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JAMES R. MARSH  
31 Hudson Yards  
11th Floor  
New York, NY 10001

TACKETT, BALLARD  
ASH, KELBY

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: MJ
<b>Total Fees Paid:</b>	<b>\$210.00</b>	

State of New York

MONROE COUNTY CLERK'S OFFICE  
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JAMIE ROMEO

MONROE COUNTY CLERK



NEW YORK STATE SUPREME COURT  
MONROE COUNTRY

Index No. \_\_\_\_\_

BALLARD TACKETT and KELBY ASH,

Plaintiffs,

**SUMMONS**

- against-

Plaintiffs designate Monroe  
County as the Place of Trial

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

The basis of venue is one of the  
defendant's residence.

Defendants.

**Child Victim's Act Proceeding  
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: September 24, 2020

Respectfully Yours,

MARSH LAW FIRM PLLC

By  \_\_\_\_\_

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Attorneys for Plaintiffs

NEW YORK STATE SUPREME COURT  
MONROE COUNTRY

Index No. \_\_\_\_\_

BALLARD TACKETT and KELBY ASH,

Plaintiffs,

**COMPLAINT**

-against-

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

**Child Victim’s Act Proceeding**  
**NYCRR 202.72**

Defendants.

Plaintiffs Ballard Tackett (“Ballard”) and Kelby Ash (“Kelby”), by and through their attorneys of the Marsh Law Firm PLLC and Pfau Cochran Vertetis Amala PLLC, allege for their complaint the following:

**I. PRELIMINARY STATEMENT**

1. In the 1980s the Democrat and Chronicle (the “D&C”) newspaper employed Jack Lazeroff (“Lazeroff”) as a district manager responsible for supervising and administering the D&C newspaper delivery routes. The D&C’s newspaper delivery boys, including Ballard and Kelby, reported to Lazeroff and were subject to his direction and control. The D&C hired Lazeroff soon after he had been fired from his prior position at a bank where he was seen, through floor-to-ceiling office windows overlooking the bank lobby, sexually abusing high school boys applying for student loans.

2. Once at the D&C, Lazeroff sexually abused Ballard and Kelby while they were performing Lazeroff’s newspaper delivery duties as D&C employees on D&C paper routes and at other locations during working hours.

3. Ultimately, the D&C fired Lazeroff for “messaging with” one or more paper boys at the newspaper. Lazeroff was subsequently arrested on multiple occasions for engaging in the same sexually abusive behavior he inflicted on Plaintiffs and other D&C paper boys.

4. The D&C was responsible for protecting Plaintiffs from foreseeable harm when they were in the D&C’s care, custody, and control, including the danger of being sexually abused by one of their employees.

5. The D&C was also responsible for ensuring that others, including their employees, volunteers, and agents, did not use the tasks, premises, and instrumentalities of the defendants to target, groom, and sexually abuse children, including Plaintiffs.

6. Despite the fact that D&C knew or should have known that Plaintiffs were in danger of being sexually abused by one of their employees, Lazeroff, the D&C failed to take reasonable steps to protect them from that danger.

7. The D&C negligently hired Lazeroff then failed to properly supervise him. The D&C permitted Lazeroff unfettered and unsupervised access to Plaintiffs and other young children, failed to address sexual abuse that was occurring in plain sight, and exposed Plaintiffs to danger. As a result of the wrongful conduct of the D&C, Plaintiffs were sexually abused by their D&C supervisor, Lazeroff.

## **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) 2019 Sess. Law News of N.Y. Ch. 11 (S. 2440), CPLR 214-G, and 22 NYCRR 202.72. The CVA opened a historic one-year one-time window for victims and survivors of childhood sexual abuse in the State of New York to pursue lapsed claims. Prior to the passage of the CVA, each Plaintiff’s claims were time-barred the day the Plaintiff turned 22 years old. The enactment of the CVA allows each Plaintiff, for the first time in the Plaintiff’s life, to pursue restorative justice in New

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

### III. PARTIES

9. During its long and storied history, the D&C 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.

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

11. 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 Plaintiffs and others, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

12. 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.

13. All such entities, corporations, and organizations, including defendants Democrat and Chronicle, LLC, Gannett New York Newspapers, Inc., Gannett News Service, Inc., Gannett Co., Inc., and Tegna, Inc., are collectively referred to herein as the "D&C."

14. Ballard Tackett is an adult male who currently resides in Rochester, New York.

15. While he was a minor, Ballard was employed as a newspaper delivery boy at the D&C. While he was employed as a newspaper delivery boy at the D&C, Ballard was a victim of

one or more criminal sex acts in the State of New York, including sexual acts that would constitute a sexual offense as defined by the Child Victims Act.

16. Kelby Ash is an adult male who currently resides in Rochester, New York.

17. While he was a minor, Kelby was employed as a newspaper delivery boy at the D&C. While he was employed as a newspaper delivery boy at the D&C, Kelby was a victim of one or more criminal sex acts in the State of New York, including sexual acts that would constitute a sexual offense as defined by the Child Victims Act.

**IV. VENUE**

18. Venue is proper because at all relevant times the D&C was a New York corporation authorized to transact business in New York with its principal office located in Rochester, New York.

19. Venue is proper because Monroe is the county in which a substantial part of the events or omissions giving rise to each Plaintiff's claims occurred.

20. Venue is proper because each Plaintiff currently resides in Rochester, New York, in Monroe county.

21. The amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**V. STATEMENT OF FACTS**

22. At all relevant times the D&C was responsible for the safety of its minor newspaper delivery boys, including Plaintiffs.

23. At all relevant times the D&C was responsible for ensuring that its employees, volunteers, and agents did not pose a danger to its minor newspaper delivery boys, including Plaintiffs.

