for negligence cannot be based on the violation of an internal rule imposing a higher standard of care than the law, at least where there is no showing of detrimental reliance by the plaintiff on the rule”). Defendant's reserve their right to make a motion for a protective order.

2. Attached as **Exhibit “A”** is a copy of Transcare's Policy TE-B-06 “Vehicle Operator Training”.

3. On the date of the accident, the Special Operations Unit only transported 3 individuals: 1<sup>st</sup> is Plaintiff and that ACR has been previously disclosed; the 2<sup>nd</sup> was a Male Patient from Madison Square Garden, that ACR was exchanged on June 15, 2015, annexed hereto as **Exhibit “B”** is a copy of the third ACR for treatment of a female patient.

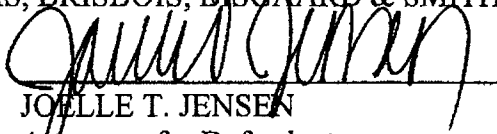
**PLEASE TAKE FURTHER NOTICE**, that this is a continuing response and defendant, TRANSCARE AMBULANCE CORP, reserves its right to supplement and/or amend this response if and when such responsive information becomes available, and reserves the right to file a motion for a protective order in response to all of plaintiff's vexatious, repetitive, unduly burdensome, and duplicative demands which constitute a classic "fishing expedition."

Dated: New York, New York  
August 20, 2015

Yours, etc.

LEWIS, BRISBOIS, HUSGAARD & SMITH, LLP

By:



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File No. 19995.573

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**EXHIBIT A**

# TransCare New York

## Training & Education Policy and Procedure

<b>Field Employee Orientation</b>	<b>Policy #: TE-B-06</b>	<b>Page 1 of 7</b>
<b>Policy Title: Mandatory Emergency Vehicle Operator Training</b>		
<b>Implementation Date: 10/10/2005</b>	<b>Date of Last Review: September 24, 2010</b>	
<b>Approved For Implementation:</b>		
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;"> <b>Doug Key</b>  <b>Senior VP of Operations</b> </div> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;"></div> </div>		

**Purpose:**

Pursuant to current federal, state, and regional guidelines, specifically NYS DOH BEMS Policy 00-13, the TransCare Corporation has established a system to help ensure the safe operation of all company owned vehicles.

A fundamental component of that system is a comprehensive training program. This policy has therefore been established to clearly identify the process by which TransCare will administer its driver training program.

**Scope:**

This policy shall apply to all employees whose job description requires operation of a company owned vehicle.

**Policy:**

All new or rehired employees, whose job description requires operation of a company owned vehicle, are required to attend and successfully complete the TransCare Emergency Vehicle Operator Training Program within three months of hire date. Successful completion of this module, as with all modules of orientation, is a condition of continued employment. Additionally, all current employees are required to complete this training program within 12 months of publication of this policy. Failure to complete the program will result in a restriction of driving privileges.

The Safety Manager shall be primarily responsible for development, implementation and oversight of the Emergency Vehicle Operator Training Program. The course will follow the approved curriculum. The Training and Education Department will provide support and consultation for the project.

## Program design and development:

The TransCare Vehicle Operator Course curriculum was developed utilizing the following resources:

*\*US Department of Transportation, National Highway Traffic Safety Administration (NHTSA) – Emergency Vehicle Operator Course (Ambulance): National Standard Curriculum*

*\* National Safety Council & FLI Learning Systems, Inc - Coaching the Emergency Vehicle Operator (CEVO) II – Ambulance; and CEVO Maneuvering Skills.*

*\* Volunteer Firemen's Insurance Services, Inc. - Emergency Vehicle Driver Training Program*

Prior to implementation, the TransCare Vehicle Operator Course curriculum will be reviewed and approved by the Training and Education Department as well as the TransCare Safety Committee. A review of the curriculum and course materials will be conducted annually.

## Program Components and Regulations

The program will follow the established curriculum. The TransCare New York driver training program will consist of a six to eight hour didactic seminar designed to educate the employee of the rules, regulations, and responsibilities of operating a TransCare owned vehicle. The didactic session will be followed by a written exam. Additionally, there will be a road skills practice and evaluation section included in the program. The road skills practice and evaluation will consist of an obstacle course conducted at a pre-approved site; and a road test conducted on the roadway.

The road skills practice and evaluation will require, at minimum, the candidate to perform each of the following skills to the satisfaction of the FTO or Supervisor:

- Performing a vehicle Safety Check
  - "Normal" vehicle operation
  - Operating a vehicle in reverse
  - Negotiating a left turn
  - Negotiating a right turn
  - Negotiating an "S" turn
  - Parking
  - Backing into a simulated ambulance bay
1. A lot or simulation course, approved by the Safety Manager, will be utilized for the road skills practice and evaluation portion of the course.
  2. Each Employee will receive an individual skills evaluation.
  3. All skills practice and evaluations will be conducted with a TransCare owned vehicle appropriate to the employee's job description.



4. A TransCare New York Field Training Officer or Supervisor (evaluator) must be present, during all road skills practice and evaluations.

### **Program Implementation and Coordination**

1. Vehicle Operator training will be incorporated into the Field Employee Orientation Program.
2. Current employees who must successfully complete this program may be scheduled for that section of the employee orientation.
3. In addition, an ample number of sessions will be conducted throughout the year, in multiple sites, to accommodate current employees and those in need of driver remediation as outlined in the driver remediation policy.
4. The Safety Manager, or in his absence a designee, will serve as instructor for the didactic portion of the program. The didactic portion must follow the approved curriculum.
5. The road skills practice and evaluation will be conducted by specifically approved Field Training Officers or Supervisors with the Safety Manager providing oversight and coordination.
6. The road skills practice and evaluation will follow guidelines established in the current curriculum.
7. The final road skills evaluation will be conducted by the Field Training Officer as a part of the field training segment of orientation. It will include evaluation of driving skills on roadways, expressway, highways and in a variety of traffic conditions.

### **Successful Program Completion Requirements**

1. Each employee must attend the vehicle operator course in its entirety to obtain successful completion
2. Each Employee must receive a passing grade (75%) on the written exam following the didactic portion of the course.
3. Each employee must receive a favorable written evaluation by the FTO or Supervisor conducting the road skills practice and evaluation session
4. Exam grades and evaluation forms will be forwarded to Human Resources for inclusion in the employee's personnel / training file.
5. Each employee who successfully completes the program will receive copy of all course materials for reference and a course completion certificate upon request.

## **Unsuccessful Completion, Remediation and Follow-up**

1. Employees who do not successfully complete course attendance requirements must be rescheduled for another vehicle operator's course
2. Employees who do not successfully complete the written exam (score less than 75%) will be remediated and will have one additional opportunity to take the written exam. Employees who on a second attempt do not successfully complete the written exam will be referred to the appropriate Operations Director for follow-up and possible restriction of vehicle operator privileges or separation from employment.
3. Employees who do not successfully complete the road skills evaluation will be remediated and afforded two additional opportunities to pass the evaluation. A different evaluator will be assigned for the second re-test.
4. Employees who after three attempts do not successfully complete the road skills evaluation will be referred to the appropriate Operations Director for follow-up and possible restriction of vehicle operator privileges or separation from employment.

### **Exclusions, Exceptions and Waivers**

1. Employees whose position description does not require vehicle operations are not bound by this policy or the requirements contained herein.
2. Employees who can provide valid, documented proof of successful completion of a comparable training program may be waived from this requirement. Waivers are at the discretion of the Safety Manager in consultation with the Training Department.

#### **Appendix:**

1. Obstacle course test score card
2. Road test evaluation and & drive safe statement



## Safety Department

106-15 Foster Avenue Brooklyn New York 11236 Phone: 718 763 8888 ext. 646 Fax: 718 228-9356

### OBSTACLE COURSE SKILLS TESTING SCORE CARD

*The obstacle course is designed to evaluate a driver's ability to maneuver the ambulance vehicle through the individual obstacle stations within a reasonable time frame. Each obstacle station is intended to duplicate specific driving situation that drivers should be able to handle without brushing, moving or overturning any of the traffic cones and by stopping within 6 inches of each station's stop cone(s). Penalty points will be assessed for each cone infraction as noted in the chart below. Each driver will be given up to 3 practice runs and up to 3 test runs to pass the test, which means that the driver must move through the course smoothly within a reasonable time e frame and with no penalty points.*

Employee Name:	Employee ID #	Date of test
EVOC Obstacle Course Instructor's Name:		

#### Infraction Point Penalty Chart

Infraction	# of penalty points
Brushing cone	1
Moving cone	2
Knocking cone down	3
Stopping 7-12 inches short of stop cone(s)	1
Stopping more than 12 inches short of stop cone(s)	2
Backing up to line up & enter obstacle course station	1 for each back up move made
Does not wear seat belt	1
Does not adjust seat and mirrors before starting the run	1

#### SCORE CARD

Obstacle #	Practice run 1	Practice run 2	Test run 1	Test run 2	Test run 3
1 (serpentine)					
2 (dock 1)					
3 (dock 2)					
4 (dock 3)					
5 (diminishing lane)					
6 (stop line)					
Total Penalty Points					
Timely run? Yes or No					
Pass or Fail					

**COMMENTS** *(Note any problems or issues the driver has to resolve and action recommended to address the problem or issue in question, i.e. retake obstacle course testing, complete behind the wheel road test, practice driving on own time, etc.*



**Driving Safety Policy Statement**

**Signed original to file and a copy to Driver evaluated**

I \_\_\_\_\_ having passed the TransCare vehicle driving road test, I will abide by all TransCare policies and procedures regarding the safe operation of our emergency and non-emergency vehicles. I will obey the vehicle and traffic laws of the State of New York and the New York State Department of Health Agency policies regarding emergency and non-emergency vehicle operations.

I understand that the TransCare vehicles must be driven, at all times, using good judgment and due regard for the safety of others. I will operate any TransCare vehicle I drive with the headlights on at all times whether it is day or night. I will wear my seat belt at all times and along with my partner if any will ensure that all persons in the vehicle are belted in whenever the vehicle is in motion, with the exception of a patient care partner or any person administering active patient care.

Should the vehicle I operate be involved with any accident or incident, I will notify Operations immediately. By the completion of my shift, I will have completed the appropriate reports and documentation regarding the event and give all statement and reports to the Risk Management department within 24 hours if possible but no later than 48 hours. In the event of any vehicle accident I am involved in I will submit to a drug and alcohol test as required by company policy.

I will report to the Risk Management department, in writing, any driver license activity. Examples of license activity includes but is not limited to, revocations, suspensions, motor vehicle accidents, DWI/DUI or other violations that directly affect my legal ability to drive a TransCare vehicle.

If I become aware of a driving infraction that affects the operation of any TransCare vehicle I will notify and discuss it with Operations management as soon as possible. Red light camera summons deemed unjustified remain the operator's responsibility to pay.

I understand that failure to follow these aforementioned statements can result in driving privilege restriction, suspension, revocation or disciplinary actions up to and including termination.

By my signature below, I acknowledge that I understand the statements above. I have clarified any questions regarding them and will abide by them 100% of the time while operating a TransCare vehicle.

Operator's Name (Print): \_\_\_\_\_

Operator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness' Name (Print) \_\_\_\_\_

Witness' Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**T R A N S C A R E**  
*The driving force in health care*

To: Peter Marino – Safety Manager  
From: Training Officer/Supervisor: \_\_\_\_\_  
Subject: Notification of Driving Status for Mr./Ms. \_\_\_\_\_  
to become an authorized driver for TransCare

Date: / /

Mr. / Ms. \_\_\_\_\_ was evaluated via road test by

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

On Date: \_\_\_\_\_ Results of the test were as follows:

Evaluator's Initial in box if driver is **approved** to drive TransCare Vehicle

This letter serves as verification that Mr. / Ms. \_\_\_\_\_  
has successfully completed all prerequisites to operate a TransCare vehicle without restrictions.  
By their signature of the accompanying Driving Safety Policy Statement, the driver  
acknowledges and agrees to follow the rules, laws, policies and procedures outlined in the policy  
statement.

Evaluator's Initials in box if driver is **not approved** to drive TransCare Vehicle.

Reason(s) for the non-approval is as follows:

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Because of the reasons noted above, the driver was not cleared for driving privileges. Driver was  
advised to work on reasons noted above and to re-attempt to pass the road test as noted below.

Date of re-evaluation will be on this date: \_\_\_\_\_ by \_\_\_\_\_  
Training officer/supervisor

**EXHIBIT B**



**AMBULANCE CALL REPORT**

For Ambulance Transportation  
call (718) 281-8888

Service Date (MM DD YY) 03/11/10 Call # 9135073 OR 0405  
 Dispatch Information  
 Dispatch (1062) 2118 On Scene (1088) 2110 PT Center Left Scene (1082) 2215 All Destinations (1087) 2222 Available (1095) 2248 Transport Mile 1.4  
 Call Location Address 5 FL MEDICAL HSE ARENA Apt. Room #  
 City NEW YORK State NY Zip Code 10001  
 Crew # 370119 Crew #2 329467 Crew #3 Crew #4  
 US Used  En Route  To Destination  Team

First Name Last Name Sex  Male  Female  
 Age Room # Weight 190 LB OZ  
 Next of Kin (Last Name, First Initial) Next of Kin Phone #

Destination Facility (Street Name & Address) ST LOUKES  
 Address City NEW YORK State NY Zip Code

Transportation Information  
 Residence  Source  SNF  Hospital  Dn/Dicd  
 Insurance Related Information  Auto Accident  Self Pay  HMO/Commercial  Work Related

Policy Holder's Last Name First Name  
 Address City State Zip  
 Telephone Number  
 Policy ID #  
 Group #

Seat Belt Use  Lap  Shoulder  No Seat Belt  
 PT Position:  Driver  Passenger  Bus  Pedestrian  
 Airbag Deployed  Steering Wheel  Drivers Door  Passenger Seat  Passenger Door

**REASON FOR AMBULANCE TRANSPORT - FILL ALL that apply**  
 Patient going to ER for Vomiting  
 Patient cannot sit or maintain balance in wheelchair for duration of transport  
 Recent knee surgery/replacement N/A  
 Generalized weakness caused by:  
 Paralysis/Paresis affecting R/L side due to:  
 Recent hip fx/surgery N/A  
 Lower extremity elevation due to:  
 Bilateral AKA  One AKA and One BKA   
 Pain located at:  
 Patient is bed confined due to: Contractures:  lower  upper extremities  
 Paraplegic  Comatose  Quadriplegic  
 Overall wanting due to:  
 Patient requires special monitoring due to:  
 Pt. unable to self administer O2  
 Suctioning  
 Other:  
 Patient requires assistance due to:  
 MRSA  VRE  TB  
 C-DIFF  Meningitis  
 Other:  
 Psych Status:  
 Danger to self  Danger to others   
 Flight risk  Chemically Restrainted   
 Physically Restrainted   
 Pt. requires special handling/positioning due to:  
 Decubitus Ulcers (bed sores)  
 Heel  Buttocks   
 Sacrum  Back   
 Lower extremity   
 Other:  
 ADDITIONAL INFORMATION REQUIRED FOR INTERHOSPITAL TRANSPORT:  
 Treatment not available at sending hospital  
 Psych  Cardiac-Specific   
 Trauma  Rehab   
 Surgical Procedure   
 Other:

**FOR EMERGENCIES ONLY**

**PRESENTING PROBLEMS:**  
 Abdominal Pain  Cardiac Arrest  Chest Pain  Cough  Crush  Dehydration  Diabetic Related (Potential)  Dizziness  Environmental Cold  Env. Hazardous Materials  Environmental Heat  ETOH (Potential)  Fever  Gastro-Intestinal Distress  General Illness/Malaise  Head Injury  Impaled Object  Multiple Trauma  Nasal Flaring  Nausea  OB/GYN  Obvious Death  Overdose  Pain  Paralysis  Penetrating Trauma  Poisoning  Post Dislocation  Post Fracture  Rash  Respiratory Arrest  Respiratory Distress  Seizure  Shock  Soft Tissue Injury  Spinal Injury  STEMI  Stridor  Substance Abuse (Potential)  Syncope  TIA/CVA (possible)  Unconscious/Unresponsive  Vomiting  Other:

**CERTIFICATION STATEMENT - ONLY TO BE COMPLETED BY MEDICAL FACILITY REQUIRED BY 42 CFR 410.40 (b) FOR ALL NON EMERGENCY TRANSPORTS**  
 In my professional opinion, this patient requires transport by Ambulance. This patient's medical condition necessitates this level of care and other means of transportation are contraindicated based on the patient's health and safety.  
 This patient is currently bed-confined due to Medicare/CMS regulations.  
 The patient is bed-confined secondary to:  
 The definition of Bed-Confinement is: The inability to get up from bed without assistance, ambulate, and sit in a chair, including a wheelchair.  
 Can not be transported safely in a wheelchair van due to:  
 Unable to hold self in w/c due to \_\_\_\_\_  
 Unable to sit duration of transport due to \_\_\_\_\_  
 Overall wanting, too weak to sit up due to \_\_\_\_\_  
 Paralysis:  hemi  semi  quadriplegic  
 Fracture of the:  hip  neck  spine  knee  leg  Other \_\_\_\_\_  
 Contractures of the:  Upper RL  Lower RL Extremity(s)  
 Severe pain due to \_\_\_\_\_  
 Abnormally stiff and rigid due to \_\_\_\_\_  
 Decubitus ulcers of the:  Sacrum  Buttocks  Coccyx  Hip  
 Lower Extremities  Other \_\_\_\_\_  
 Patient Requires Medical Monitoring:  
 Airway/Suctioning  Vent dependent  
 Seizure precautions  IVRx  
 Combative/Hostile  EKG  
 Unable to self administer necessary O2  
 Altered level of consciousness  
 Flight Risk  Needs Restraints  
 Isolation Precautions  
 Other: Describe type of monitoring & why: \_\_\_\_\_  
 I certify the above information is true and correct based on my evaluation of this patient. I understand that the information contained herein shall be used by the Department of Health and Human Services/CMS to support the determination of medical necessity for Ambulance transportation. The execution of this document does not assure that any payment shall be made for services rendered to your patients.

Print Name TITLE: MD PA NP RN DISCH PLANNER Signature Date

**NON-SOLICITED MEDICAL INTERVENTION PROTOCOL**

Thank you for your offer of assistance. The Emergency Medical Technicians or Paramedics staffing the ambulance are providing prehospital emergency medical care under the authority of a medical control physician, in accordance with standing medical orders and medical care protocols established by the Region/State. To avoid confusion and to ensure proper patient care, a physician should not intervene in the care of an ambulance patient, unless:

1. the physician is capable of providing more advanced emergency care at the scene; AND
2. the Emergency Medical Technicians or Paramedics staffing the ambulance have accepted such intervention; AND
3. such intervention has been authorized by the On-line Medical Control Physician / Medical Command.

**N S M P**

Under Regional/State Protocol the crew is required to contact On-line Medical Control / Command in order to accept orders from an on-scene physician. If you intervene in the care of an ambulance patient, you are assuming management of the patient - and may be responsible for the care of the patient until such time as patient management is accepted by the hospital to which the patient is transported. You may be required to accompany the patient in the ambulance to the hospital, sign the patient's Ambulance Call Report, and provide your medical license information. If you have further questions, please ask to speak with the On-line Medical Control Physician.

**I HAVE READ AND UNDERSTAND THE ABOVE AND I ACCEPT FULL RESPONSIBILITY FOR THE PRE-HOSPITAL MEDICAL TREATMENT THAT I PROVIDE TO THIS PATIENT, AND I WILL CONTINUE TO PROVIDE PATIENT MANAGEMENT UNTIL RESPONSIBILITY FOR PATIENT CARE IS ASSUMED BY THE HOSPITAL TO WHICH THE PATIENT IS TRANSPORTED.**

Physician's Name \_\_\_\_\_ Physician's Signature \_\_\_\_\_ License # \_\_\_\_\_ Affiliation \_\_\_\_\_

**RELEASE/REFUSAL OF MEDICAL ASSISTANCE**

I have been advised and I understand that I require medical assistance, and will be transported to a hospital of my choice, and that my refusal to accept such medical assistance may imperil my health or result in death, but I nonetheless refuse to accept the medical assistance indicated below.

I agree to assume all risks, consequences and costs of my decision not to accept such care, and I release the provider of ambulance service, and its employees, agents and independent contractors, from any liability arising from my decision.

Medical assistance refused:

- Pre-hospital care (Specify): \_\_\_\_\_
- Transportation to the hospital \_\_\_\_\_

Patient Signature: \_\_\_\_\_

**RECHAZO DE ASISTENCIA MEDICA**

He sido informado y entiendo que necesito asistencia medica, y que seré trasladado a un hospital de mi selección, y que el no aceptar tal asistencia medica me puede causar problemas de salud más serios y hasta la muerte; sin embargo, rechazo la asistencia medica indicada mas abajo.

Acepto y asumo la responsabilidad por cualquier riesgo, consecuencias y gastos por haber tomado dicha decisión; y exoneró al proveedor del servicio de ambulancias, sus empleados, contratistas y/o agentes independientes de cualquier responsabilidad incurrida como consecuencia de mi decisión.

Rechazo de asistencia medica:

- Cuidado pre-hospitalario (especifique): \_\_\_\_\_
- Transportación al hospital \_\_\_\_\_

Firma del Paciente: \_\_\_\_\_

Patient Unable to Sign

Patient Refused to Sign

MOS/Witness Signature \_\_\_\_\_

**OUT OF AREA TRANSPORT / DIVERSION**

I request to be transported to a hospital other than the closest appropriate hospital, or to one that is on diversion status.

I have been advised and I understand that I may experience delays in my care that may imperil my health or result in death.

- Hospital Requested: \_\_\_\_\_

Patient Signature: \_\_\_\_\_

**O A T D**

**TRANSLADO FUERA DEL AREA DE JURISDICCION**

Solicito ser trasladado a un hospital fuera del jurisdicción que esta a una distancia, desde yo me encuentro, a más de 10 minutos del hospital más cercano y apropiado.

He sido informado y comprendo que puedan ocurrir atrasos en el recibimiento de atención medica que pueden perjudicar mi salud mucho más serios y hasta la muerte.

- Hospital que se solicita: \_\_\_\_\_

Firma del Paciente: \_\_\_\_\_

Patient Unable to Sign

Patient Refused to Sign

MOS/Witness Signature \_\_\_\_\_

**PRIVACY NOTICE AND ASSIGNMENT AUTHORIZATION**

I request that payment of authorized insurance benefits be made on my behalf to TransCare Corp., its subsidiaries, agents or assignees, for services provided whether in the past, now or in the future. I authorize any holder of medical information about me to release any information needed to determine these benefits, whether in the past, now or in the future. If these services are not covered in accordance with my insurance benefits, I may be financially responsible for these charges.

I acknowledge that I have been provided with TransCare Ambulance Corp's Notice of Privacy Practices that provides a description of how TransCare may use and disclose my protected health information. I further understand that TransCare reserves the right to change its notice of privacy practices a latest copy will be posted in a prominent location in its place of business and on its web site www.transcare.com.

I certify that the information shown on this document is true, correct and accurate. I understand that payment and satisfaction of this claim will be from under applicable federal and state laws.

I certify that the patient is incapable of signing and none of the persons listed above are available or willing to sign on behalf of the patient.

\* My signature does not constitute financial responsibility for ambulance services.

