

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Index # 61442/2014

Plaintiff,

-against-

DEMAND FOR THIRD
PARTY BILL OF
PARTICULARS

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.

-----X
SUPERIOR GUNITE,

Third-Party Plaintiff,

Third-Party Index #
61442/2014

-against-

J&E INDUSTRIES, LLC,

Third-Party Defendant.

-----X

COUNSELORS:

PLEASE TAKE NOTICE, that you are hereby required pursuant to C.P.L.R. 3041-3044 to serve upon the answering third party defendant's attorneys within thirty days after service of a copy of this Demand, a Third Party Bill of Particulars setting forth in detail:

1. A complete copy of the plaintiff's Summons and Complaint, and plaintiff's Bill of Particulars or Interrogatory Responses.

2. Will it be claimed that the impleading party is entitled to total or partial indemnification from the answering third-party defendant.

3. If indemnity claimed by virtue of:

- (a) breach of contract; if so, set forth the acts and/or omissions upon which third party plaintiff relies as a basis for indemnification
- (b) negligence of this answering third-party defendant; if so, set forth the acts and/or omissions upon which third party plaintiff relies as a basis for indemnification
- (c) hold harmless agreement given by this answering third-party defendant; if so, set forth the acts and/or omissions upon which third party plaintiff relies as a basis for indemnification

4. Set forth the acts and/or omissions upon which third party plaintiff relies as a basis for contribution and or partial indemnification.

5. What acts or omissions constituted the negligence of this answering third- party defendant.

6. If it is claimed that this answering third-party defendant is required to give indemnity by reason of a hold harmless, agreement or contract, and/or is required to give indemnity pursuant to the terms of a hold harmless, agreement or contract:

- (a) state whether it will be claimed that such hold harmless, agreement or contract was oral or in writing;
- (b) if oral, state:
 - (i) on what date said hold harmless, agreement or contract was entered into
 - (ii) where was said hold harmless, agreement or contract entered into
 - (iii) who acted on behalf of each party in making said hold harmless, agreement or contract
 - (iv) set forth all of the terms and conditions of the hold harmless, agreement or contract.
- (c) If in writing, set forth a full, true and complete copy of the hold harmless, agreement or contract.

7. Set forth the acts or omissions of the third party defendant which constitute the basis of any claim by the third party plaintiff for common law indemnity.

8. Set forth a copy of any contract, agreement, bill, lease and/or invoice related to the third-party claim.

9. Describe in detail the specific defects and deficiencies in the work of the answering third party defendant at the subject property.

10. Set forth the nature and location of the damages to the property, premises, building, fixtures, and/or appurtenances allegedly sustained as a result of the acts or omissions of the answering third party defendant.

11. Set forth the date[s] upon which the third party plaintiffs first became aware of the specific defects and deficiencies in the work of the answering third party defendant at the subject premises.

12. Describe in detail the specific instances of improper design, construction and/or installation in the work of the answering third party defendant at the subject premises, as alleged in paragraph 35 of the complaint.

13. Set forth the date[s] upon which the third party plaintiffs first became aware of the specific instances of improper design, construction and/or installation in the work of the answering third party defendant at the subject premises.

14. Set forth the specific instances of the use of improper and/or subpar materials in the work of the answering third party defendant at the subject premises.

15. Set forth the date[s] upon which the third party plaintiffs first became aware of the specific instances of the use of improper and/or subpar materials in the work of the answering third party defendant at the subject premises.

16. Set forth the location[s] within the premises where the specific defects and deficiencies in the work of the answering third party defendant at the subject premises was/were observed.

17. State every act which will be alleged that the third party defendant should have taken to have avoided the claims referred to in the Complaint and Third-Party Complaint.

18. If third party plaintiff alleges that the answering third party defendant's work at the premises was performed in an unworkmanlike manner, set forth:

- (a) The manner in which the work performed was unworkmanlike;
- (b) The date and time when the unworkmanlike work was performed;
- (c) Set forth the identity of the person[s] which performed the duties in an unworkmanlike manner.