24. At all relevant times the D&C was responsible for creating and implementing policies, practices, and procedures to ensure that its minor newspaper delivery boys were not sexually abused while working for the D&C and that its agents did not use their position with the D&C, including its tasks, premises, and instrumentalities, to sexually abuse its minor newspaper delivery boys.

25. At all relevant times the D&C held itself out to the public as the owner and/or operator of the D&C.

26. At all relevant times the D&C was responsible for and did the staffing and hiring at the D&C.

27. At all relevant times Lazeroff was an agent of the D&C, including when he used his position with the D&C to sexually abuse Plaintiffs.

28. At all relevant times Lazeroff was acting in the course and scope of his agency with the D&C, including when he used his position with the D&C to sexually abuse Plaintiffs.

#### **Lazeroff's Termination as a Bank Officer for Sexually Abusing Staff and Minor Clients**

29. Prior to working for the D&C, Lazeroff was terminated as an officer of the First Federal Savings and Loan Association of Rochester ("First Federal") (which was later acquired by HSBC Bank USA).

30. According to Ellen deBuono, who was First Federal's human resources manager at the time, Lazeroff was fired because young men who worked at the bank complained that Lazeroff was sexually molesting them at work.

31. Another woman who worked at First Federal, Mrs. Howe, and other bank employees witnessed Lazeroff on multiple times sexually abusing high school-aged young men



who had applied to the bank for student loans, masturbating himself and the applicants under his desk.

32. Howe revealed in a newspaper interview that “A lot of people saw it happening because his office had a full-length window, floor to ceiling, and his office was just off of the main lobby. This was happening all the time. I don’t think there was ever a male applicant that wasn’t subjected to this abuse.”

33. Howe reported what she saw to her boss at First Federal.

### **Lazeroff’s Sexually Abusive Supervision of Ballard**

34. In approximately 1985, when he was about 11 to 12 years old, Ballard was employed as a newspaper delivery boy for the D&C where he reported to Lazeroff.

35. Ballard delivered newspapers for the D&C each morning several days a week.

36. Lazeroff, as part of his official duties at the D&C, directly supervised Ballard and other newspaper delivery boys.

37. As part of Ballard’s employment at the D&C, Lazeroff required that Ballard meet with him on demand.

38. Many of those meetings occurred in Lazeroff’s car that was owned, operated, and/or subsidized by the D&C so that Lazeroff could carry out his duties as its agent, including the supervision of Ballard and other newspaper delivery boys.

39. Lazeroff also sometimes required that Ballard accompany him on subscription sales or collections on delinquent accounts.

40. During these meetings, Lazeroff would sexually molest Ballard, including rubbing his hand on Ballard’s leg, knee, thigh, and groin.

41. Lazeroff escalated his sexual abuse of Ballard over time. He started frequently picking Ballard up in his vehicle during Ballard's newspaper routes for the D&C, he assigned Ballard more newspaper delivery shifts for the D&C, and he began asking Ballard to help Lazeroff supervise the other newspaper routes and shifts for the D&C.

42. During their work for the D&C, Lazeroff frequently took Ballard to the House of Donuts in Rochester, New York.

43. While parked in the newspaper delivery vehicle in front of the donut shop, Lazeroff would sexually abuse Ballard, including rubbing Ballard's legs, knees, thigh, and groin.

44. On the occasions that Ballard was wearing shorts, Lazeroff would rub his hand along Ballard's leg and thigh underneath Ballard's shorts.

45. Lazeroff sexually fondled Ballard's leg in this manner many different times.

46. Lazeroff would make "small talk" while touching Ballard, and would tell him "nice job" and ask him "how was your day?"

47. On at least one occasion while they were working for the D&C, Lazeroff fondled Ballard's testicles and penis with Lazeroff's bare hands underneath Ballard's clothing. Ballard grabbed Lazeroff's hand and pulled it away and told him "stop."

48. Following this incident, Ballard was approached and interviewed by police regarding Lazeroff. The officers asked Ballard if Lazeroff had "touched him" sexually.

49. After speaking with the police, Ballard stopped working as a paperboy for the D&C and did not see Lazeroff again.

50. Throughout this entire ordeal, Ballard was petrified and felt helpless to stop Lazeroff's sexual abuse, particularly when both Ballard and Lazeroff were working for the D&C during the sexual abuse.

51. The sexual abuse of Ballard and other newspaper boys occurred while Ballard and Lazeroff were employed by the D&C as part of their official duties at the D&C, on established routes and locations designated by the D&C, and during business hours for the D&C.

52. The D&C failed to take reasonable steps to properly supervise Lazeroff to prevent him from using his position with the D&C to sexually abuse Ballard, unreasonably permitted Lazeroff unfettered and unsupervised access to Ballard and other young boys despite the fact that the D&C knew or should have known that he would use his position to sexually abuse them, failed to take reasonable steps to prevent Lazeroff's sexual abuse of Ballard that was occurring in plain sight, and otherwise failed to implement policies, procedures, and practices that would have prevented Lazeroff from sexually abusing Ballard when Ballard was in the D&C's care, custody, or control.

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

#### **Lazeroff's Sexually Abusive Supervision of Kelby**

54. From approximately 1982 to 1984, when he was about 11 to 13 years old, Kelby was employed as a newspaper delivery boy for the D&C, where he reported to Lazeroff.

55. Kelby delivered newspapers for the D&C each morning, often seven days a week.

56. Lazeroff, as part of his official duties at the D&C, directly supervised Kelby and other newspaper delivery boys.

57. As part of Kelby's employment at the D&C, Lazeroff required that Kelby meet with him on demand.

58. Many of those meetings occurred in Lazeroff's car that was owned, operated, and/or subsidized by the D&C so that Lazeroff could carry out his duties as its agent, including the supervision of Kelby and other newspaper delivery boys.

