

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 2240337

Book Page CIVIL

No. Pages: 13

Instrument: EFILING INDEX NUMBER

Control #: 201910160177

Index #: E2019009790

Date: 10/16/2019

Time: 9:24:21 AM

Return To:
ROBERT Y. LEWIS
151 East Post Road
Suite 102
White Plains, NY 10601

BATES, RICHARD L.

DEMOCRAT AND CHRONICLE, LLC
GANNETT NEW YORK NEWSPAPERS, INC.
GANNETT NEWS SERVICE, INC.
GANNETT CO., INC.
TEGNA INC.

State Fee Index Number	\$165.00	
County Fee Index Number	\$26.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: RR
Total Fees Paid:	\$210.00	

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

ADAM J BELLO

MONROE COUNTY CLERK



NEW YORK STATE SUPREME COURT
MONROE COUNTY

RICHARD L. BATES,

Plaintiff,

v.

DEMOCRAT AND CHRONICLE, LLC,
GANNETT NEW YORK NEWSPAPERS, INC.,
GANNETT NEWS SERVICE, INC.,
GANNETT CO., INC.,
TEGNA INC.,

Defendants.

Index No. _____

Date filed: October 15, 2019

SUMMONS

Plaintiff designates Monroe
County as the place of trial

Venue is based on the location
of defendants' principal office

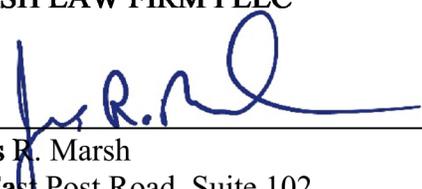
Child Victims Act Proceeding
22 NYCRR 202.72

TO THE ABOVE-NAMED DEFENDANTS:

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 plaintiffs' attorneys 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.

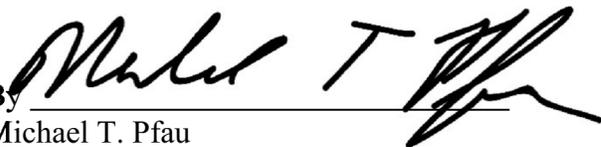
Dated: October 15, 2019

MARSH LAW FIRM PLLC

By 
James R. Marsh
151 East Post Road, Suite 102
White Plains, New York 10601-5210
Phone: 929-232-3235
jamesmarsh@marsh.law

Jennifer Freeman
151 East Post Road, Suite 102
White Plains, New York 10601-5210
Phone: 929-232-3128
jenniferfreeman@marsh.law

PFAU COCHRAN VERTETIS AMALA PLLC

By 

Michael T. Pfau
403 Columbia Street, Suite 500
Seattle, Washington 98104
Phone: 206-462-4335
michael@pcvalaw.com
Pro hac vice forthcoming

Jason P. Amala
403 Columbia Street, Suite 500
Seattle, Washington 98104
Phone: 206-462-4339
jason@pcvalaw.com
Pro hac vice forthcoming

Anelga Doumanian
403 Columbia Street, Suite 500
Seattle, Washington 98104
Phone: 206-451-8260
adoumanian@pcvalaw.com

Attorneys for Plaintiffs

NEW YORK STATE SUPREME COURT
MONROE COUNTY

RICHARD L. BATES,

Index No. _____

Plaintiff,

COMPLAINT

v.

DEMOCRAT AND CHRONICLE, LLC,
GANNETT NEW YORK NEWSPAPERS, INC.,
GANNETT NEWS SERVICE, INC.,
GANNETT CO., INC.,
TEGNA INC.,

Child Victims Act Proceeding
22 NYCRR 202.72

Defendants.

Plaintiff Richard L. Bates [“Rick”], by and through his attorneys, Marsh Law Firm PLLC and Pfau Cochran Vertetis Amala PLLC, alleges for his complaint the following:

I. PRELIMINARY STATEMENT

1. In approximately 1983, when he was 11 to 12 years old, Rick was employed as a newspaper delivery boy for the local Rochester, New York newspaper, the Democrat and Chronicle [“D&C”].

2. During that time, the D&C employed Jack Lazeroff [“Lazeroff”] as a district manager responsible for supervising and administering the D&C newspaper delivery routes including Rick’s which was located in the neighborhood surrounding his home at 593 Eastbrooke Lane, Rochester, New York.