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Guardian or Authorized Person Signature \_\_\_\_\_

Patient refuses to sign.  Patient unable to sign and no one to sign for the patient. Reason: \_\_\_\_\_

\_\_\_\_\_  
DATE 3/11/19

H G J K

\_\_\_\_\_  
Crew Member Signature \_\_\_\_\_





Patient's Last Name  
**KEELER**

**N000165472**

Abuse Child Susp.     Assault Sexual Suspicious     Burn, Electrical     Fall     Pedestrian Struck     Unknown  
 Abuse Elder Susp.     Assault Slabbing     Burn, Thermal     Fire     Smoke Inhalation     Other  
 Arrest, Cardiac - witnessed     Assault Unarmed     Drowning     Machinery     Suicide, Attempt      
 Assault Gunshot Wound     Burn, Chemical     Electrocution     MVC     Water Accident

1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0

First Skin Color Last	First Skin Temp. Last	First Skin Cond. Last	First Mental Status Last	First Pupils Last	First Leg Sounds Last
Normal <input type="radio"/> Cyanotic <input type="radio"/> Pale <input type="radio"/> Flushed <input type="radio"/> Jaundiced <input type="radio"/>	Normal <input type="radio"/> Hot <input type="radio"/> Cool <input type="radio"/> Cold <input type="radio"/>	Normal <input type="radio"/> Diaphor. <input type="radio"/> Dry <input type="radio"/> Rash <input type="radio"/> Hives <input type="radio"/>	- AOX3 <input type="radio"/> Disoriented <input type="radio"/> Resp. Voice <input type="radio"/> Resp. Pain <input type="radio"/> No Resp. <input type="radio"/>	Normal <input type="radio"/> Dilated <input type="radio"/> Constricted <input type="radio"/> Larger <input type="radio"/> Sluggish <input type="radio"/> No Reaction <input type="radio"/>	Normal <input type="radio"/> Weakness <input type="radio"/> Rales <input type="radio"/> Rhales <input type="radio"/> Wheez <input type="radio"/> Diminished <input type="radio"/> Absent <input type="radio"/>

First Eyes Open Last	First Verbal Last	First Motor Last	Total OCS First	Transm. In Last	PT's Glucose First	First Priority Last
4 Spontaneous <input type="radio"/> 3 To Speech <input type="radio"/> 2 To Pain <input type="radio"/> 1 Not At All <input type="radio"/>	6 Oriented <input type="radio"/> 4 Confused <input type="radio"/> 3 Incoherent <input type="radio"/> 2 Incoherent Sounds <input type="radio"/> 1 None <input type="radio"/>	6 Obeys Commands <input type="radio"/> 4 Localized Pain <input type="radio"/> 4 Withdraws to Pain <input type="radio"/> 3 Abnormal Flexion <input type="radio"/> 2 Abnormal Extension <input type="radio"/> 1 None <input type="radio"/>	15			High Priority <input type="radio"/> Low Priority <input type="radio"/> DCA <input type="radio"/> Obvious Death <input type="radio"/>

Amputee     CABG     CHF/ESRD     Hypertension     Psychiatric Problems     Other  
 Asthma     Cardiac     CVA/TIA     Int. Disease     Seizure  
 Cancer of     CHF     Diabetes     Intubation     Substance Abuse  
 COPD     HIV/AIDS     NDA     Denies

Allergies:  No Known     Dexam     Unknown    Medication:  Compliant     Non-Compliant     Denies     Unknown  
**Penicillin, Abdoxacyllin, Zyrtec, Nuvexon**

ABD/Chest Thrust     Nasal Airway     Nebulizer     NRB     Cont. Bleeding     Backboard     Fixation Splint     Pickup Patient With  
 Modified Jaw Thrust     Suction Oral     Trash Mask     Venturi Mask     Bandage     Shortboard/KED     Traction Splint     Foley Cath.  
 Bag Valve Mask     Airway Cleared     O2     LPM     Irrigation     Cervical Collar     Mask     GI Tube  
 Oral Airway     Nasal Cannula     Cold Pack     Head Immob.

ALS Treatment/Specialty Care     Arterial Line     Suction Pump     Central Line     PCA Pump     Spinal Tac     Isolate     LVAD     IV Pump

Rate    Volume    FIO<sub>2</sub>    Mode    HI Pressure    Low Pressure    PEEP    Press Support

Manufacturer    Serial #    Signature

Time	Crew	Treatment #	Med #	Count/Stock/Size	Measure #	Route #	Use #	Total Use	Product	Comments

Time of Contact    OLMC Physician    MD Signature    RMA Transport Decision    Consult / Orders    Onscene / Triage    OLMC Terminate Time    ED Chart Number

Crew #    C.S. Administered By - Signature    Ref    Amt Used    Amt Wasted    #Visits    Waste / W/ Waste Signature / Title    OLMC Physician    URN   

Crew #    C.S. Administered By - Signature    Ref    Amt Used    Amt Wasted    #Visits    Waste / W/ Waste Signature / Title    OLMC Physician    URN   

**FOUND 23 YR OLD FEMALE IN MEDICAL OFFICE COMPL. OF VOMITING AND STOMACH PAIN. PE REVEALS PT IS AEOX3, PABR'S PT HAS UPPER ABDOMINAL PAIN, PULSE MOTOR SENSORY, LOC, SOB. PT WAS VOMITING ENROUTE TO HOSPITAL. TXP PT IN POC ON STRETCHER WOI.**

CONDITIONS CAUSING DELAY     To Scene     To Patient     To Destination

Crew Safety Equipment    Crew Exposure     Request for Med. Review    Med. Cont. Equipment    Reviewer Initials

Removed to Vehicle by:  Chair     Scoop    Transport Position:  Supine     Shock     Semi-Fowlers    Disposition:  Transport this Unit     Jurisdictional Unit

Stretcher     Longboard     Left/Right Lateral Recumbent     Seated     No Transport     Other

Signature: *J. Smith*    EMT        RN   

**PT RECEIVING AGENT**



**TRANSCARE**

THE DRIVING FORCE IN HEALTH CARE

ACR Number \_\_\_\_\_

Claim Number \_\_\_\_\_

Patient's Name \_\_\_\_\_

Date \_\_\_\_\_

Paramedic Technician \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

EKG RHYTHM

STRIP FORM

Interpretation

Interpretation

MICHELLE SCHORZO,

Plaintiff,

against

LUOMAN SAJDAR, FAYYAZ AHMAD, BIG APPLE  
CAR, INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE,  
JANE DOE and ABC CORPORATION,

Defendants.

RESPONSE TO PLAINTIFF'S SIXTH NOTICE FOR DISCOVERY AND INSPECTION

LEWIS BRISBOIS BISGAARD & SMITH LLP

Attorneys for Defendant TRANSCARE AMBULANCE CORP.

Office Address & Tel. No. 77 Water Street, Suite 2100  
New York, New York 10002  
(212) 332-1200

Pursuant to 22 NYCRR 130.1.3, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that upon information and belief and reasonable inquiry, the contents contained in this affidavit do not violate

Dated

Signature

Print Signer's Name Joelle T. Jensen Esq.

Service of a copy of the within is hereby admitted.

Dated

Attorney(s) for Defendant TRANSCARE AMBULANCE CORP.

PLEASE TAKE NOTICE

NOTICE OF ENTRY

that the within is a (certified) true copy of a entered in the office of the clerk of the within named Court on

NOTICE OF SETTLEMENT

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 at AM

Check Applicable Box

A handwritten mark consisting of a large, open loop on the left side, with a smaller, more complex shape on the right side that resembles a stylized letter 'A' or a similar character.

# ALBERT BUZZETTI & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

ALBERT BUZZETTI \*°  
JOHN F. GOLDEN \*°  
JACQUELINE A. BUZZETTI †  
EDWARD J. BRUTON, JR. \*°  
STEVEN M. DAVIS \*  
CURTIS B. GILFILLAN \*‡

467 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632  
TELEPHONE (201) 816-3733 • FACSIMILE (201) 816-3644

521 FIFTH AVENUE, SUITE 1700, NEW YORK, NY 10175  
TELEPHONE (212) 564-9009

MEMBER OF:  
NJ & NY BARS \*  
NJ BAR \*  
NY BAR †  
PA BAR ‡  
PARTNER °

September 4, 2015

Via Regular Mail

Lewis, Brisbois, Bisgaard & Smith, LLP  
77 Water Street, Suite 2100  
New York, New York 10005  
Attn: Joelle Jensen, Esq.

Via Regular Mail

Wade Clark Mulcahy  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
Attn: Jung Lee, Esq.

Via Regular Mail

Law Offices of Nancy L. Isserlis  
36-01 43<sup>rd</sup> Avenue  
Long Island City, NY 11101  
Attn: Nancy L. Isserlis, Esq.

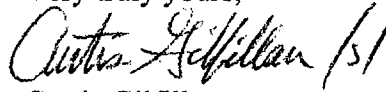
**Re: Scurzo v. Safdar, et al.**  
**Index No: 20812/2012**  
**Our File No.: 10085**

Counselors:

Enclosed herewith please find Notice for Physical Inspection of Roll Call Sing-In Log.

Thank you for your attention to this matter.

Very truly yours,

  
Curtis Gilfillan

CG/yl

Encl.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE  
AMBULANCE CORP., JOHN DOE, JANE  
DOE and ABC CORPORATION,

Defendants.

---

Index No.: 20812/12E

**NOTICE FOR PHYSICAL  
INSPECTION OF ROLL CALL  
SIGN-IN LOG**

**PLEASE TAKE NOTICE**, that Plaintiff Michelle Scuorzo, by her attorneys, Albert Buzzetti & Associates, LLC, hereby demands that Defendant TRANSCARE AMBULANCE CORP. produce and make available to the undersigned, and to the co-defendants, for physical inspection and copying, within twenty (20) days from the date of service hereof, the following:

1. The logbook entries/sheets for March 11, 2010 containing the Transcare roll call and employee sign-in as kept in the desk drawer in the fifth floor medical office to which Transcare has access and as testified to by Julia Villa at her deposition on or about August 17, 2015.

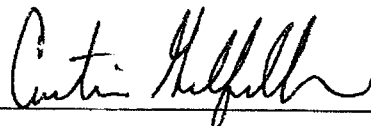
**PLEASE TAKE FURTHER NOTICE** that your failure to comply with the foregoing demand will serve as a basis for a motion seeking, in whole or part, an order compelling the

production of said inspection, an order precluding Defendants from introducing into evidence and from otherwise using the results of the above demanded inspection for any purpose whatsoever upon the trial of this action, and for issue/fact determination.

Dated: Englewood Cliffs, NJ  
September 4, 2015

Yours, etc.

Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff

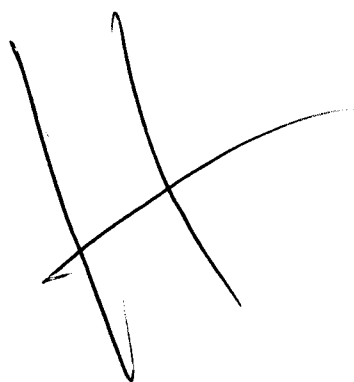
By: \_\_\_\_\_

Curtis B. Gilfillan, Esq.  
467 Sylvan Ave.  
Englewood Cliffs, NJ 07632  
(201) 816-3733

Lewis, Brisbois, Bisgaard & Smith LLP  
Attorneys for Defendant  
Transcare Ambulance Corp.  
77 Water Street, Suite 2100  
New York, New York 10005  
(212) 232-1300

Wade Clark Mulcahy  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
(212) 267-1900

Law Offices of Nancy Isserlis  
Attorneys for Defendants  
Safdar and Ahmad  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11011  
(718) 361-1514

A handwritten mark consisting of three intersecting lines. Two lines form a vertical 'H' shape, and a third line crosses them diagonally from the bottom-left to the top-right.



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

\_\_\_\_\_  
MICHELLE SCUORZO,

Index No.: 20812-2012

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP, JOHN DOE, JANE DOE and ABC  
CORPORATION,

AFFIDAVIT OF SERVICE  
BY MAIL

Defendants.

\_\_\_\_\_

Luisa Filippone, being duly sworn deposes and says that she is not a party to this action herein, is over the age of 18 years, and that she is a Legal Assistant for Albert Buzzetti, Esq., the attorney for the Plaintiff, Michelle Scuorzo, served the within Notice of Motion, Affirmation in Support with Exhibits A through H and Affirmation of Good Faith, by means of depository in a US Mail receptacle on October 2, 2015 on the following Defendants attorneys:

Vincent Terrasi, Esq.  
WADE CLARK MULCAHY  
111 Broadway, 9th Floor  
New York, New York 10006


Joelle T. Jensen, Esq.  
LEWIS, BRISBOIS, BISGAARD & SMITH, LLC  
77 Water Street, Suite 2100  
New York, New York 10005

Nancy L. Isserlis, Esq.  
LAW OFFICES OF NANCY L. ISSERLIS  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101

Sworn to before me this  
2<sup>nd</sup> day of October, 2015

\_\_\_\_\_  
Notary Public

**YOUNG LEE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 4/22/2018**

  
Luisa Filippone

# ALBERT BUZZETTI & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

ALBERT BUZZETTI \*\*  
JOHN F. GOLDEN \*\*  
JACQUELINE A. BUZZETTI †  
EDWARD J. BRUTON, JR. \*\*  
STEVEN M. DAVIS \*  
CURTIS B. GILFILLAN \*†

467 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632  
TELEPHONE (201) 816-3733 • FACSIMILE (201) 816-3644

521 FIFTH AVENUE, SUITE 1700, NEW YORK, NY 10175  
TELEPHONE (212) 564-9009

MEMBER OF:  
NJ & NY BARS \*  
NJ BAR +  
NY BAR †  
PA BAR ‡  
PARTNER °

September 25, 2015

Lewis, Brisbois, Bisgaard & Smith, LLP  
77 Water Street, Suite 2100  
New York, New York 10005  
Attn: Joelle Jensen, Esq.

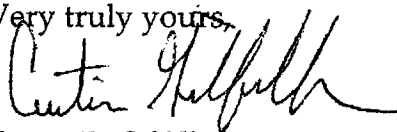
**Re: Scuorzo v. Safdar, et al.**  
**Index No: 20812/2012**  
**Our File No.: 10085**

Dear Ms. Jensen:

Please find this as the undersigned's good faith attempt to resolve the outstanding discovery dispute relative to the personnel logs for the day in question as prepared by Transcare which indicate the ambulance personnel and staffing present at MSG. To date I have received no further supplemental response to my March 27, 2015 post deposition demand now that your employee Julia Villa testified to the specific current location of the logs in question, nor have I received a response from you to my September 4, 2015 Notice for Physical Inspection of same personnel logs. In light of the long-standing demands and requests for these records, I will be forced to seek Court intervention to gain access to these documents/log books if they are not produced within the next 5 business days. Such good faith correspondence is being forwarded to you at this time so that all discovery, and necessary motion practice regarding same may be completed by or before the Note of Issue deadline of November 30, 2015.

Thank you for your time and attention to this matter.

Very truly yours,



Curtis B. Gilfillan

CBG/lf

cc: Law Office of Nancy Isserlis  
Wade Clark Mulcahy

Index No. 20812

Year 20 12

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CARE, INC.,  
CITYWIDE MOBILE RESPONSE CORP., TRANSCARE AMBULANCE CORP.,  
JOHN DOE, JANE DOE and ABC CORP.,

Defendants.

AFFIRMATION IN SUPPORT

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for Plaintiff

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: 10/2/15

Signature 

Print Signer's Name Curtis Gilfillan

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

**PLEASE TAKE NOTICE**

Check Applicable Box

NOTICE OF ENTRY

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

20

NOTICE OF SETTLEMENT

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:

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175

To:



# NYSCEF - Bronx County Supreme Court

## Confirmation Notice



This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

**Michelle Scuorzo - v. - Luqman Safdar et al**

**20812/2012E**

**Documents Received on 10/06/2015 06:15 PM**

<b>Doc #</b>	<b>Document Type</b>	<b>Motion #</b>
224	NOTICE OF MOTION Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
225	AFFIRMATION OF GOOD FAITH Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
226	EXHIBIT(S) A Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
227	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF MOTION Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
228	EXHIBIT(S) A Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
229	EXHIBIT(S) B Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
230	EXHIBIT(S) C Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
231	EXHIBIT(S) D (Redacted per 202.5(e) or 206.5(e))	
232	EXHIBIT(S) E Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
233	EXHIBIT(S) F (Redacted per 202.5(e) or 206.5(e))	
234	EXHIBIT(S) G Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
235	EXHIBIT(S) H Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
236	AFFIRMATION/AFFIDAVIT OF SERVICE Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	
237	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	

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**Hon. Luis M. Diaz, Bronx County Clerk**

Phone: 718-590-8122 (fax) Website: <http://www.bronxcountyclerkinfo.com/law>

10/06/2015 06:15 PM

---

**NYSCEF Resource Center - EFile@nycourts.gov**

Phone: (646) 386-3033 Fax: (212) 401-9146 Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)



# NYSCEF - Bronx County Supreme Court Confirmation Notice



Michelle Scuorzo - v. - Luqman Safdar et al

20812/2012E

## Filing User

Name: **CURTIS BRUCE GILFILLAN**  
Phone #: **(201) 816-3733** E-mail Address: **cgilfillan@tristatelaw.com**  
Fax #: Work Address: **467 Sylvan Avenue**  
**Englewood Cliffs, NJ 07632**

## Authorized Agent

Name: **TRACY WEBSTER**  
Phone #: **212-233-4043** E-mail Address: **NYSCEFreply@americanclerical.com**  
Fax #: Firm/Business Name: **inSync Litigation Support, LLC**  
Work Address: **75 MAIDEN LANE**  
**NY, NY 10038**

## E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on  
10/06/2015 06:15 PM:

**BROWN, NICOLE Y - nbrown@wcmlaw.com**  
**BUZZETTI, ALBERT L - abuzzetti@tristatelaw.com**  
**GILFILLAN, CURTIS BRUCE - cgilfillan@tristatelaw.com**  
**HURZELER, NICHOLAS P - hurzeler@lbbslaw.com**  
**ISSERLIS, NANCY L - nisserlis@herefordinsurance.com**  
**JENSEN, JOELLE TANTALO - jjensen@lbbslaw.com**  
**LEE, JUNG J - jlee@wcmlaw.com**

---

Hon. Luis M. Diaz, Bronx County Clerk

Phone: 718-590-8122 (fax) Website: <http://www.bronxcountyclerkinfo.com/law>

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NYSCEF Resource Center - [EFile@nycourts.gov](mailto:EFile@nycourts.gov)

Phone: (646) 386-3033 Fax: (212) 401-9146 Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)



# NYSCEF - Bronx County Supreme Court Confirmation Notice

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Michelle Scuorzo - v. - Luqman Safdar et al

20812/2012E

RUSSO, ALAN S - arusso@russtoner.com

TERRASI, VINCENT FRANK - vtterrasi@wcmlaw.com

WANG, DANIEL DAVID - dwang@lbbslaw.com

**NOTE: If submitting a working copy of this filing to the court, you must include as a notification page firmly affixed thereto a copy of this Confirmation Notice.**

---

**Hon. Luis M. Diaz, Bronx County Clerk**

Phone: 718-590-8122 (fax) Website: <http://www.bronxcountyclerkinfo.com/law>

---

**NYSCEF Resource Center - EFile@nycourts.gov**

Phone: (646) 386-3033 Fax: (212) 401-9146 Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE  
CAR, INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE,  
JANE DOE and ABC CORP.,

Defendants.  
-----X

**INSYNC**

Index No. 20812/12

**AFFIRMATION  
IN OPPOSITION**

**NICHOLAS HURZELER**, an attorney duly admitted to practice before the Courts of the State of New York, hereby affirms under the penalties of perjury as follows:

1. I am a member of the law firm LEWIS BRISBOIS BISGAARD & SMITH, counsel for the defendant TRANSCARE AMBULANCE CORP. (hereinafter "Transcare") in the above-captioned action, and I am fully familiar with the facts and circumstances of this case based on my review of the file kept by this law firm for the defense of the claims.

2. I submit this affirmation in opposition to the motion by plaintiff for discovery relief under CPLR 3124 and 3126. For all the reasons detailed below the plaintiff's motion should be denied in all respects, together with such other and further relief as this Court deems just and proper.

**Summary of Argument**

3. Plaintiff's motion should be denied because: **(a)** the "personnel logbook" is not under Transcare's possession and control and therefore Transcare cannot exchange it; plaintiff must obtain access to the logbook through non-parties Madison Square Garden and/or Sports &

Entertainment Physicians, a fact of which plaintiff's counsel has been on notice since at least August 2015; and **(b)** plaintiff's demand for the contract between Transcare and Sports & Entertainment Physicians is without merit. The contract is not discoverable because it has no conceivable relevance to plaintiff's claims of negligence for this motor vehicle accident. As a stranger to the contract, plaintiff cannot sue for a purported breach of its terms, and she is not a third-party beneficiary.

4. The identical issue was already ruled upon by this Court with respect to plaintiff's claims regarding a purported breach of contract by co-defendant Big Apple with respect to its agreement with Bank of America, and this Court held that the contract was not relevant to plaintiff's claims because plaintiff "lacks standing" to sue for a breach of that contract because she was not a party thereto (Exhibit "A"). Since that ruling is now the "law of the case," this Court should likewise hold that the agreement between Transcare and SEP is also irrelevant on the same ground, and therefore not discoverable.

5. Thus, plaintiff's demand for a copy of the contract is a classic "fishing expedition" and should be denied by this Court. The contract also contains business secrets and is therefore privileged and confidential, and irrelevant on proximate cause grounds.

6. Finally, Transcare's timely and valid objections to plaintiff's demands should be upheld under the authorities discussed below. Nor has Transcare engaged in any "willful and contumacious" warranting penalties under CPLR 3126. Plaintiff does not claim, and cannot prove, that Transcare violated a single court order in this action. Plaintiff's vague claims of prior dilatory conduct by Transcare are also unavailing, because the prior round of discovery motions had nothing whatsoever to do with the discovery currently sought by plaintiff. Moreover, it was the plaintiff who was ultimately ordered by this Court to pay costs to Co-Defendant Big Apple in



connection with overly-broad discovery demands (Exhibit “A”). Transcare by contrast, has complied with every court order in this action and has timely produced or objected to numerous overly-broad, irrelevant discovery demands made by plaintiff.

7. Accordingly plaintiff’s motion should be denied in all respects, together with such other and further relief as this Court deems just and proper.

**Relevant Procedural Background**

8. As stated in plaintiff’s motion, this is an action for personal injuries. Plaintiff was a pedestrian who was struck by a black Lincoln Town Car operated by Co-Defendant Ahmad on March 11, 2010.

9. Party depositions have confirmed that Transcare’s ambulance never made contact with the plaintiff. Rather, plaintiff’s claim against Transcare is that its ambulance was entering the intersection with its lights on and sirens flashing, and this caused Ahmad to swerve, lose control and strike the plaintiff.

10. It is Transcare’s position that it is not liable for the plaintiff’s claimed damages because, inter alia, as an emergency response vehicle it is entitled to the protection of VTL §§ 1103 and 1104. By statute, as an ambulance company operating under emergency conditions, Transcare can only be held liable under a “reckless” standard rather than a “negligence” standard of care. Transcare was dispatched to pick up an injured person at Madison Square Garden (hereinafter “MSG”) and was on its way to that assignment at the time of the accident, which qualifies as an emergency under VTL 114-b. Naturally, plaintiff’s counsel is seeking to challenge the applicability of the “reckless” standard of VTL §§ 1103 and 1104.

11. As noted in plaintiff's motion papers, Transcare's witness David Konig appeared for a deposition on March 17, 2015. Thereafter, plaintiff served a post-EBT demand for a copy of the contract between Transcare and Sports & Entertainment Physicians (hereinafter "SEP").

12. SEP is a non-party that provides medical services for athletes at MSG. Transcare contracted with SEP to provide ambulance services, and was providing said services at the time of the accident (in particular, for the Big East basketball tournament, as noted in plaintiff's papers).

13. Transcare has produced multiple witnesses for depositions, and has not violated any court orders for discovery (or otherwise) in this action (nor does plaintiff claim otherwise).

14. Transcare produced Julia Villa for a deposition on August 17, 2015, who testified in relevant part that Transcare is not in possession of the log book sought by plaintiff. The log book is in the sole possession and control of SEP and/or MSG (Exhibit "B" hereto). Accordingly plaintiff should have subpoenaed those entities rather than file the instant motion.