59. On at least one occasion, Lazeroff made an unannounced visit to Kelby's home while Kelby's parents were not present. Lazeroff entered Kelby's home and began searching the house for Kelby, while calling out Kelby's name.

60. Lazeroff also sometimes required that Kelby accompany him on subscription sales or collections on delinquent accounts.

61. During these meetings, Lazeroff instructed Kelby to fill out paperwork and would spread papers and forms across Kelby's lap and begin writing. Under the pretense of filling out this paperwork, Lazeroff would rub Kelby's legs and thighs, and fondle Kelby's genitals.

62. On multiple occasions during their work for the D&C, Lazeroff took Kelby to the House of Donuts in Rochester, New York. While parked in his vehicle in front of the location, Lazeroff would rub Kelby's legs and thighs, and fondle Kelby's genitals.

63. On at least one occasion while they were working for the D&C, Lazeroff required Kelby to accompany him to his home. While there, Kelby observed another D&C employee inside Lazeroff's home. While Lazeroff was out of the room, Kelby asked the D&C employee about Lazeroff, asking "what's up with this guy?" Kelby told the employee that Kelby was concerned about the way Lazoff was acting around him. Kelby observed the employee go "white as a sheet" and the employee responded "listen, I've heard things, protect yourself, never be alone with this guy." The employee told Kelby that there were many rumors and open conversations at the D&C about Lazeroff's behavior.

64. Throughout this entire ordeal, Kelby was petrified and felt helpless to stop Lazeroff's sexual abuse, particularly when both Ballard and Kelby were working for the D&C during the sexual abuse.

65. The sexual abuse of Kelby and other newspaper boys occurred while Kelby and Lazeroff were employed by the D&C as part of their official duties at the D&C, on established routes and locations designated by the D&C, and during business hours for the D&C.

66. The D&C failed to take reasonable steps to properly supervise Lazeroff to prevent him from using his position with the D&C to sexually abuse Kelby, unreasonably permitted Lazeroff unfettered and unsupervised access to Kelby and other young boys despite the fact that the D&C knew or should have known that he would use his position to sexually abuse them, failed to take reasonable steps to prevent Lazeroff's sexual abuse of Kelby that was occurring in plain sight, and otherwise failed to implement policies, procedures, and practices that would have prevented Lazeroff from sexually abusing Kelby when Kelby was in the D&C's care, custody, or control.

67. These conditions allowed Lazeroff to groom Kelby for sexual abuse and repeatedly subject Kelby to sexual touching and contact.

#### **Lazeroff's Abuse of Other Paper Boys and Termination from the D&C**

68. During the time that Lazeroff was employed by the D&C, Pat Buttaro was employed by the D&C to deliver papers to carriers' homes in the Charlotte neighborhood in Rochester, New York.

69. In the 1980s, Buttaro approached the porch of a home on Lake Avenue in the Charlotte neighborhood when "Someone, I'm assuming the paperboy's father, opened the door and started screaming profanities at me. I said, 'Calm down, could you talk to me?' He said, 'I never want that man ever, ever near my son.' I said, 'Tell me who you mean.' He said, 'District manager Jack Lazeroff. Don't ever leave these papers here again.'"

70. Buttaro summoned a D&C supervisor to the scene. When the supervisor arrived, Buttaro informed him, “this gentleman said Mr. Lazeroff touched his son inappropriately.” In response, the D&C supervisor told Buttaro that he would “handle it.”

71. Buttaro’s sister, Donna Manard, who also worked in the D&C circulation at the time, heard the radio call for a supervisor that morning and later learned about the incident concerning Lazeroff from her sister.

72. Lazeroff ceased working as that area’s district manager shortly after the incident.

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

74. Buttaro later asked a D&C superior how the company had followed up on the complaint about Lazeroff, stating “if it happened to one, it could have happened to somebody else.” In response the D&C chain of command told her, “Don’t worry about it. Don’t talk about it.”

75. Recently, Mark Adamski, a former D&C circulation department employee, sent D&C reporters a short email that posed the question: “Why doesn’t the paper do a story about Jack Lazeroff? He preyed on the paperboys in the mid-to late 1980s.”

76. Adamski was informed by his D&C co-worker, Robert Bootes, that Lazeroff was ultimately fired “for messing with a paperboy.”

77. At one point, Adamski had breakfast with a D&C circulation executive with whom he remained friendly: “He said, ‘Oh by the way, Lazeroff got fired. He was molesting the paperboys.’ But then he told me they’re going to put in his file that he was stealing funds from the newspaper.”

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

79. The sexual abuse of Plaintiffs 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 business hours.

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

81. These conditions allowed Lazeroff to grossly and repeatedly sexually abuse Plaintiffs and other newspaper boys when they were minors working for the D&C.

**Lazeroff's Arrests for Sexual Abuse and Inappropriate Conduct  
with D&C Paperboys and Other Minors**

82. Police and court records reveal that Lazeroff was arrested twice in the late 1980s on accusations of sexual abuse or inappropriate conduct with young boys in Penfield and Greece, New York. Some of these boys were D&C paperboys.

83. Lazeroff was arrested in 1987 on suspicion that he was groping paperboys in a House of Donuts in Greece, New York.

84. According to a police report, Lazeroff was charged with disorderly conduct.

85. An employee of the House of Donuts on Latta Road in Greece, New York, told police that Lazeroff came into the store "almost daily with a young paperboy."

86. The police report reveals that an employee at the House of Donuts described how Lazeroff would buy the paperboy a doughnut, then rub the inside of the boy's thighs as the boy ate while sitting on a stool: "The employee also stated that she feels the victim looks extremely uncomfortable at the time and seems that he doesn't know how to stop the suspect's actions.

(Witnesses) stated that they don't know the name of the boy, but since then, the suspect has come

into the shop with two other youths, and basically the same thing is happening.” The witness also reported that Lazeroff would develop a noticeable erection.