3. Lazeroff left his job as an officer of the First Federal Savings and Loan Association of Rochester (which was later acquired by HSBC Bank USA) and President of the Rochester Chapter of the American Savings and Loan Institute to supervise young boys at the D&C.

4. Lazeroff was a predatory sex offender who used his employment and position with the D&C to sexually abuse Rick and other newspaper boys.

5. The sexual abuse of Rick and other newspaper boys occurred during Lazeroff's employment by the D&C as part of his official duties at the D&C and during his business hours.

6. The D&C failed to properly supervise Lazeroff, permitted Lazeroff unfettered and unsupervised access to Rick and other young boys, failed to address sexual abuse which was occurring in plain sight, and exposed Rick to danger.

7. These conditions allowed Lazeroff to grossly and repeatedly sexually abuse Rick when he was a minor working for the D&C.

II. PROCEEDING IN ACCORDANCE WITH CPLR 214-G AND 22 NYCRR 202.72

8. This complaint is filed pursuant to the Child Victims Act (CVA), CPLR 214-g and 22 NYCRR 202.72. The CVA opened a historic one-year, one-time window for victims and survivors of historic childhood sexual abuse in the State of New York to pursue lapsed claims. While he was a minor, Rick was a victim of one or more criminal sex acts in the State of New York including but not limited to New York Penal Law 130.20, 130.40, 130.45, 130.50, 130.52, 130.55, 130.60, 130.65, 130.75, 130.80, and 130.96.

9. Prior to the passage of the CVA, Rick's claims were time-barred the day he turned 22 years old. The enactment of the CVA allows Rick to pursue restorative justice in New York State.

III. PARTIES

10. Rick currently resides in Washington, DC.

11. While he was a minor, Rick was employed as a newspaper delivery boy at the D&C where he was sexually abused by Lazeroff.

12. During its long and storied history, the D&C, upon information and belief, was owned and incorporated in the State of New York as Democrat and Chronicle, LLC; Gannett New York Newspapers, Inc.; Gannett News Service, Inc.; Gannett Co., Inc.; and Tegna Inc.

13. To the extent the D&C was a different entity, corporation, or organization during the period of time during which Lazeroff was sexually abusing Rick and other boys, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

14. To the extent the D&C is a successor to a different entity, corporation, or organization which existed during the period of time during which Lazeroff was sexually abusing Rick and other boys, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

15. To the extent some other entity, corporation, or organization is a successor to the D&C, such successor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

IV. VENUE

16. Venue is proper because the D&C is a corporation authorized to transact business in New York with its principal office located in Rochester, New York.

17. Venue is proper because Monroe is the county in which a substantial part of the events or omissions giving rise to Rick’s claims occurred.

V. BACKGROUND FACTS

18. In approximately 1983, when Rick was 11 to 12 years old, he was employed as a newspaper delivery boy at the D&C.

19. Rick delivered newspapers for the D&C each morning, seven days a week.

20. Rick's mom was a single parent and he took the job at the D&C in order help his family financially.

21. Rick's small salary and commissions delivering newspapers supplemented the finances of his struggling family.

22. Lazeroff was the district manager at the D&C and supervised Rick's newspaper delivery route.

23. As part of Rick's employment at the D&C, Lazeroff required that Rick meet with him at least once a week.

24. During these work meetings, Lazeroff discussed Rick's D&C accounts, collected the money Rick received from D&C subscribers, and signed Rick's D&C route slips which allowed him to get paid.

25. Lazeroff repeatedly sexually abused Rick at these work meetings.

26. During these work meetings, Lazeroff would place on Rick's lap printed papers which contained subscriber information as they reviewed Rick's accounts on his couch. While Lazeroff was shuffling these papers, he would fondle Rick's groin area outside of his clothing.

27. This fondling quickly evolved to Lazeroff unzipping Rick's pants and pulling them down after which Lazeroff would continue to grope and fondle Rick's genitals.

28. After several weeks of this criminal sexual abuse, Lazeroff escalated the abuse to include oral sex.

29. When done, Lazeroff demanded that Rick wash his clothes so that evidence of the abuse would be destroyed.

30. This abuse continued weekly for about one year until Rick was approximately twelve years old.

31. Over time, Lazeroff started referring to his sexual abuse of Rick as “our little arrangement” and would threaten Rick that since it was an “arrangement” between just him and Rick, other people did not need to know about it.

