

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

-----X
MICHAEL DONNELLY,

Plaintiff,

Index No.:

-against-

THE NEW YORK CITY AND VICINTY
DISTRICT COUNCIL OF THE UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, JOSEPH GEIGER,
STEPHEN MCINNIS, CHARLES F. MCINNIS,
JAMES KENNELLY, KENNELLY
DEVELOPMENT COMPANY LLC,
DOUBLE ROCK DEVELOPMENT INC.,
BELLE HARBOR 127 LLC and I'LL GO INC.,

Defendants.

-----X

SUMMONS

**Plaintiff designates New
York County as the proper
venue based on Defendants'
place of business.**

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the Verified 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, or 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.

Dated: New York, New York
March 1, 2019

THE CLANCY LAW FIRM, P.C.

By: */s/ Donna Clancy*
Donna H. Clancy, Esq.
The Trump Building
40 Wall Street, 61st Floor
New York, New York 10005
(T) 212-747-1744
*Attorneys for Plaintiff Michael
Donnelly*

To: THE NEW YORK CITY AND VICINTY
DISTRICT COUNCIL OF THE UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA
395 Hudson Street
New York, New York.

JOSEPH GEIGER
395 Hudson Street
New York, New York.

STEPHEN MCINNIS
43 Bellmore Street
Floral Park, New York.

CHARLES F. MCINNIS
17 Lexington Avenue,
Brooklyn, New York

JAMES KENNELLY
17 Lexington Avenue
Brooklyn, New York

KENNELLY DEVELOPMENT COMPANY LLC,
110 Wall Street
New York, New York.

DOUBLE ROCK DEVELOPMENT INC.
17 Lexington Avenue
Brooklyn, New York

BELLE HARBOR 127 LLC and
110 Wall Street
New York, New York.

I'LL GO INC.
471 Henry Street
Oceanside, New York.

SUPREME COURT OF THE STATE OF NEW YORK
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JAMES KENNELLY, KENNELLY
DEVELOPMENT COMPANY LLC,
DOUBLE ROCK DEVELOPMENT. INC.,
BELLE HARBOR 127, LLC and I'LL GO INC.,

VERIFIED COMPLAINT

Jury Trial Demanded

Defendants.

-----X

Plaintiff MICHAEL DONNELLY, by his attorneys, The Clancy Law Firm, P.C.,
complaining against Defendants THE NEW YORK CITY AND VICINTY DISTRICT
COUNCIL OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA, JOSEPH GEIGER, STEPHEN MCINNIS, CHARLES F. MCINNIS, JAMES
KENNELLY, KENNELLY DEVELOPMENT COMPANY LLC, DOUBLE ROCK
DEVELOPMENT, INC., BELLE HARBOR 127, LLC and I'LL GO INC., and upon
information and belief, and all times relevant, alleges as follows:

NATURE OF THE ACTION

1. This is an action for money damages to remedy violations of Plaintiff's rights under New York State and New York City Labor laws, anti-retaliation and whistleblower protections promulgated to protect employees from adverse action taken against them under New York Labor Law (N.Y.L.L.) § 215 as well as common law claims arising during his employment for misrepresentation, common law fraud and tortious interference with his economic rights.

2. Plaintiff Michael Donnelly contends that the terms, conditions and privileges of his employment relationship as a council representative with Defendants The New York City and Vicinity District Council of United Brotherhood of Carpenters and Joiners of America, ("DISTRICT COUNCIL"), Joseph Geiger, Executive Secretary/Treasurer and Stephen McInnis, President (hereinafter referred to collectively as "DISTRICT COUNCIL DEFENDANTS"), were adversely affected, in retaliation for his reporting of construction and public safety violations after inspection of a construction site owned, constructed and/or primarily controlled by Defendants Kennelly Development Company LLC, James Kennelly, Belle Harbor 127, LLC, Double Rock Development, Inc., I'll Go Inc., and Charles F. McInnis, who is the brother of Stephen McInnis, the former President of the District Council (hereinafter referred to collectively as "CONTRACTOR DEFENDANTS").

3. Plaintiff further contends that he was subject to involuntary and immediate wrongful termination in retaliation for protected activity in accordance with his job duties as an employee of Defendant DISTRICT COUNCIL.