87. The 1987 report indicates Greece police were able to identify three boys who had been subjected to Lazeroff’s behavior. One was 13, another 14. The age of the third is not shown in the report. All three were paperboys, according to the report, which also identifies Lazeroff as a Gannett district manager.

88. Lazeroff was also arrested in 1988 and charged with sexual abuse in the second degree, a misdemeanor reserved for incidents in which the alleged victim is under the age of 14 or unable to consent to sexual contact.

**VI. CAUSES OF ACTION AS TO ALL PLAINTIFFS**  
**NEGLIGENCE**

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

90. During the relevant periods outlined in this complaint, Defendants had a duty to take reasonable steps to protect each Plaintiff from foreseeable harm while the Plaintiff was in its care, custody, and control, including when each Plaintiff was a minor employee of the D&C.

91. At all relevant times, the D&C presented Lazeroff to the public and to Plaintiffs and their parents, as having been vetted, screened, and approved by the D&C.

92. At all relevant times, each Plaintiff and their parents 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.

93. At all relevant times, each Plaintiff and their parents 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 each Plaintiff.



94. At all relevant times, each Plaintiff and their parents 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 each Plaintiff.

95. Based on the representations of the D&C that Lazeroff was trustworthy, each Plaintiff and their parents allowed each Plaintiff to be under the supervision of, and in the care, custody, and control of Lazeroff during the times when Lazeroff was sexually abusing each Plaintiff.

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

97. No parent of ordinary prudence in comparable circumstances would have allowed Plaintiffs to be under the supervision of, or in the care, custody, or control of Lazeroff if the D&C had disclosed to each Plaintiff or each Plaintiff's parents that Lazeroff was not safe and was not trustworthy, and that he in fact posed a danger, in that Lazeroff was likely to sexually abuse them.

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

99. Prior to the times mentioned herein, Lazeroff was a known or suspected sexual abuser of children.

100. At all relevant times the D&C, through its agents, servants, and employees, knew or should have known that Lazeroff was a known or suspected sexual abuser of children.

101. At all relevant times it was reasonably foreseeable to the D&C, through its agents, servants, and employees, that Lazeroff's sexual abuse of children would likely result in injury to children, including Plaintiffs and the other newspaper boys who Lazeroff supervised and sexually abused.

102. The D&C, through its agents, servants, and employees, knew or should have known that Lazeroff's sexual abuse of each Plaintiff was ongoing.

103. The D&C, through its agents, servants, and employees, knew or should have known before and during Lazeroff's sexual abuse of each Plaintiff, that other D&C employees had used their positions with the D&C to groom and sexually abuse children.

104. The D&C, through 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.

105. The D&C, through 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 Plaintiffs.

106. The D&C, through 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 Plaintiffs.

107. The D&C, through its agents, servants, and employees, acted in concert with each other or with Lazeroff to conceal the danger that Lazeroff posed to children, including Plaintiffs,

so that Lazeroff could continue his employment and access to newspaper delivery boys despite their knowledge of that danger.

108. 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).

109. The D&C was negligent by, among other things, (i) hiring Lazeroff after he was fired from First Federal for sexually abusing employees and customers, (ii) failing to take reasonable steps to supervise Lazeroff and to prevent him from using his position with the D&C to sexually abuse each Plaintiff, (iii) failing to fire or dismiss Lazeroff despite the fact that the D&C knew or should have known that he was using his position with the D&C to sexually abuse children, including each Plaintiff, (iii) failing to train D&C employees to recognize and prevent child sexual abuse, (iv) failing to warn each Plaintiff and their parents of the unreasonable risk posed by Lazeroff, (v) failing to take reasonable steps to protect Plaintiffs from the danger of being sexually abused by Lazeroff when they were in the D&C's care, custody, or control, (vi) failing to create a safe environment for newspaper delivery boys, including each Plaintiff, and (vii) creating an environment posing an unreasonable risk of sexual abuse and other harm to each Plaintiff.

110. In breaching these duties, the D&C acted willfully and in conscious disregard of the need to protect each Plaintiff from Lazeroff.

111. 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 each Plaintiff.

112. As a direct and proximate result of the wrongful acts and omissions by the D&C, Lazeroff was able to use his position as its agent, including its tasks, premises, and instrumentalities, to sexually abuse each Plaintiff.

113. As a direct and proximate result of the wrongful acts and omissions by the D&C, each Plaintiff sustained personal physical and psychological injuries and physical sickness, including but not limited to, severe emotional and psychological distress, 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 each Plaintiff has and will continue to expend sums of money for medical and other treatment.

#### **VII. NO APPORTIONMENT OF LIABILITY**

114. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding any defendant from limiting its liability by apportioning some portion of liability to any joint tortfeasor.

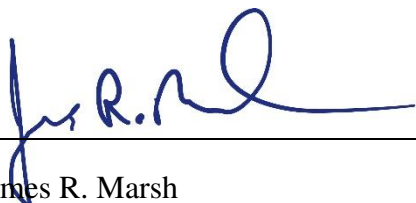
#### **VIII. PRAYER FOR RELIEF**

115. WHEREFORE, each Plaintiff 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.

116. Plaintiffs specifically reserves the right to pursue additional causes of action, other than those outlined above, that are supported by the facts pleaded or that may be supported by other facts learned in discovery.

Dated: September 24, 2020


MARSH LAW FIRM PLLC

By  \_\_\_\_\_

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Attorneys for Plaintiffs

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GOODSELL, FRANCIS L.  
PENBERG, RANDALL  
TRACY, PAUL  
YORK, JIM

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
<b>Total Fees Paid:</b>	<b>\$210.00</b>	

State of New York

MONROE COUNTY CLERK'S OFFICE  
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JAMIE ROMEO

MONROE COUNTY CLERK



NEW YORK STATE SUPREME COURT  
MONROE COUNTY

FRANCIS L. GOODSSELL, RANDALL PENBERG,  
PAUL TRACY, JIM YORK,

Index No. \_\_\_\_\_

Date filed: February 25, 2020

Plaintiffs,

v.

