

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF BROOME

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**ROSE PINCO and MICHAEL PINCO,**

**VERIFIED  
COMPLAINT**

Plaintiffs,

Index No.:

vs.

RJI No.:

**RONTESHA G. MURPHY and VERNON N.  
CHARLES,**

Defendants.

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Plaintiffs, by and through their attorneys, Levene Gouldin & Thompson, LLP, for the Complaint against the defendants, herein allege as follows:

**AS AND FOR A FIRST CAUSE OF ACTION**

1. At all times hereinafter mentioned, plaintiffs, Rose and Michael Pinco, were and are now residents of Broome County, New York.

2. Upon information and belief, at all times hereinafter mentioned, defendant, Vernon N. Charles, was and is a resident of Broome County, New York.

3. Upon information and belief, at all times hereinafter mentioned, defendant, Rontesha G. Murphy, was and is a resident of Broome County, New York.

4. Upon information and belief, at all times hereinafter mentioned, defendant Vernon N. Charles was the owner of a certain 2004 Chrysler automobile registered in the State of New York and bearing license number G2W2564.

5. Upon information and belief, at all times hereinafter mentioned, defendant Rontesha G. Murphy was operating defendant Vernon N. Charles' automobile with the knowledge and consent of Vernon N. Charles.

6. Upon information and belief, at all times hereinafter mentioned, the plaintiff, Rose Pinco, was driving a 2011 Hyundai automobile registered in the State of New York and bearing license number GDU2137, which automobile she was renting from Sunco Leasing, LLC with its knowledge and consent.

7. At all times hereinafter mentioned, Main Street in the Village of Johnson City, Broome County, New York was and is a public highway.

8. Upon information and belief, on or about November 3, 2015, at approximately 11:51 a.m., plaintiff, Rose Pinco, was lawfully and carefully driving eastbound in said 2011 Hyundai automobile and was stopped at a red light on Main Street near the intersection of Wells Avenue in the Village of Johnson City, Broome County, New York.

9. Upon information and belief, at the aforesaid time and place, defendant Rontesha G. Murphy was operating said 2004 Chrysler vehicle owned by defendant Vernon N. Charles.

10. Upon information and belief, at the aforesaid time and place, defendant Rontesha G. Murphy was driving said 2004 Chrysler recklessly, carelessly and negligently, which caused said automobile to strike, rear end, and collide with the vehicle driven by the plaintiff, Rose Pinco, thereby causing injuries to the plaintiff, Rose Pinco, and the plaintiff, Michael Pinco, derivatively, as hereinafter alleged.

11. Upon information and belief, plaintiff, Rose Pinco, had no opportunity to avoid the collision, nor was the collision reasonably foreseeable to her.

12. Upon information and belief, the negligence of the defendants, through the actions of defendant Rontesha G. Murphy, in the operation of defendant Vernon N.

Charles' automobile, consists of, among others, the following acts and omissions: failing to keep a proper lookout, failing to be attentive to the operation of said automobile, failing to have said automobile under proper control, failing to observe the vehicle operated by the plaintiff, Rose Pinco, failing to obey the rules and regulations for control of traffic, failing to be reasonably alert, failing to take necessary care and precautions to avoid striking plaintiff, failing to apply the brakes, reduce the speed, stop or steer to avoid the accident, violating New York Vehicle and Traffic Law §§ 1129(a) and 509(1), and otherwise being careless and negligent.

13. Upon information and belief, the accident and injuries to the plaintiff were caused solely by the negligence of the defendants as hereinbefore alleged and were in no way due to any negligence or failure to act on the part of the plaintiff, Rose Pinco.

14. The liability of the defendants arises out of the use, operation, and ownership of a motor vehicle in the State of New York as that term is defined in § 311 of the New York State Vehicle and Traffic Law, and, thus, this claim is not subject to the limitations of liability set forth in Article 16 of the CPLR by virtue of the exemptions set forth in § 1602[6] thereof.

15. As a direct and proximate cause of the aforesaid accident, plaintiff, Rose Pinco, suffered a serious injury as that term is defined in New York Insurance Law § 5102(d).

16. Upon information and belief, as a direct and proximate cause of the defendants' negligence, plaintiff, Rose Pinco, will sustain economic loss in excess of the basic economic loss as that term is defined in New York Insurance Law § 5102(a).

17. As a direct and proximate cause of defendants' negligence, plaintiff, Rose Pinco, has suffered, and will continue in the future to suffer, serious and permanent injury, pain, suffering, loss of enjoyment of life, loss of income, loss of independence, and out-of-pocket medical expenses.

18. The defendants are thereby liable to the plaintiff for money damages in an amount that exceeds the jurisdictional limits of all lower courts.

**AS AND FOR A SECOND CAUSE OF ACTION**

19. Plaintiff, Michael Pinco, repeats and realleges each and every allegation set forth in paragraphs 1-18 of this Complaint, inclusive, as if set forth fully herein.

20. Plaintiff, Michael Pinco, was and remains the lawful husband of the plaintiff, Rose Pinco.

21. Plaintiff, Michael Pinco, has sustained a loss of consortium and companionship as a result of the injuries sustained by his wife, plaintiff, Rose Pinco.

22. The defendants are thereby liable to the plaintiff, Michael Pinco, for damages in an amount that exceeds the jurisdictional limits of all lower courts.

**WHEREFORE**, plaintiffs demand judgment against the defendants, and each of them, as follows:

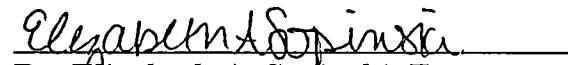
a. On the first cause of action in the favor of the plaintiff, Rose Pinco, for money damages, which damages sough exceed the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

b. On the second cause of action in favor of plaintiff, Michael Pinco, for money damages, which damages exceed the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

c. For costs and disbursements of this action, together with such other and further relief as the Court deems just and proper.

Dated: November 3, 2017  
Vestal, New York

LEVENE, GOULDIN & THOMPSON, LLP



By: Elizabeth A. Sopinski, Esq.  
*Attorneys for Plaintiffs*

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TO: Rontesha G. Murphy  
69 Arch Street  
Johnson City, NY 13790-2101

Vernon N. Charles  
69 Arch Street  
Johnson City, NY 13790-2101

VERIFICATION

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

I am the plaintiff in the within action. I have read the foregoing Verified Complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.

Rose Pinco  
Rose Pinco

Sworn to before me on this 3<sup>rd</sup>  
day of November, 2017.

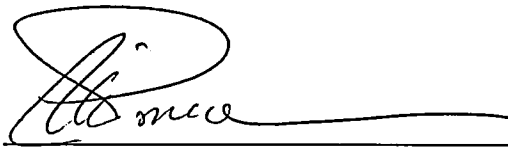
Elizabeth A. Sopinski  
Notary Public

**ELIZABETH A. SOPINSKI**  
Notary Public-State of New York  
No. 02SO8320029  
Qualified in Broome County  
Commission Expires 02/23/2019

VERIFICATION


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

I am the plaintiff in the within action. I have read the foregoing Verified Complaint and know the contents thereof. The contents are true to my own knowledge except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.



Michael Pinco

Sworn to before me on this 3<sup>rd</sup>  
day of November, 2017.

  
Notary Public

ELIZABETH A. SOPINSKI  
Notary Public-State of New York  
No. 02SO6320029  
Qualified in Broome County  
Commission Expires 02/23/2019