19. State all laws, rules, regulations and ordinances which are claimed to be either applicable to the occurrence or claimed to have been violated by the answering third party defendant.

20. (a) State whether any written complaints of defects and deficiencies in the work of the answering third party defendant at the subject premises were provided,
- (b) if so, set forth the dates of such complaints and the responses thereto, and
- (c) attach a copy of such written complaints and the responses thereto.

21. (a) State whether or not the third party plaintiffs complained to the answering third party defendant of the alleged defects and deficiencies,
- (b) if so set forth the substance of the complaint, the name of the individual complained to and the date or dates upon which such complaints were made.

22. Set forth in what particular respect the work done by the third party defendant is claimed to have been improper, unfit, and/or in breach of contract.

23. Set forth the manner in which the answering third party defendant's work caused the alleged damages.

24. Set forth in what particular respect the said defective product, appurtenance, part and/or equipment used by the third party defendant is claimed to have been defective or unfit.

25. Set forth the manner in which third party plaintiff claims that the product, appurtenance, part and/or equipment was not

- (a) fit for safe use
- (b) the use intended
- (c) not of merchantable quality.

26. Did plaintiff or anyone on behalf of third party plaintiff render written reports of the results of any inspections or tests to the waterproofing, gunite/concrete and/or rebar?

27. If the answer to the preceding demand is in the affirmative, state:

- (a) the exact manner in which the waterproofing, gunite/concrete and/or rebar was tested or inspected
- (b) each date on which the waterproofing, gunite/concrete and/or rebar was tested or inspected
- (c) each and every observation made as to the waterproofing, gunite/concrete and/or rebar, its defects or defective condition
- (d) attach copies of all such reports to third party plaintiff's Bill of Particulars.

28. If it is claimed that the third party defendant in any way violated any industry standards state:

- (a) the exact standard which it is alleged that third party defendant violated
- (b) how this violation contributed to plaintiff's damages

29. (a) If the third party plaintiff is claiming that this action falls within one or more of the exceptions set forth in §1602 of the C.P.L.R., state which exceptions apply to this action
- (b) Set forth the applicable facts which place this action within each exception claimed above.

30. Set forth an itemized list of each and every other item of damage allegedly sustained by the plaintiff as a result of this answering third party defendant's negligence, breach of contract and/or breach of warranty not listed above.

31. Set forth an itemized list of each and every item of damage allegedly sustained by the plaintiff and or third party plaintiff as a result of this answering third party defendant's negligence and/or breach of contract.


32. Specify each provision, clause and/or term of the contract that was allegedly breached by the third party defendant.

PLEASE TAKE FURTHER NOTICE, that in the event that the parties served with this Demand has no knowledge of any of the above matter, he shall so state under oath.

PLEASE TAKE FURTHER NOTICE, that in the event of your failure to furnish a Verified Third Party Bill of Particulars and documents, if any, within the said period of thirty days, a Motion will be made for an Order precluding you from given any evidence at the Trial of the items of which particulars and documents have not been delivered in accordance with the Demand, and other penalties.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Cifone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

TO:

LEWIS & McKENNA, ESQS.
Attorneys for Plaintiff
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Saddle River, NJ 07458
(201) 934-9800

BAHN, MULTER, LLP
Attorneys for Defendant
KJC WATERPROOFING, INC.
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(212) 447-4700

DUANE MORRIS, LLP
Attorneys for Defendant/TP Plaintiff
SUPERIOR GUNITE
1540 Broadway, 14th Floor
New York, NY 10036
(212) 692-1000

GOETZ & FITZPATRICK, LLP
Attorneys for Defendant
NICHOLSON CONSTRUCTION CO.
One Penn Plaza, Suite 4401
New York, NY 10119

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Index # 61442/2014

Plaintiff,

DOCUMENT DEMAND

-against-

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.

-----X
SUPERIOR GUNITE,

Third-Party Plaintiff,

Third-Party Index #
61442/2014

-against-

J&E INDUSTRIES, LLC,

Third-Party Defendant.