15. Also attached hereto is an affidavit of Joelle Jensen (Exhibit "C"), an attorney of this firm who explains that she made a good-faith effort to obtain the log book from MSG, but MSG's counsel explained that it would not comply with the request and would not allow the attorneys in this action to inspect the log book. Jensen explained MSG's opposition to the request in an email to plaintiff's counsel dated October 6, 2015 (within Exhibit "C").

16. MSG's position is understandable given that the log book almost certainly contains confidential health information about patients who are picked up by Transcare and/or treated by SEP, which MSG cannot exchange under HIPAA. Regardless, it is plaintiff's burden to obtain the log book from the entities that are in possession and control of it.

## Point 1

### **The Contract Is Not Discoverable Because It Is Irrelevant to Plaintiff's Claims; Plaintiff Is a Stranger to the Contract and Cannot Base Her Negligence Claims Upon a Purported Violation of the Terms of the Agreement Between Transcare and MSG**

17. Although discoverability is generally a liberal standard under CPLR 3101, materials are not discoverable where, as here, there is no showing that their disclosure is reasonably calculated to lead to information relevant to the claims. See, Haron v. Azoulay, 2015 N.Y. Slip Op 7456 (1st Dept. 2015)(documents which are wholly irrelevant to the claims and are sought based on a speculative “fishing expedition” are not discoverable); Abrams v. Pecile, 83 A.D.3d 527, 527 (1st Dept. 2011)(“no showing has been made that “the method of discovery sought will result in the disclosure of relevant evidence or is reasonably calculated to lead to the discovery of information bearing on the claims”).

18. In speculative fashion, plaintiff's counsel assumes and hopes that “the contract, upon information and belief set forth the number of ambulances required to be at Madison Square Garden for public events at any given time and as to ambulance response and replacement protocols (e.g. two ambulances required to be present at all times at public sporting events as per the New York State regulations and customary industry practice)” (plaintiff's motion, at paragraph “7”).

19. Thus, counsel offers no evidence that the contract would support plaintiff's claims. Counsel merely hopes that such discovery might support his theory of negligence, “upon information and belief.”

20. Plaintiff has not and cannot offer any evidence to suggest that the contract actually has any relevance to the claims. Even assuming arguendo that the contract (and logbook which, as further discussed below, is not under Transcare's possession or control) does contain

such information as stated by counsel, it is not discoverable because it is not relevant to this motor vehicle accident. This is a classic “fishing expedition” by plaintiff.

21. Even assuming *arguendo* that Transcare was supposed to have, for example, two ambulances at Madison Square Garden pursuant to the contract, but only supplied one, and the Transcare ambulance that “startled” Fayyaz Ahmad was en route to MSG because another ambulance was not present, the contract has no relevance to plaintiff’s claims against Transcare.

22. It is well settled that a plaintiff cannot sue based upon contract terms to which she was not a party or intended third-party beneficiary. Here, as a stranger to the contract terms, plaintiff cannot sue based upon a breach of its conditions. Nor could plaintiff plausibly be described as a “third-party beneficiary” of the contract under such circumstances.

23. “[A] contractual obligation, standing alone, will generally not give rise to tort liability in favor of a third party.” Espinal v. Melville Contrs., 98 N.Y.2d 136 (2002). In the absence of contractual privity, there can be no claim for breach of contract. Four Winds of Saratoga v. Blue Cross & Blue Shield of Cent. NY, 241 A.D.2d 906, 907 (3d Dept. 1997); see Mark Patterson, Inc. v. R.M. Stephens & Co., 232 A.D.2d 178, 179 (1st Dept. 1996)(breach of contract claim “should have been dismissed, since defendant broker is not a party to the allegedly induced contract”).

24. The only conceivable exceptions are not relevant here. Plaintiff cannot plausibly claim that Transcare, in allegedly omitting to provide enough ambulances at MSG, thereby fulfilled one of the exceptions identified by the Court of Appeals in Espinal, *supra*: (a) where the contracting party, in failing to exercise reasonable care in the performance of his duties, “launche[s] a force or instrument of harm”; (b) where the plaintiff detrimentally relies on the

continued performance of the contracting party's duties; or (c) where the contracting party has entirely displaced the other party's duty to maintain a premises safely.

25. A passive omission is not enough under Espinal in order to “launch an instrument of harm,” there must be some affirmative act of creating or exacerbating a dangerous condition. See, Stiver v. Good & Fair Carting & Moving, Inc., 9 N.Y.3d 253, 257 (2007); Foster v. Herbert Slepoy Corp., 76 A.D.3d 210, 215 (2d Dept. 2010). Thus, passively omitting to provide enough ambulances at MSG, as per the speculation of plaintiff’s counsel, is not “launching an instrument of harm” as a matter of law.

26. The identical issue was already ruled upon by this Court with respect to plaintiff’s claims regarding a purported breach of contract by co-defendant Big Apple with respect to its agreement with Bank of America (Exhibit “A”).

27. This Court held that the contract was not relevant to plaintiff’s claims because plaintiff lacks standing to sue for a breach of that contract. Since that ruling is now the “law of the case,” this Court should likewise hold that the agreement between Transcare and SEP is also irrelevant on the same ground, and therefore not discoverable.

28. See, Matter of Dondi v. Jones, 40 N.Y.2d 8 (1976)(explaining that under the law of the case doctrine, once an issue has been litigated it cannot be re-litigated). Just like Big Apple’s contract with Bank of America, plaintiff cannot sue based on a purported breach of the Transcare/SEP agreement to which she was not a party.

29. Additionally, on proximate cause grounds, the plaintiff’s theory that perhaps Transcare did not staff enough ambulances at MSG somehow rendered it foreseeable that it would need to summon an ambulance from Brooklyn, that would then startle a livery cab that would lose control and strike a pedestrian, is without merit. Palsgraf v. LIRR, 162 N.E. 99

(1928)(holding that the defendant's claimed negligence is not a proximate cause of the plaintiff's damages unless the specific damages were a reasonably foreseeable result of the defendant's conduct). Accordingly the contract is irrelevant and not discoverable.

30. Stated differently, the plaintiff's position that emergency vehicles cannot operate within New York City using lights and sirens is without merit. Under plaintiff's reasoning Transcare would not be able to use lights and sirens at all, and every instance in which such emergency measures were needed, would equate to a foreseeable motor vehicle accident. An accident is not foreseeable merely because lights and sirens proved necessary. Under such logic, police and emergency vehicles would never be permitted to operate.

31. In sum, since the terms of the contract have no relevance to the motor vehicle accident, the contract has no relevance to the plaintiff's claims under the foregoing authorities, and plaintiff's motion should be denied.

## **Point 2**

### **Additionally, the Contract Is Privileged and Confidential Because it Contains Business Secrets Concerning Transcare's Business Arrangements With SEP**

32. The contract is also privileged and confidential because it contains the terms of Transcare's confidential agreement with Sports & Entertainment Physicians. Curtis v. Complete Foam Insulation Corp., 116 A.D.2d 907, 909 (3d Dept. 1986); see also, Rooney v. Hunter, 26 A.D.2d 891; Interstate Cigar Co. v I.B.I. Sec. Serv., 105 Misc.2d 179, 183.

33. Here, the demanded contract contains pricing and other sensitive and confidential information concerning Transcare's business arrangements with MSG and SEP. Accordingly it is not discoverable and in any event, has no relevance to this action under CPLR 3101.

**Point 3**

**Plaintiff's Motion to Compel Production of the Log Book  
Should Be Denied Because Transcare Does Not Possess or Control the Log Book;  
Plaintiff's Counsel Has Been Aware of that Fact Since at Least August 2015  
And Should Have Subpoenaed MSG or SEP to Obtain it, Rather Than File This Motion**

34. Only MSG and/or SEP are in possession and control of the Log Book sought by plaintiff. Accordingly Transcare cannot produce it, and plaintiff is not entitled to penalties under CPLR 3126. See, Christian v. City of New York, 269 A.D.2d 135 (1st Dept. 2000).

35. Plaintiff is already aware of this fact, based on the deposition testimony of Transcare's witness, Julia Villa. The relevant portions of her deposition are annexed hereto as Exhibit "A."

36. Villa explains that the log book is in the possession of SEP and MSG. The log book is kept in a doctor's desk at the facility. The doctor is not a Transcare employee, and Transcare cannot access his desk or compel him to produce it (see Exhibit "B").

37. Defense counsel for Transcare, Joelle Jensen, submits an affidavit (Exhibit "C" hereto). Jensen explains that on or about October 6, 2015, she spoke to an attorney for MSG by the name of Tarshis, over the phone, who advised that the log book is not the property of MSG and that Transcare cannot obtain access to it. She advised plaintiff's counsel of MSG's opposition to the request in an email (within Exhibit "C").

38. MSG is in control of security arrangements at the facility and does not permit anyone to enter the facility and take documents from a doctor's desk. Tarshis explained that MSG is not willing to allow 3-4 attorneys into the facility for the purpose of inspecting and/or photographing the log book.

39. Thus, the burden is on plaintiff's counsel to subpoena MSG and/or SEP for the purpose of inspecting the log book. Transcare has no access to the log book, and plaintiff should

not have filed the instant motion to compel Transcare to produce materials that plaintiff's counsel is well aware Transcare does not have, and cannot produce in the course of discovery.

40. Additionally, plaintiff's motion is also without merit because the log book clearly contains health information for anyone treated by SEP. As such, the log book is protected by HIPAA and is privileged and confidential. Plaintiff's cavalier disregard of such issues underscores the lack of merit to the instant application.

#### **Point 4**

#### **Transcare Has Not Engaged in "Willful and Contumacious" Conduct**

41. Plaintiff's claim that Transcare has engaged in "willful and contumacious" conduct is wholly without merit, and contrary to the evidence and procedural background of this case. Plaintiff has not and cannot point to a single court order disobeyed by Transcare.

42. Transcare has always timely responded to plaintiff's demands with either the materials or valid objections. Plaintiff in this action has issued extensive, far-reaching demands for documents, depositions and Notices to Admit which have been overly-broad and not reasonably calculated to lead to materials "material and necessary" for the prosecution of the action under CPLR 3101.

43. Transcare was obliged to cross-move for a protective order in one instance, that was resolved by so-ordered stipulation. Plaintiff was previously ordered to pay costs to Co-Defendant Big Apple in connection with motion practice over discovery demands that this Court determined were overly broad (Exhibit "A"). Moreover, for all the reasons detailed above, Transcare's contract with SEP is not discoverable and Transcare's objections to its production are valid, and Transcare does not have possession of the log book. Accordingly plaintiff's claim



that Transcare has engaged in “willful and contumacious” conduct is wholly meritless and plaintiff’s motion should be denied.

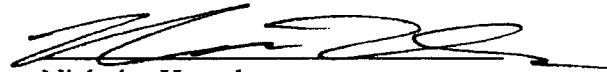
**WHEREFORE**, defendants respectfully requests that the plaintiff’s motion be denied in all respects, together with such other and further relief as this Court deems just and proper.

Dated: New York, New York  
November 23, 2015

Yours, etc.

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP

By:



Nicholas Hurzeler  
Attorneys for Defendant  
TRANSCARE AMBULANCE CORP.  
77 Water Street, Suite 2100  
New York, New York 10005  
(212) 232-1300  
File No. 19995.573

TO: ALBERT BUZZETTI & ASSOCIATES, LLC  
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WADE CLARK MULCAHY  
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LAW OFFICES OF NANCY L. ISSERLIS  
Attorneys for Defendants  
LUGMAN SAFDAR and FAYYAZ AHMAD  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
(718) 361-1514

**AFFIDAVIT OF SERVICE**

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

FELICE DOUGLAS, being duly sworn, deposes and says: that deponent is not a party to this action is over 18 years of age and resides in Kings County, NY;

that on the 23rd day of November, 2015, deponent served the within document(s) entitled **AFFIRMATION IN OPPOSITION**


Upon:

**ALBERT BUZZETTI & ASSOCIATES, LLC**  
Attorneys for Plaintiff  
**MICHELLE SCUORZO**  
475 Sylvan Avenue  
Englewood Cliffs, New Jersey 07632  
(201) 816-3733

**WADE CLARK MULCAHY**  
Attorneys for Defendant  
**BIG APPLE CAR, INC.**  
111 Broadway, 9th Floor  
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**LAW OFFICES OF NANCY L. ISSERLIS**  
Attorneys for Defendants  
**LUGMAN SAFDAR and FAYYAZ AHMAD**  
36-01 43rd Avenue  
Long Island City, New York 11101  
(718) 361-1514

at the address(es) designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Post Office within the State of New York.

  
\_\_\_\_\_  
FELICE DOUGLAS

Sworn to before me this  
23rd day of November, 2015

  
\_\_\_\_\_  
Notary Public

GILLIAN JAYE HALPERN  
Notary Public, State of New York  
No. 02HA6243242  
Qualified in Queens County  
Commission Expires June 20, 2019

A

PART 10

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX:

- Case Disposed
- Settle Order
- Schedule Appearance

SCUORZO, MICHELLE

Index No. 0020812/2012E

-against-

Hon. LIZBETH GONZALEZ

SAFDAR, LUQMAN

Justice.

The following papers numbered 1 to \_\_\_\_\_ Read on this motion, **AMEND PLEADINGS**  
Noticed on **March 11 2014** and duly submitted as No. \_\_\_\_\_ on the Motion Calendar of \_\_\_\_\_

	PAPERS NUMBERED	
Notice of Motion / Order to Show Cause - Exhibits and Affidavits Annexed		
Answering Affidavit and Exhibits		
Replying Affidavit and Exhibits		
_____ Affidavits and Exhibits		
Pleadings - Exhibit		
Stipulation(s) - Referee's Report - Minutes		
Filed Papers		
Memoranda of Law		

Upon the foregoing papers this *motion is decided in accordance with the annexed Decision and Order.*

Motion is Respectfully Referred to:  
Justice: \_\_\_\_\_  
Dated: \_\_\_\_\_

Dated: 03/19/15

Hon. \_\_\_\_\_

LIZBETH GONZALEZ, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX: PART 10e

-----X

Michelle Scurzo,

Plaintiff,

-against-

DECISION and ORDER  
Index No 20812/2012E

Luqman Safdar, Fayyaz Ahmad, Big Apple Car, Inc.,  
Response Corp., Transcare Ambulance Corp.,  
John Doe, Jane Doe and ABC Corp.,

Defendants.

-----X

Recitation pursuant to CPLR § 2219(a) of the papers considered in reviewing the underlying motion to amend the complaint:

Notice of Motion and annexed Exhibits.....	1
Notice of Cross-Motion and annexed Exhibits.....	2
Affirmation in Opposition and annexed Exhibits.....	3

Plaintiff Scurzo claims that she sustained serious injuries as a result of the defendants' negligence. Ms. Scurzo alleges that Bank of America entered into a contract with Big Apple Car, Inc. ("Big Apple") to transport bank employees through "subcontractor" black cars. The plaintiff, a pedestrian, was struck on 3/11/10 by a vehicle transporting bank employees that was owned by defendant Fayyaz Ahmad and driven by defendant Luqman Safdar, Big Apple subcontractors.

The plaintiff commenced an action against the defendants and now seeks leave to amend the complaint to add three new causes of action against defendant Big Apple for breach of contract and violations of New York General Business Law §§ 349 and 350. Ms. Scurzo maintains that she is an intended third-party beneficiary. The plaintiff claims that Big Apple breached the contract by failing to procure auto liability insurance. The plaintiff further maintains that Big Apple engaged in false advertising and deceptive practices by breaching the contract.

Defendant Big Apple cross-moves for sanctions pursuant to 22 NYCRR 130-1.1 for costs relative to the plaintiff's motion to amend and the defendant's cross-motion. It contends that it

procured the proper insurance but had it failed to do so, the plaintiff is not an intended third-party beneficiary and therefore lacks standing.

#### DISCUSSION

A party may amend his or her pleadings by setting forth additional or subsequent transactions or occurrences at any time by leave of court. (CPLR § 3025[b].) Granting the amendment of a pleading is within the sole discretion of the court. (*Pellegrino v NYC Transit Authority*, 177 AD2d 554 [2<sup>nd</sup> Dept 1991].) Although it is freely granted in the absence of prejudice or surprise to the opposing party (*Spitzer v Schussel*, 48 AD3d 233, *supra*, quoting *Loomis v Civetta Corinno Constr. Corp.*, 444 NYS2d 571 [1981]), leave should “not be granted upon mere request without appropriate substantiation.” (*Guzman v Mike’s Pipe Yard*, 35 AD3d 266 [1<sup>st</sup> Dept 2006], citing *Brennan v City of New York*, 99 AD2d 445 [1984].)

In the context of a third-party beneficiary claim, the plaintiff must establish: 1) the existence of a valid and binding contract between other parties; (2) that the contract was intended for [its] benefit, and (3) that the benefit to [it] is sufficiently immediate...to indicate the assumption by the contracting parties of a duty to compensate [it] if the benefit is lost.” (*Mandarin Trading Ltd v Wildenstein*, 16 NY3d 173 [2009] citing *Mendel v Henry Phipps Plaza W., Inc.*, 6 NY3d 783, 786, 811 NYS2d 294, 844 NE2d 748 [2006].)

The plaintiff claims that Big Apple breached its contractual obligations by failing to procure auto liability insurance coverage in the amount of \$1,000,000 plus excess coverage in the amount of \$5,000,000 as marketed, advertised and contracted with Bank of America. By way of opposition, the defendant proffers its Response to Plaintiff’s Demand for Insurance Information and policies to establish that the insurance was timely procured. The Court accordingly finds that there was no breach of contract.

In any event, the plaintiff lacks privity and standing to challenge any purported breach of contract between Big Apple and Bank of America since she is not an intended third-party beneficiary. Section 3.12 of Schedule A requires Big Apple’s subcontractors to operate vehicles in a safe manner to assure the safety of passengers, the general public, the driver and the vehicle. The plaintiff submits that Schedule A thus creates three classes of intended contract beneficiaries: 1) Bank of America and its employees, agents and servants; 2) the owners and

drivers of the subcontracted vehicles comprising the Big Apple fleet that provided services pursuant to the contract; and 3) persons injured by the Big Apple fleet while transporting passengers pursuant to the contract. The plaintiff's argument is belied by her moving papers, which attach a copy of the contract.

The best evidence of the intent to bestow a benefit upon a third-party is the language of the contract itself. (*767 Third Ave LLC v Orix Capital Markets, LLC*, 26 A.D.3d 216 [1<sup>st</sup> Dept 2006].) Paragraph 27.12 of the contract plainly states:

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns. Except as expressly set forth in this Agreement and with the exception of the Affiliates of the Bank of America, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

Paragraph 28.1 of the contract further states in pertinent part:

This Agreement, the Schedules, and other documents incorporated herein by reference, is the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions hereby.

After careful consideration and review, the Court finds that the plaintiff lacks standing to sue for any purported breach of contract. The Court denies the plaintiff's motion to amend in its entirety for lack of merit. The Court notes that the proposed causes of action that allege that the defendant violated General Business Law §§ 349 and 350 relevant to "deceptive business

practices and false advertising” are similarly “without appropriate substantiation.” (*Guzman v Mike's Pipe Yard*, 35 AD3d 266, *supra*.)

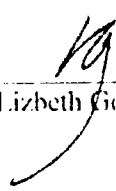
The defendant’s cross-motion is granted. The plaintiff shall pay costs in the amount of \$250 to defendant Big Apple within 45 days.

A copy of this Order with notice of entry shall be served within 30 days.

This is the Decision and Order of the Court.

Dated: March 19, 2015

So ordered,

  
\_\_\_\_\_  
Hon. Lizbeth González, JSC



A handwritten signature or set of initials in black ink, consisting of several overlapping loops and a long, sweeping stroke extending downwards and to the right.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X

MICHELLE SCUORZO,

Plaintiff,

-against-

Index No. 20812/12

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE  
CAR, INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE,  
JANE DOE and ABC CORP.,

**AFFIDAVIT**

Defendants.

-----X

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


**JOELLE JENSEN**, being duly sworn, deposes and states the following to be true under the penalties of perjury as follows:

1. I am a member of the law firm Lewis Brisbois Bisgaard & Smith, counsel for the defendant Transcare in this action.
2. I have personal knowledge of the facts and circumstances of this case, having personally handled this file for the past several years, including but not limited to conducting multiple depositions and participating in motion practice and discovery.
3. I am aware that plaintiff has been seeking access to a log book kept by non-party Sports & Entertainment Physicians in connection with her claim that Transcare was purportedly negligent in failing to adequately staff and/or equip Madison Square Garden with enough ambulance services on the date of the accident.

4. In a good-faith effort to obtain a copy of the log book in response to plaintiff's demand, even though Transcare does not possess it, on or about October 14, 2015, I spoke to an attorney for MSG by the name of Roberta Tarshis, over the phone
5. Tarshis advised that the log book is not the property of SEP and refused to allow access to the log book.
6. She explained that MSG is in control of security arrangements at the facility. MSG does not want attorneys entering the facility for the purpose of examining the log book that is kept in a doctor's desk in SEP's area of the facility. I sent an email to plaintiff's counsel explaining that Tarshis was opposed to the request (see email attached hereto).
7. These facts were also discussed at Transcare's deposition by Julia Villa. Thus, plaintiff's counsel has known for some time that Transcare does not have the log book and cannot produce it.
8. If plaintiff wants access to it, plaintiff should subpoena MSG and/or SEP but the subpoena may be quashed since the book likely contains protected information under HIPAA.

9. Transcare has no access to the log book and plaintiff should not have filed the instant motion to compel Transcare to produce materials that plaintiff's counsel is well aware Transcare does not have, and cannot produce in the course of discovery.

Dated: New York, New York  
November 23, 2015

  
\_\_\_\_\_  
JOELLE JENSEN

Sworn to before me on  
the 23 day of November, 2015

  
\_\_\_\_\_  
Notary Public

MARY C. WILLIAMS  
Notary Public, State of New York  
No. 01W15004777  
Qualified in Westchester County  
Commission Expires Nov. 23, 2018

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

PLAINTIFF,

-against-

Index No.:  
20812/2012

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR,  
INC., CITYWIDE MOBILE RESPONSE COR,  
TRANSCARE AMBULANCE CORP., JOHN DOE, JANE  
DOE, and ABC CORPORATION,

DEFENDANTS.  
-----X

DATE: August 17, 2015

TIME: 2:38 P.M.

EXAMINATION BEFORE TRIAL of the  
Defendant, TRANSCARE AMBULANCE CORP., by a  
Witness, JULIA VILLA, taken by the  
Respective Parties, pursuant to Agreement,  
held at the offices of Lewis, Brisbois,  
Bisgaard & Smith, LLP, 77 Water Street,  
Suite 2100, New York, New York 10005,  
before Megan Wimmer, a Notary Public of the  
State of New York.

1 J. VILLA

2 should be indicated in that book?

3 A. In the log sheet.

4 Q. In the log sheet?

5 A. Yes.

6 MR. TERRASI: Can I take a  
7 quick break?

8 (Whereupon, a short recess was  
9 taken.)

10 Q. Ms. Villa, we're going to talk  
11 a little bit more about the logbook and  
12 just for clarification, this is the logbook  
13 that we were just talking about where the  
14 Transcare personnel will sign in with the  
15 time that they arrive.

16 A. Okay.

17 Q. Where, physically, in Madison  
18 Square Garden is that logbook located?

19 A. In the medical office.

20 Q. Which medical office?

21 A. Fifth floor.

22 Q. Where in the fifth floor  
23 medical office?

24 A. It's on the counter.

25 Q. Particularly, for someone who

1 J. VILLA

2 hasn't been in that room, could you  
3 describe, physically, where in that room it  
4 would be?

5 A. On the counter, by the sink is  
6 the best way to describe it, yes.

7 Q. And when was the last time you  
8 saw that logbook?

9 A. Whenever I was -- the last time  
10 I was at the Garden.

11 Q. Would that be the last six  
12 months?

13 A. Yes.

14 Q. How far back does that logbook  
15 go, that particular one that you saw last  
16 time you were there?

17 A. Not that far back because  
18 it's -- I don't know. I can't recall when  
19 we opened it, but maybe 2014, but I'm not  
20 sure. I know it's recent. It's actually,  
21 practically, a new book.