32. Lazeroff also informed Rick that if Rick could find “other boys like you,” he would pay Rick an additional five dollars in cash each week for each boy and for doing such a “great job.”

33. In addition to the weekly meetings, Lazeroff also sexually abused Rick in or near the maintenance shed at 477½ Eastbrooke Lane, Rochester, New York, where the D&C-owned newspaper drop-off box was located and where Rick was required to pick up the newspapers for delivery each morning.

34. On Saturday mornings, Lazeroff would require work meetings and frequently drove Rick to different locations in his vehicle using the pretext that he wanted to show Rick different paper routes and meet other paperboys.

35. During these work drives, Lazeroff would again place on Rick’s lap the printed papers which contained subscriber information as an excuse to grope and fondle Rick’s genitals and groin area.

36. On at least one occasion, Lazeroff instructed Rick to “scratch his itch” and forcibly placed Rick’s hand down Lazeroff’s pants so Rick’s hand was touching Lazeroff’s genitals.

37. Throughout this entire ordeal, Rick was petrified and felt helpless to stop Lazeroff’s sexual abuse.

38. Upon information and belief, the vehicle used by Lazeroff to sexually abuse Rick was owned or operated by the D&C.

39. In the late 1990s, Rick telephoned Lazeroff's home and asked him "do you still like little boys?" Lazeroff's wife, Marilyn Lazeroff, who was listening in on the call exclaimed "why are you asking him about that, why are you asking him about that?" in a tone and with emphasis that clearly indicated she knew what Rick was talking about.

40. Upon information and belief, D&C employees were aware or should have been aware of Lazeroff's sexual abuse and propensity to commit sexual abuse since parents and others had complained to the D&C that they did not want Lazeroff anywhere near their children.

41. Upon information and belief, other D&C employees who supervised newspaper delivery boys were also committing sexual abuse of the D&C's newspaper delivery boys before, during, and after Lazeroff sexually abused Rick.

42. Lazeroff was ultimately fired from the D&C.

43. Lazeroff was arrested and charged with second degree sexual abuse in Monroe County in 1988.

VI. CAUSE OF ACTION

NEGLIGENCE

44. Plaintiff re-alleges the paragraphs set forth above and below.

45. During the relevant periods outlined in this complaint, Rick was between the ages of 11 and 12 years old.

46. At all relevant times, the D&C presented Lazeroff to the public and to Rick and his mother, as having been vetted, screened, and approved by the D&C.

47. At all relevant times, Rick and his mother reasonably relied upon the acts and representations of the D&C and reasonably believed that Lazeroff was an agent or employee of the D&C who was vetted, screened, and approved by the D&C.

48. At all relevant times, Rick and his mother trusted Lazeroff because the D&C held him out as someone who was safe and could be trusted with the supervision, care, custody, and control of Rick.

49. At all relevant times, Rick and his mother believed the D&C would exercise such care as would a parent of ordinary prudence in comparable circumstance when Lazeroff assumed supervision, care, custody, and control of Rick.

50. Based on the representations of the D&C that Lazeroff was trustworthy, Rick and his mother allowed Rick to be under the supervision of, and in the care, custody, and control of Lazeroff during the times when Lazeroff was sexually abusing Rick.

51. Neither Rick nor his mother would have allowed him to be under Lazeroff's supervision, care, custody, or control if the D&C had disclosed to Rick or his mother that Lazeroff was not safe and was not trustworthy, and that he in fact posed a danger to Rick in that Lazeroff was likely to sexually abuse Rick.

52. No parent of ordinary prudence in comparable circumstances would have allowed Rick to be under the supervision of, or in the care, custody, or control of Lazeroff if the D&C had disclosed to Rick or his mother that Lazeroff was not safe and was not trustworthy, and that he in fact posed a danger to Rick in that Lazeroff was likely to sexually abuse him.

53. Lazeroff used his position of trust and authority as a D&C district manager to groom Rick and to sexually abuse him repeatedly while Rick was under the supervision of, and in the care, custody, or control of Lazeroff as an employee of the D&C.

54. Upon information and belief, prior to the times mentioned herein, Lazeroff was a known or suspected sexual abuser of children.

55. Upon information and belief, at all relevant times, the D&C, its agents, servants, and employees, knew or should have known that Lazeroﬀ was a known or suspected sexual abuser of children.

