

POLICE OFFICER'S RIGHT TO SUE 2016 NEWSLETTER

DCD SETTLES CASE AGAINST CITY OF NEW YORK ON BEHALF OF LIEUTENANT FOR 1.25 MILLION DOLLARS AFTER PRIOR LAWYER INFORMED LIEUTENANT HE WOULD HAVE TROUBLE PROVING "RECKLESSNESS"

A Lieutenant from a Manhattan North command received a settlement of 1.25 million dollars from the City of New York after he injured his right knee necessitating arthroscopic surgery. The Lieutenant had complications post-surgery and was awarded a $\frac{3}{4}$ line-of-duty accidental disability pension. The Lieutenant was injured while responding to a 10-85 another RMP with lights and sirens on disregarded a steady red light without slowing down and struck the Lieutenant's RMP at a high rate of speed. The Lieutenant initially hired another law firm. The law firm protected his rights by getting late notice of claim permission from a Supreme Court Justice and then filed the lawsuit against the City of New York. However, the attorney admitted that he would have difficulty proving "recklessness," the standard necessary to prove in LOD RMP accidents in emergency settings. The attorney "sat" on the case for six years without proceeding with discovery including depositions and physicals.

The Lieutenant and his wife grew impatient and started to do their own research. The Lieutenant found the "police officers right to sue" website and immediately contacted DCD in February 2014. The Lieutenant and his wife retained DCD and terminated their relationship with the prior lawyer. DCD immediately started discovery including the preparation of the bill of particulars and attended a preliminary conference demanding certain documents from the City of New York. Depositions of all parties were held. Shortly after a compliance conference, an attorney from Corporation Counsel called DCD to commence settlement negotiations. DCD had leverage in the negotiations because the facts supported a strong reckless case and since the lawsuit was commenced prior to November 2009, a jury would not be instructed that the Lieutenant received a $\frac{3}{4}$ disability pension. Accordingly, this nuance in the law made the damage portion of the case greater since the disability injury would not be offset by the amount the Lieutenant received from his tax-free pension. The City started the negotiation at \$350,000 and eventually, with Dominic DiPrisco's persistence and DCD's expertise in LOD lawsuits, the City of New York awarded the Lieutenant 1.25 million dollars.

OFFICER RECEIVES A \$950,000 SETTLEMENT FROM THE CITY OF NEW YORK, A CIVILIAN MOTORIST AND HIS PERSONAL SUM CARRIER AFTER SUSTAINING INJURIES IN LOD RMP ACCIDENT

An Officer assigned to a Bronx command received a settlement of \$950,000 from the City of New York, a civilian motorist and the Officer's private automobile insurance company. The Officer was the recorder responding with his partner on a radio run involving a man with a gun. The RMP had its lights and sirens on. The RMP was traveling southbound when a civilian motorist traveling in the same direction attempted to make a left-hand turn from the right-hand lane causing a collision with the RMP. Shortly after the accident, the Officer retained DCD. DCD filed a notice of claim against the City of New York claiming the 2012 Ford Fusion RMP had an unpadding computer bracket which caused the Officer to sustain a serious left knee injury when his knee struck the bracket during the collision. DCD sued the City of New York pursuant to GML §205-e claiming that the 2012 Ford Fusion RMP didn't possess the necessary "crashworthy equipment" thereby violating §27-a(3) of the Labor Law, violating Vehicle and Traffic Law §382-C, and §§15NYCRR 55.1, 55.2 for failure to warn. DCD also sued the civilian motorist claiming the motorist's action in cutting off an emergency vehicle was negligent. The civilian motorist only had a \$50,000 liability insurance policy. DCD recovered the entire amount of the policy and then gained permission to access the Officer's personal supplementary uninsured/underinsured motorist coverage. The Officer possessed SUM limits of \$100,000. DCD sent the defendant's insurance company \$50,000 tender letter to the Officer's private insurance company and was granted permission to make a claim for the maximum additional \$50,000 SUM coverage from the Officer's policy. The Officer's private insurance company paid the Officer the maximum \$50,000 SUM policy limits. The Officer suffered a serious injury to his left knee which required two surgeries including microfracture surgery. The Officer was subsequently granted a $\frac{3}{4}$ line-of-duty disability pension. DCD hired an expert to conclude the unpadding computer bracket in a 2012 Ford Fusion created a dangerous condition making that vehicle "not crashworthy." After a six month negotiation period, Dominic DiPrisco received an additional \$850,000 from the City of New York to resolve the matter.