22 Q. What does that book look like?  
23 Is it a looseleaf binder? Is it a spiral  
24 notebook?

25 A. No. It's one of those long

1 J. VILLA

2 legal books.

3 Q. A legal ledger?

4 A. I believe that's what they call  
5 it.

6 Q. Does it have a hard cover?

7 A. Hard cover, numbers on the  
8 pages, yes.

9 Q. When was the last time you saw  
10 the logbook prior to the 2014 to present  
11 logbook?

12 A. Which?

13 Q. We talked about the fact,  
14 before, that there were logbooks going back  
15 in time prior to this and that they were  
16 also maintained at Madison Square Garden?

17 A. Right.

18 Q. Where, physically, are those  
19 prior logbooks maintained in Madison Square  
20 Garden?

21 A. The prior logbooks are in the  
22 doctor's office in the back.

23 Q. On the fifth floor?

24 A. Yes.

25 Q. Where in the doctor's office



1 J. VILLA

2 maintain any documents that would indicate  
3 what time those games were?

4 A. They would be in that logbook.

5 Q. Did you fill out that top  
6 portion, the items we just talked about?

7 A. Yes.

8 Q. And then, on the very bottom,  
9 it says, completed by Julia Villa. That  
10 would be you?

11 A. Yes.

12 Q. Title, SUPV. That's  
13 supervisor?

14 A. Yes.

15 Q. Is that your signature beneath  
16 supervisor?

17 A. Yes.

18 Q. Directly across from that, on  
19 the bottom, it says, telephone number.  
20 Whose number is that, if you know?

21 A. Yes. That's the company number  
22 and then that's Rob Hirsch's extension.

23 Q. That's Transcare's number?

24 A. Yes.

25 Q. According to the cover sheet of

1 J. VILLA

2 Vincent Terrasi and I am an attorney for a  
3 company called Big Apple Car and I have a  
4 couple follow-up questions for you.

5 The rules basically remain the  
6 same. If you can't hear me, I'll speak up.  
7 Please speak up also.

8 Wait for me to finish my  
9 question so we can get a clear record of  
10 it.

11 I just want to ask a few  
12 follow-ups.

13 A. Okay.

14 Q. Now, going back to this  
15 logbook, it is your understanding that they  
16 are MSG, Madison Square Garden, property,  
17 correct?

18 A. That is correct.

19 Q. Now, the doctor who sits in the  
20 doctor's office, that's not an MSG  
21 employee, is it?

22 A. No. They're contracted, I  
23 believe. I don't know the whole thing with  
24 how they're contracted, but I believe  
25 they're contracted through Transcare or I

1 J. VILLA

2 EXAMINATION BY

3 MS. JENSEN:

4 Q. What about a flag down? Would  
5 you be notified if an ambulance en route to  
6 MSG was stopped for a flag down?

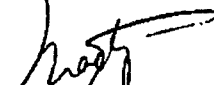

7 MR. TERRASI: Objection.

8 A. No.

9 (Whereupon, at 4:17 P.M., the  
10 examination of this witness was  
11 concluded.)

12  
13   
14 \_\_\_\_\_  
JULIA VILLA

15  
16 Subscribed and sworn to before me  
17 this 29<sup>th</sup> day of October 2015.

18   
19 \_\_\_\_\_  
NOTARY PUBLIC  
20 

MARTA E. HERNANDEZ  
Notary Public, State of New York  
No. 01HE6071654  
Qualified in Richmond County  
Commission Expires March 18, 2018



# NYSCEF - Bronx County Supreme Court

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**Michelle Scuorzo - v. - Luqman Safdar et al**

**20812/2012E**

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**GILFILLAN, CURTIS BRUCE - cgilfillan@tristatelaw.com**

---

**Hon. Luis M. Diaz, Bronx County Clerk**

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# NYSCEF - Bronx County Supreme Court Confirmation Notice



Michelle Scurzo - v. - Luqman Safdar et al

20812/2012E

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Phone: (646) 386-3033 Fax: (212) 401-9146 Website: [www.nycourts.gov/eFile](http://www.nycourts.gov/eFile)

**MICHELLE SCUORZO,**

**Plaintiff,**

**-against-**

**LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE  
CAR, INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE,  
JANE DOE and ABC CORPORATION,**

**Defendants.**

**AFFIRMATION IN OPPOSITION**

**LEWIS BRISBOIS BISGAARD & SMITH LLP**

*Attorneys for Defendant TRANSCARE AMBULANCE CORP.*

*Office Address & Tel. No.: 77 Water Street, Suite 2100  
New York, New York 10005  
(212) 232-1300*

*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.*

*Dated: 11/23/15*

*Signature \_\_\_\_\_*

*Print Signer's Name **Nicholas Hurzeler, Esq.***

*Service of a copy of the within is hereby admitted.*

*Dated: 11/23/15*

**Attorney(s) for Defendant: Transcare Ambulance Corp.**

**PLEASE TAKE NOTICE**

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ENTRY**

*that the within is a (certified) true copy of a  
entered in the office of the clerk of the within named Court on*

**NOTICE OF  
SETTLEMENT**

*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 \_\_\_\_\_, at \_\_\_\_\_ AM.*

**INSYNC LITIGATION SUPPORT**

**NOV 24 2015**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

**ONYSNY**

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MICHELLE SCUORZO,

Index No.: 20812-2012

Plaintiff,

-against-

**REPLY AFFIRMATION**

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.,

Hon. Laura G. Douglas

Defendants.

---

**CURTIS B. GILFILLAN, ESQ.**, an attorney duly admitted to practice law by and  
before the Courts of the State of New York, hereby affirms under the penalty of perjury:

1. I am associated with the law firm of Albert Buzzetti & Associates, LLC, attorneys for the Plaintiff in the above-referenced matter. As such, I am familiar with the facts and circumstances surrounding this matter based on a review of the file maintained by my office and my participation in the proceedings heretofore had herein.
2. I submit this Affirmation in Reply to Defendant Transcare's Affirmation in Opposition and in further support of Plaintiff's motion for an order pursuant to CPLR §§3124 and 3126: 1) compelling Defendant Transcare to provide responses to Plaintiff's discovery demands; namely the contract between Transcare and Sports & Entertainment Physicians and the Transcare personnel logbook for Madison Square Garden; 2) alternatively, for an

3

order finding those issues to which the disputed discovery is relevant to be deemed resolved in Plaintiff's favor; 3) alternatively, for an order prohibiting and/or precluding Defendants from supporting or opposing claims or defenses to which the disputed discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in any substantive motion prior to or at trial; together with such other, further and different relief that this Court may deem just and proper, including but not limited to the costs and attorneys fees incurred in the making of the instant motion.

3. The contract and personnel log in question are essential evidence to Plaintiff's claims as against Transcare in the instant lawsuit wherein Plaintiff alleges the improper emergency response by a Transcare ambulance to Madison Square Garden in a non-emergent situation, which improper emergent response, using lights and sirens and proceeding through a red light caused a second vehicle to swerve in avoidance of the ambulance and strike Plaintiff, a pedestrian on the sidewalk. It is alleged that the ambulance in question was responding to Madison Square Garden in an emergency mode (and disregarding traffic laws) due to an improper staffing issue and not because it was responding to an injury call requiring urgent response. By its nature this issue raises some serious public policy issues as to the safety of the citizens of New York City.
  
4. The contract and personnel logbook will, upon information and belief, identify the number of ambulances Transcare was to have at Madison Square Garden for the Big East Tournament in question and the number of ambulances and driver/EMTs were actually present. This goes directly to the issue of Transcare staffing the event in question



improperly and calling an ambulance in under emergency mode (where it ran with lights and sirens and against red lights) just to have the proper staffing, rather than in response to an actual injury requiring the emergent provision of medical services. Defendant Transcare alleges the affirmative defense of “emergency response” under VTL §1104, however, in order to receive the benefit of this defense, the ambulance must be in an emergency operation. Responding to a staffing issue and not a medical emergency and does not qualify as an emergency response. The contract and personnel log are crucial evidence necessary for Plaintiff to address an argument and issue initially raised by the Defendant Transcare.

5. Defendant Transcare’s argument that the instant matter is a “fishing expedition” is misplaced. It is wholly within reason and good faith to believe that a contract to provide ambulance services to a particular venue will discuss/address the number of ambulances to be provided, and that the logbook will indicate the number of ambulances/drivers that were actually present. As discussed above, and in the papers below, this issue is a central focus of the case, and is an affirmative defense raised by the Defendant Transcare.
6. Similarly, Plaintiff is not proffering support of a breach of contract claim here, but rather seeking information/discovery as some evidence of negligence of the Defendant in negligently operating an ambulance in an emergency mode, when same was not called for, and causing injury to a pedestrian when she was struck by a livery cab trying to avoid the improperly operating ambulance.

7. Even in this Court were to consider Defendant Transcare's argument under the Espinal v. Melville Contrs., 98 N.Y.2d 136 (2002) case, Defendant Transcare's actions in sending an ambulance in emergency mode through New York City under lights and sirens and running red lights to solve a staffing problem rather than responding to a medical emergency could be classified as nothing other than "launching a force or instrument of harm". This can hardly be seen as a passive omission.
8. The causal connection of this argument to the happening of the accident is clear, and Defendant Transcare's argument in this light is misplaced. In fact, Defendant Transcare has raised the issue in question as to the status of the ambulance being in "emergency operation" by their proffer of the VTL §1104 Emergency Response affirmative defense. They cannot now argue that the issue is irrelevant.
9. With respect to Defendant Transcare's argument as to the privileged and confidential nature of the contract in question, said arguments can be easily address through redaction and/or confidentiality restrictions imposed by the Court, inasmuch as Plaintiff is only seeking a very narrowly tailored category of information within the contract. Plaintiff has offered such a compromise to Defendant, however, same has been rebuffed and Defendant Transcare continues to refuse to disclose the contract in question.
10. In addressing the issue of the "ownership" of the personnel log in question, a review of the totality of the evidence, especially the response by Roberta Tarshis, the MSG attorney, to the Plaintiff's post deposition demand for the log, clearly indicates that Transcare has

ownership, control, access and at least shared possession of the logbook in question, and the ability to produce same in response to the underlying demand of Plaintiff.

11. Annexed hereto as **Exhibits “A”, “B” and “C”** are the more complete excerpts of the deposition transcripts of David Konig and Julia Villa, Transcare Supervisors, and Karen Hoffman, the Madison Square Garden Director of Event Services. The attached excerpts clearly show that Transcare employees filled out the logbook as to employees present at Madison Square Garden, that Transcare employees have the key cards to access the logbooks and that Madison Square Garden contacts Transcare to obtain information from the logbooks when Madison Square Garden has questions as to personnel.
  
12. Transcare’s arguments that ownership of the records and access to them is controlled by Madison Square is completely belied by the Madison Square Garden attorneys response to the e-mail demand by Plaintiff after the non-party deposition of MSG employee Karen Hoffman for the logbook in question, where Roberta Tarshis specifically responded that: “Those logbooks are the records of Transcare. They give MSG access to them but Transcare maintains them and controls access. You need to direct this request to them.” This response is crystal clear as to the ownership, access and control of and over the logs as belonging to Transcare. A copy of the demand and response is annexed hereto as **Exhibit “D”**.
  
13. Transcare likewise attempted to obtain copies of the contract and logbook in question directly from Sports & Entertainment Physicians by way of non-party subpoena dated

March 30, 2015. In response to the subpoena, Sports & Entertainment physicians provided that it is not in possession of the contract in question nor the logbook in question. A copy of the non-party subpoena and response are annexed hereto as **Exhibit “E”**.

14. Based on the foregoing, and contrary to the assertions of Defendant Transcare, the ownership, access and control of and over the logbook in question as being within the purview of Defendant Transcare is beyond a doubt.
15. Much as with the contract, Plaintiff is not seeking any protected information from the logbook in question, but is rather seeking a very limited scope of materials/information from same; namely the personnel sign-ins for the date of the accident, the remainder of the information can be easily redacted and/or addressed by way of in camera review by the Court.
16. The demands in question are finely tailored, precision discovery demands seeking materials centrally relevant to issues and defenses as raised by Defendant Transcare in the first instance. Defendant Transcare knew or should have known of the propriety of the demands and the material relevancy of the materials sought and ought to have disclosed same, but rather have wilfully and contumaciously refused to do so inasmuch as the documents requested are likely to be adverse to their defense of this action.

**WHEREFORE**, it is respectfully requested that Plaintiff's motion be granted in its entirety, together with such other, further and different relief as this Court deems just and proper, including an award of counsel fees and costs relative to the making of the instant motion.

Dated: Englewood Cliffs, NJ  
November 25, 2015



---

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(718) 361-1514

1 D. KONIG

2 MR. GILFILLAN: What I'm trying  
3 to get at here, what I'm trying to  
4 ask, and what you're obstructing, is  
5 I'm trying to figure out what  
6 paperwork or documentation is  
7 generated, okay, if they have to call  
8 an ambulance, which they did, that  
9 was not at the Garden, which it  
10 wasn't.

11 Q. Is there any documentation to  
12 show that?

13 MR. TERRASI: Is that a  
14 question?

15 MR. GILFILLAN: Yes.

16 MR. TERRASI: Read back the  
17 question.

18 (Whereupon, the referred to  
19 question was read back by the  
20 Reporter.)

21 MR. TERRASI: I'm going to  
22 object to the form.

23 A. Not to my knowledge.

24 Q. Back in 2010, were there any  
25 logs to indicate who particularly was

1 D. KONIG

2 assigned to Madison Square Garden events,  
3 such as the Big East Tournament?

4 A. There would have been a  
5 schedule.

6 Q. And that would indicate which  
7 units were assigned to be standby at  
8 Madison Square Garden?

9 A. No. That would indicate the  
10 personnel.

11 Q. Anything other than the  
12 schedule that would show which personnel  
13 were assigned to Madison Square Garden?

14 A. Assigned, no. There would be a  
15 record of who was actually there. Um,  
16 occasionally people who are assigned call  
17 out or off, whatever. And, so,  
18 replacements would be brought in. And, so,  
19 they would actually sign in the book.  
20 Everybody signs in a log that's kept at the  
21 Garden, your state number and your name.

22 Q. Is that a Transcare book or is  
23 that --

24 A. No.

25 Q. -- a Madison Square Garden

1 D. KONIG

2 book?

3 A. It's a, as far as I know, a  
4 Madison Square Garden book.

5 Q. Is that specifically called  
6 anything?

7 A. Not to my knowledge.  
8 The book.

9 Q. Other than the book, is there  
10 any other documentation to indicate what  
11 Transcare personnel were assigned on  
12 standby at Madison Square Garden? At any  
13 given time in 2010?

14 A. The schedule.

15 Q. That's it?

16 A. Yes.

17 Q. If someone were assigned and  
18 did not make it to their assignment on a  
19 given day, would there be any documentation  
20 of that?

21 A. There should be an entry into  
22 their employee record for an absence.

23 Q. Well, let me ask you this, sir.

24 If, assuming for the purpose of  
25 this question, that Matos and Tross were



1 D. KONIG

2 A. No.

3 Q. Anyone from Madison Square  
4 Garden?

5 A. Not stationed there.

6 Q. Okay.

7 A. People from Madison Square  
8 Garden are in and out of the office.

9 Q. Have you worked the Big East  
10 Tournament at Madison Square Garden before?

11 A. Um, I might have.

12 I'm not a basketball fan.

13 Q. Have you worked a Knicks event  
14 before?

15 A. Yes, sir.

16 Q. You've worked other events at  
17 the Garden, as well?

18 A. Yes, sir.

19 Q. Including hockey games?

20 A. Yes, sir.

21 Q. Is there a standard number of  
22 EMTs and/or ambulance drivers that are  
23 assigned to the Garden for a sporting  
24 event?

25 A. For the arena, yes.

1 D. KONIG

2 Q. And what would that standard  
3 number be?

4 A. Um --

5 Q. Let's limit this to 2010.

6 A. Right.

7 So, it would be two ambulances,  
8 two drivers, four EMTs, one paramedic, one  
9 supervisor.

10 Q. Four EMTs -- I didn't get the  
11 last part.

12 A. One paramedic, one supervisor.

13 Q. Other than the schedule, would  
14 there be any documentation to indicate what  
15 time any or all of those personnel arrived  
16 at Madison Square Garden on a given day?

17 A. Not to my knowledge for 2010.

18 Q. Do you know if the standard  
19 number of personnel that you've just  
20 described were assigned to Madison Square  
21 Garden for the March 11th, 2010 Big East  
22 Tournament?

23 A. I don't know.

24 Q. Do you know if there were any  
25 ambulance drivers or EMTs present at

1 D. KONIG

2 "D" is a discharge.

3 Q. Is there any indicator for a  
4 transport that's non-emergent?

5 A. Admission or discharge.

6 Q. Okay.

7 A. "O" is also non-emergent.

8 Those are usually for patients who are  
9 going to their doctor's appointments.  
10 Private doctor's offices.

11 Q. And would all calls from the  
12 Garden be dispatched as emergent calls,  
13 code one calls?

14 A. Yes.

15 Q. Next to that, it says Two Penn  
16 Plaza. Do you see that?

17 A. Yes, sir.

18 Q. What does that indicate to you?

19 A. That is the address for Madison  
20 Square Garden.

21 Q. And to the right of that there  
22 is an asterisk, A dash. What does that  
23 mean to you, if anything?

24 A. That just means that it's a  
25 priority account.

1 D. KONIG

2 Q. And what does a priority  
3 account mean?

4 A. It's basically -- it's not a  
5 health care facility. So, therefore, all  
6 responses there are generally going to be  
7 emergencies.

8 Q. I didn't hear the last part.

9 A. Are generally going to be  
10 emergencies.

11 Q. So, anything off an A list  
12 client is generally going to be an  
13 emergency?

14 A. Yes.

15 Q. Regardless of what the injury  
16 or condition is?

17 A. It's going to be dispatched as  
18 an emergency.

19 Q. And when you say "A list  
20 client," that would be Madison Square  
21 Garden would qualify as an A list client?

22 A. Yes.

23 They are not a health care  
24 facility.

25 Q. Once we get below that top

D. KONIG

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place?

A. No.

MR. TERRASI: I have nothing further.

Thank you very much.

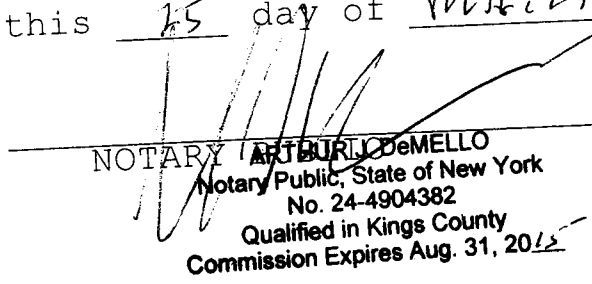
MR. POMERANCE: Thank you.

MR. GILFILLAN: I have no further questions.

(Whereupon, at 4:09 p.m., the examination of this witness was concluded.)

  
\_\_\_\_\_  
DAVID KONIG

Subscribed and sworn to before me  
this 15 day of March 2015.

  
\_\_\_\_\_  
NOTARY **ARTURIO DeMELLO**  
Notary Public, State of New York  
No. 24-4904382  
Qualified in Kings County  
Commission Expires Aug. 31, 2015

B

1 J. VILLA

2 Transcare?

3 A. What are my other duties?

4 Q. Yes.

5 A. I'm a supervisor as well.

6 Q. When did you first become a  
7 supervisor for Transcare?

8 A. A year and a half after I  
9 started working with the company.

10 Q. Do you know what approximate  
11 year that would have been?

12 A. I think I started back in 2001.  
13 Maybe between 2002, 2003, roughly.

14 Q. Between 2002 and 2003, you  
15 became a supervisor and when you began  
16 working for Transcare, you were still an  
17 EMT basic and a supervisor as well?

18 A. Yes.

19 Q. What were your duties and  
20 responsibilities, particularly, as a  
21 supervisor, if they differed at all from  
22 that of an EMT basic?

23 A. There's just a couple added  
24 stuff onto the EMT basic. I would -- I'm  
25 in charge of making sure my staff members

1 J. VILLA

2 Q. Prior to March 11th of 2010,  
3 have you had the opportunity to work at  
4 Madison Square Garden as a supervisor?

5 A. Yes.

6 Q. Prior to March 11th, 2010, have  
7 you had the opportunity to work at Madison  
8 Square Garden as a supervisor for the Big  
9 East Tournament?

10 A. Yes.

11 Q. How many occasions prior to the  
12 2010 tournament had you worked the Big East  
13 Tournament at Madison Square Garden?

14 A. I would say every single one.

15 Q. Since you've been employed?

16 A. Since I've been there, yes.

17 Q. You were always working in your  
18 capacity as a supervisor at Madison Square  
19 Garden during the Big East Tournament?

20 A. And EMT, yes.

21 MR. TERRASI: Can I just get  
22 that last question read back?

23 (Whereupon, the referred-to  
24 question was read back by the  
25 Reporter.)



1 J. VILLA

2 ambulances that would be assigned to  
3 Madison Square Garden on a particular day  
4 for the Big East Tournament?

5 A. Yes.

6 Q. How many ambulances was that?

7 A. Two.

8 Q. Was that always the same?

9 A. I believe so, yes.

10 Q. As best as you can recall,  
11 there would have been two ambulances  
12 assigned to Madison Square Garden for the  
13 Big East Tournament on March 11th, 2010?

14 A. Yes.

15 Q. Do you know which two  
16 ambulances were assigned on March 11th,  
17 2010?

18 A. Only by looking at the ACR.

19 Q. And that would be?

20 A. 815, I believe.

21 Q. There's an exhibit number on  
22 the top.

23 A. Let me make sure it's the right  
24 one.

25 Q. Just to clarify, you're looking

1 J. VILLA

2 A. Well, we would have sign-in  
3 sheets. Like, when they would come in for  
4 their shift, they would sign in.

5 Q. Other than that and personnel  
6 records, are you aware of anything that  
7 would indicate who worked at Madison Square  
8 Garden for Transcare on March 11th, 2010?

9 A. We also keep a logbook at  
10 Madison Square Garden where they would sign  
11 in as well.

12 Q. Do you know what that logbook  
13 was called?

14 A. We just call it the MSG logbook  
15 or the doctor logbook.

16 Q. Do you know who keeps,  
17 physically keeps, possession of that  
18 logbook?

19 A. Madison Square Garden.

20 Q. And you work at Madison Square  
21 Garden, generally, today for Transcare,  
22 currently?

23 A. Yes.

24 Q. Is there a logbook there?

25 A. Yes.

1 J. VILLA

2 Q. Do you know what happens to the  
3 old logbooks?

4 A. They're kept.

5 Q. They're still at Madison Square  
6 Garden?

7 A. I believe so, yes.

8 Q. Do you have access to those?

9 A. Yes.

10 Q. Would it be possible for the  
11 next time you were at the Garden to go to  
12 that area and look up the logbook from  
13 2010?

14 A. Yes.

15 Q. Are they kept that far back at  
16 Madison Square Garden?

17 A. I believe so, yes.

18 Q. As you sit here today, do you  
19 know if Leangy Matos and Christian Tross  
20 were assigned to work at Madison Square  
21 Garden on March 11th, 2010?

22 A. Not that I recall.

23 Q. Did you ever see them at  
24 Madison Square Garden on March 11th, 2010?

25 A. On that specific day, I can't

1 J. VILLA

2 A. The first one was -- what time  
3 did they depart? They departed at 1752.

4 Q. Which translates into what  
5 nonmilitary time, roughly 4:52?

6 MS. JENSEN: Five.

7 A. No, 5:52.

8 Q. So the first ambulance  
9 transport from Madison Square Garden on  
10 March 11th, 2010 is 5:52, correct?

11 A. That it left the building, yes.

12 Q. So there were two ambulances  
13 that would have been present at Madison  
14 Square Garden. That would have been the  
15 first of the two to depart to the hospital,  
16 correct?