56. Upon information and belief, at all relevant times, it was reasonably foreseeable to the D&C, its agents, servants, and employees that Lazeroﬀ's sexual abuse of children would likely result in injury to children including Rick and the other newspaper boys Lazeroﬀ supervised.

57. Upon information and belief, the D&C, its agents, servants, and employees knew or should have known that Lazeroﬀ's sexual abuse of Rick was ongoing.

58. Upon information and belief, the D&C its agents, servants, and employees, knew or should have known before and during Lazeroﬀ's sexual abuse of Rick, that other district managers had used their positions with the D&C to groom and sexually abuse children.

59. Upon information and belief, the D&C, its agents, servants, and employees concealed the sexual abuse of children by Lazeroﬀ and other D&C employees in order to conceal its own bad acts in failing to protect children from Lazeroﬀ and other D&C employees, to protect their reputation, and to prevent victims of such sexual abuse from coming forward during the extremely limited statute of limitations which existed prior to the enactment of the CVA, despite knowing that Lazeroﬀ and others would continue to sexually abuse children.

60. Upon information and belief, the D&C, its agents, servants, and employees, knowingly and recklessly disregarded their knowledge that Lazeroﬀ would use his position with the D&C to sexually abuse newspaper delivery boys including Rick.

61. Upon information and belief, the D&C, its agents, servants, and employees, disregarded their knowledge that Lazeroff would use his position with the D&C to sexually abuse newspaper delivery boys including Rick.

62. Upon information and belief, the D&C, its agents, servants, and employees, acted in concert with each other or with Lazeroff to conceal the danger that Lazeroff posed to children, including Rick, so that Lazeroff could continue his employment and access to newspaper delivery boys despite their knowledge of that danger.

63. Lazeroff's acts of sexual abuse qualify as predicate crimes grounding the extension or revival of claims under the recently enacted Child Victims Act (L. 2019, c. 11).

64. The D&C was negligent by, among other things, (i) failing to take reasonable steps to supervise Lazeroff, (ii) failing to fire or dismiss Lazeroff, (iii) failing to train D&C employees to recognize and prevent child sexual abuse, (iv) failing to warn Rick and his mother of the unreasonable risk posed by Lazeroff, (v) failing to take reasonable steps to protect Rick, (vi) failing to create a safe environment for newspaper delivery boys, and (vii) creating an environment posing an unreasonable risk of sexual abuse and other harm to Rick.

65. In breaching these duties, the D&C acted willfully and in conscious disregard of any need to protect Rick from Lazeroff.

66. It was reasonably foreseeable that the D&C's failure to exercise such care as would a parent of ordinary prudence in comparable circumstances would result in sexual abuse and other severe harm to Rick.

67. By reason of the D&C's wrongful acts, Rick sustained personal physical injury and physical sickness, including but not limited to, severe emotional and psychological distress, suicide attempts, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil and

loss of faith, a severe shock to the nervous system, physical pain and mental anguish, and emotional and psychological damage, and some or all of these injuries are of a permanent and lasting nature, and Rick has and will continue to expend sums of money for medical and other treatment.

VII. NO APPORTIONMENT OF LIABILITY

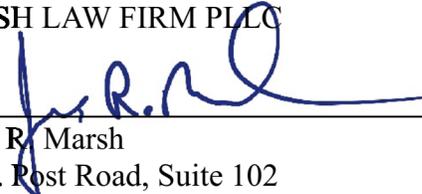
68. One or more of the exemptions set forth in CPLR 1601 and 1602 applies, thus precluding D&C from limiting its liability by apportioning some portion of total liability to any joint tortfeasor.

VIII. PRAYER FOR RELIEF

WHEREFORE, Rick demands judgment against the D&C for his causes of action, together with compensatory and punitive damages, and the interest, cost and disbursements pursuant to his causes of action and such other and further relief as the Court deems just and proper.

Dated: October 15, 2019
 White Plains, New York

MARSH LAW FIRM PLLC

By: 
 James R. Marsh
 151 E. Post Road, Suite 102
 White Plains, New York 10601
 Telephone: 212-372-3030
 Email: jamesmarsh@marsh.law

PFAU COCHRAN VERTETIS AMALA PLLC

By: 
 Michael T. Pfau, *Pro Hac Vice Motion Pending*
 403 Columbia St., Suite 500
 Seattle, Washington 98104
 Telephone: 206-462-4334
 Email: michael@pcvalaw.com