**SUMMONS**

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

Plaintiff designates Monroe  
County as the place of trial

Venue is based on the location  
of defendants' principal office

Defendants.

**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: February 25, 2020

MARSH LAW FIRM PLLC

PFAU COCHRAN VERTETIS AMALA PLLC

By   
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NEW YORK STATE SUPREME COURT  
MONROE COUNTY

FRANCIS L. GOODSSELL, RANDALL PENBERG,  
PAUL TRACY, JIM YORK,

Index No. \_\_\_\_\_

Plaintiffs,

**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.

-----  
Plaintiffs Francis L. Goodsell (“Fran”), Randall Penberg (“Randy”), Paul Tracy (“Paul”),  
and Jim York (“Jim”) by and through their attorneys, Marsh Law Firm PLLC and Pfau Cochran  
Vertetis Amala PLLC, allege for their complaint the following:

**I. PRELIMINARY STATEMENT**

1. In the 1980s the Democrat and Chronicle (the “D&C”) newspaper employed Jack  
Lazeroff (“Lazeroff”) as a district manager responsible for supervising and administering the  
D&C newspaper delivery routes. The D&C’s newspaper delivery boys, including Fran, Randy,  
Paul, and Jim, reported to Lazeroff and were subject to his direction and control.

2. The D&C hired Lazeroff soon after he had been fired from his prior position at a  
bank where he was seen, through floor-to-ceiling office windows overlooking the bank lobby,  
sexually abusing high school boys applying for student loans.

3. Once at the D&C, Lazeroff sexually abused Fran, Randy, Paul, and Jim while they  
were performing their newspaper delivery duties as D&C employees on D&C paper routes and at



other locations during working hours. Ultimately, the D&C fired Lazeroff for “messing with” one or more paper boys at the newspaper. Lazeroff was subsequently arrested on multiple occasions for engaging in the same sexually abusive behavior he inflicted on Fran, Randy, Paul, Jim, and other D&C paper boys.

4. The D&C negligently hired Lazeroff then failed to properly supervise him. It permitted Lazeroff unfettered and unsupervised access to Fran, Randy, Paul, Jim, and other young boys, failed to address sexual abuse which was occurring in plain sight, and exposed Fran, Randy, Paul, and Jim to danger. These conditions allowed Lazeroff to grossly and repeatedly sexually abuse Fran, Randy, Paul, and Jim when they were minors working for the D&C.

5. 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’s sexual abuse of the Plaintiffs.

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

6. 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 they were minors, Fran, Randy, Paul, and Jim were victims 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.

7. Prior to the passage of the CVA, the Plaintiffs’ claims were time-barred the day they turned 22 years old. The enactment of the CVA allows the Plaintiffs to pursue restorative justice in New York State.

## **III. PARTIES**

8. Fran currently resides in Warendorf, Germany.

9. Randy currently resides in Atlanta, Georgia.

10. Paul currently resides in Rochester, New York.

11. Jim currently resides in Boulder, Colorado.

12. While they were minors, Fran, Randy, Paul, and Jim were employed as newspaper delivery boys at the D&C where they were sexually abused by Lazeroff.

13. 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.

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

15. 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 the Plaintiffs and other boys, such predecessor entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit.

16. 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**

17. 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.

18. Venue is proper because Monroe is the county in which a substantial part of the events or omissions giving rise to the Plaintiffs' claims occurred.

## V. BACKGROUND FACTS

### **Lazeroff's Termination as a Bank Officer for Sexually Abusing Staff and Minor Clients**

19. Prior to working for the D&C, Lazeroff was terminated as an officer of the First Federal Savings and Loan Association of Rochester ("First Federal") (which was later acquired by HSBC Bank USA).

20. According to Ellen deBuono, who was First Federal's human resources manager at the time, Lazeroff was fired because young men employed by the bank complained that Lazeroff was fondling them at work.

21. Another woman who worked at First Federal, Mrs. Howe, and other bank employees witnessed Lazeroff on multiple occasions sexually abusing high school-aged young men who had applied to the bank for student loans, masturbating himself and the applicants under his desk.

22. Howe revealed in a newspaper interview that "A lot of people saw it happening because his office had a full-length window, floor to ceiling, and his office just off of the main lobby. This was happening all the time. I don't think there was ever a male applicant that wasn't subjected to this abuse."

23. Howe reported what she saw to her boss at First Federal.

### **Lazeroff's Sexually Abusive Supervision of Fran**

24. In the fall of 1982, when he was 14 years old, Fran was employed as a newspaper delivery boy for the D&C where he reported to Lazeroff.

25. Fran had just moved to Rochester from North Carolina and his job at the D&C was his first real exposure to the community.

26. Fran delivered newspapers for the D&C each morning at 5:00 AM seven days a week.

27. Lazeroff, as part of his official duties at the D&C, directly supervised Fran and other newspaper delivery boys.

28. As part of Fran's employment at the D&C, Lazeroff required that Fran get into his car which, upon information and belief, was owned, operated, or reimbursed by the D&C.

29. Fran vividly remembers Lazeroff slowly cruising down the pitch-dark streets of his neighborhood at 5:30 AM looking for him. There were no other cars anywhere, no one on the street, no one else awake, just Fran with Lazeroff hunting him down to sexually abuse him.

30. Fran would frequently hide behind houses and duck behind cars to avoid Lazeroff's deviant sexual patrol. He often rushed to get his papers delivered so he could avoid Lazeroff's repeated stalking predation.

31. When Lazeroff did corner Fran, he would coax him into his car and invite Fran to warm his hands in Lazeroff's sweatpants. Lazeroff would frequently fondle Fran's genitals inside his pants.