17 MS. JENSEN: Note my objection.

18 Q. Do you see any other ambulance  
19 dispatches that were before 5:52 from  
20 Madison Square Garden?

21 A. Not before this time, no.

22 Q. And you would have had to have  
23 two ambulances present at Madison Square  
24 Garden at all times, correct? To start the  
25 shift, there would have been two

1 J. VILLA

2 ambulances, correct?

3 A. There's -- well, normally,  
4 there is two.

5 Q. When the Big East Tournament  
6 started that morning, there were two  
7 ambulances, correct?

8 A. I can't recall if they were  
9 both there. They are supposed to be there.

10 Q. It's possible that only one  
11 ambulance is there?

12 A. It's possible, yes.

13 Q. Is there any record that would  
14 indicate, other than this Madison Square  
15 Garden sign-in log, as to what ambulances  
16 would have been there at 5:52 when that  
17 departed?

18 A. No, because people -- when they  
19 sign in, they sign in the time that they  
20 come into.

21 Q. Who is it, the ambulance driver  
22 and the EMT who sign in or just one or the  
23 other? How does that work?

24 A. Everyone, when reporting to the  
25 venue to work, everyone reports to the

1 J. VILLA

2 venue. Sometimes you have a tech that will  
3 meet the driver at the base and ride up  
4 with the ambulance, but back then, we  
5 didn't have that. So everyone would just  
6 show up at the venue. So that means the  
7 driver could just come in by themselves and  
8 once everyone is in the office, I guess you  
9 could call it, like, a little role call.  
10 Everybody comes in. They sign. They sign  
11 in. They sign in the book, they sign in  
12 the log sheet and then they're dispatched  
13 to their locations where they have to be  
14 posted.

15 Q. That would be the drivers and  
16 the EMTs and the supervisors, everybody  
17 signs in the logbook?

18 A. Everybody signs in.

19 Q. There was role call you said?

20 A. It's not --

21 Q. Informal role call?

22 A. Right.

23 Q. Were you present at the role  
24 call on March 11th, 2010?

25 A. Most likely, yes.

1 J. VILLA

2 Q. Do you recall if there were two  
3 ambulance drivers there during the role  
4 call?

5 A. I can't recall.

6 Q. Would that have been an unusual  
7 thing, to start the Big East Tournament  
8 with only one ambulance driver present?

9 A. No, because a lot of things  
10 happen.

11 Q. Was it unusual?

12 A. I can't remember for that time.

13 Q. But in any event, the MSG  
14 logbook that should still be there would  
15 have a complete listing of everybody who  
16 was there at the start of the Big East  
17 Tournament that day, correct?

18 A. Yes. Well, there's no time  
19 separating -- in the logbook, they don't  
20 put in -- well, we put in the time and  
21 everybody signs in under that time. The  
22 log sheet, they're supposed to put the time  
23 that they arrive at the venue. So it's  
24 different, but they do sign in.

25 Q. So the person and arrival times

1 J. VILLA

2 legal books.

3 Q. A legal ledger?

4 A. I believe that's what they call  
5 it.

6 Q. Does it have a hard cover?

7 A. Hard cover, numbers on the  
8 pages, yes.

9 Q. When was the last time you saw  
10 the logbook prior to the 2014 to present  
11 logbook?

12 A. Which?

13 Q. We talked about the fact,  
14 before, that there were logbooks going back  
15 in time prior to this and that they were  
16 also maintained at Madison Square Garden?

17 A. Right.

18 Q. Where, physically, are those  
19 prior logbooks maintained in Madison Square  
20 Garden?

21 A. The prior logbooks are in the  
22 doctor's office in the back.

23 Q. On the fifth floor?

24 A. Yes.

25 Q. Where in the doctor's office



1 J. VILLA

2 are they?

3 A. In the desk drawer.

4 Q. Is there only one desk?

5 A. In the doctor's office, yes.

6 Q. When was the last time you saw  
7 those prior logbooks? I don't mean look  
8 through them, but physically saw the actual  
9 ledgers in the desk drawer.

10 A. They're visible. They're out  
11 there. Whenever you're in the doctor's  
12 office, you'll see them.

13 Q. Within the last six months,  
14 last year?

15 A. Yes, it's recent.

16 Q. Within the last six months?

17 A. Even, probably, before that.  
18 Probably within the last month.

19 Q. Within the last month, you saw  
20 them there?

21 A. Probably, yes.

22 Q. Hypothetically speaking, if you  
23 wanted to gain access to look into those  
24 prior books, how would you go about that  
25 process?

1 J. VILLA

2 A. The only time I have had to  
3 look through those books is when there's a  
4 case that's pending with Madison Square  
5 Garden and Madison Square Garden people  
6 come and tell me what they're looking for,  
7 the dates and stuff. That's the only time  
8 I would go into that book. When the people  
9 from Madison Square Garden come and request  
10 it.

11 Q. So if they needed to know who  
12 was working on a particular date, Madison  
13 Square Garden personnel would ask you and  
14 you would look in the book and tell them  
15 what ambulance personnel that day?

16 A. They keep those books not for  
17 who we had working, but most of the time  
18 it's for the patient that was seen because  
19 of something that happened. That's, more  
20 particular, what they look for. They look  
21 for the patient on that day and what  
22 happened because sometimes the doctor sees  
23 those patients.

24 Q. Madison Square Garden personnel  
25 would come to you and then you would look

1 J. VILLA

2 A. No, I can't recall.

3 Q. Do you know what his title or  
4 role at Madison Square Garden is?

5 A. I don't know for sure, but he's  
6 something like the vice president or  
7 assistant to the president of guest  
8 relations or guest services. I don't know  
9 exactly what his title is.

10 Q. How far back have you looked in  
11 the records at their request?

12 A. At their request, I can't  
13 remember, but I know it's, like -- it's  
14 been years.

15 Q. So the records go back to 2010  
16 and prior?

17 A. I believe so, yes.

18 Q. Do you know what the earliest  
19 record you've looked up is?

20 A. I don't remember.

21 Q. Is that doctor's desk drawer  
22 locked?

23 A. Sometimes it is. Well, not the  
24 desk drawer itself.

25 Q. The office?

1 J. VILLA

2 A. The office, yes.

3 Q. Do you have a key to the  
4 office?

5 A. Yes, we do.

6 Q. Do you have a key to the desk  
7 drawer?

8 A. No. Like I said, usually, the  
9 office is locked, not the desk drawer.

10 Q. So if you got into the office,  
11 you would have access to the drawer?

12 A. Yes.

13 MR. TERRASI: Can I ask  
14 something real quick?

15 MR. GILFILLAN: Sure.

16 MR. TERRASI: When you use the  
17 term doctor's office, when you use  
18 the term medical office, are you  
19 describing the same place?

20 THE WITNESS: It's the same  
21 place but it's separate rooms.

22 They're only separated by a door.

23 MR. TERRASI: Is the doctor's  
24 office within the medical office?

25 THE WITNESS: Yes. It's just a

1 J. VILLA

2 Does each individual person who has  
3 something to write in the book write in the  
4 book?

5 A. No. Only the doctor's the one  
6 who writes into that logbook.

7 Q. What about the attendance?

8 A. My typical day, when I go there  
9 and we have an event, I'll stamp the book.  
10 I'll fill out the parts of the little  
11 stamp, which is the date, the event, the  
12 time the office opened, yadda, yadda,  
13 yadda. The crew members, they'll come in.  
14 They'll sign in where it says EMTs.  
15 They'll sign in with their name and their  
16 state ID numbers and they'll sign that in.  
17 That's it.

18 Q. And then the book becomes the  
19 doctor's for the rest of the event?

20 A. That is correct.

21 Q. What about in the case of a  
22 doubleheader like this? Is there a second  
23 sign-in process for the second event?

24 A. Sometimes there is. Depending  
25 on if there was a dismissal or if there

1 J. VILLA

2 wasn't a second stamping. If there's going  
3 to be a whole new crew, then the book  
4 should be stamped again and filled out with  
5 that second set of people that are coming  
6 in, but if it's the same set of people all  
7 day, it will be marked, the times that they  
8 were there and the dismissal times.  
9 Everything would be marked, but in that one  
10 section.

11 Q. We've basically established  
12 that you were working that day, correct?

13 A. Yes, because I see my  
14 handwriting.

15 Q. So the stamping would have been  
16 done by you, correct?

17 A. Not necessarily, but majority  
18 of the time, yes, it is done by me.

19 Q. Who else would have done it?

20 A. Whoever gets there first. All  
21 of the crew members, they know to go in and  
22 we all help each other out and get the ball  
23 rolling.

24 Q. What if it were a complete  
25 replacement of the crew? What if it was

1 J. VILLA

2 just a partial replacement?

3 A. I would stamp it again.

4 Q. You would?

5 A. Yes, I would.

6 Q. But that doesn't necessarily  
7 mean everybody else would?

8 A. That is correct.

9 Q. The only way to know that is to  
10 actually look at that log, right?

11 A. That is correct.

12 Q. If it was stamped once or  
13 twice?

14 A. Right.

15 Q. And that log would also tell us  
16 if any staff were replaced?

17 A. Yes, because they would have to  
18 have signed in.

19 Q. Only special ops people work at  
20 the Garden, correct?

21 A. That's correct.

22 Q. Christian Tross, do you know  
23 that person to be a special ops person?

24 A. Yes, he is.

25 Q. And Leangy Matos, you know her



**WADE CLARK MULCAHY** 111 Broadway, New York, NY 10006 Telephone 212.267.1900 Fax 212.267.9470  
ATTORNEYS AT LAW

ATTORNEYS

September 3, 2015

Lewis, Brisbois, Bisgaard & Smith, LLP  
Attorneys for Defendant Transcare Ambulance Corp.  
77 Water Street, Suite 2100  
New York, New York 10005

Re: Michelle Scuorzo v. Luqman Safdar, Fayyaz Ahmad, Big Apple Car, Inc.,  
Transcare Ambulance Corp., *et al.*  
**Transcript of Witness – Julia Villa – taken on August 17, 2015**  
Our File No.: 190.7013.3VT

Dear Counselors:

We enclose a copy of the transcript of your client's deposition in the above captioned matter.

After reading this transcript, if you find any discrepancies, either in the question as asked or in the answer as given, please fill in the errata sheet provided on page 107.

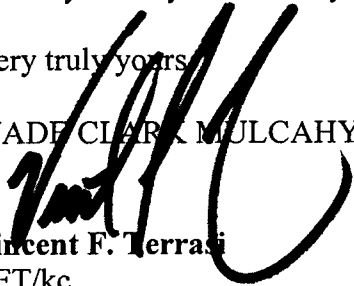
The transcript should be signed and notarized. If corrections have been made on a separate sheet of paper, that too should be signed before a notary public.

Please be advised that pursuant to Section 3116 of the CPLR, if the deposition is not returned signed and executed within sixty (60) days of this mailing, it shall be deemed executed, as is, without any changes or corrections by the person examined.

Thank you for your courtesy and cooperation herein.

Very truly yours,

WADE CLARK MULCAHY

  
Vincent F. Terrasi  
VFT/kc

**Enclosure**

K:\7013\loc\Let to Transcare - execute transcript of witness Julia Villa.docx



Lewis, Brisbois, Bisgaard & Smith, LLP  
September 3, 2015  
Page 2

cc: Albert Buzzetti, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
467 Sylvan Avenue,  
Englewood Cliffs, NJ 07632  
201-308-5313  
201-816-3644 Fax

Law Offices of Nancy L. Isserlis  
Attorneys for Defendants Luqman Safdar  
and Fayyaz Ahmad  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
718-361-1514  
F: 347-418-3839  
File No: 30635

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K. HOFFMAN

MS. TARSHIS: At the current time?

MR. GILFILLAN: Yes.

A. There are standards that we use for the majority of our events. We use the Department of Health requirements as guidelines and we exceed their requirements and our vendors know our basic staffing needs for arena and theater events which are staffed differently, two different <sup>venues</sup> ~~vendors~~. They are provided a monthly event calendar and respond to us with a copy of that calendar with the number of units they have scheduled for each of those events.

Q. Let me break it down. With respect to a sporting event such as a basketball game for the current time, do you require ambulances, EMT personnel and paramedics on-site during an event?

MS. TARSHIS: Are you talking about MSG or the Department of Health?

MR. GILFILLAN: MSG.

A. We do. We have two ambulances with two teams of EMTs, which would be three people per team and two paramedics and a

1 K. HOFFMAN

2 physician on-site.

3 Q. That is my next question. Are  
4 those personnel Madison Square Garden  
5 Company employees or are they outside  
6 vendors retained by Madison Square Garden?

7 A. They are an outside vendor.

8 Q. Do you know the name of the  
9 outside vendor who has a contract with  
10 Madison Square Garden currently providing  
11 services for sporting events?

12 A. We currently have a contract with  
13 Sports & Entertainment Physicians who is in  
14 the process of changing their name to  
15 CrowdRx and they subcontract ambulance  
16 services to Transcare while they provide  
17 physician services directly.

18 Q. That's at the current time?

19 A. Correct.

20 MS. JENSEN: What is the name that  
21 they are changing into?

22 THE WITNESS: CrowdRx.

23 Q. Do you know if the same  
24 relationship existed back in March of 2010  
25 with respect to the outside of vendor for

1 K. HOFFMAN

2 Q. Do you know if anyone keeps track  
3 of subcontracted EMTs such as attendance  
4 records for March 11th, 2010?

5 A. I could guess that Transcare would  
6 and Sports & Entertainment Physicians  
7 possibly, but I could not say for sure.

8 Q. I don't want you to guess. If you  
9 know, that's fine. If you don't know,  
10 that's fine as well.

11 Do you have any personal knowledge  
12 as to whether Transcare and Sports &  
13 Entertainment Physicians kept a log of  
14 medical personnel including ambulance  
15 drivers and EMTs or paramedics who would  
16 have been on duty on March 11th, 2010?

17 A. I don't know.

18 Q. Do you know what a Part-18 log is?

19 A. No.

20 Q. Are you familiar with any logs  
21 that are required to be maintained during  
22 particular sporting events by the Department  
23 of Health of the State of New York where  
24 medical personnel and injured personnel are  
25 required to write down a log and the log has

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K. HOFFMAN

MR. TERRASI: I have no further questions. Thank you.

THE WITNESS: Thank you.

(Whereupon, at 3:31 p.m., the examination of this witness was concluded.)

  
KAREN M. HOFFMAN

Subscribed and sworn to before me  
this 21 day of July 2015.

  
NOTARY PUBLIC

ARETI CHRISTOFORATOS  
Notary Public, State of New York  
No. 02CH6212675  
Qualified in New York County  
Comm. Exp. 2017  
October 19

ERRATA SHEET

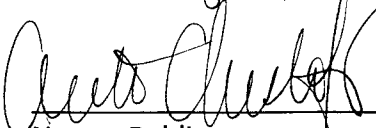
State of New York )  
 ) ss.:  
County of \_\_\_\_\_ )

Karen M. Hoffman, being duly sworn, deposes and says:

That she has read the following Examination Before Trial Transcript and makes the following corrections:

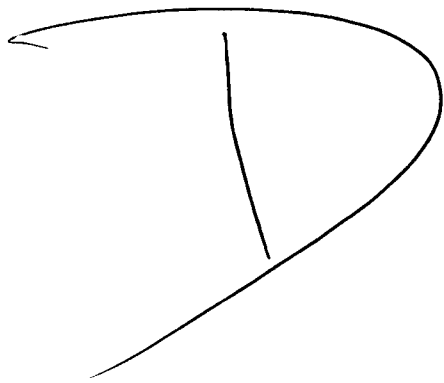
<u>PAGE</u>	<u>LINE</u>	<u>CORRECTION</u>
10	10	staffed differently, two different venues
16	18	Roger
46	12	bowl, not ball
17	3	leave, not leaf

Sworn to before me this  
21 day of July 2015

  
Notary Public

  
Karen M. Hoffman

**ARETI CHRISTOFORATOS**  
Notary Public, State of New York  
No. 02CH8212675  
Qualified in New York County  
Comm. Exp. 10/19/2015



## Curt Gilfillan

---

**From:** Roberta Tarshis <RETarshis@tarshisandhammerman.com>  
**Sent:** Thursday, August 27, 2015 10:52 AM  
**To:** Curt Gilfillan  
**Subject:** RE: Scuorzo v. Big Apple

I have checked with my client  
Those log books are the records of Transcare. They give MSG access to them but Transcare maintains them and controls access  
You need to direct this request to them.

Roberta E. Tarshis  
Tarshis & Hammerman LLP  
118-35 Queens Boulevard  
Forest Hills, New York 11375  
T-718-793-5000  
F-718-793-5008  
[Retarshis@tarshisandhammerman.com](mailto:Retarshis@tarshisandhammerman.com)

**From:** Curt Gilfillan [mailto:[cgilfillan@tristatelaw.com](mailto:cgilfillan@tristatelaw.com)]  
**Sent:** Wednesday, August 19, 2015 2:07 PM  
**To:** Roberta Tarshis <RETarshis@tarshisandhammerman.com>  
**Subject:** Scuorzo v. Big Apple

Ms. Tarshis:

As you may recall, you produced Karen Hoffman of MSG as a non-party witness in the above litigation (I am plaintiff's counsel) to provide deposition testimony as to injuries at the Big East Tournament on 3/11/10. I thank you for your courtesies and assistance in that regard. I do need to follow-up with you on one additional item that has come up during a deposition of a further Transcare ambulance that took place on Monday of this week. Transcare staffing at MSG on 3/11/10 is a central issue in this litigation now – so as to determine how many ambulances were signed in at the start of the event – and the Transcare witness Julia Villa (a supervisor for Transcare at MSG events) testified that there are log books (hard cover, brown, legal sized) kept in the drawer of the desk in the doctor's office of the 5<sup>th</sup> floor medical staffing area. She testified that she last saw them less than 1 month ago. She also testified that these logs date back to 3/11/10 and contain a roll-call and sign in for Transcare personnel present.

I am writing to inquire as to possible avenues of obtaining access to these log books (particularly with respect to only the day of 3/11/10) obviously subject to any redaction for any possible HIPAA information that may be contained therein. It seems as if a number of parties have access to these logbooks yet everyone denies control over them. Subject to your objection, none of the current parties to the litigation would have any objection to their production and/or inspection. I look forward to talking to you about this.

Thank you,

Curtis Gilfillan



E



**Sports & Entertainment Physicians, P.C.**



**Andrew N. Bazos, M.D.**  
Diplomate, American Board of Orthopedic Surgery

May 18, 2015

Reg: Subpoena

Sports & Entertainment Physicians PC did not maintain and is not in possession of any of the records in the attached subpoena.

Sincerely,

Andrew N. Bazos

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHELLE SCUORZO,

Index No.: 20812/12E

Plaintiff,

-against-

**SUBPOENA DUCES  
TECUM**

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE  
AMBULANCE CORP., JOHN DOE, JANE  
DOE and ABC CORPORATION,

Defendants.

---

TO: Sports & Entertainment Physicians, PC  
250 W. 54<sup>th</sup> Street  
New York, New York 10019

**WE COMMAND YOU**, that all business and excuses being laid aside, you and each of you appear at the Law Offices of Albert Buzzetti & Associates, LLC, 521 Fifth Avenue, Suite 1700, New York, New York 10175 on the 4<sup>th</sup> day of May, 2015 at 10:00 a.m., in the forenoon, and at any recessed or adjourned date, and that you bring with you, and produce at the time and place aforesaid, copies of the following documents:

- 1) All contracts or agreements with Madison Square Garden and/or Transcare Ambulance Corp. For the provision of professional services at Madison Square Garden in force and effect in 2010 and March 11, 2010 specifically;
- 2) Part 18 Medical Incident Log for Madison Square Garden services for March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);
- 3) Personnel book, sign-in log or scheduling sheets indicating which, if any, personnel from Sports Entertainment Physician, PC and/or Transcare Ambulance Corp. were scheduled to and/or did appear so as to provide professional services at Madison Square Garden on March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);

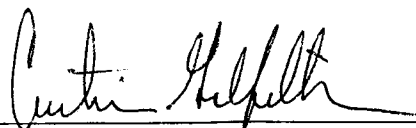
- 4) All documents evincing ambulance calls and/or responses to or from Madison Square Garden By and or through Transcare Ambulance Corp. on March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);
- 5) All incident reports generated by Sports Entertainment Physicians, PC relating to services requested or provided by Sports Entertainment Physicians, PC and/or Transcare Ambulance Corp. at Madison Square Garden on March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);
- 6) Procedures, protocols, forms and/or instructions for the request of ambulance and/or EMT transport services from Transcare Ambulance Corp., covering the time period of March 11, 2010, pursuant to the applicable agreement and/or contract with Madison Square Garden and/or Transcare Ambulance Corp. (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA).

Failure to comply with this subpoena is punishable as contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

No personal appearance shall be required should you produce copies of the requested documents by mail at the Law Offices of Albert Buzzetti & Associates, LLC, 467 Sylvan Avenue, Englewood Cliffs, NJ 07632 on or before May 4, 2015.

Should you have any questions, please contact the undersigned attorney at (201) 816-3733.

Dated: New York, New York  
March 30, 2015



ALBERT BUZZETTI & ASSOCIATES  
By: Curtis B. Gilfillan, Esq.

Attorneys for Plaintiff  
MICHELLE SCUORZO  
521 Fifth Avenue, Suite 1700  
New York, New York 10175  
(201) 816-3733

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,

Index No.: 20812-2012

Plaintiff,

-against-

AFFIDAVIT OF SERVICE  
BY MAIL

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP, JOHN DOE, JANE DOE and ABC  
CORPORATION,

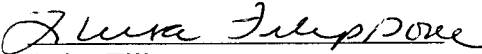
Defendants.

Luisa Filippone, being duly sworn deposes and says that she is not a party to this action herein, is over the age of 18 years, and that she is a Legal Assistant for Albert Buzzetti, Esq., the attorney for the Plaintiff, Michelle Scuorzo, served the within Reply Affirmation with with Exhibits A through E, by means of depository in a US Mail receptacle on November 25, 2015 on the following Defendants attorneys:

Vincent Terrasi, Esq.  
WADE CLARK MULCAHY  
111 Broadway, 9th Floor  
New York, New York 10006

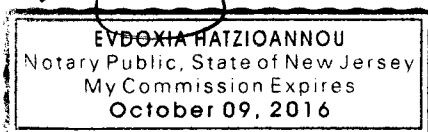
Joelle T. Jensen, Esq.  
LEWIS, BRISBOIS, BISGAARD & SMITH, LLC  
77 Water Street, Suite 2100  
New York, New York 10005

Nancy L. Isserlis, Esq.  
LAW OFFICES OF NANCY L. ISSERLIS  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101

  
Luisa Filippone

Sworn to before me this  
25<sup>th</sup> day of November, 2015

  
Notary Public



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC.,  
CITYWIDE MOBILE RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.

Defendant.

REPLY AFFIRMATION

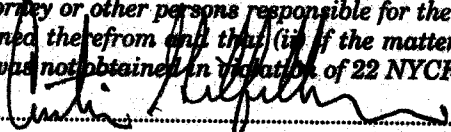
**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for Plaintiff

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: 11/25/15

Signature 

Print Signer's Name Curtis B. Gilfillan

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box

that the within is a (certified) true copy of a  
NOTICE OF ENTRY entered in the office of the clerk of the within-named Court on 20

that an Order of which the within is a true copy will be presented for settlement to the  
NOTICE OF SETTLEMENT Hon. \_\_\_\_\_, one of the judges of the within-named Court,  
at \_\_\_\_\_, on 20 \_\_\_\_\_, at \_\_\_\_\_ M.

Dated:

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

To:

Attorney(s) for

**INSYNC**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Index No.: 20812-2012E

Plaintiff,

**NOTICE OF  
CROSS MOTION  
TO COMPEL DISCOVERY**

-against-

LUQMAN SAFDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC. CITYWIDE MOBILE RESPOSE  
CORP., TRANSCARE AMBULANCE CORP., JOHN  
DOE, and JANE ROE, and ABC CORPORATION.