STATION HOUSE

Detective receives a settlement of \$750,000 from the City of New York after falling on old ice in the command parking lot

A Detective assigned to a specialized detail sustained a serious back injury which necessitated surgery when he slipped on old ice while exiting his department issued vehicle in a parking lot outside his command. The Detective was conducting a physical inspection of an unmarked police vehicle when he slipped on the ice. The Detective retained DCD who filed a notice of claim against the City of New York within 90 days from the line-of-duty accident thereby preserving the Detective's right to sue the City of New York. DCD then sued the City of New York pursuant to GML §205-e alleging the City violated New York City Administrative Code §§27-479, 19-152 and 7-201(c)(2) in failing to keep the parking lot free and unobstructed from dangerous conditions such as old ice. Unfortunately, the Detective was unable to return to full duty status and was awarded a ¾ line-of-duty disability pension. After an extensive negotiation process, the City settled the matter for \$750,000.

Officer receives a \$750,000 settlement from City of New York after injuring his shoulder on a street defect in front of his command

An Officer assigned to a Manhattan North command received a \$750,000 settlement from the City of New York after injuring his left shoulder when he tripped on a metal protrusion to a trap door cover located on the sidewalk in front of his command. The Officer fractured his shoulder which necessitated surgery. The Officer was awarded a ¾ line-of-duty disability pension; however, the pension board reversed the Medical Board's findings and awarded the Officer an ordinary disability pension. The Officer retained DCD to bring a lawsuit against the City of New York. DCD sued the City of New York pursuant to §205-e of the General Municipal Law alleging the City violated §7-210(a) (b) of the New York City Administrative Code, §153.19 of the New York City Health Code, and §27-a(3) of the Labor Law. During the negotiation process, the attorneys representing the City of New York made a low offer of \$150,000 to settle the case. The attorneys claimed that the Officer was predominantly responsible for the line-of-duty accident because the metal protrusion to the trap door cover was "open and obvious" and that the Officer should have known and seen the defect. Dominic DiPrisco instructed the lawyers from the Corporation Counsel that pursuant to the Police Officer's Right to Sue statute, GML §205-e, the issue of the Officer's fault contributing to the accident is irrelevant and not a factor. Pursuant to GML §205-e, an Officer cannot be assessed any degree of fault for their injury if the defendant committed a statutory violation causing either directly or indirectly the Officer's line-of-duty injury. The City's lawyers tried to adapt the same language (i.e. the defect was open and obvious) used by the pension board in denying the Officer his ¾ line-of-duty disability pension in justifying the low settlement offer. However, Mr. DiPrisco argued that the standards used by the pension board in determining incident v. accident are completely different from the standards used in lawsuits brought pursuant to GML §205-e. The Officer agreed to a settlement of \$750,000 after a contentious negotiation between the City of New York, the Comptroller and Mr. DiPrisco.

Officer receives a \$400,000 settlement from the City of New York after falling over a two-by-four piece of wood in station house

An Officer assigned to a Queens Command was seriously injured when she tripped on a two-by-four piece of wood used to prop the basement door open leading to the parking lot. The Officer broke her right clavicle and suffered tears to her labral and rotator cuff after losing her balance and striking her right arm into the door and wall. The two-by-four piece of wood was necessary in order to keep the door open. The injuries necessitated surgery and the Officer was awarded a ¾ line-of-duty disability pension. Unfortunately, the Officer was unaware of her right to sue. The Officer retained DCD and DCD immediately filed the notice of claim to "stop the clock" from running. Over ten months elapsed from the date of accident to the date the notice of claim was filed. Joseph L. Decolator filed the late notice of claim application to a Justice of the Queens County Supreme Court requesting permission to file a late notice of claim. Mr. Decolator was able to persuade the Court that the City would not be prejudiced by the late filing because the LOD paperwork was detailed and concise regarding the specifics of the accident. The Court granted the Officer's application. Mr. Decolator then sued the City of New York pursuant to General Municipal Law §205-e alleging the City of New York violated Labor Law §27-a(3) and New York City Administrative Code §28.301.1 in not providing the Officer with a safe place to work. The City initially offered \$150,000 to

settle the case. Dominic DiPrisco was able to negotiate a settlement of \$400,000 which the Officer accepted. The Officer avoided the risk of a trial by accepting the settlement.