4. Plaintiff further asserts claims of common law fraud, misrepresentation and tortious interference with his economic rights against all conspiring individuals and corporate entities who individually and collectively engaged in a common scheme to retaliate against Plaintiff and cause him irreparable harm.

JURISDICTION AND VENUE

5. A substantial part of the acts giving rise to this action were committed within the State of New York, County of New York and venue is properly lodged in this Court based on the State of New York and City of New York's interest in protecting the civil rights of employees to be free from retaliation when performing work that protects the safety of the public and citizens of the State of New York and City of New York.

PARTIES

6. Plaintiff MICHAEL DONNELLY ("DONNELLY") is a male citizen of the State of New York, who currently resides in the County of Nassau, State of New York.

7. At all relevant times, Plaintiff DONNELLY was employed by the DISTRICT COUNCIL and worked in the City of New York, State of New York.

8. Defendant DISTRICT COUNCIL is a local body organized to protect the interests of its members, which includes local union carpenters in the vicinity of New York City and has its primary place of business located at 395 Hudson Street, City of New York, County of New York, State of New York.

9. Defendant DISTRICT COUNCIL is an employer within the meaning of the New York State and New York City Labor Laws.

10. Defendant JOSEPH GEIGER (“GEIGER”) resides in the State of New Jersey.

11. At all relevant times, Defendant GEIGER is the Defendant District Council’s Executive Secretary-Treasurer and works at the Defendant District Council’s NYC Office.

12. Defendant GEIGER is an employer within the meaning of the New York State and New York City Labor Laws.

13. Defendant GEIGER supervised Plaintiff DONNELLY during his employment with the DISTRICT COUNCIL.

14. Defendant STEPHEN MCINNIS (“MCINNIS”) resides in the State of New York.

15. At all relevant times, Defendant MCINNIS was the President of Defendant District Council.¹

16. Defendant MCINNIS is an employer within the meaning of the New York State and New York City Labor Laws.

17. Defendant MCINNIS supervised Plaintiff DONNELLY during his employment with the DISTRICT COUNCIL.

18. Defendant CHARLES F. MCINNIS (“C. MCINNIS”) resides in the State of New York.

19. Defendant C. MCINNIS is an Owner and/or Officer of Defendants Kennelly Development LLC, Double Rock Development, Inc. and Belle Harbor 127, LLC.

¹ 1. On February 21, 2018, President of the District Council Steve McInnis resigned due to violation(s) of personnel policy arising from reported claims of sexual harassment by a female employee.

20. Defendant C. MCINNIS is the brother of the Defendant DISTRICT COUNCIL's then President, Defendant MCINNIS.

21. Defendant JAMES KENNELLY ("KENNELLY") resides in the State of New York.

22. Defendant KENNELLY is an Owner and/or Officer of Defendants Kennelly Development LLC, Double Rock Development, Inc. and Belle Harbor 127, LLC.

23. Defendant KENNELLY DEVELOPMENT COMPANY LLC ("KENNELLY COMPANY") is a domestic limited liability company authorized to do business in the State of New York.

24. Defendant KENNELLY COMPANY is a licensed contractor that conducts business in the City and State of New York and has a principal place of business located at 17 Lexington Avenue, Brooklyn, New York.

25. Defendant DOUBLE ROCK DEVELOPMENT, INC. ("DOUBLE ROCK") is a domestic corporation authorized to do business in the State of New York.

26. Defendant DOUBLE ROCK is a real estate development firm and/or contractor that conducts business in the City and State of New York and has a principal place of business located at 17 Lexington Avenue, Brooklyn New York.

27. Defendant BELLE HARBOR 127, LLC ("BELLE HARBOR") is a domestic limited liability company authorized to do business in the State of New York.

28. Defendant BELLE HARBOR is a real estate holding company owned and controlled by Defendants James Kennelly and Charles F. McInnis which has a principal place of business located at 110 Wall Street, New York, New York.

29. Defendant I'LL GO INC. ("I'LL GO") is a domestic corporation authorized to do business in the State of New York.

30. Defendant I'LL GO is a real estate holding company owned and controlled by Defendants James Kennelly and Charles F. McInnis which has a principal place of business located at 471 Henry Street, Oceanside, New York.

STATEMENT OF FACTS
Michael Donnelly's Employment with District Council

31. From April 11, 2011 to May 9, 2017, Plaintiff DONNELLY was employed by Defendant DISTRICT COUNCIL as a council representative.