**Hon. Lizbeth Gonzalez**

Return Date: 10-30-15

Defendants.  
-----X

**MOTION BY:**

**WADE CLARK MULCAHY**  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
Vincent F. Terrasi, Esq.

**RETURNABLE:**

At the Supreme Court, County of Bronx the  
Courthouse located at 851 Grand Concourse,  
Bronx, New York 10451 at an IAS Motion  
Support, Room 217, on the **30th day of  
October, 2015** at 9:30 a.m.

**RELIEF REQUESTED:**

An Order compelling defendant Transcare  
Ambulance Corp. to provide responses to  
Plaintiff's discovery demands; namely the  
contract between Transcare Ambulance Corp. and  
Sports & Entertainment Physicians and the  
Transcare Ambulance Corp. personnel logbook  
for Madison Square Garden, and for such other  
and further relief as this Court may deem just and  
proper.

**SUPPORTING PAPERS:**

Affirmation in Support of Vincent F. Terrasi, Esq.  
dated October 12, 2015, and all papers annexed  
hereto.

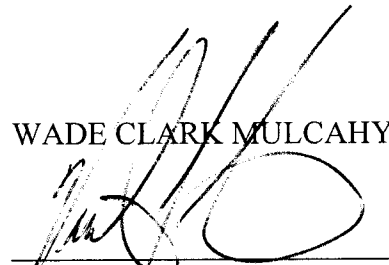
4

**ANSWERING PAPERS:**

All answering papers if any, are to be served within seven (7) days of the return date pursuant to CPLR §2214(b).

Dated: New York, New York  
October 12, 2015

WADE CLARK MULCAHY



---

Vincent F. Terrasi  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9th Floor  
New York, New York 10006  
(212) 267-1900  
Our File No.: 190.7013.3VT

TO: (See attached Affidavit)



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
MICHELLE SCUORZO,

Index No.: 28012/12

Plaintiff,

*Affirmation in Accordance  
With Uniform Rule 202.7*

LUQMAN SAFDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC. TRANSCARE AMBULANCE  
CORP.; JOHN DOE; JANE DOE; and  
ABC CORPORATION,

Defendant(s).  
-----X

VINCENT F. TERRASI, an attorney duly licensed to practice law before the Courts of the State of New York, hereby affirms the following to be true under the penalties of perjury and in accordance with 22 N.Y.C.R.R. §202.7:

1. I am Of Counsel to the law firm Wade Clark Mulcahy, attorneys for defendant BIG APPLE CAR, INC., and as such I am fully familiar with the facts and circumstances surrounding the instant action based upon a review of the file maintained by this office.

2. I make this affirmation of good faith in support Big Apple Car, Inc.'s cross motion to compel discovery from Transcare; namely the contract between Transcare Ambulance Corp. and Sports & Entertainment Physicians and the Transcare Ambulance Corp. personnel logbook for Madison Square Garden; 2) alternatively, for an Order finding those issues to which the disputed discovery is relevant to be deemed resolved in defendant BIG APPLE CAR, INC.'s favor; 3) alternatively, for an Order prohibiting and/or precluding defendant Transcare Ambulance Corp. from supporting or opposing claims or defenses to which the disputed discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in the substantive motion prior to or at trial, together with for such other and further relief as this Court may deem just and proper.

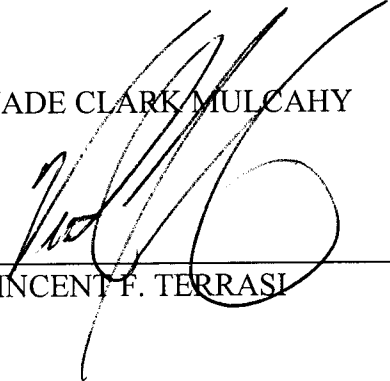
3. On October 9, 2015 your Affirmant wrote to counsel for Transcare in an effort to resolve the discovery dispute.

4. There has been no response or resolution of the issues, therefore, the Court's intervention is necessary.

**WHEREFORE**, for the reasons set forth herein, and in the accompanying affirmation in support, this Court should order the relief above.

Dated: New York, New York  
October 12, 2015

WADE CLARK MULCAHY



---

VINCENT F. TERRASI

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----x  
MICHELLE SCUORZO,

Index No.: 20812-2012

Plaintiff,

**AFFIRMATION  
IN SUPPORT  
OF CROSS MOTION**

-against-

LUQMAN SAFDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC. CITYWIDE MOBILE RESPOSE  
CORP., TRANSCARE AMBULANCE CORP., JOHN  
DOE, and JANE ROE, and ABC CORPORATION.

Defendants.  
-----x

VINCENT F. TERRASI, an attorney duly admitted to practice law in the State of New York, affirms the following to be true pursuant to CPLR §2106:

1. I am Of Counsel to the law firm of WADE CLARK MULCAHY, attorneys for the defendant, BIG APPLE CAR, INC., and as such, I am fully familiar with all of the facts and circumstances in this action.

2. I respectfully submit this affirmation in support of the instant cross-motion for an Order: 1) compelling defendant Transcare Ambulance Corp. to provide responses to Plaintiff's discovery demands; namely the contract between Transcare Ambulance Corp. and Sports & Entertainment Physicians and the Transcare Ambulance Corp. personnel logbook for Madison Square Garden; 2) alternatively, for an Order finding those issues to which the disputed discovery is relevant to be deemed resolved in defendant BIG APPLE CAR, INC.'s favor; 3) alternatively, for an Order prohibiting and/or precluding defendant Transcare Ambulance Corp. from supporting or opposing claims or defenses to which the disputed

discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in the substantive motion prior to or at trial, together with for such other and further relief as this Court may deem just and proper.

3. For the sake of brevity, we hereby incorporate by reference the factual and legal arguments made by Plaintiff in her motion and the relief requested therein.

4. BIG APPLE CAR, INC. maintains its own good faith basis for the instant cross motion. Please see annexed hereto as **Exhibit "A"**, defendant BIG APPLE's Good Faith letter to defendant Transcare dated October 9, 2015.

### CONCLUSION

WHEREFORE, it is respectfully requested that this Court issue an Order compelling defendant Transcare Ambulance Corp. to provide responses to Plaintiff's discovery demands; namely the contract between Transcare Ambulance Corp. and Sports & Entertainment Physicians and the Transcare Ambulance Corp. personnel logbook for Madison Square Garden; alternatively, for an Order finding those issues to which the disputed discovery is relevant to be deemed resolved in defendant BIG APPLE CAR, INC.'s favor; 3) alternatively, for an Order prohibiting and/or precluding defendant Transcare Ambulance Corp. from supporting or opposing claims or defenses to which the disputed discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in the substantive motion prior to or at trial, and for such other and further relief as this Court deems just and proper.

Dated: New York, New York  
October 12, 2015



---

VINCENT F. TERRASI

# **EXHIBIT “A”**



ATTORNEYS

October 9, 2015

Joelle Jensen, Esq.  
Lewis, Brisbois, Bisgaard & Smith, LLP  
77 Water Street, Suite 2100  
New York, New York 10005

Re: Michelle Scuorzo v. Luqman Safdar, Fayyaz Ahmad, Big Apple Car, Inc.,  
Transcare Ambulance Corp., *et al.*  
Index No.: 20812/2012  
Our File No.: 190.7013.3VT

Dear Counselors:

Please let this letter serve as our good faith attempt to resolve the outstanding discovery dispute relative to the personnel logs for the day in question as prepared by Transcare Ambulance Corp. which indicate the ambulance personnel and staffing were present at MSG.

To date, we have received no further supplemental response to our post deposition demand dated August 7, 2015, now that your employee Julia Villa testified to the specific current location of the logs in question, nor have we received a response from you to our Notice of Physical Inspection of same personnel logs dated September 15, 2015.

Please consider this our good faith attempt to confer and resolve a discovery dispute prior to motion practice.

Thank you for your courtesy and cooperation herein.

Very truly yours,  
WADE CLARK MULCAHY

*Vincent F. Terrasi*

VFT/kc

K:\7013\oc\Good Faith Letter to Lewis Brisbois et al.docx

cc:

Joelle Jensen, Esq.  
Lewis, Brisbois, Bisgaard & Smith, LLP  
October 9, 2015  
Page 2

cc:

Albert Buzzetti, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
467 Sylvan Avenue,  
Englewood Cliffs, NJ 07632  
Your File No.: 10085

Law Offices of Nancy L. Isserlis  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101

**AFFIDAVIT OF SERVICE**

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

I, Kathleen Cush, being duly sworn, deposes and says:

I am not a party to the within action, I am over 18 years of age, and I reside in Brooklyn, New York.

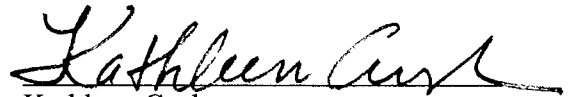
On October 12, 2015, I mailed the within **NOTICE OF CROSS-MOTION, AFFIRMATION OF GOOD FAITH AND AFFIRMATION IN SUPPORT**, by depositing a true copy thereof, enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, addressed to each of the following persons at the last known address set forth after each name:

Albert Buzzetti, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
467 Sylvan Avenue,  
Englewood Cliffs, NJ 07632  
201-308-5313  
201-816-3644 Fax

Joelle T. Jensen, Esq.  
Lewis, Brisbois, Bisgaard & Smith, LLP  
Attorneys for Defendant Transcare Ambulance Corp.  
77 Water Street, Suite 2100  
New York, New York 10005  
(212) 232-1300  
(212) 232-1399 Fax  
File No. 19995.573



Robert Giovinazzi, Esq.  
Law Offices of Nancy L. Isserlis  
Attorneys for defendants Luqman Safdar and Fayyaz Ahmad  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
718-361-1514  
F: 347-418-3839  
File No: 30635

  
Kathleen Cush

Sworn to before me on  
October 12, 2015

  
\_\_\_\_\_  
NOTARY PUBLIC

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR; FAYYAZ AHMAD; BIG  
APPLE CAR, INC. CITYWIDE MOBILE RESPOSE CORP.,  
TRANSCARE AMBULANCE CORP.; JOHN DOE; and  
JANE ROE; and ABC CORPORATION.

Defendants.

NOTICE OF CROSS MOTION, AFFIRMATION OF GOOD FAITH AND AFFIRMATION IN SUPPORT

**Wade Clark Mulcahy  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
(212) 267-1900  
Our File No.: 190.7013.3VT**

To: \*\*\*

Attorney(s) for \*\*\*

Service of a copy of the within \*\*\* is hereby admitted.

Dated: \*\*\*

.....  
Attorney(s) for \*\*\*

PLEASE TAKE NOTICE

- that the within is a (certified) true copy of a \*\*\*
- entered in the office of the clerk of the within named Court on \*\*\*

NOTICE OF  
ENTRY

- 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 \*\*\*, at \*\*\* .

NOTICE OF  
SETTLEMENT

Dated: \*\*\*



# NYSCEF - Bronx County Supreme Court

## Confirmation Notice



This is an automated response for Supreme Court / Court of Claims cases. The NYSCEF site has received your electronically filed document(s) for:

**Michelle Scuorzo - v. - Luqman Safdar et al**

**20812/2012E**

### Documents Received on 10/12/2015 01:19 PM

Doc #	Document Type	Motion #
238	NOTICE OF CROSS-MOTION Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	007
239	AFFIDAVIT OR AFFIRMATION IN SUPPORT OF CROSS-MOTION Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	007
240	AFFIRMATION Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	007
241	EXHIBIT(S) A Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	007
242	AFFIRMATION/AFFIDAVIT OF SERVICE Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	007
243	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING Does not contain an SSN or CPI as defined in 202.5(e) or 206.5(e)	007

### Filing User

Name: **NICOLE Y BROWN**  
 Phone #: **212-267-1900**  
 Fax #:  
 E-mail Address: **nbrown@wcmlaw.com**  
 Work Address: **111 Broadway - 9th Floor  
 New York, NY 10006**

**Hon. Luis M. Diaz, Bronx County Clerk**

Phone: 718-590-8122 (fax) Website: <http://www.bronxcountyclerkinfo.com/law>

**NYSCEF Resource Center - EFile@nycourts.gov**

Phone: (646) 386-3033 Fax: (212) 401-9146 Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)

2015 OCT 13 11:12  
 2015 OCT 13 11:12  
 2015 OCT 13 11:12



# NYSCEF - Bronx County Supreme Court Confirmation Notice



Michelle Scuorzo - v. - Luqman Safdar et al

20812/2012E

## Authorized Agent

Name: **BOBBI MARTINEZ**

Phone #: **212-233-4040**

Fax #:

E-mail Address: **efileamericanclerical@gmail.com**

Firm/Business Name: **inSync Litigation Support, LLC**

Work Address: **75 MAIDEN LANE  
11th floor  
NEW YORK, NY 10038**

## E-mail Notifications

An e-mail notification regarding this filing has been sent to the following address(es) on  
10/12/2015 01:19 PM:

**BROWN, NICOLE Y - nbrown@wcmlaw.com**

**BUZZETTI, ALBERT L - abuzzetti@tristatelaw.com**

**GILFILLAN, CURTIS BRUCE - cgilfillan@tristatelaw.com**

**HURZELER, NICHOLAS P - hurzeler@lbbslaw.com**

**ISSERLIS, NANCY L - nisserlis@herefordinsurance.com**

**JENSEN, JOELLE TANTALO - jjensen@lbbslaw.com**

**LEE, JUNG J - jlee@wcmlaw.com**

**RUSSO, ALAN S - arusso@russotoner.com**

**TERRASI, VINCENT FRANK - vterradi@wcmlaw.com**

**WANG, DANIEL DAVID - dwang@lbbslaw.com**

**NOTE: If submitting a working copy of this filing to the court, you must include  
as a notification page firmly affixed thereto a copy of this Confirmation Notice.**

---

**Hon. Luis M. Diaz, Bronx County Clerk**

Phone: 718-590-8122 (fax) Website: <http://www.bronxcountyclerkinfo.com/law>

---

**NYSCEF Resource Center - EFile@nycourts.gov**

Phone: (646) 386-3033 Fax: (212) 401-9146 Website: [www.nycourts.gov/efile](http://www.nycourts.gov/efile)

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO

Index No.

20812-2012E

(\_\_\_\_\_, J.)

Plaintiffs,

- against -

LUQMAN SAFDAR, et al.

Defendants.

REDACTION COVER PAGE

CHECK ALL THAT APPLY:

- The document filed contains no confidential personal information, as defined in 22 NYCRR 202.5(e).
- The document filed is REDACTED in accordance with 22 NYCRR 202.5(e).
- The document filed is UN-REDACTED in accordance with 22 NYCRR 202.5(e).
- (a) The document filed contains SSN (as authorized by the order specified below).
- (b) The document filed contains confidential personal information as defined under 22 NYCRR 202.5(e) (as authorized by the order specified below).
- This document was previously filed REDACTED.  
Date:
- This document was previously filed UN-REDACTED.  
Date:
- The document filed seeks a remedy under 22 NYCRR 202.5(e)(2).
- The document filed seeks a remedy under 22 NYCRR 202.5(e)(3).
- Additional information:

1430  
DA10

There is a previously filed order of the Court regarding this document:

yes /  no

- Date of order:
- Date order filed:
- Other identifying information for such order:

The order of the Court is being filed with the redacted / un-redacted document:  yes /  no

- Date of order:
- Other identifying information for such order:

Signature of filer:

Print Name: Vincent F. Ferrasi, Esq.

Counsel appearing for: Defendant - Big Apple Car Inc. (name of party)

Filer is Unrepresented / Pro se:  yes /  no

Date: 10/10/2015

# ALBERT BUZZETTI & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

ALBERT BUZZETTI \*<sup>o</sup>  
JOHN F. GOLDEN \*<sup>o</sup>  
JACQUELINE A. BUZZETTI †  
EDWARD J. BRUTON, JR.\*<sup>o</sup>  
STEVEN M. DAVIS \*  
CURTIS B. GILFILLAN \*‡

467 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632  
TELEPHONE (201) 816-3733 • FACSIMILE (201) 816-3644

521 FIFTH AVENUE, SUITE 1700, NEW YORK, NY 10175  
TELEPHONE (212) 564-9009

MEMBER OF:  
NJ & NY BARS \*  
NJ BAR \*  
NY BAR †  
PA BAR ‡  
PARTNER<sup>o</sup>

November 25, 2015

Via Federal Express

inSync Litigation Support  
75 Maiden Lane, 11<sup>th</sup> Floor  
New York, New York 10038  
**Attn: White Team**

Re: Michelle Scuorzo vs. Luqman Safdar, et al  
Index No.: 20812/12E  
Our File No.: 10085

Dear Sir/Madam:

Attached hereto are the following documents for filing:

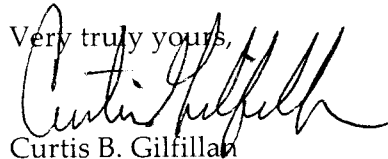
- Original and one (1) copy of Reply Affirmation
- Affidavit of Service by Mail

Kindly E-file same and submit working copies. Kindly return a stamped "filed" copy to our office.

Should you have any questions or comments, please feel free to contact our office.

Thank you for your attention to this matter.

Very truly yours,



Curtis B. Gilfillan

CBG/lf  
w/enclosures

10:01 AM 27 NOV 2015

711  
30

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

\_\_\_\_\_  
MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.,

Defendants.  
\_\_\_\_\_

Index No.: 20812-2012

**REPLY AFFIRMATION**

Hon. Laura G. Douglas

**CURTIS B. GILFILLAN, ESQ.**, an attorney duly admitted to practice law by and  
before the Courts of the State of New York, hereby affirms under the penalty of perjury:

1. I am associated with the law firm of Albert Buzzetti & Associates, LLC, attorneys for the Plaintiff in the above-referenced matter. As such, I am familiar with the facts and circumstances surrounding this matter based on a review of the file maintained by my office and my participation in the proceedings heretofore had herein.
2. I submit this Affirmation in Reply to Defendant Transcare's Affirmation in Opposition and in further support of Plaintiff's motion for an order pursuant to CPLR §§3124 and 3126: 1) compelling Defendant Transcare to provide responses to Plaintiff's discovery demands; namely the contract between Transcare and Sports & Entertainment Physicians and the Transcare personnel logbook for Madison Square Garden; 2) alternatively, for an

order finding those issues to which the disputed discovery is relevant to be deemed resolved in Plaintiff's favor; 3) alternatively, for an order prohibiting and/or precluding Defendants from supporting or opposing claims or defenses to which the disputed discovery is relevant and from producing any of the disputed items as demanded into evidence or other use in any substantive motion prior to or at trial; together with such other, further and different relief that this Court may deem just and proper, including but not limited to the costs and attorneys fees incurred in the making of the instant motion.

3. The contract and personnel log in question are essential evidence to Plaintiff's claims as against Transcare in the instant lawsuit wherein Plaintiff alleges the improper emergency response by a Transcare ambulance to Madison Square Garden in a non-emergent situation, which improper emergent response, using lights and sirens and proceeding through a red light caused a second vehicle to swerve in avoidance of the ambulance and strike Plaintiff, a pedestrian on the sidewalk. It is alleged that the ambulance in question was responding to Madison Square Garden in an emergency mode (and disregarding traffic laws) due to an improper staffing issue and not because it was responding to an injury call requiring urgent response. By its nature this issue raises some serious public policy issues as to the safety of the citizens of New York City.

4. The contract and personnel logbook will, upon information and belief, identify the number of ambulances Transcare was to have at Madison Square Garden for the Big East Tournament in question and the number of ambulances and driver/EMTs were actually present. This goes directly to the issue of Transcare staffing the event in question



improperly and calling an ambulance in under emergency mode (where it ran with lights and sirens and against red lights) just to have the proper staffing, rather than in response to an actual injury requiring the emergent provision of medical services. Defendant Transcare alleges the affirmative defense of “emergency response” under VTL §1104, however, in order to receive the benefit of this defense, the ambulance must be in an emergency operation. Responding to a staffing issue and not a medical emergency and does not qualify as an emergency response. The contract and personnel log are crucial evidence necessary for Plaintiff to address an argument and issue initially raised by the Defendant Transcare.

5. Defendant Transcare’s argument that the instant matter is a “fishing expedition” is misplaced. It is wholly within reason and good faith to believe that a contract to provide ambulance services to a particular venue will discuss/address the number of ambulances to be provided, and that the logbook will indicate the number of ambulances/drivers that were actually present. As discussed above, and in the papers below, this issue is a central focus of the case, and is an affirmative defense raised by the Defendant Transcare.
6. Similarly, Plaintiff is not proffering support of a breach of contract claim here, but rather seeking information/discovery as some evidence of negligence of the Defendant in negligently operating an ambulance in an emergency mode, when same was not called for, and causing injury to a pedestrian when she was struck by a livery cab trying to avoid the improperly operating ambulance.

7. Even in this Court were to consider Defendant Transcare's argument under the Espinal v. Melville Contrs., 98 N.Y.2d 136 (2002) case, Defendant Transcare's actions in sending an ambulance in emergency mode through New York City under lights and sirens and running red lights to solve a staffing problem rather than responding to a medical emergency could be classified as nothing other than "launching a force or instrument of harm". This can hardly be seen as a passive omission.
8. The causal connection of this argument to the happening of the accident is clear, and Defendant Transcare's argument in this light is misplaced. In fact, Defendant Transcare has raised the issue in question as to the status of the ambulance being in "emergency operation" by their proffer of the VTL §1104 Emergency Response affirmative defense. They cannot now argue that the issue is irrelevant.
9. With respect to Defendant Transcare's argument as to the privileged and confidential nature of the contract in question, said arguments can be easily address through redaction and/or confidentiality restrictions imposed by the Court, inasmuch as Plaintiff is only seeking a very narrowly tailored category of information within the contract. Plaintiff has offered such a compromise to Defendant, however, same has been rebuffed and Defendant Transcare continues to refuse to disclose the contract in question.
10. In addressing the issue of the "ownership" of the personnel log in question, a review of the totality of the evidence, especially the response by Roberta Tarshis, the MSG attorney, to the Plaintiff's post deposition demand for the log, clearly indicates that Transcare has

ownership, control, access and at least shared possession of the logbook in question, and the ability to produce same in response to the underlying demand of Plaintiff.

11. Annexed hereto as **Exhibits “A”, “B” and “C”** are the more complete excerpts of the deposition transcripts of David Konig and Julia Villa, Transcare Supervisors, and Karen Hoffman, the Madison Square Garden Director of Event Services. The attached excerpts clearly show that Transcare employees filled out the logbook as to employees present at Madison Square Garden, that Transcare employees have the key cards to access the logbooks and that Madison Square Garden contacts Transcare to obtain information from the logbooks when Madison Square Garden has questions as to personnel.
12. Transcare’s arguments that ownership of the records and access to them is controlled by Madison Square is completely belied by the Madison Square Garden attorneys response to the e-mail demand by Plaintiff after the non-party deposition of MSG employee Karen Hoffman for the logbook in question, where Roberta Tarshis specifically responded that: “Those logbooks are the records of Transcare. They give MSG access to them but Transcare maintains them and controls access. You need to direct this request to them.” This response is crystal clear as to the ownership, access and control of and over the logs as belonging to Transcare. A copy of the demand and response is annexed hereto as **Exhibit “D”**.
13. Transcare likewise attempted to obtain copies of the contract and logbook in question directly from Sports & Entertainment Physicians by way of non-party subpoena dated

March 30, 2015. In response to the subpoena, Sports & Entertainment physicians provided that it is not in possession of the contract in question nor the logbook in question. A copy of the non-party subpoena and response are annexed hereto as **Exhibit “E”**.