-----X
TO ALL PARTIES:

PLEASE TAKE NOTICE, that pursuant to the applicable Rules of the C.P.L.R., you are hereby required to produce for discovery, inspection and copying within 30 days at the offices of the undersigned the following:

1. All documents previously produced by any party in this action pursuant to a request by any other party under CPLR 3101 or 3120.
2. All documents regarding, concerning or relating to the subject matter of this Action.

3. All documents regarding, concerning or relating to, in any aspect, to the work done at the property and the alleged defects and deficiencies thereto.

4. All documents that allegedly provided notice to any party of the alleged defects in the work done at the Subject Property.

5. All communications and/or correspondence relating to or regarding the subject matter of this Action, either written by You or on Your behalf or received by You or received on Your behalf and all attachments or exhibits to such communications and such correspondence, if any.

6. All documents regarding, concerning or relating to any complaints received by You regarding damages alleged by You to be caused by any defendants' actions, work or materials at the Subject Property.

7. All documents that support, disprove, or prove any and all allegations in the Pleadings.

8. All documents that You identified, referenced, or relied upon in providing Your answers to any parties interrogatories or any other written discovery in this action.

9. Copies of all discovery responses produced to or by You in this matter.

10. All documents You referenced or relied upon in drafting Your answer to Plaintiff's Complaint and any Amendments thereto, and/or in drafting the Third-Party Complaint.

11. Any and all contracts (including any and all drafts thereof) between You and any other person or entity referring or relating to the work done at the Subject Property.

12. All documents regarding, concerning or relating to, in any respect, any and all contracts between You and any parties to this action or related to the subject matter of this Action.

13. All documents regarding, concerning or relating to, in any respect, any and all contracts between You and any other person or party for work to be performed at the Subject Property.

14. Any and all receipts or proofs of payment made by You to any person or entity relating to any work at the Subject Property or the subject matter of this Action.

15. Any and all receipts or proofs of payment made by any person or entity to You relating to the work done at the Subject Property.

16. Any and all cash receipts, invoices, journals or payment ledgers maintained by You in connection with the work done at the Subject Property.

17. All documents regarding, concerning or relating to, in any respect, the amount and/or nature of the damages that You allege have been suffered by any party relating to the Subject Property that is the subject matter of this Action.

18. All documents regarding, concerning or relating to, in any respect, the amount and/or nature of the damages You allege to have suffered.

19. All documents regarding, concerning or relating to any product used by third-party defendant in the work at the Subject Property.

20. All documents regarding, concerning or relating to any product that You allege was defective that was used by any party at the Subject Property.

21. Any and all documents that relate to any alleged defect, fault, non-conforming material, inferior workmanship or problem relating to any material or labor provided by the third-party defendant at the Subject Property.

22. Any and all documents that relate to any corrective work, costs or expenses incurred by any person or entity as a result of any allegedly defective, non-conforming or faulty workmanship or materials supplied by third-party defendant at the Subject Property.

23. All documents constituting the current resumes and curriculum vitae of any and all consultants, experts or non-employees that You have retained in connection with this lawsuit.

24. Any and all documents provided by You to any consultant, expert or non-employee that You have retained in connection with this lawsuit.

25. Any and all photographs, graphs, charts, maps, plans, designs, shop drawings, surveys, schematics, sketches, blueprints, diagrams, transcripts, digital videos, audiotapes, videotapes, or any other recordings in Your possession relating to the subject matter of this Action.

26. Any plans, specifications, change orders, bulletins, requests for information and responses thereto, approvals, permits, notices of violation, notices of deficiency, stop work orders, job meeting minutes, progress meeting minutes, as-built plans, as-built specifications, as-built drawings, or any other document relating to the subject matter of this Action.

27. Any maintenance or repair records of any and all components, portions, parts and/or buildings that are the subject matter of this Action.

28. Any copies of municipal ordinances, resolutions, or meetings related to the Subject Property or the subject matter of this Action.

29. Any tabulation, statement, or record of property damage sustained by any party relating to the subject matter of this Action.