32. At all relevant times, Plaintiff DONNELLY was fully qualified and competent to perform his job duties.

33. Plaintiff DONNELLY's duties included pursuing and recruiting new members, increasing market share of membership working in the construction industry, promoting the use of local union employees at New York City job sites and protecting employment opportunities and safe work conditions for the members working on New York City jobsites.

34. To perform his duties as a council representative, Plaintiff DONNELLY engaged in acts that promoted local union membership, organized union carpenter members, visited construction sites to promote the use and employment of local union labor membership on New York City construction jobsites and protect the safety and wellbeing of all members working on job sites and to report any construction safety violations and/or dangerous conditions on job sites.

35. On a regular basis, Plaintiff visited various local construction job sites to inspect whether safety procedures were being followed, whether the conditions were Occupational Safety Hazard Act (OSHA)² compliant and report safety issues that needed to be addressed to local governing bodies, including the New York City Building Department.

36. During his employment, Plaintiff DONNELLY visited hundreds of sites and completed Defendant DISTRICT COUNCIL's job sheet to report any unsafe conditions to fulfill his duties.

37. Prior to being hired as a council representative, Plaintiff DONNELLY was employed in law enforcement; was a Sergeant of the New York City Police Department supervising Anti-terrorism patrols from 1994-2006 and from 1986-1994, he was employed as a Police Officer working on patrol in the Anti-Crime Unit and Street Narcotics Enforcement Unit.

² <https://www.osha.gov/>

38. In 2002, Plaintiff DONNELLY became a member of the Local Union 45 as a carpenter and worked for union signed contractors doing both interior and exterior finish work, protection and safety work.

39. From 2002 to the present, Plaintiff DONNELLY has been continuously employed as a Local Union 45 Carpenter and in December 18, 2007, became a Certified Shop Steward.

40. As a shop steward, Plaintiff DONNELLY's role and duties include reporting safety and health problems that carpenters are exposed to on job sites.

41. During his employment, Plaintiff DONNELLY received performance evaluations that reflected he "exceeded" expectations and was considered a "major contributor."

42. At all relevant times, Plaintiff DONNELLY performed his job duties satisfactorily and was noted in annual performance reviews as displaying competency in the following areas:

- **Job Knowledge:** "Mike has good knowledge of the jurisdiction and regularly reports issues to the appropriate agencies such as OSHA."
- **Leadership/Initiative:** "He has been applying his knowledge to lead campaigns." "Mike is still often assigned to leadership roles and often leads campaigns for the counsel."

- **Teamwork/Interpersonal Skills:** “Mike is very supportive of his fellow team members. He provides them with feedback and information to help them do their jobs, and challenges them to consider issues from different angles to ensure they make good decisions.”
- **Performance Summary:** “Mike has continued to be a very strong member of the team. He is a natural leader and is passionate about the Union’s cause. He can manage large volumes of work and is now doing internet research to help support initiatives he is tackling. He is a creative problem solver and a strong decision maker. He can thus be entrusted to manage campaigns and report issues to regulatory bodies as needed.”

43. During his seven years of employment, Plaintiff DONNELLY had never received a negative performance review, had not received a write-up, warning nor was disciplined by his employer, Defendant DISTRICT COUNCIL for performance issues.

Whistleblower Protected Status/Retaliation

44. During his employment, Plaintiff DONNELLY was very vocal and active in the construction industry about promoting employment opportunities for the carpenter members that he represented against “open shop association” and non-member employers. Open shop association is a term in the construction industry that refers to an owner, general contractor or developer who does not exclusively hire members and/or may employ undocumented workers on their jobsites.

45. Plaintiff DONNELLY was also proactive in ensuring that his carpenter members worked under safe conditions on New York City construction jobsites controlled by New York City developers, contractors and employers.

46. On various occasions during his employment, Defendant MCINNIS, President of Defendant DISTRICT COUNCIL, interfered with Plaintiff DONNELLY's job duties.

47. More specifically, Defendant MCINNIS directed Plaintiff not to pursue certain job sites for members' employment opportunities and to refrain from visiting or inspecting certain New York City construction jobsites that were owned and/or controlled by various developers, contractors and/or employers with whom Defendant MCINNIS had relationships.