32. Fran particularly remembers one Sunday morning when he recruited his younger brother Tommy to help him insert the supplements into the large heavy Sunday papers. Tommy agreed to help Fran deliver the papers and was two streets away when Fran saw Lazeroff's car trolling for paperboys to sexually abuse. Fran immediately dropped his paper bag and went running in pursuit of Tommy screaming "don't get in the car, don't get in the car." When Lazeroff stopped, Fran approached his car announcing "we're fine we're fine we don't need your help."

33. Once, Lazeroff appeared at Fran's house to collect subscription money and to give Fran a pair of pants which no longer fit his son. While Fran's mother prepared dinner in the next room, Lazeroff held the pants up to Fran to see if they would fit and in so doing began fondling

Fran. Fran froze in shock and embarrassment unable to move or escape Lazeroff’s repeated aggressive perversions.

34. Lazeroff also took Fran to Brighton Donuts in Rochester, New York, where Lazeroff rubbed Fran’s groin and shorts covering his genitals.

35. Lazeroff repeatedly sexually abused Fran until April of 1983 when Fran moved to a different neighborhood.

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

**Lazeroff’s Sexually Abusive Supervision of Randy**

37. From 1979, when he was in the sixth grade, to his senior year in high school in 1986, Randy worked as a paperboy in the area surrounding his home in Rochester, New York.

38. Before working for the morning-published D&C, Randy was a paperboy for Rochester’s afternoon newspaper, the Times Union.

39. Randy vividly remembers his boss at the Times Union. On the few times they met, they were never alone and nothing inappropriate ever happened.

40. At the beginning of 1982, when he was 13 years old, Randy was employed as a newspaper delivery boy for the D&C where he reported to Lazeroff.

41. Randy delivered newspapers for the D&C each morning at 5:00 AM seven days a week.

42. Lazeroff, as part of his official duties at the D&C, directly supervised Randy and other newspaper delivery boys.

43. As part of Randy’s employment at the D&C, Lazeroff required that Randy meet with him on demand.

44. Many of those “meetings” occurred in Lazeroff’s car which, upon information and belief, was owned, operated, or reimbursed by the D&C.

45. Lazeroff also sometimes required that Randy accompany him on subscription sales or collections on delinquent accounts. On one occasion in 1982, when the weather started getting warm, Lazeroff took Randy with him on these rounds. As Lazeroff stood on the front porch of one of Randy’s customers, with Randy immediately behind him, Lazeroff reached his hand behind his back and began fondling Randy’s genitals.

46. After this first incident, Lazeroff took Randy to Brighton Donuts in Rochester, New York, where Lazeroff rubbed Randy’s groin and shorts covering his genitals.

47. Later that year, Lazeroff drove Randy to a parking lot at 12 Corners in Brighton and, as Lazeroff was reaching into the back seat of his vehicle, his left hand grabbed Randy’s genitals inside his pants and Lazeroff began fondling Randy.

48. Lazeroff warned Randy that these sexual encounters were “between us” and instructed him that he “did not need to say anything to anyone.”

49. Many mornings, Lazeroff drove around Randy’s paper route offering to help him. This was just a pretext to further sexually abuse Randy.

50. The so-called required “meetings” with Lazeroff were solely to enable Lazeroff to prey on paperboys including Randy. In reality, there was no need for Lazeroff to meet with any of them alone on their routes without anyone else in attendance.

51. Lazeroff often accompanied Randy on his paper route on Sunday mornings when the papers were extra-large and heavy. Randy tried to stop Lazeroff from sexually abusing him by taking his newspaper bag, packed with papers, and wedging it between him and Lazeroff.

Despite his best efforts to protect himself, Lazeroff continued to sexually abuse Randy on Sunday mornings.

52. Lazeroff repeatedly sexually abused Randy until the winter of 1983.

53. On one occasion, Lazeroff picked Randy up in his car and unzipped his pants saying “your hands must be cold do you want to warm them up?”

54. Shocked and upset, Randy shouted “NO!”

55. Randy only saw Lazeroff one time after that when Lazeroff again informed Randy that “this is our secret and we never need to tell anyone.”

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

#### **Lazeroff’s Sexually Abusive Supervision of Paul**

57. Beginning in 1980, when he was 13 years old, Paul was employed as a newspaper delivery boy for the D&C where he initially reported to D&C district supervisors Don Schirmer and then Caz Mytch.

58. Schirmer and Mytch were professional, they collected subscription money from Paul and assisted him in picking up his papers at 12 Corners in Rochester. Nothing unusual or untoward ever occurred with Chirmer and Mytch.

59. In 1982, Lazeroff became Paul’s district supervisor of his paper route in the Suburban Court and Clintwood Court apartments in Brighton, New York.

60. Paul delivered newspapers for the D&C each morning at 5:00 AM seven days a week.

61. Lazeroff, as part of his official duties at the D&C, directly supervised Paul and other newspaper delivery boys.

62. As part of Paul’s employment at the D&C, Lazeroff required that Paul meet with him on demand.

63. After being assigned to Paul’s route, Lazeroff visited him at his home and invited Paul to join him on weekends to help him “fill in for other carriers” who were unable to deliver their papers.

64. Many of those “meetings” occurred in Lazeroff’s car which, upon information and belief, was owned, operated, or reimbursed by the D&C.

65. During one of these weekend outings, Lazeroff placed on Paul’s lap handwritten notes which contained subscriber information. While Lazeroff was shuffling these papers, he began fondling Paul’s genitals. Paul, who was shocked and embarrassed, ask Lazeroff to immediately take him home.

66. Sometime after this occurred, Paul was sitting in his family room playing an Atari video game when Lazeroff suddenly appeared at his house. Lazeroff came into the room where Paul was lounging on the floor, sat down next to him, and immediately started touching and rubbing Paul’s genitals. Paul immediately got up, located his father John in the next room, and asked him to get Lazeroff out of the house immediately.