30. All documents relating to any and all admissions that any person has made with respect to the subject matter of this Action.

31. All documents relating to any and all statements against interest that any person has made with respect to the subject matter of this Action.

32. All documents that You intend to rely upon or introduce into evidence at trial.

33. All documents that relate to the subject matter of the Pleadings or otherwise relate to the subject matter of this Action.

34. All documents regarding, concerning or relating to, in any respect, any and all contracts between You and any person or entity related to work performed before, during or after the third-party defendant's work at the Subject Property.

35. All inspection reports or other documents regarding, concerning or relating to any work at the Subject Property.

36. All records that relate to any inspection, tests or examinations performed by You or on Your behalf related to the Subject Property or the subject matter of this Action.

37. All documents delivered, returned, or otherwise provided to You by any person or party, which pertain, concern and/or otherwise relate to the subject matter of this Action and the Pleadings.

38. All correspondence exchanged between You and any party.

39. All warranties issued by any person or entity regarding the work done at the Subject Property.

40. All warranties issued by any person or entity regarding any work done on Subject Property.

41. All warranties issued by any person or entity regarding any of the products used on the Subject Property.

42. All documents of any kind exchanged between You and any architect, engineer or consultant related to the Subject Property or the subject matter of this Action.

43. All daily, weekly and monthly reports distributed to You and/or by you relating to work on the Subject Property.


44. Any other documentation, correspondence, email, contracts, agreements, photographs, invoices, billing statements, quantifications of repair costs, including, but not limited to, repair, replacement and/or remediation costs related to the subject matter of this Action.

PLEASE TAKE FURTHER NOTICE, that this is a continuing notice and should any of the information requested become available or known in the future, then you are required to furnish same at such time.

PLEASE TAKE FURTHER NOTICE, that upon failure to produce the aforesaid documents or information or true and conformed copies of the items demanded at the time and place required, a motion will be made for appropriate relief to the Court.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Cifone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Index # 61442/2014

Plaintiff,

-against-

COMBINED
DISCOVERY
DEMANDS

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.

-----X
SUPERIOR GUNITE,

Third-Party Plaintiff,

Third-Party Index #
61442/2014

-against-

J&E INDUSTRIES, LLC,

Third-Party Defendant.

-----X
TO ALL PARTIES:

PLEASE TAKE NOTICE, that pursuant to the applicable Rules of the C.P.L.R., you are hereby required to produce for discovery, inspection and copying within 30 days at the offices of the undersigned the following:

1. The names and addresses of each and every person that witnessed:
 - (a) The occurrences alleged in the Complaint and/or Third-Party Complaint;
 - (b) Any acts or omissions or conditions which allegedly caused and/or contributed to the occurrences;

(c) Any actual notice allegedly given to the answering third-party defendant, its agents, servants, representatives and/or employees;

(d) The name and address of any person who will testify as to the length of time the defects and deficiencies which allegedly caused the occurrences existed.

This demand is made pursuant to Zellman v. MTA, 40 A.D.2d 248, 339 N.Y.S.2d 255; Zayes . Morales, 45 A.D.2d 610, and Hoffman v. Rosan Manor, 425 N.Y.S.2d 619.

If it is claimed that there are no persons known, so state in reply to this demand; the undersigned will object at the time of trial to any persons not identified in response to the above demand.

If the names and addresses of person who witnessed the accident or who have knowledge, as set forth above are obtained subsequent to the service of this notice, this information is to be furnished to the undersigned whenever obtained. The undersigned will object at the time of trial to any persons not so identified.

2. Copies of any and all photographs, slides, videotapes, motion pictures, diagrams, drawings and/or maps depicting:

- (a) The worksite and/or premises in question;
- (b) The alleged defects and deficiencies;
- (c) The plaintiff's damages;

3. Pursuant to C.P.L.R. 3101(e), copies of any written, recorded and/or oral statements taken of the answering third-party defendant, its agents, servants, representatives and/or employees on behalf of any parties in this action.