14. Based on the foregoing, and contrary to the assertions of Defendant Transcare, the ownership, access and control of and over the logbook in question as being within the purview of Defendant Transcare is beyond a doubt.
15. Much as with the contract, Plaintiff is not seeking any protected information from the logbook in question, but is rather seeking a very limited scope of materials/information from same; namely the personnel sign-ins for the date of the accident, the remainder of the information can be easily redacted and/or addressed by way of in camera review by the Court.
16. The demands in question are finely tailored, precision discovery demands seeking materials centrally relevant to issues and defenses as raised by Defendant Transcare in the first instance. Defendant Transcare knew or should have known of the propriety of the demands and the material relevancy of the materials sought and ought to have disclosed same, but rather have wilfully and contumaciously refused to do so inasmuch as the documents requested are likely to be adverse to their defense of this action.

**WHEREFORE**, it is respectfully requested that Plaintiff's motion be granted in its entirety, together with such other, further and different relief as this Court deems just and proper, including an award of counsel fees and costs relative to the making of the instant motion.

Dated: Englewood Cliffs, NJ  
November 25, 2015



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A

1 D. KONIG

2 MR. GILFILLAN: What I'm trying  
3 to get at here, what I'm trying to  
4 ask, and what you're obstructing, is  
5 I'm trying to figure out what  
6 paperwork or documentation is  
7 generated, okay, if they have to call  
8 an ambulance, which they did, that  
9 was not at the Garden, which it  
10 wasn't.

11 Q. Is there any documentation to  
12 show that?

13 MR. TERRASI: Is that a  
14 question?

15 MR. GILFILLAN: Yes.

16 MR. TERRASI: Read back the  
17 question.

18 (Whereupon, the referred to  
19 question was read back by the  
20 Reporter.)

21 MR. TERRASI: I'm going to  
22 object to the form.

23 A. Not to my knowledge.

24 Q. Back in 2010, were there any  
25 logs to indicate who particularly was

1 D. KONIG

2 assigned to Madison Square Garden events,  
3 such as the Big East Tournament?

4 A. There would have been a  
5 schedule.

6 Q. And that would indicate which  
7 units were assigned to be standby at  
8 Madison Square Garden?

9 A. No. That would indicate the  
10 personnel.

11 Q. Anything other than the  
12 schedule that would show which personnel  
13 were assigned to Madison Square Garden?

14 A. Assigned, no. There would be a  
15 record of who was actually there. Um,  
16 occasionally people who are assigned call  
17 out or off, whatever. And, so,  
18 replacements would be brought in. And, so,  
19 they would actually sign in the book.  
20 Everybody signs in a log that's kept at the  
21 Garden, your state number and your name.

22 Q. Is that a Transcare book or is  
23 that --

24 A. No.

25 Q. -- a Madison Square Garden



1 D. KONIG

2 book?

3 A. It's a, as far as I know, a  
4 Madison Square Garden book.

5 Q. Is that specifically called  
6 anything?

7 A. Not to my knowledge.

8 The book.

9 Q. Other than the book, is there  
10 any other documentation to indicate what  
11 Transcare personnel were assigned on  
12 standby at Madison Square Garden? At any  
13 given time in 2010?

14 A. The schedule.

15 Q. That's it?

16 A. Yes.

17 Q. If someone were assigned and  
18 did not make it to their assignment on a  
19 given day, would there be any documentation  
20 of that?

21 A. There should be an entry into  
22 their employee record for an absence.

23 Q. Well, let me ask you this, sir.

24 If, assuming for the purpose of  
25 this question, that Matos and Tross were

1 D. KONIG

2 A. No.

3 Q. Anyone from Madison Square  
4 Garden?

5 A. Not stationed there.

6 Q. Okay.

7 A. People from Madison Square  
8 Garden are in and out of the office.

9 Q. Have you worked the Big East  
10 Tournament at Madison Square Garden before?

11 A. Um, I might have.

12 I'm not a basketball fan.

13 Q. Have you worked a Knicks event  
14 before?

15 A. Yes, sir.

16 Q. You've worked other events at  
17 the Garden, as well?

18 A. Yes, sir.

19 Q. Including hockey games?

20 A. Yes, sir.

21 Q. Is there a standard number of  
22 EMTs and/or ambulance drivers that are  
23 assigned to the Garden for a sporting  
24 event?

25 A. For the arena, yes.

1 D. KONIG

2 Q. And what would that standard  
3 number be?

4 A. Um --

5 Q. Let's limit this to 2010.

6 A. Right.

7 So, it would be two ambulances,  
8 two drivers, four EMTs, one paramedic, one  
9 supervisor.

10 Q. Four EMTs -- I didn't get the  
11 last part.

12 A. One paramedic, one supervisor.

13 Q. Other than the schedule, would  
14 there be any documentation to indicate what  
15 time any or all of those personnel arrived  
16 at Madison Square Garden on a given day?

17 A. Not to my knowledge for 2010.

18 Q. Do you know if the standard  
19 number of personnel that you've just  
20 described were assigned to Madison Square  
21 Garden for the March 11th, 2010 Big East  
22 Tournament?

23 A. I don't know.

24 Q. Do you know if there were any  
25 ambulance drivers or EMTs present at

1 D. KONIG

2 "D" is a discharge.

3 Q. Is there any indicator for a  
4 transport that's non-emergent?

5 A. Admission or discharge.

6 Q. Okay.

7 A. "O" is also non-emergent.

8 Those are usually for patients who are  
9 going to their doctor's appointments.  
10 Private doctor's offices.

11 Q. And would all calls from the  
12 Garden be dispatched as emergent calls,  
13 code one calls?

14 A. Yes.

15 Q. Next to that, it says Two Penn  
16 Plaza. Do you see that?

17 A. Yes, sir.

18 Q. What does that indicate to you?

19 A. That is the address for Madison  
20 Square Garden.

21 Q. And to the right of that there  
22 is an asterisk, A dash. What does that  
23 mean to you, if anything?

24 A. That just means that it's a  
25 priority account.

1 D. KONIG

2 Q. And what does a priority  
3 account mean?

4 A. It's basically -- it's not a  
5 health care facility. So, therefore, all  
6 responses there are generally going to be  
7 emergencies.

8 Q. I didn't hear the last part.

9 A. Are generally going to be  
10 emergencies.

11 Q. So, anything off an A list  
12 client is generally going to be an  
13 emergency?

14 A. Yes.

15 Q. Regardless of what the injury  
16 or condition is?

17 A. It's going to be dispatched as  
18 an emergency.

19 Q. And when you say "A list  
20 client," that would be Madison Square  
21 Garden would qualify as an A list client?

22 A. Yes.

23 They are not a health care  
24 facility.

25 Q. Once we get below that top

D. KONIG

1  
2 place?

3 A. No.

4 MR. TERRASI: I have nothing  
5 further.

6 Thank you very much.

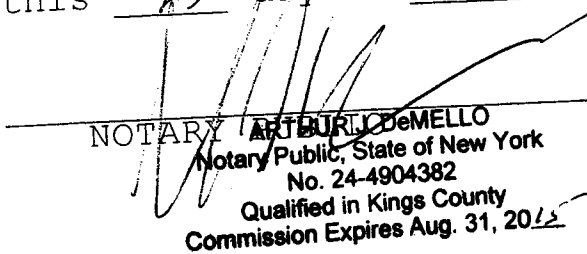
7 MR. POMERANCE: Thank you.

8 MR. GILFILLAN: I have no  
9 further questions.

10 (Whereupon, at 4:09 p.m., the  
11 examination of this witness was  
12 concluded.)

13  
14   
15 DAVID KONIG

16  
17 Subscribed and sworn to before me  
18 this 25 day of March 2015.

19  
20   
21 NOTARY **ARTHUR DeMELLO**  
22 Notary Public, State of New York  
23 No. 24-4904382  
24 Qualified in Kings County  
25 Commission Expires Aug. 31, 2015

1 J. VILLA

2 Transcare?

3 A. What are my other duties?

4 Q. Yes.

5 A. I'm a supervisor as well.

6 Q. When did you first become a  
7 supervisor for Transcare?

8 A. A year and a half after I  
9 started working with the company.

10 Q. Do you know what approximate  
11 year that would have been?

12 A. I think I started back in 2001.  
13 Maybe between 2002, 2003, roughly.

14 Q. Between 2002 and 2003, you  
15 became a supervisor and when you began  
16 working for Transcare, you were still an  
17 EMT basic and a supervisor as well?

18 A. Yes.

19 Q. What were your duties and  
20 responsibilities, particularly, as a  
21 supervisor, if they differed at all from  
22 that of an EMT basic?

23 A. There's just a couple added  
24 stuff onto the EMT basic. I would -- I'm  
25 in charge of making sure my staff members

1 J. VILLA

2 Q. Prior to March 11th of 2010,  
3 have you had the opportunity to work at  
4 Madison Square Garden as a supervisor?

5 A. Yes.

6 Q. Prior to March 11th, 2010, have  
7 you had the opportunity to work at Madison  
8 Square Garden as a supervisor for the Big  
9 East Tournament?

10 A. Yes.

11 Q. How many occasions prior to the  
12 2010 tournament had you worked the Big East  
13 Tournament at Madison Square Garden?

14 A. I would say every single one.

15 Q. Since you've been employed?

16 A. Since I've been there, yes.

17 Q. You were always working in your  
18 capacity as a supervisor at Madison Square  
19 Garden during the Big East Tournament?

20 A. And EMT, yes.

21 MR. TERRASI: Can I just get  
22 that last question read back?

23 (Whereupon, the referred-to  
24 question was read back by the  
25 Reporter.)



1 J. VILLA

2 ambulances that would be assigned to  
3 Madison Square Garden on a particular day  
4 for the Big East Tournament?

5 A. Yes.

6 Q. How many ambulances was that?

7 A. Two.

8 Q. Was that always the same?

9 A. I believe so, yes.

10 Q. As best as you can recall,  
11 there would have been two ambulances  
12 assigned to Madison Square Garden for the  
13 Big East Tournament on March 11th, 2010?

14 A. Yes.

15 Q. Do you know which two  
16 ambulances were assigned on March 11th,  
17 2010?

18 A. Only by looking at the ACR.

19 Q. And that would be?

20 A. 815, I believe.

21 Q. There's an exhibit number on  
22 the top.

23 A. Let me make sure it's the right  
24 one.

25 Q. Just to clarify, you're looking

1 J. VILLA

2 A. Well, we would have sign-in  
3 sheets. Like, when they would come in for  
4 their shift, they would sign in.

5 Q. Other than that and personnel  
6 records, are you aware of anything that  
7 would indicate who worked at Madison Square  
8 Garden for Transcare on March 11th, 2010?

9 A. We also keep a logbook at  
10 Madison Square Garden where they would sign  
11 in as well.

12 Q. Do you know what that logbook  
13 was called?

14 A. We just call it the MSG logbook  
15 or the doctor logbook.

16 Q. Do you know who keeps,  
17 physically keeps, possession of that  
18 logbook?

19 A. Madison Square Garden.

20 Q. And you work at Madison Square  
21 Garden, generally, today for Transcare,  
22 currently?

23 A. Yes.

24 Q. Is there a logbook there?

25 A. Yes.

1 J. VILLA

2 Q. Do you know what happens to the  
3 old logbooks?

4 A. They're kept.

5 Q. They're still at Madison Square  
6 Garden?

7 A. I believe so, yes.

8 Q. Do you have access to those?

9 A. Yes.

10 Q. Would it be possible for the  
11 next time you were at the Garden to go to  
12 that area and look up the logbook from  
13 2010?

14 A. Yes.

15 Q. Are they kept that far back at  
16 Madison Square Garden?

17 A. I believe so, yes.

18 Q. As you sit here today, do you  
19 know if Leangy Matos and Christian Tross  
20 were assigned to work at Madison Square  
21 Garden on March 11th, 2010?

22 A. Not that I recall.

23 Q. Did you ever see them at  
24 Madison Square Garden on March 11th, 2010?

25 A. On that specific day, I can't

1 J. VILLA

2 A. The first one was -- what time  
3 did they depart? They departed at 1752.

4 Q. Which translates into what  
5 nonmilitary time, roughly 4:52?

6 MS. JENSEN: Five.

7 A. No, 5:52.

8 Q. So the first ambulance  
9 transport from Madison Square Garden on  
10 March 11th, 2010 is 5:52, correct?

11 A. That it left the building, yes.

12 Q. So there were two ambulances  
13 that would have been present at Madison  
14 Square Garden. That would have been the  
15 first of the two to depart to the hospital,  
16 correct?

17 MS. JENSEN: Note my objection.

18 Q. Do you see any other ambulance  
19 dispatches that were before 5:52 from  
20 Madison Square Garden?

21 A. Not before this time, no.

22 Q. And you would have had to have  
23 two ambulances present at Madison Square  
24 Garden at all times, correct? To start the  
25 shift, there would have been two

1 J. VILLA

2 ambulances, correct?

3 A. There's -- well, normally,  
4 there is two.

5 Q. When the Big East Tournament  
6 started that morning, there were two  
7 ambulances, correct?

8 A. I can't recall if they were  
9 both there. They are supposed to be there.

10 Q. It's possible that only one  
11 ambulance is there?

12 A. It's possible, yes.

13 Q. Is there any record that would  
14 indicate, other than this Madison Square  
15 Garden sign-in log, as to what ambulances  
16 would have been there at 5:52 when that  
17 departed?

18 A. No, because people -- when they  
19 sign in, they sign in the time that they  
20 come into.

21 Q. Who is it, the ambulance driver  
22 and the EMT who sign in or just one or the  
23 other? How does that work?

24 A. Everyone, when reporting to the  
25 venue to work, everyone reports to the

1 J. VILLA

2 venue. Sometimes you have a tech that will  
3 meet the driver at the base and ride up  
4 with the ambulance, but back then, we  
5 didn't have that. So everyone would just  
6 show up at the venue. So that means the  
7 driver could just come in by themselves and  
8 once everyone is in the office, I guess you  
9 could call it, like, a little role call.  
10 Everybody comes in. They sign. They sign  
11 in. They sign in the book, they sign in  
12 the log sheet and then they're dispatched  
13 to their locations where they have to be  
14 posted.

15 Q. That would be the drivers and  
16 the EMTs and the supervisors, everybody  
17 signs in the logbook?

18 A. Everybody signs in.

19 Q. There was role call you said?

20 A. It's not --

21 Q. Informal role call?

22 A. Right.

23 Q. Were you present at the role  
24 call on March 11th, 2010?

25 A. Most likely, yes.

1 J. VILLA

2 Q. Do you recall if there were two  
3 ambulance drivers there during the role  
4 call?

5 A. I can't recall.

6 Q. Would that have been an unusual  
7 thing, to start the Big East Tournament  
8 with only one ambulance driver present?

9 A. No, because a lot of things  
10 happen.

11 Q. Was it unusual?

12 A. I can't remember for that time.

13 Q. But in any event, the MSG  
14 logbook that should still be there would  
15 have a complete listing of everybody who  
16 was there at the start of the Big East  
17 Tournament that day, correct?

18 A. Yes. Well, there's no time  
19 separating -- in the logbook, they don't  
20 put in -- well, we put in the time and  
21 everybody signs in under that time. The  
22 log sheet, they're supposed to put the time  
23 that they arrive at the venue. So it's  
24 different, but they do sign in.

25 Q. So the person and arrival times

1 J. VILLA

2 legal books.

3 Q. A legal ledger?

4 A. I believe that's what they call  
5 it.

6 Q. Does it have a hard cover?

7 A. Hard cover, numbers on the  
8 pages, yes.

9 Q. When was the last time you saw  
10 the logbook prior to the 2014 to present  
11 logbook?

12 A. Which?

13 Q. We talked about the fact,  
14 before, that there were logbooks going back  
15 in time prior to this and that they were  
16 also maintained at Madison Square Garden?

17 A. Right.

18 Q. Where, physically, are those  
19 prior logbooks maintained in Madison Square  
20 Garden?

21 A. The prior logbooks are in the  
22 doctor's office in the back.

23 Q. On the fifth floor?

24 A. Yes.

25 Q. Where in the doctor's office



1 J. VILLA

2 are they?

3 A. In the desk drawer.

4 Q. Is there only one desk?

5 A. In the doctor's office, yes.

6 Q. When was the last time you saw  
7 those prior logbooks? I don't mean look  
8 through them, but physically saw the actual  
9 ledgers in the desk drawer.

10 A. They're visible. They're out  
11 there. Whenever you're in the doctor's  
12 office, you'll see them.

13 Q. Within the last six months,  
14 last year?

15 A. Yes, it's recent.

16 Q. Within the last six months?

17 A. Even, probably, before that.  
18 Probably within the last month.

19 Q. Within the last month, you saw  
20 them there?

21 A. Probably, yes.

22 Q. Hypothetically speaking, if you  
23 wanted to gain access to look into those  
24 prior books, how would you go about that  
25 process?

1 J. VILLA

2 A. The only time I have had to  
3 look through those books is when there's a  
4 case that's pending with Madison Square  
5 Garden and Madison Square Garden people  
6 come and tell me what they're looking for,  
7 the dates and stuff. That's the only time  
8 I would go into that book. When the people  
9 from Madison Square Garden come and request  
10 it.

11 Q. So if they needed to know who  
12 was working on a particular date, Madison  
13 Square Garden personnel would ask you and  
14 you would look in the book and tell them  
15 what ambulance personnel that day?

16 A. They keep those books not for  
17 who we had working, but most of the time  
18 it's for the patient that was seen because  
19 of something that happened. That's, more  
20 particular, what they look for. They look  
21 for the patient on that day and what  
22 happened because sometimes the doctor sees  
23 those patients.

24 Q. Madison Square Garden personnel  
25 would come to you and then you would look

1 J. VILLA

2 A. No, I can't recall.

3 Q. Do you know what his title or  
4 role at Madison Square Garden is?

5 A. I don't know for sure, but he's  
6 something like the vice president or  
7 assistant to the president of guest  
8 relations or guest services. I don't know  
9 exactly what his title is.

10 Q. How far back have you looked in  
11 the records at their request?

12 A. At their request, I can't  
13 remember, but I know it's, like -- it's  
14 been years.

15 Q. So the records go back to 2010  
16 and prior?

17 A. I believe so, yes.

18 Q. Do you know what the earliest  
19 record you've looked up is?

20 A. I don't remember.

21 Q. Is that doctor's desk drawer  
22 locked?

23 A. Sometimes it is. Well, not the  
24 desk drawer itself.

25 Q. The office?

1 J. VILLA

2 A. The office, yes.

3 Q. Do you have a key to the  
4 office?

5 A. Yes, we do.

6 Q. Do you have a key to the desk  
7 drawer?

8 A. No. Like I said, usually, the  
9 office is locked, not the desk drawer.

10 Q. So if you got into the office,  
11 you would have access to the drawer?

12 A. Yes.

13 MR. TERRASI: Can I ask  
14 something real quick?

15 MR. GILFILLAN: Sure.

16 MR. TERRASI: When you use the  
17 term doctor's office, when you use  
18 the term medical office, are you  
19 describing the same place?

20 THE WITNESS: It's the same  
21 place but it's separate rooms.  
22 They're only separated by a door.

23 MR. TERRASI: Is the doctor's  
24 office within the medical office?

25 THE WITNESS: Yes. It's just a

1 J. VILLA

2 Does each individual person who has  
3 something to write in the book write in the  
4 book?

5 A. No. Only the doctor's the one  
6 who writes into that logbook.

7 Q. What about the attendance?

8 A. My typical day, when I go there  
9 and we have an event, I'll stamp the book.  
10 I'll fill out the parts of the little  
11 stamp, which is the date, the event, the  
12 time the office opened, yadda, yadda,  
13 yadda. The crew members, they'll come in.  
14 They'll sign in where it says EMTs.  
15 They'll sign in with their name and their  
16 state ID numbers and they'll sign that in.  
17 That's it.

18 Q. And then the book becomes the  
19 doctor's for the rest of the event?

20 A. That is correct.

21 Q. What about in the case of a  
22 doubleheader like this? Is there a second  
23 sign-in process for the second event?

24 A. Sometimes there is. Depending  
25 on if there was a dismissal or if there

1 J. VILLA  
2 wasn't a second stamping. If there's going  
3 to be a whole new crew, then the book  
4 should be stamped again and filled out with  
5 that second set of people that are coming  
6 in, but if it's the same set of people all  
7 day, it will be marked, the times that they  
8 were there and the dismissal times.  
9 Everything would be marked, but in that one  
10 section.

11 Q. We've basically established  
12 that you were working that day, correct?

13 A. Yes, because I see my  
14 handwriting.

15 Q. So the stamping would have been  
16 done by you, correct?

17 A. Not necessarily, but majority  
18 of the time, yes, it is done by me.

19 Q. Who else would have done it?

20 A. Whoever gets there first. All  
21 of the crew members, they know to go in and  
22 we all help each other out and get the ball  
23 rolling.

24 Q. What if it were a complete  
25 replacement of the crew? What if it was

1 J. VILLA

2 just a partial replacement?

3 A. I would stamp it again.

4 Q. You would?

5 A. Yes, I would.

6 Q. But that doesn't necessarily  
7 mean everybody else would?

8 A. That is correct.

9 Q. The only way to know that is to  
10 actually look at that log, right?

11 A. That is correct.

12 Q. If it was stamped once or  
13 twice?

14 A. Right.

15 Q. And that log would also tell us  
16 if any staff were replaced?

17 A. Yes, because they would have to  
18 have signed in.

19 Q. Only special ops people work at  
20 the Garden, correct?

21 A. That's correct.

22 Q. Christian Tross, do you know  
23 that person to be a special ops person?

24 A. Yes, he is.

25 Q. And Leangy Matos, you know her



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ATTORNEYS AT LAW

ATTORNEYS

September 3, 2015

Lewis, Brisbois, Bisgaard & Smith, LLP  
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Re: Michelle Scuorzo v. Luqman Safdar, Fayyaz Ahmad, Big Apple Car, Inc.,  
Transcare Ambulance Corp., *et al.*  
**Transcript of Witness – Julia Villa – taken on August 17, 2015**  
Our File No.: 190.7013.3VT

Dear Counselors:

We enclose a copy of the transcript of your client's deposition in the above captioned matter.

After reading this transcript, if you find any discrepancies, either in the question as asked or in the answer as given, please fill in the errata sheet provided on page 107.

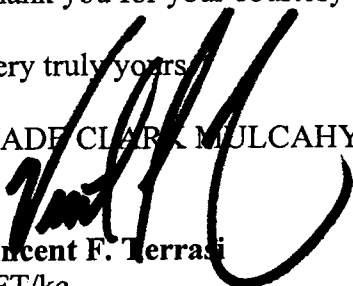
The transcript should be signed and notarized. If corrections have been made on a separate sheet of paper, that too should be signed before a notary public.

Please be advised that pursuant to Section 3116 of the CPLR, if the deposition is not returned signed and executed within sixty (60) days of this mailing, it shall be deemed executed, as is, without any changes or corrections by the person examined.

Thank you for your courtesy and cooperation herein.

Very truly yours,

WADE CLARK MULCAHY

  
Vincent F. Terrasi  
VFT/kc

**Enclosure**

K:\7013\loc\Let to Transcare - execute transcript of witness Julia Villa.docx



Lewis, Brisbois, Bisgaard & Smith, LLP  
September 3, 2015  
Page 2

cc: Albert Buzzetti, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff  
467 Sylvan Avenue,  
Englewood Cliffs, NJ 07632  
201-308-5313  
201-816-3644 Fax

Law Offices of Nancy L. Isserlis  
Attorneys for Defendants Luqman Safdar  
and Fayyaz Ahmad  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
718-361-1514  
F: 347-418-3839  
File No: 30635

1

K. HOFFMAN

2

MS. TARSHIS: At the current time?

3

MR. GILFILLAN: Yes.

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A. There are standards that we use for the majority of our events. We use the Department of Health requirements as guidelines and we exceed their requirements and our vendors know our basic staffing needs for arena and theater events which are staffed differently, two different <sup>venues</sup> ~~vendors~~.

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Q. Let me break it down. With respect to a sporting event such as a basketball game for the current time, do you require ambulances, EMT personnel and paramedics on-site during an event?

MS. TARSHIS: Are you talking about MSG or the Department of Health?