Sergeant receives \$300,000 settlement from The City of New York after falling on an ice covered fire escape landing leading to his office annexed to the command

A Sergeant assigned to a Manhattan North Command suffered a torn labrum in his right shoulder after he slipped on an ice covered fire escape landing leading to his office outside the main building of the command. The fire escape was the only manner in which the Sergeant could get to his office which was annexed to the main command building. The fire escape was not properly maintained by either the NYPD or the City of New York. As a result, ice accumulated on the metal steps and the landing of the fire escape. The Sergeant attempted to gain access to his office by using the fire escape when he slipped causing him to grab onto a rail hyper-extending his shoulder while trying to keep his balance. A subsequent MRI revealed the tear. However, the Sergeant delayed his surgery and returned to duty. Several weeks later, the Sergeant re-injured his shoulder while working behind the desk when a prisoner kicked him in the injured shoulder. The Sergeant subsequently underwent surgery to repair the torn labrum and rotator cuff and was awarded a ¾ line-of-duty disability pension predicated upon the prisoner assault, not the slip and fall on the icy fire escape landing. DCD, on behalf of the Sergeant, sued the City of New York pursuant to GML §205-e, claiming the City violated Labor Law §27-a(3) and §28-301.1 of the New York City Administrative Code alleging the City did not properly maintain the fire escape leading to a dangerous condition. The City settled the case for \$300,000 after a contentious negotiation.

Detective receives \$100,000 settlement from the City of New York after injuring his knee on a defective grate located outside of his command

A Detective from Brooklyn South injured his left knee necessitating arthroscopic surgery when he fell through a rusted grate located near the building line of his command. The Detective was returning to the command with protective and investigative equipment when his body fell through the grate. DCD sued the City pursuant to GML §205-e alleging the City violated §§28-301.1, 7-210(a)(b) of the New York City Administrative Code, §153.19 of the New York City Health Code and §27-a(3) of the Labor Law. The Detective returned to full duty and the matter settled with the City for \$100,000.

PREMISES/PRIVATE

Detective recovers \$300,000 settlement from homeowner after injuring his shoulder on an icy exterior staircase

A Detective assigned to Brooklyn South received a \$300,000 settlement from a residential homeowner after he slipped on an ice covered step while descending the staircase after conducting a warrant investigation. The Detective sustained a torn labrum which necessitated arthroscopic shoulder surgery. Subsequently, the Detective was awarded a ¾ line-of-duty disability pension. DCD, on behalf of the Detective, sued the homeowner pursuant to GML §205-e alleging the homeowner was negligent in failing to maintain the staircase to be free from ice and snow. Unfortunately, there was only a \$300,000 insurance policy which DCD was able to recover for the Detective.

TRAINING

Officer receives a \$400,000 settlement from City of New York after re-injuring his neck in a training accident

An Officer assigned to a specialized unit received a settlement of \$400,000 from the City of New York after re-injuring his neck in a training accident. The Officer was required to participate in a self-defense training session at the NYPD trailers located inside the Brooklyn Army Terminal. The training consisted of a seminar and practical instruction. The Officer re-injured his neck when another Officer threw him down on the floor of the trailer prior to the mats being placed on the floor during the practical portion of the training. The Officer had originally injured his neck in a prior line-of-duty accident and surgery was previously recommended. The Officer received a ¾ line-of-duty disability from the prior line-of-duty accident. After the training accident

the Officer had cervical fusion and never returned to full duty. DCD, on behalf of the Officer, sued the City of New York pursuant to GML §205-e alleging the City violated Labor Law §27-(a)(3) in not providing a safe place to work. Dominic DiPrisco settled this case for \$400,000 at a pre-trial meeting with Corporation Counsel.

RANGE

Officer receives \$20,000 settlement from City of New York after sustaining a superficial scalp wound when struck by shrapnel at the range

An Officer assigned to a Manhattan command sustained a superficial scalp wound when he was struck by ricochet shrapnel in his scalp while qualifying at the range. The Officer was forced to go to the hospital to have the shrapnel removed from his scalp and received one suture to close the wound. DCD sued the City of New York pursuant to General Municipal Law §205-e alleging the City violated Labor Law §27-a(3) in not providing the Officer with a safe place to work. DCD hired a range expert several years earlier. After a thorough inspection, the expert concluded that Rodman's Neck Range was inherently dangerous in that a properly designed range should result in no ricochets. DCD's investigation concluded that there were numerous prior ricochets at this range. In light of the superficial nature of the wound, the matter settled for \$20,000 at a pre-trial conference.