48. During Plaintiff's employment, Defendant MCINNIS made negative comments about Plaintiff DONNELLY no longer being a "cop" in the performance of his duties as a council representative.

49. During Plaintiff's employment, Plaintiff DONNELLY complained about Defendant MCINNIS' treatment of him and interference with his job duties.

50. During Plaintiff's employment, Defendants DISTRICT COUNCIL, by their agents, servants and/or employees and/or GEIGER were aware of Defendant MCINNIS' interference with Plaintiff's performance of his duties as a council representative and failed and/or refused to take any action to remedy Plaintiff's complaints.

51. On April 27, 2017, Plaintiff DONNELLY visited several residential and commercial construction sites in the Far Rockaways which were part of a large “Build a Back Program” post-Hurricane Sandy for residential homes and commercial buildings.

52. One of the residential job sites Plaintiff DONNELLY inspected was located at 176-180 Beach 127th Street Rockaway, New York.

53. At all relevant times, the 176-180 Beach 127th jobsite was an “open shop” owned, constructed, controlled, managed, maintained and/or supervised by Defendants C. MCINNIS and KENNELLY and the corporate entities they owned and controlled, including and in particular, Defendants KENNELLY COMPANY, DOUBLE ROCK DEVELOPMENT, INC., BELLE HARBOR 127, LLC and I’LL GO INC.

54. During his visit to the 176-180 Beach 127th jobsite on April 27, 2017, Plaintiff DONNELLY entered the job site through an open construction fence and proceeded upstairs to the second floor.

55. While on the site, Plaintiff DONNELLY observed several unsafe conditions and noted the safety violations on Plaintiff’s District Council job sheet as part of his duties.

56. On the second floor of the jobsite Plaintiff DONNELLY observed two male workers performing carpentry work. When Plaintiff asked these workers questions regarding who was supervising the job, they were unable to answer as they did not speak any English. One of the workers pointed Plaintiff towards the stairs and third floor.

57. Once on the third floor of the job site, Plaintiff DONNELLY was met by Defendant KENNELLY. Plaintiff DONNELLY identified himself as a council representative and began to speak to Defendant KENNELLY about the benefits of union labor and safe operations on jobsites. Defendant KENNELLY interrupted Plaintiff and began criticizing the “carpenters” and blaming them for “dropping [his] crane on a prior job” and “putting him out of business.”³

58. At that time and place, Plaintiff DONNELLY explained to Defendant KENNELLY that the carpenters do not perform crane operations on job sites and handed him his business card. Defendant KENNELLY told Plaintiff to leave his jobsite.

59. As part of his duties, Plaintiff DONNELLY reported the violations to the New York City Department of Buildings. The category code for the complaint was Site Conditions, Endangering Workers while Construction in Progress, Construction Site Unsafe and Worker Conditions Unsafe. More specifically, a second floor terrace had no railing, and the exterior stairs from the first to the third floor had no hand rails.

60. In response to Plaintiff DONNELLY’s complaint of safety violations, an emergency response team from NYC DOB was assigned and complaint no. 4689295 was issued for the job site and to the Defendants CONTRACTORS, owner and/or owner’s agent on April 27, 2017.

³ <https://law.justia.com/cases/new-york/other-courts/2011/2011-21046.html>

61. On April 28, 2017, other safety violations by the New York City Department of Buildings were issued for the job site 176-180 Beach 127th Street Far Rockaway, New York under ECB violation no. 35244288R with infraction code 209 under Building Code 3301.2, 27-1009 (A, Failure to Safe Guard All Persons and Property affected by Construction Operations). **See attached Exhibit A.**

62. Upon information and belief, the total amount of penalties issued was approximately \$30,000 for the subject job site.

63. Upon information and belief, Defendant CONTRACTORS paid the fines and resolved the violations.

64. Upon information and belief, Defendant CONTRACTORS complained to Defendants DISTRICT COUNCIL, MCINNIS and/or GEIGER regarding Plaintiff DONNELLY's reporting of unsafe conditions at their jobsite.

65. Within seven (7) business days thereafter, without warning or justification, on May 9, 2017, Plaintiff DONNELLY was called into a meeting run by Defendant MCINNIS.

66. During the May 9, 2017 meeting, Defendant MCINNIS fired Plaintiff DONNELLY.

67. During the May 9, 2017 termination meeting, while Defendant MCINNIS (President) and Matthew Walker (Director of Operations), Executive Secretary Defendant GEIGER was not present.