MR. GILFILLAN: MSG.

A. We do. We have two ambulances with two teams of EMTs, which would be three people per team and two paramedics and a

1 K. HOFFMAN

2 physician on-site.

3 Q. That is my next question. Are  
4 those personnel Madison Square Garden  
5 Company employees or are they outside  
6 vendors retained by Madison Square Garden?

7 A. They are an outside vendor.

8 Q. Do you know the name of the  
9 outside vendor who has a contract with  
10 Madison Square Garden currently providing  
11 services for sporting events?

12 A. We currently have a contract with  
13 Sports & Entertainment Physicians who is in  
14 the process of changing their name to  
15 CrowdRx and they subcontract ambulance  
16 services to Transcare while they provide  
17 physician services directly.

18 Q. That's at the current time?

19 A. Correct.

20 MS. JENSEN: What is the name that  
21 they are changing into?

22 THE WITNESS: CrowdRx.

23 Q. Do you know if the same  
24 relationship existed back in March of 2010  
25 with respect to the outside of vendor for

1 K. HOFFMAN

2 Q. Do you know if anyone keeps track  
3 of subcontracted EMTs such as attendance  
4 records for March 11th, 2010?

5 A. I could guess that Transcare would  
6 and Sports & Entertainment Physicians  
7 possibly, but I could not say for sure.

8 Q. I don't want you to guess. If you  
9 know, that's fine. If you don't know,  
10 that's fine as well.

11 Do you have any personal knowledge  
12 as to whether Transcare and Sports &  
13 Entertainment Physicians kept a log of  
14 medical personnel including ambulance  
15 drivers and EMTs or paramedics who would  
16 have been on duty on March 11th, 2010?

17 A. I don't know.

18 Q. Do you know what a Part-18 log is?

19 A. No.

20 Q. Are you familiar with any logs  
21 that are required to be maintained during  
22 particular sporting events by the Department  
23 of Health of the State of New York where  
24 medical personnel and injured personnel are  
25 required to write down a log and the log has

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K. HOFFMAN

MR. TERRASI: I have no further questions. Thank you.

THE WITNESS: Thank you.

(Whereupon, at 3:31 p.m., the examination of this witness was concluded.)

  
KAREN M. HOFFMAN

Subscribed and sworn to before me  
this 21 day of July 2015.

  
NOTARY PUBLIC

**ARETI CHRISTOFORATOS**  
Notary Public, State of New York  
No. 02CH6212675  
Qualified in New York County  
Comm. Exp. 2017  
October 19, 2017

ERRATA SHEET

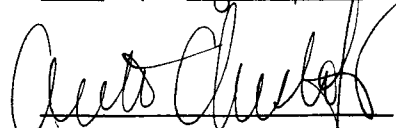
State of New York            )  
  ) ss.:  
County of \_\_\_\_\_        )

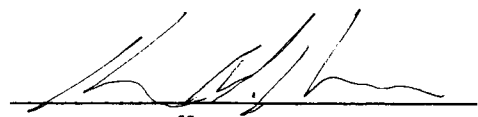
Karen M. Hoffman, being duly sworn, deposes and says:

That she has read the following Examination Before Trial Transcript and makes the following corrections:

<u>PAGE</u>	<u>LINE</u>	<u>CORRECTION</u>
10	10	stuffed differently, two different venues
16	18	Roger
46	12	bowd, not ball
117	3	leave, not leaf

Sworn to before me this  
21 day of July 2015

  
Notary Public

  
Karen M. Hoffman

ARETI CHRISTOFORATOS  
Notary Public, State of New York  
No. 02CH6212675  
Qualified in New York County  
Comm. Exp. 10/19/2018  
290 of 310

## Curt Gilfillan

---

**From:** Roberta Tarshis <RETarshis@tarshisandhammerman.com>  
**Sent:** Thursday, August 27, 2015 10:52 AM  
**To:** Curt Gilfillan  
**Subject:** RE: Scuorzo v. Big Apple

I have checked with my client  
Those log books are the records of Transcare. They give MSG access to them but Transcare maintains them and controls access  
You need to direct this request to them.

Roberta E. Tarshis  
Tarshis & Hammerman LLP  
118-35 Queens Boulevard  
Forest Hills, New York 11375  
T-718-793-5000  
F-718-793-5008  
[Retarshis@tarshisandhammerman.com](mailto:Retarshis@tarshisandhammerman.com)

**From:** Curt Gilfillan [mailto:[cgilfillan@tristatelaw.com](mailto:cgilfillan@tristatelaw.com)]  
**Sent:** Wednesday, August 19, 2015 2:07 PM  
**To:** Roberta Tarshis <RETarshis@tarshisandhammerman.com>  
**Subject:** Scuorzo v. Big Apple

Ms. Tarshis:

As you may recall, you produced Karen Hoffman of MSG as a non-party witness in the above litigation (I am plaintiff's counsel) to provide deposition testimony as to injuries at the Big East Tournament on 3/11/10. I thank you for your courtesies and assistance in that regard. I do need to follow-up with you on one additional item that has come up during a deposition of a further Transcare ambulance that took place on Monday of this week. Transcare staffing at MSG on 3/11/10 is a central issue in this litigation now – so as to determine how many ambulances were signed in at the start of the event – and the Transcare witness Julia Villa (a supervisor for Transcare at MSG events) testified that there are log books (hard cover, brown, legal sized) kept in the drawer of the desk in the doctor's office of the 5<sup>th</sup> floor medical staffing area. She testified that she last saw them less than 1 month ago. She also testified that these logs date back to 3/11/10 and contain a roll-call and sign in for Transcare personnel present.

I am writing to inquire as to possible avenues of obtaining access to these log books (particularly with respect to only the day of 3/11/10) obviously subject to any redaction for any possible HIPAA information that may be contained therein. It seems as if a number of parties have access to these logbooks yet everyone denies control over them. Subject to your objection, none of the current parties to the litigation would have any objection to their production and/or inspection. I look forward to talking to you about this.

Thank you,

Curtis Gilfillan



**Sports & Entertainment Physicians, P.C.**



**Andrew N. Bazos, M.D.**  
Diplomate, American Board of Orthopedic Surgery

May 18, 2015

Reg: Subpoena

Sports & Entertainment Physicians PC did not maintain and is not in possession of any of the records in the attached subpoena.

Sincerely,

Andrew N. Bazos



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

---

MICHELLE SCUORZO,

Index No.: 20812/12E

Plaintiff,

-against-

**SUBPOENA DUCES  
TECUM**

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE  
RESPONSE CORP., TRANSCARE  
AMBULANCE CORP., JOHN DOE, JANE  
DOE and ABC CORPORATION,

Defendants.

---

TO: Sports & Entertainment Physicians, PC  
250 W. 54<sup>th</sup> Street  
New York, New York 10019

**WE COMMAND YOU**, that all business and excuses being laid aside, you and each of you appear at the Law Offices of Albert Buzzetti & Associates, LLC, 521 Fifth Avenue, Suite 1700, New York, New York 10175 on the 4<sup>th</sup> day of May, 2015 at 10:00 a.m., in the forenoon, and at any recessed or adjourned date, and that you bring with you, and produce at the time and place aforesaid, copies of the following documents:

- 1) All contracts or agreements with Madison Square Garden and/or Transcare Ambulance Corp. For the provision of professional services at Madison Square Garden in force and effect in 2010 and March 11, 2010 specifically;
- 2) Part 18 Medical Incident Log for Madison Square Garden services for March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);
- 3) Personnel book, sign-in log or scheduling sheets indicating which, if any, personnel from Sports Entertainment Physician, PC and/or Transcare Ambulance Corp. were scheduled to and/or did appear so as to provide professional services at Madison Square Garden on March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);

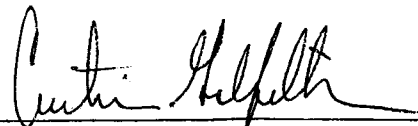
- 4) All documents evincing ambulance calls and/or responses to or from Madison Square Garden By and or through Transcare Ambulance Corp. on March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);
- 5) All incident reports generated by Sports Entertainment Physicians, PC relating to services requested or provided by Sports Entertainment Physicians, PC and/or Transcare Ambulance Corp. at Madison Square Garden on March 11, 2010 (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA);
- 6) Procedures, protocols, forms and/or instructions for the request of ambulance and/or EMT transport services from Transcare Ambulance Corp., covering the time period of March 11, 2010, pursuant to the applicable agreement and/or contract with Madison Square Garden and/or Transcare Ambulance Corp. (as duly redacted as to patient name and identifying information, injury and/or treatment in accordance with HIPAA).

Failure to comply with this subpoena is punishable as contempt of Court and shall make you liable to the person on whose behalf this subpoena was issued for a penalty not to exceed fifty dollars and all damages sustained by reason of your failure to comply.

No personal appearance shall be required should you produce copies of the requested documents by mail at the Law Offices of Albert Buzzetti & Associates, LLC, 467 Sylvan Avenue, Englewood Cliffs, NJ 07632 on or before May 4, 2015.

Should you have any questions, please contact the undersigned attorney at (201) 816-3733.

Dated: New York, New York  
March 30, 2015



ALBERT BUZZETTI & ASSOCIATES  
By: Curtis B. Gilfillan, Esq.

Attorneys for Plaintiff  
MICHELLE SCUORZO  
521 Fifth Avenue, Suite 1700  
New York, New York 10175  
(201) 816-3733

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,  
Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG APPLE CAR, INC.,  
CITYWIDE MOBILE RESPONSE CORP., TRANSCARE AMBULANCE  
CORP., JOHN DOE, JANE DOE and ABC CORP.

Defendant.

REPLY AFFIRMATION

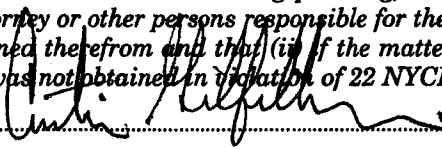
**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for Plaintiff

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: 11/25/15

Signature 

Print Signer's Name Curtis B. Gilfillan

Service of a copy of the within

is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box

NOTICE OF ENTRY that the within is a (certified) true copy of a entered in the office of the clerk of the within-named Court on 20

NOTICE OF SETTLEMENT 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 20 , at M.

Dated:

**ALBERT BUZZETTI & ASSOCIATES, L.L.C.**

Attorneys for

521 FIFTH AVENUE  
SUITE 1700  
NEW YORK, NY 10175  
212-564-9009

To:

Attorney(s) for

020812/2012E	SCUORZO, MICHELLE	SAFDAR, LUQMAN	
	E-FILED MOTOR VEHICLE	EMV	
	HON. LIZBETH GONZALEZ	ACTIVE	PRE-NOTE

007	- ORIG: 10/30/2015	SM	SUBMISSION MOTIONS-ROOM 217	ADJOURN: 001
	PRIOR:			CPLR 2214: N
	RELIEF:	CMPL	COMPEL	
	PROCEED: NOTMOTN		PLAINTIFF: 10/06/2015	DEFENDANT:
	DECISION:			
	JUSTICE:	LD	LAURA G. DOUGLAS	
	EFFECT:			
	ORDER:		CONSOL CASE ID:	
	NOTIFY:	REFER:	10/30/2015	

APPR -	12/03/2015	CCDM	CC DISC MO
JUSTICE:		LD	LAURA G. DOUGLAS
ACTION:		FS	FULLY SUBMITTED
TYPE:		MOTION	COMMENT1: JUDGE TOOK FILE
P - 000000/0000	N - 000000/0000		COMMENT2:

# ALBERT BUZZETTI & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

ALBERT BUZZETTI \*<sup>o</sup>  
JOHN F. GOLDEN \*<sup>o</sup>  
JACQUELINE A. BUZZETTI †  
EDWARD J. BRUTON, JR.\*<sup>o</sup>  
STEVEN M. DAVIS \*  
CURTIS B. GILFILLAN \*‡

467 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632  
TELEPHONE (201) 816-3733 • FACSIMILE (201) 816-3644  
521 FIFTH AVENUE, SUITE 1700, NEW YORK, NY 10175  
TELEPHONE (212) 564-9009

MEMBER OF:  
NJ & NY BARS \*  
NJ BAR \*  
NY BAR †  
PA BAR ‡  
PARTNER<sup>o</sup>

February 4, 2015

Supreme Court of the State of New York  
County of Bronx  
Part 11, Room 711  
Hon. Laura G. Douglas  
851 Grand Concourse  
Bronx, NY 10451

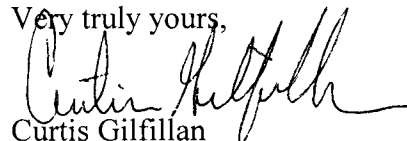
**Re: Scuorzo v. Safdar, et al.**  
**Index No: 20812/2012**  
**Our File No.: 10085**

Dear Judge Douglas:

The Note of Issue filing date in this matter is March 1, 2016, and a further extension of this date is sought wherein your Honor is still in the process of deciding a motion involving the potential remaining discovery in this matter. Additionally, this case has been ordered by the Appellate Division to be transferred back to Kings County, which same transfer has yet to be effectuated. As such, I am writing to request a conference to discuss this matter and to extend the Note of issue so as to avoid any potential repercussions for not filing the Note of issue as per the current Court directed deadline.

Thank you for your courtesies and attention to this matter.

Very truly yours,



Curtis Gilfillan

CG/lf

w/enclosure

cc: Joelle Jensen, Esq.  
Vincent Terrasi, Esq.  
Nancy Isslerlis, Esq.

APPELLATE DIVISION OF THE SUPREME COURT  
FIRST JUDICIAL DEPARTMENT

-----x  
MICHELLE SCUORZO,

M-1382  
Index No.: 20812-2012E

Plaintiff-Respondent,

-against-

**NOTICE OF ENTRY  
OF REMITTUR**

LUQMAN SAFDAR, et al.,

Defendants,

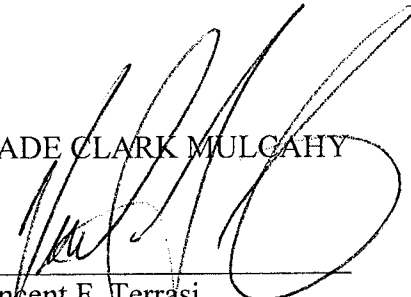
BIG APPLE CAR, INC.,

Defendant-Appellant.  
-----x

**PLEASE TAKE NOTICE** that the within is a true copy of a Remittur entered on January 14, 2015 reflecting unanimous reversal and change of venue to Kings County on behalf of Big Apple Car, Inc.

Dated: New York, New York  
January 15, 2016

WADE CLARK MULCAHY

  
\_\_\_\_\_  
Vincent F. Terrasi  
Attorneys for Defendant-Appellant  
Big Apple Car, Inc.  
111 Broadway, 9th Floor  
New York, New York 10006  
(212) 267-1900  
Our File No.: 190.7013.3VT

TO: (See Attached Affidavit)

Tom, J.P., Sweeny, Renwick, Manzanet-Daniels, JJ.

16405N Michelle Scuorzo, Index 20812/12E  
Plaintiff-Respondent,

-against-

Luqman Safdar, et al.  
Defendants,

Big Apple Car, Inc.,  
Defendant-Appellant.

---

Wade Clark Mulcahy, New York (Vincent F. Terrasi of counsel), for  
appellant.

Albert Buzzetti & Associates, L.L.C., New York (Curtis B.  
Gilfillan of counsel), for respondent.

---

Order, Supreme Court, Bronx County (Lizbeth Gonzalez, J.),  
entered July 10, 2014, which, inter alia, denied the motion of  
defendant Big Apple Car, Inc. (Big Apple) to change venue from  
Bronx County to Kings County, unanimously reversed, on the law,  
without costs, and the motion granted.

Plaintiff, a resident of New Jersey, alleges that she was  
struck by a taxi owned by Big Apple and/or defendant Ahmad and  
driven by defendant Safdar, when the taxi swerved to avoid an  
ambulance owned by either defendant Transcare Ambulance Corp. or  
Citywide Mobile Response Corp., which had its principal office in  
Bronx County. After plaintiff discontinued her action against

Citywide, which had no connection to the accident, Big Apple promptly moved to change venue to Kings County, where plaintiff had previously commenced an action against the other defendants (see *Scuorzo v Safdar*, 115 AD3d 843 [2d Dept 2014]).

The motion court recognized that “[w]here venue is initially placed on the basis of the principal place of business [or residence] of an improper party, a motion to change venue should be granted after the action is dismissed as against the improper party” (*Halina Yin Fong Chow v Long Is. R.R.*, 202 AD2d 154, 155 [1st Dept 1994]), but denied the motion because it found that Big Apple had failed to demonstrate that Kings County was a proper venue. However, the record contains the pleadings, which establish that defendant Ahmad is a resident of Kings County. Based on the change in circumstances resulting from dismissal of the only party with any connection with Bronx County, Big Apple’s



motion for a change of venue should have been granted (see e.g. *Clase v Sidoti*, 20 AD3d 330 [1st Dept 2005]).

THIS CONSTITUTES THE DECISION AND ORDER  
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: DECEMBER 15, 2015

  
\_\_\_\_\_  
CLERK

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

I, Kathleen Cush, being duly sworn, deposes and says:

I am not a party to the within action, I am over 18 years of age, and I reside in Kings County, New York.

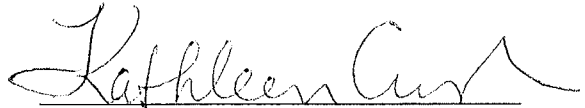
On January 15, 2016, I mailed the within *Notice of Entry of Remittur*, by depositing a true copy thereof, enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, addressed to each of the following persons at the last known address set forth after each name:

TO:

Albert Buzzetti, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff-Respondent  
467 Sylvan Avenue,  
Englewood Cliffs, NJ 07632  
201-308-5313  
201-816-3644 Fax

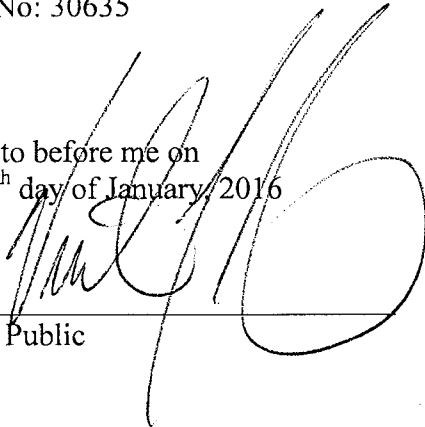
Joelle T. Jensen, Esq.  
Lewis, Brisbois, Bisgaard & Smith, LLP  
Attorneys for Defendant Transcare Ambulance Corp.  
77 Water Street, Suite 2100  
New York, New York 10005  
(212) 232-1300  
(212) 232-1399 Fax  
File No. 19995.573

Robert Giovinazzi, Esq.  
Law Offices of Nancy L. Isserlis  
Attorneys for Defendants Luqman Safdar and Fayyaz Ahmad  
36-01 43<sup>rd</sup> Avenue  
Long Island City, New York 11101  
718-361-1514  
F: 347-418-3839  
File No: 30635



Kathleen Cush

Sworn to before me on  
this 15<sup>th</sup> day of January, 2016



Notary Public

**VINCENT F. TERRASI**  
Notary Public, State of New York  
No. 02TE6069741  
Qualified in New York County  
Commission Expires October 2, 2018

APPELLATE DIVISION OF THE SUPREME COURT  
FIRST JUDICIAL DEPARTMENT

-----x  
MICHELLE SCUORZO,

M-1382  
Index No.: 20812-2012E

Plaintiff-Respondent,

-against-

**NOTICE OF ENTRY  
OF REMITTUR**

LUQMAN SAFDAR, et al.,

Defendants,

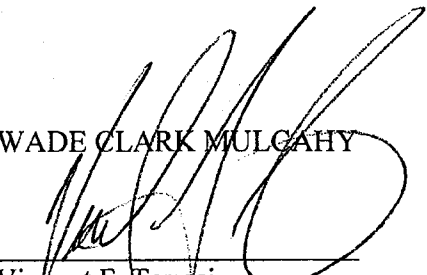
BIG APPLE CAR, INC.,

Defendant-Appellant.  
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Dated: New York, New York  
January 15, 2016

WADE CLARK MULGAHY

  
\_\_\_\_\_  
Vincent F. Terrasi  
Attorneys for Defendant-Appellant  
Big Apple Car, Inc.  
111 Broadway, 9th Floor  
New York, New York 10006  
(212) 267-1900  
Our File No.: 190.7013.3VT

TO: (See Attached Affidavit)

Tom, J.P., Sweeny, Renwick, Manzanet-Daniels, JJ.

16405N Michelle Scurzo,  
Plaintiff-Respondent,

Index 20812/12E

-against-

Luqman Safdar, et al.  
Defendants,

Big Apple Car, Inc.,  
Defendant-Appellant.

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appellant.

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THIS CONSTITUTES THE DECISION AND ORDER  
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: DECEMBER 15, 2015

  
CLERK

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

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I am not a party to the within action, I am over 18 years of age, and I reside in Kings County, New York.

On January 15, 2016, I mailed the within *Notice of Entry of Remittur*, by depositing a true copy thereof, enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, addressed to each of the following persons at the last known address set forth after each name:

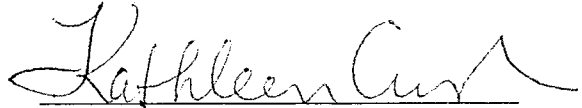
TO:

Albert Buzzetti, Esq.  
Albert Buzzetti & Associates, LLC  
Attorneys for Plaintiff-Respondent  
467 Sylvan Avenue,  
Englewood Cliffs, NJ 07632  
201-308-5313  
201-816-3644 Fax

Joelle T. Jensen, Esq.  
Lewis, Brisbois, Bisgaard & Smith, LLP  
Attorneys for Defendant Transcare Ambulance Corp.  
77 Water Street, Suite 2100  
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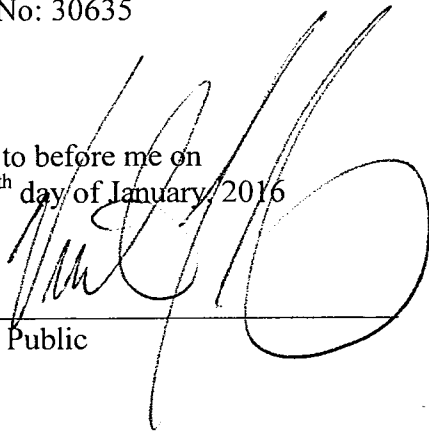


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F: 347-418-3839  
File No: 30635



Kathleen Cush

Sworn to before me on  
this 15<sup>th</sup> day of January, 2016



Notary Public

**VINCENT F. TERRASI**  
Notary Public, State of New York  
No. 02TE6069741  
Qualified in New York County  
Commission Expires October 2, 2018

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

MICHELLE SCUORZO,

Plaintiff,

-against-

LUQMAN SAFDAR, FAYYAZ AHMAD, BIG  
APPLE CAR, INC., CITYWIDE MOBILE RESPONSE CORP.,  
TRANSCARE AMBULANCE CORP., JOHN DOE, and  
JANE DOE, and ABC CORPORATION,

Defendant(s).

**NOTICE OF ENTRY OF REMITTUR**

Wade Clark Mulcahy  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006  
(212) 267-1900  
Our File No.: 190.7013.3VT

To: \*\*\*

Attorney(s) for \*\*\*

Service of a copy of the within \*\*\* is hereby admitted.

Dated: \*\*\*

.....  
Attorney(s) for \*\*\*

**PLEASE TAKE NOTICE**

- that the within is a (certified) true copy of a \*\*\*
- entered in the office of the clerk of the within named Court on \*\*\*

**NOTICE OF**

**ENTRY**

- 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 \*\*\*, at \*\*\*

**NOTICE OF**

**SETTLEMENT**

Dated: \*\*\*

Wade Clark Mulcahy  
Attorneys for Defendant  
Big Apple Car, Inc.  
111 Broadway, 9<sup>th</sup> Floor  
New York, New York 10006