Officer receives \$90,000 settlement from the City of New York after sustaining an ankle injury when she tripped on rocks while leaving the range at Rodman's Neck

An Officer assigned to a Bronx Command suffered an ankle injury which required surgery after she tripped on rocks and gravel at a construction site at Rodman's Neck. The Officer was at "C" range attempting to qualify when her ankle turned on loose gravel located near a construction site. DCD sued the City of New York pursuant to GML §205-e claiming the City of New York violated Labor Law §27-a(3) in failing to provide the Officer with a safe place to work. The matter settled for \$90,000 at a pre-trial conference.

AUTO/CITY/PRIVATE

Officer receives a \$300,000 combined settlement from a civilian and the City of New York after sustaining injuries in a collision with a civilian motorist

An Officer assigned to a Bronx command received a settlement of \$300,000 from a civilian motorist and the City of New York after his RMP was struck by an intoxicated motorist who disobeyed a steady red light. The Officer sustained a back injury which necessitated surgery after the Officer's back struck an unpadded cage in the RMP. The Officer was not approved for accidental disability and retired on ordinary disability after his 20th anniversary. DCD, on behalf of the Officer, sued the City of New York pursuant to GML §205-e alleging the City of New York did not provide a crashworthy vehicle pursuant to §27-a(3) of the Labor Law. DCD also sued the civilian motorist for negligent operation of his motor vehicle. DCD settled the case against the civilian for \$200,000 and the case against the City for \$100,000.

Officer receives a \$745,000 settlement from the City of New York and a livery owner after being rear-ended in a motor vehicle accident

An Officer assigned to a Bronx command received a \$745,000 settlement from the City of New York and a private cab owner after his RMP was struck from behind. The Officer was the operator of the RMP when he and his partner pulled over a vehicle on a traffic stop. While the Officer was in the RMP attempting to access the computer, a livery driver rear-ended the RMP causing the Officer's right knee to strike the computer bracket. As a result of the contact, the Officer sustained a serious injury to his knee which required two surgeries. The Officer was subsequently awarded a ¾ line-of-duty disability pension. DCD sued both the livery operator and the owner alleging the actions of the livery operator were negligent in rear-ending the RMP causing the Officer's injuries. DCD also sued the City of New York pursuant to GML §205-e claiming the City of New York violated §27-a(3) of the Labor Law, Vehicle and Traffic Law §382-C, and §15 NYCRR 55.1, 55.2 claiming the unpadded computer bracket created a dangerous condition and made the RMP not crashworthy. The City of New York made a motion to dismiss the Officer's claim alleging the Officer failed to state an adequate cause of action. Joseph L. Decolator vigorously defended the motion. Mr. Decolator argued that Labor Law §27-a(3) requires the City of

New York to provide Officers with crashworthy vehicles and that an unpadded computer bracket created a dangerous condition which made the RMP non-crashworthy. In a 22 page decision, the Court ruled in favor of the Officer and concluded the City of New York is responsible in providing members of the service with functioning equipment and would remain liable for an Officer's injury as a result of being provided with faulty equipment. During an intense negotiation, the City settled their portion of the claim for \$700,000 and the livery portion of the case settled for \$45,000.

SUPPLEMENTARY UNINSURED/UNDERINSURED MOTORIST COVERAGE

Lieutenant recovers monetary damages from both the defendant's automobile insurance policy and the Lieutenant's personal SUM coverage after sustaining injuries while trying to remove and arrest the defendant from his vehicle