67. When Paul told his father that Lazeroff had fondled him, John, a former Monroe County probation officer, called the D&C and informed them that Lazeroff had “messed with my son.”

68. Paul continued his paper route until 1984, but never saw Lazeroff again.

69. Former D&C circulation manager Tony Mammano revealed that eventually Lazeroff was transferred from Brighton to another territory on the west side of Rochester.



70. Throughout this entire ordeal, Paul was petrified and felt helpless to stop Lazeroff's sexual abuse.

### **Lazeroff's Sexually Abusive Supervision of Jim**

71. Jim's sister had a friend who was a newspaper delivery girl for the D&C.

72. In 1984 or 1985, when Jim was approximately 11 or 12 years old, he took over the paper route from his sister's friend and Jack Lazeroff became his supervisor.

73. Jim delivered newspapers for the D&C each morning at 5:00 AM seven days a week.

74. Lazeroff, as part of his official duties at the D&C, directly supervised Jim and other newspaper delivery boys.

75. As part of Jim's employment at the D&C, Lazeroff required that Jim meet with him on demand.

76. Many of those "meetings" occurred in Lazeroff's car which, upon information and belief, was owned, operated, or reimbursed by the D&C.

77. Lazeroff frequently asked Jim help him "fill in for other carriers" who were unable to deliver their papers and would pay him extra for his assistance.

78. Jim's family did not have a lot of money and the extra income for this additional work convinced Jim to agree to Lazeroff's demands.

79. During these additional work sessions, Lazeroff would place his hand on Jim's knee and would slide it up to Jim's groin area where he would fondle Jim's genitals.

80. Lazeroff began fondling Jim's genitals almost daily for approximately one year.

81. In return for Jim's cooperation, Lazeroff would buy Jim things.

82. At least once during these work outings, Lazeroff took Jim to Lazeroff's house, pulled Jim's pants down, and masturbated Jim in the living room. In a state of shock, Jim

remembers looking at a picture of Lazeroff's wife and wondering, "what kind of person does this?"

83. Without his parents' knowledge, Lazeroff purchased a gun for Jim. One day, while Jim was showing his friend Ryan the gun, a boy from the neighborhood named Jamie came to the door and saw the weapon. Jamie told his parents and they called the police. When Jim's parents found out what happened, they made Jim quit the paper route which was a relief to Jim because he would not have to encounter Lazeroff again or submit to Lazeroff's sexual demands.

84. Jim knew the boy who took over his paper route and once when he saw him the boy said to Jim, "so you know Jack's little secret?" Lazeroff always told Jim that his sexual abuse of Jim was "their little secret" and when the boy told Jim this, he knew that the boy was also being sexually abused by Lazeroff.

85. Years later, when Jim was working at a marina cleaning boats, he encountered Lazeroff in the marina's retail store. When Jim saw him, Lazeroff put his finger to his lips and said "shhh, remember our little secret."

86. Throughout this entire ordeal, Jim was petrified and felt helpless to stop Lazeroff's sexual abuse.

#### **Lazeroff's Abuse of Other Paper Boys and Termination from the D&C**

87. During the period of time that Lazeroff was employed by the D&C, Pat Buttaro was employed there to deliver papers to carriers' homes in the Charlotte neighborhood in Rochester, New York.

88. In the 1980s, Buttaro approached the porch of a home on Lake Avenue in the Charlotte neighborhood when "Someone, I'm assuming the paperboy's father, opened the door and started screaming profanities at me. I said, 'Calm down, could you talk to me?' He said, 'I

never want that man ever, ever near my son.' I said, 'Tell me who you mean.' He said, 'District manager Jack Lazeroﬀ. Don't ever leave these papers here again.'"

89. Buttaro summoned a D&C supervisor to the scene. When the supervisor arrived, Buttaro informed him, "this gentleman said Mr. Lazeroﬀ touched his son inappropriately." In response, the D&C supervisor told Buttaro that he would "handle it."

90. Buttaro's sister, Donna Manard, who also worked in D&C circulation at the time, heard the radio call for a supervisor that morning and later learned about the incident concerning Lazeroﬀ from her sister.

91. Lazeroﬀ ceased working as that area's district manager shortly after the incident.

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

93. Buttaro later asked a D&C superior how the company had followed up on the complaint about Lazeroﬀ, stating "if it happened to one, it could have happened to somebody else." In response the D&C chain of command told her, "Don't worry about it. Don't talk about it."

94. Recently, Mark Adamski, a former D&C circulation department employee, sent D&C reporters a short email that posed the question: "Why doesn't the paper do a story about Jack Lazeroﬀ? He preyed on the paperboys" in the mid- to late 1980s.

95. Adamski was informed by his D&C co-worker, Robert Bootes, that Lazeroﬀ was ultimately fired "for messing with a paperboy."

96. At one point, Adamski had breakfast with a D&C circulation executive with whom he remained friendly: "He said, 'Oh by the way, Lazeroﬀ got fired. He was molesting the paperboys.' But then he told me they're going to put in his file that he was stealing funds from the newspaper."

97. The sexual abuse of Fran, Randy, Paul, Jim, and other newspaper boys occurred while they were employed by the D&C as part of their official duties at the D&C, on established routes and locations designated by the D&C, and during business hours.

98. The sexual abuse of Fran, Randy, Paul, Jim, 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 business hours.

99. The D&C negligently hired Lazeroff and failed to properly supervise him, permitted Lazeroff unfettered and unsupervised access to Fran, Randy, Paul, Jim, and other young boys, failed to address sexual abuse which was occurring in plain sight, and exposed Fran, Randy, Paul, and Jim to danger.

100. These conditions allowed Lazeroff to grossly and repeatedly sexually abuse Fran, Randy, Paul, and Jim when they were minors working for the D&C.