4. Copies of all pleadings, including a Bill of Particulars, Interrogatories and/or Responses thereto, Demands, Notices for Discovery & Inspection, Notices to Admit,

Responses to such Notices, copies of any transcripts of examination[s] before trial and/or notices for same previously served by any party to this lawsuit.

5. Copies of any and all contracts, agreements, work orders, bills, receipts, invoices and/or other or documentation or memoranda of any kind entered into or exchanged by, between or among any of the parties to this lawsuit in effect on the date of occurrence and, pursuant to which, any party is making any claim against any other party concerning any issue involved in this lawsuit.

6. Copies of any reports/records by or on behalf of any party to this lawsuit, concerning the defects and deficiencies in the work which is the basis of the plaintiff's complaint and/or the Third-Party Complaint.

7. a) Copies of any Notes of Issues or Notices of Trial, Jury Demands, Statements of Readiness and all other papers previously served and filed in connection with placing this case on the calendar of the Court.

b) Set forth any Index numbers or Calendar numbers purchased in this matter.

c) State the names, addresses and telephone numbers of attorneys who have appeared for any adverse parties in this action.


8. Pursuant to C.P.L.R. 3101(f), copies of all policies of insurance, including excess insurance, available to any party in this action; if no such insurance and/or excess insurance exists, then a statement under oath from the party to such effect.

PLEASE TAKE FURTHER NOTICE, that this is a continuing notice and should any of the information requested become available or known in the future, then you are required to furnish same at such time.

PLEASE TAKE FURTHER NOTICE, that upon failure to produce the aforesaid documents or information or true and conformed copies of the items demanded at the time and place required, a motion will be made for appropriate relief to the Court.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Cifone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Index # 61442/2014

Plaintiff,

NOTICE FOR
DISCOVERY

-against-

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.
-----X

SUPERIOR GUNITE,

Third-Party Plaintiff,

Third-Party Index #
61442/2014

-against-

J&E INDUSTRIES, LLC,

Third-Party Defendant.
-----X


PLEASE TAKE NOTICE that the undersigned hereby demands that all parties produce
for discovery and inspection with leave to photocopy, at the office of the undersigned within thirty
(30) days hereof at 9:30 a.m. the following:

1. The names and addresses of all persons who were eyewitnesses to the occurrence.
(Zellman v. Metropolitan Transit Authority 40 AD2d 248)
2. The names and addresses of all persons who will testify on the issue of notice,
actual or constructive, concerning the condition of the premises as alleged in the
Complaint. (Zayas v. Morales, 45 AD2d 610)

3. Any written or recorded statement taken on the answering third-party defendant or its agents, servants, employees or representatives by any party or any party's representative.
4. All photographs which any party will allege fairly and accurately depict the condition of the property at the time and place of the happening of the occurrence.
5. Any invoices, bills, estimates or other documents regarding any work performed to repair, clean, rebuild and/or renovate the subject property.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Cifone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Plaintiff,

-against-

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.
-----X

SUPERIOR GUNITE,

Third-Party Plaintiff,

-against-

J&E INDUSTRIES, LLC,

Third-Party Defendant.
-----X

Index # 61442/2014

DEMAND FOR
EXPERT WITNESS
INFORMATION

Third-Party Index #
61442/2014

PLEASE TAKE NOTICE that it is demanded pursuant to Section 3101(d) of the Civil Practice Law and Rules, that all parties are hereby required to serve upon the undersigned within twenty (20) days of the date of this notice, the following:

1. State whether there is any person you expect to call as an expert witness at the time of the trial of this action.
2. If the answer to the preceding is in the affirmative, please state in detail as to each and every such expert person:
 - a) His identity.
 - b) His address.

- c) His field of expertise.
- d) Any sub-specialties of the witness within his field of expertise.
- e) In reasonable detail, the subject matter on which each and every expert is expected to testify.
- f) In reasonable detail, the substance of the facts and opinions to which each and every expert is expected to testify.
- g) In reasonable detail, the qualifications of each and every expert witness.
- h) In reasonable detail, a summary of the grounds for each expert's opinion.
- i) Names, dates and publishers of any treatises, books, articles or essays or other writings published or unpublished by the expert relating in any way to the subject matter on which said expert is expected to testify. For each published article and essay, state the title of the book, journal or other work in which it can be found and the name and address of the publisher and date of publication.