A Lieutenant assigned to a Queens command was seriously injured when he attempted to place a defendant under arrest after the defendant refused to leave his motor vehicle. The defendant slammed the vehicle door on the Lieutenant's left knee causing an injury which required surgery. The Lieutenant was awarded a ¾ line-of-duty disability pension. DCD, on behalf of the Lieutenant, sued the defendant for his injuries claiming the defendant's automobile policy should apply because the Lieutenant was injured by the vehicle's door. Accordingly, the injury occurred in the "use and operation" of a motor vehicle. The defendant possessed the minimum liability policy of \$25,000. DCD collected the \$25,000 for the Lieutenant and proceeded to ask the Lieutenant's personal automobile supplementary uninsured/underinsured insurance carrier for permission to proceed against the Lieutenant's SUM coverage. The attorneys representing the Lieutenant's insurance company objected and attempted to stay the Lieutenant's application to collect an additional \$75,000 under the Lieutenant's policy because they claimed the injury did not occur during the "use and operation" of the motor vehicle. Mr. Decolator, on behalf of the Lieutenant, successfully argued to a Justice of the Queens Supreme Court that the act by the defendant of slamming the vehicle's door causing the Lieutenant's injury was in fact involving the use and operation of a motor vehicle. After Mr. Decolator's victory, the Lieutenant's insurance company paid the remainder of the Lieutenant's \$100,000 SUM coverage.

Note: It is essential that New York City Police Officers avail themselves of this additional monetary protection by increasing their supplementary uninsured/underinsured motorist coverage. Counsel should be contacted immediately after a line-of-duty accident to preserve the Officer's right for SUM coverage

DCD cannot overstate the importance for members of the service to avail themselves of additional monetary protection by taking out maximum SUM coverage. The SUM coverage for Police Officers' personal automobile insurance usually covers line-of-duty accidents. Many motorists in New York State possess the minimum statutory policy limits thereby affording little protection to members of the service who are injured as a result of the negligence of these underinsured individuals. Members of the service can acquire additional protection by informing their insurance companies that they want to increase the SUM coverage to match the liability portion of their personal automobile insurance. The increase in rates are nominal and the insurance rates do not increase if a claim is made under SUM coverage. An illustration of the need for members of the service to protect themselves with SUM coverage is as follows: A Sergeant from Brooklyn North sustained serious injuries in an RMP accident and was eventually awarded a ¾ line-of-duty disability pension. The defendant only had a \$50,000 personal liability policy. The Sergeant had \$100,000 supplementary uninsured/underinsured motorist coverage. DCD collected the defendant's policy of \$50,000 and then recovered the maximum additional \$50,000 from the Sergeant's personal automobile policy. If the Sergeant possessed more SUM coverage, the recovery would have been greater.

In another case, a Detective assigned to Brooklyn South sustained a serious shoulder injury requiring surgery when, while responding to "shots fired" with lights and sirens on, he was struck by a civilian vehicle which failed to yield to an emergency vehicle. The Detective was awarded a ¾ line-of-duty disability pension. The civilian motorist only possessed a \$100,000 liability policy which was tendered by the defendant. The Detective possessed a \$250,000 supplementary uninsured/underinsured personal automobile policy. The matter was scheduled for arbitration and settled for \$150,000, the maximum settlement under the Detective's policy.

Son of law enforcement member receives \$350,000 settlement from drunk driver and catering hall after sustaining serious injuries in an automobile accident

A son of a law enforcement officer received a \$350,000 settlement in Suffolk County after sustaining injuries when a drunk, underage motorist blew a steady red light and broadsided the victim. The victim, a male high school student, sustained fractures to his hip, which required surgery, pelvis and left clavicle. The defendant, an underage female motorist, was intoxicated at the time of the accident and subsequently pled guilty to DWI and vehicular assault. Unfortunately, the defendant only possessed a \$50,000 liability policy. DCD, on behalf of the victim, sued the defendant. During the discovery phase of the litigation, the defendant admitted that prior to the accident she went to a wedding at a catering hall and consumed alcohol. DCD sued the catering hall pursuant to the Dram Shop Act alleging the catering hall served numerous alcoholic beverages to the underage defendant knowing she was intoxicated. Although the victim had serious injuries, he made a good recovery.

During a six hour mediation session, Dominic DiPrisco secured the maximum \$50,000 from the defendant's auto insurance policy. Mr. DiPrisco was able to persuade the attorneys representing the catering hall to offer an additional \$300,000 although significant issues existed regarding the percentage of responsibility among the defendants pursuant to the General Obligations Law.

Civilian motorist receives \$500,000 settlement from another civilian motorist after sustaining serious injuries in a motor vehicle accident

A woman sustained a serious injury in a motor vehicle accident when the defendant motorist made a left hand turn in front of our client causing a collision. Our client suffered a fracture of her hip which was replaced previously. As a result, the client was compelled to undergo another surgery. Dominic DiPrisco settled the case for \$500,000 at a mediation.