101. Lazeroff was a known predatory sex offender who used his employment and position with the D&C to sexually abuse Fran, Randy, Paul, Jim, and other newspaper boys.

**Lazeroff's Arrests for Sexual Abuse and Inappropriate Conduct with D&C Paperboys and Other Minors**

102. Police and court records reveal that Lazeroff was arrested twice in the late 1980s on accusations of sexual abuse or inappropriate conduct with young boys in Penfield and Greece, New York. Some of these boys were D&C paperboys.

103. Lazeroff was arrested in 1987 on suspicion that he was groping paperboys in a Greece, New York doughnut shop.

104. According to a police report, Lazeroff was charged with disorderly conduct.

105. An employee of the shop, House of Donuts on Latta Road in Greece, New York, told police that Lazeroff came into the store "almost daily with a young paperboy."

106. The police report reveals that an employee at the House of Donuts described how Lazeroff would buy the paperboy a doughnut, then rub the inside of the boy’s thighs as the boy ate while sitting on a stool: “The employee also stated that she feels the victim looks extremely uncomfortable at the time and seems that he doesn’t know how to stop the suspect’s actions. (Witnesses) stated that they don’t know the name of the boy, but since then, the suspect has come into the shop with two other youths, and basically the same thing is happening.” The witness also reported that Lazeroff would develop a noticeable erection.

107. The 1987 report indicates Greece police were able to identify three boys who had been subjected to Lazeroff’s behavior. One was 13, another 14. The age of the third is not shown in the report. All three were paperboys, according to the report, which also identifies Lazeroff as a Gannett district manager.

108. Lazeroff was also arrested in 1988 and charged with sexual abuse in the second degree, a misdemeanor reserved for incidents in which the alleged victim is under the age of 14 or unable to consent to sexual contact.

**VI. CAUSES OF ACTION**  
**NEGLIGENCE**

109. Plaintiffs re-alleges the paragraphs set forth above and below.

110. During the relevant periods outlined in this complaint, Plaintiffs were minors.

111. At all relevant times, the D&C presented Lazeroff to the public and to the Plaintiffs and their parent(s), as having been vetted, screened, and approved by the D&C.

112. At all relevant times, the Plaintiffs and their parent(s) 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.

113. At all relevant times, the Plaintiffs and their parent(s) 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 the Plaintiffs.

114. At all relevant times, the Plaintiffs and their parent(s) 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 the Plaintiffs.

115. Based on the representations of the D&C that Lazeroff was trustworthy, the Plaintiffs and their parent(s) allowed the Plaintiffs to be under the supervision of, and in the care, custody, and control of Lazeroff during the times when Lazeroff was sexually abusing the Plaintiffs.

116. Neither the Plaintiffs nor their parent(s) would have allowed them to be under Lazeroff's supervision, care, custody, or control if the D&C had disclosed to the Plaintiffs or their parent(s) that Lazeroff was not safe and was not trustworthy, and that he in fact posed a danger to the Plaintiffs in that Lazeroff was likely to sexually abuse the Plaintiffs.

117. No parent(s) of ordinary prudence in comparable circumstances would have allowed the Plaintiffs to be under the supervision of, or in the care, custody, or control of Lazeroff if the D&C had disclosed to the Plaintiffs or their parent(s) that Lazeroff was not safe and was not trustworthy, and that he in fact posed a danger to the Plaintiffs in that Lazeroff was likely to sexually abuse them.

118. Lazeroff used his position of trust and authority as a D&C district manager to groom the Plaintiffs and to sexually abuse them repeatedly while they were under the supervision of, and in the care, custody, or control of Lazeroff as an employee of the D&C.

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

120. 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.

121. 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 the Plaintiffs and the other newspaper boys Lazeroff supervised.

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

123. 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 the Plaintiffs, that other district managers had used their positions with the D&C to groom and sexually abuse children.

124. 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.

125. 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 the Plaintiffs.

126. 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 the Plaintiffs.

127. 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 the Plaintiffs, so that Lazeroff could continue his employment and access to newspaper delivery boys despite their knowledge of that danger.

128. 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).

129. The D&C was negligent by, among other things, (i) hiring Lazeroff after he was fired from First Federal for sexually abusing employees and customers, (ii) failing to take reasonable steps to supervise Lazeroff, (iii) failing to fire or dismiss Lazeroff, (iv) failing to train D&C employees to recognize and prevent child sexual abuse, (v) failing to warn the Plaintiffs and their parent(s) of the unreasonable risk posed by Lazeroff, (vi) failing to take reasonable steps to protect the Plaintiffs, (vii) failing to create a safe environment for newspaper delivery boys, and (viii) creating an environment posing an unreasonable risk of sexual abuse and other harm to the Plaintiffs.

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

131. 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 the Plaintiffs.



132. By reason of the D&C’s wrongful acts, the Plaintiffs sustained personal physical injury and physical sickness, emotional and psychological damage, and some or all of these injuries are of a permanent and lasting nature, and the Plaintiffs have and will continue to expend sums of money for medical and other treatment.

**VII. NO APPORTIONMENT OF LIABILITY**

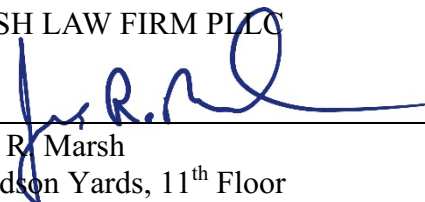
133. One or more of the exemptions set forth in CPLR 1601 and 1602 applies, thus precluding D&C from limiting its liability by apportioning some portion of total liability to any joint tortfeasor.

**VIII. PRAYER FOR RELIEF**

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

Dated: February 25, 2020  
White Plains, New York

MARSH LAW FIRM PLLC

By:   
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