3. State whether any expert, including but not limited to the person or persons identified in the preceding demands at any time made an examination, analysis, inspection or test of:

- a) The premises or the area involved in the accident.
- b) Any other item of real evidence which may be relevant to determining the cause of the accident or the damages alleged in the complaint.

4. If the answers to any of the preceding demands is in the affirmative, for each such person state:

- a) The determination, if any, as to whether or not the premises or area inspected was maintained and/or supervised consistent with applicable rules, laws, regulations, guidelines and/or ordinances.

5. Has the object/premises or product identified in the preceding demands been destroyed or altered in the course of the examination, analysis, inspection or test performed upon it?

6. Did anyone assist the persons identified in the preceding demands in the performance of the examination, inspection and analysis of tests?

7. If the answer to any of the preceding demands is in the affirmative:

- a) Identify each person who gave such assistance.
- b) Describe the type and amount of assistance given.
- c) State the dates on which such assistance given.

8. Did any of the persons identified in any of the preceding demands submit any reports based upon the test examinations conducted?

9. If any of the preceding demands are in the affirmative, state:


- a) A description of each report that was made.
- b) The date that each report was made.
- c) Identify the person to whom each report was submitted.
- d) Identify the persons who have present custody of each report.

10. Attach a copy of any reports identified in response to any of the preceding demands.

PLEASE TAKE FURTHER NOTICE, that upon your failure to respond to this demand within twenty (20) days, a motion will be made pursuant to CPLR 3101(d) for sanctions and/or to compel compliance with same.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Caffone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Plaintiff,

-against-

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.
-----X

SUPERIOR GUNITE,

Third-Party Plaintiff,

-against-

J&E INDUSTRIES, LLC,

Third-Party Defendant.
-----X

Index # 61442/2014

NOTICE TO TAKE
DEPOSITION UPON
ORAL EXAMINATION

Third-Party Index #
61442/2014

PLEASE TAKE NOTICE, pursuant to Art. 31, CPLR, the deposition upon oral questions
of the persons named will be taken as follows:

TO BE EXAMINED : All Parties

DATE, TIME & PLACE : To be determined


PLEASE TAKE NOTICE that testimony will be taken with respect to all relevant facts & circumstances including negligence, contributory negligence, comparative negligence, liability & damages in connection with the accident which is the subject matter of this lawsuit.

PLEASE TAKE FURTHER NOTICE that pursuant to CPLR 3111, each plaintiff and any co-defendant is required to produce the following items at the deposition:

1. The accident report prepared by or on behalf of the party or person to be examined, his servants, agents or representatives.
2. All bills and any receipts, cancelled checks or estimates relating to special damages.
3. If lost earnings are claimed, Federal and State Income Tax returns covering the year when the incident occurred and for two years prior thereto and one year thereafter.
4. Any contracts, leases or documents which will be relied upon with respect to any claim of any party to this action.
5. Any statement given by or on behalf of the party serving this notice.
6. Any and all exhibits, papers and/or documents relative to this lawsuit and the underlying claim.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Cifone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Index # 61442/2014

Plaintiff,

-against-

NOTICE DECLINING
SERVICE BY
ELECTRONIC MEANS

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.

-----X
SUPERIOR GUNITE,

Third-Party Plaintiff,

Third-Party Index #
61442/2014

-against-

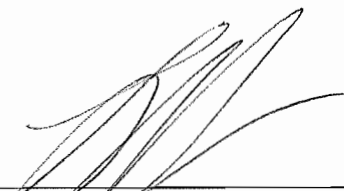
J&E INDUSTRIES, LLC,

Third-Party Defendant.