In another case, a motorcyclist was struck by a motorist and suffered a broken leg requiring surgery. The motorcyclist was traveling westbound on Francis Lewis Boulevard when the defendant traveling eastbound on Francis Lewis Boulevard attempted to make a left hand turn onto northbound 115th Avenue and failed to yield to the motorcyclist causing the collision. DCD settled the case for \$240,000 nearly the extent of the defendant's insurance coverage.

NEWSLETTER REVIVES FOUR MORE MOS LAWSUITS

This firm publishes newsletters in an effort to educate members of the service of their civil rights in a variety of personal injury settings. DCD is pleased to announce that the Police Officer's Right to Sue newsletters have successfully informed thousands of Police Officers of their right to sue pursuant to GML §205-e. In particular, the 2015 newsletter alerted six Officers of their right to sue pursuant to GML §205-e after the time limits to file their cases against the City of New York had expired. This firm revived four cases.

In the first case, a Sergeant assigned to a Bronx command was seriously injured when while she was chasing a perpetrator she stepped in a street defect rupturing her Achilles tendon. The Sergeant was unaware of her right to sue and let the 90-day time limitation to file a notice of claim against the City of New York lapse. The Sergeant was told by another member of the service to contact DCD. DCD, on behalf of the Sergeant, immediately filed the notice of claim which was filed 25 days late to "stop the clock from running." DCD then prepared a petition to persuade a Supreme Court Justice to permit the late filing of the notice of claim. Joseph Decolator argued that in light of the Sergeant filing a line-of-duty report along with a witness statement the City had notice of the accident and could not claim they were prejudiced by the 25 day delay. In a 17 page decision Justice Mitchell J. Danziger granted DCD's application for permission to file the late notice of claim. Justice Danziger, referring to the witness statement and line-of-duty report, reasoned that the City "had actual notice" of the accident within 90 days of its occurrence. In fact, the LOD prepared on the day of the occurrence "memorialized the salient facts underlying the claim," including that the Sergeant "tripped and fell on a defective condition on the roadway."

One of the key elements in gaining approval from the Court in filing a late notice of claim application is the detailed LOD injury report. Courts have consistently held that the filing of the LOD injury report gives the City immediate notice of the accident and also typically includes the underlying theory as to what caused the accident. One of the City's main arguments in opposing the filing of the late notice of claim application is that the municipality would be prejudiced by not being afforded the opportunity to immediately investigate the accident and to prepare a defense to any claims made against the City. Accordingly, the LOD injury report eliminates the City's claim of prejudice since the report gives the City immediate notice of the accident and an opportunity to investigate.

In the second case, an Officer assigned to a Housing command slipped and fell off a defective NYPD van running board. The Officer suffered torn ligaments to his ankle. The Officer was unaware of his right to sue until 25 days elapsed after the 90-day filing requirement. DCD filed the notice of claim against the City of New York and also filed an application to a Justice of the Kings County Supreme Court requesting that our client be permitted to file the late notice of claim. The City did not oppose our application and the Judge granted the motion. The case is pending in Kings County Supreme Court.

In the third case, an Officer assigned to the Bronx suffered a serious injury to his knee when he tripped on a defective step while descending the command's interior staircase. The Officer required reconstructive knee surgery to repair a torn ACL. The Officer hired DCD which immediately filed the notice of claim against the City of New York. DCD filed an application to a Justice of the Bronx County Supreme Court requesting the Officer be permitted to file the late notice of claim in light of the notice of claim being only 31 days late. The application was granted. The case is pending in Bronx County Supreme Court.

In the fourth case, a Sergeant assigned to a Bronx Command suffered a serious injury to his shoulder when he slipped on an interior staircase which was wet and icy after a command door was left open. The Sergeant required surgery to repair damage to his torn rotator cuff. The Sergeant was unaware of his GML §205-e right to sue until another officer instructed the Sergeant to retain this firm. DCD immediately filed an application with a Justice of a Bronx County Supreme Court seeking permission to file a late notice of claim. The Officer was more than three months late in filing the notice of claim but the LOD report was concise and detailed regarding the accident. These facts compelled a Bronx County Supreme Court Justice to grant the Sergeant's application. The matter is presently pending.