68. Initially, during the meeting on May 9, 2017, Defendant MCINNIS provided no substantive reason for Plaintiff's termination except for the remark by District Council's Director of Operations, Matthew Walker that the "District Council lost faith in you."

69. Plaintiff DONNELLY complained to Defendant MCINNIS during the meeting that he believed he was being fired for reporting Defendant MCINNIS' brother, Charles McInnis. In reply, Defendant MCINNIS screamed at Plaintiff "you're fired for being insubordinate."

70. On May 14, 2017, Plaintiff DONNELLY complained and requested a meeting with Defendant GEIGER to discuss his termination and request for reinstatement.

71. Defendant GEIGER denied Plaintiff DONNELLY's request and refused to reinstate Plaintiff to his position.

72. Plaintiff DONNELLY was terminated in retaliation for his reporting of safety violations committed by Defendants CONTRACTORS (CHARLES and KENNELLY) at their job site.

73. Plaintiff DONNELLY was terminated in retaliation for his reporting of safety violations committed by Defendants CONTRACTORS (CHARLES and KENNELLY) at their job site for illegal purposes.

74. As a result of his unlawful termination, Plaintiff DONNELLY sustained monetary damages including the loss of his salary as a council representative and a reduction in retirement benefits due to the loss of his position and other monetary losses.

FIRST CAUSE OF ACTION
NEW YORK LABOR LAW § 215(a)

75. Plaintiff DONNELLY incorporates below all facts alleged in the above paragraphs "1" to "74."

76. By the acts described herein, Defendants were on notice that their practices and procedures violated various state and/or local statutes and/or regulations. The violations resulted in retaliation against, Plaintiff DONNELLY by terminating him because he complained and reported to the NYC Building Department construction site safety violations on a jobsite owned and/or operated by Defendants CONTRACTORS (CHARLES and KENNELLY).

77. Plaintiff's complaints of Defendants' violations resulted in retaliatory action taken against him culminating in his termination in violation of N.Y.L.L. § 215(a).

78. As a result of Defendants' retaliation against him, Plaintiff DONNELLY suffered damages, including without limitation, deprivation of income and benefits, loss of opportunity for advancement and promotion, emotional pain, suffering, inconvenience, mental anguish, humiliation and damage to reputation and career.

SECOND CAUSE OF ACTION
MISREPRESENTATION, DECEIT, FRAUD

79. Plaintiff DONNELLY repeats and realleges the allegations in paragraphs "1" to "78" as is fully set forth herein.

80. Defendants, by their agents, servants and/or employees, made material misrepresentation(s) of fact that Plaintiff would be judged on the basis of merit and ability, and that Plaintiff would not be deceived with respect to the reason for which he

was given for termination.

81. Defendants, by their agents, servants and/or employees, concealed facts from Plaintiff, which Defendants had an affirmative duty to disclose, to the effect that Defendants would not deprive Plaintiff with an opportunity to determine and enforce his rights as an employee.

82. Defendants, by their agents, servants and/or employees, held themselves out as being suited so that Plaintiff would reasonably rely on Defendants' statements as his employer.

83. Defendants, by their agents, servants and/or employees, conspired against Plaintiff with the intent to injure and harm Plaintiff, his reputation, livelihood, reputation and good name.

84. Defendants, by their agents, servants and/or employees, made these material misrepresentations and concealed facts with the knowledge of the falsity of the representations made, with the intent to induce Plaintiff to rely on such representations. As a result, Plaintiff reasonably relied on Defendants' fraudulent and material misrepresentations.

85. As a result of Defendants' fraud, deceit and misrepresentations, by their agents, servants and/or employees, as set forth above, Plaintiff has suffered damages in excess of the jurisdictional requirements of this court.

86. Defendants' fraudulent actions, by their agents, servants and/or employees, toward Plaintiff were willful and intentional, and were made with the intent to vex, annoy, oppress and injure Plaintiff, and therefore, Plaintiff is entitled to punitive

damages.

87. As a direct result of Defendants' outrageous acts and omissions, conduct and retaliation by their agents, servants and/or employees, Plaintiff became emotionally distressed, physically distraught and sustained shock to his nervous system all resulting in damages to Plaintiff.