-----X
PLEASE TAKE NOTICE, that this answering third-party defendant hereby declines
receipt of service of legal papers of any type whatsoever by facsimile or other electric means.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Ciffone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
YONKERS CONTRACTING COMPANY, INC.,

Index # 61442/2014

Plaintiff,

DEMAND FOR
INSURANCE

-against-

KJC WATERPROOFING, INC., SUPERIOR
GUNITE, ZURICH AMERICAN INSURANCE
COMPANY, NICHOLSON CONSTRUCTION
CO., NATIONAL WELDING AND FABRICATION,
KENSEAL CONSTRUCTION, BARKER STEEL
LLC, STRUCTURE TECH NEW YORK INC.,
AND CITI STRUCTURE LLC,

Defendants.

-----X
SUPERIOR GUNITE,

Third-Party Plaintiff,

Third-Party Index #
61442/2014

-against-

J&E INDUSTRIES, LLC,

Third-Party Defendant.

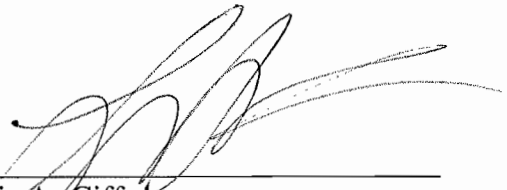
-----X

PLEASE TAKE NOTICE, that demand is hereby made upon you, pursuant to CPLR 3101 (f) to produce and permit the undersigned attorney to inspect and copy the contents of (a) each and every primary, contributing and excess insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment, and (b) each and every insurance agreement in which the insurer is obligated to defend this action.

PLEASE TAKE FURTHER NOTICE, that said insurance agreements are to be produced within thirty (30) days hereof, at 2:00 p.m. at the office of **AHMUTY, DEMERS & McMANUS, ESQS.**, 1531 Route 82, Hopewell Junction, New York 12533 at which time they will be physically inspected, copied or mechanically reproduced and returned.

Dated: Hopewell Junction, New York
January 13, 2016

BY:



Louis A. Ciffone
AHMUTY, DEMERS & McMANUS, ESQS.
Attorneys for Third-Party Defendant
J&E INDUSTRIES, LLC
1531 Route 82
Hopewell Junction, New York 12533
(845) 223-3470
Our File No.: SIC 123415 CJC

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK }
 }SS.:
COUNTY OF DUTCHESS }

ANTOINETTE RAMA, being duly sworn, deposes and says that deponent is not a party to this action, is over 18 years of age and resides in Somers, New York.

That on the 13th day of January, 2016, deponent served the within

**DEMAND FOR THIRD PARTY BILL OF PARTICULARS
DOCUMENT DEMAND
COMBINED DISCOVERY DEMANDS
NOTICE FOR DISCOVERY
DEMAND FOR EXPERT WITNESS INFORMATION
NOTICE TO TAKE DEPOSITION UPON ORAL EXAMINATION
NOTICE DECLINING SERVICE BY ELECTRONIC MEANS
DEMAND FOR INSURANCE**

Upon:

LEWIS & McKENNA, ESQS.
Attorneys for Plaintiff
82 East Allendale Road
Saddle River, NJ 07458
(201) 934-9800

BAHN, MULTER & GOLD, LLP
Attorneys for Defendant
KJC WATERPROOFING, INC.
555 Fifth Avenue, 14th Floor
New York, New York 10017
(212) 447-4700

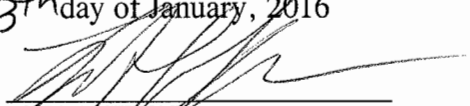
DUANE MORRIS, LLP
Attorneys for Defendant/TP Plaintiff
SUPERIOR GUNITE
1540 Broadway, 14th Floor
New York, NY 10036
(212) 692-1000

GOETZ & FITZPATRICK, LLP
Attorneys for Defendant
NICHOLSON CONSTRUCTION CO.
One Penn Plaza, Suite 4401
New York, New York 10119

VIA ELECTRONIC FILE


ANTOINETTE RAIA

Sworn to before me this
13th day of January, 2016


LOUIS A. CIFONE
Notary Public, State of New York
No. 02CI-4621281
Qualified in Westchester County
Commission Expires August 31, 2017