THIRD CAUSE OF ACTION
TORTIOUS INTERFERENCE

88. Plaintiff DONNELLY repeats and realleges the allegations in paragraphs "1" to "87" as if fully set forth herein.

89. Plaintiff had an economic right and/or contractual right to economic advantage in connection with his employment with Defendant DISTRICT COUNCIL.

90. Defendants, by their agents, servants and/or employees intentionally and maliciously interfered with Plaintiff's economic right and/or contractual right to economic advantage.

91. Defendants, by their agents, servants and/or employees, intentionally and maliciously interfered with Plaintiff's economic right and/or contractual right to economic advantage for their own economic benefit.

92. Defendants, collectively and/or individually, by their agents, servants and/or employees, made material misrepresentations and concealed facts with the knowledge of the falsity of the representations made, with the intent to harm Plaintiff.

93. Defendants, collectively and individually, by their agents, servants and/or employees, by fraudulent actions toward Plaintiff DONNELLY were willful and intentional, and were made with the intent to vex, annoy, oppress and injure Plaintiff, and therefore, Plaintiff is entitled to punitive damages.

94. As a result of the Defendants' acts, collectively and/or individually, Plaintiff has suffered damages in excess of the jurisdictional requirements of this court.

WHEREFORE, Plaintiff MICHAEL DONNELLY respectfully requests that this Court grant judgment for him and that it order and award him the following relief against the Defendants:

- (1) Grant Plaintiff declaratory judgment that the acts complained of herein violated Plaintiff's rights as secured by the New York Labor Law § 215(a), anti-retaliation provisions, public policy and other whistleblower protection laws;
- (2) Monetary damages loss of earnings, for lost benefits, health benefits, 401K contributions, social security, experience, training opportunities, and other benefits; in an amount to be proved at trial;
- (3) Compensatory damages for emotional pain and suffering, inconvenience, mental anguish, humiliation, and loss of reputation in an amount to be proved at trial;
- (4) Liquidated damages in an amount to be awarded at trial;
- (5) Punitive damages in an amount to be awarded at trial;
- (6) Attorney's fees, costs and disbursements;
- (7) Pre-judgement Interest; and

(8) Such additional relief to Plaintiff as the Court deems just and proper.

Dated: New York, New York
March 1, 2019

THE CLANCY LAW FIRM, P.C.
Attorneys for Plaintiff Michael Donnelly

By: /s/ Donna Clancy
Donna H. Clancy, Esq.
The Trump Building
40 Wall Street, 61st Floor
New York, New York 10005
(T) 212-747-1744

VERIFICATION

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

Donna H. Clancy, an attorney at law, duly admitted to practice in the Court of the State of New York, affirms under the penalties of perjury, that:

I am the founding attorney of The Clancy Law Firm, P.C., attorneys of record for Plaintiff Michael Donnelly.

I have read the foregoing VERIFIED COMPLAINT and know the contents thereof, and upon information and belief, I believe the matters alleged therein to be true.

The reason this verification is made by deponent and not by the Plaintiff is that the Plaintiff resides in a County other than the one in which the Plaintiff's attorneys maintain their office.

The source of deponent's information and the grounds for belief here are communications, papers, reports and investigations contained in the file.

Dated: New York, New York
March 1, 2019

/s/ Donna Clancy
Donna H. Clancy, Esq.

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

Index No.:

MICHAEL DONNELLY,

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THE NEW YORK CITY AND VICINTY
DISTRICT COUNCIL OF THE UNITED
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KENNELLY, KENNELLY DEVELOPMENT
COMPANY LLC, DOUBLE ROCK
DEVELOPMENT, INC., BELLE HARBOR
127, LLC and I'LL GO INC.,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

THE CLANCY LAW FIRM, P.C.

Attorneys for Plaintiff
40 Wall Street - 61st Floor
New York, New York 10005
(212) 747-1744

To _____ Service of a copy of the within
is hereby admitted.

Dated: -----20-----

Attorneys for

PLEASE TAKE NOTICE:

NOTICE OF ENTRY

the within is a (certified) true copy of an Order duly entered
in the office of the clerk of the within named court

that

NOTICE OF SETTLEMENT

and order _____ of which the within is a true copy will be presented for settlement to the HON. _____ one of the
judges of the

that

On _____ 20 _____ at _____ M.

Dated,
Yours, etc.