

STATE OF NEW YORK
SUPREME COURT: COUNTY OF KINGS
-----X

HSBC MORTGAGE CORPORATION USA
2929 Walden Avenue
Depew, NY 14043

Plaintiff,

NOTICE OF PENDENCY OF ACTION

vs.

ORIGINAL FILED WITH THE CLERK ON 10/7/07

CONCEPCION CAMPBELL, ALVIN S. CALVIN,
NEW YORK CITY ENVIRONMENTAL CONTROL
BOARD, NEW YORK CITY PARKING VIOLATIONS
BUREAU, NEW YORK CITY TRANSIT
ADJUDICATION BUREAU,

INDEX NO.: 20393/07

Mortgaged Premises:
371 UNION STREET
BROOKLYN, NY 11231

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
premises being foreclosed herein, and
any parties, corporations or entities,
if any, having or claiming an interest
or lien upon the mortgaged premises.)

SBL #:
Block: 429 Lot: 69

Defendant(s).
-----X

NOTICE IS HEREBY GIVEN, that an action has been commenced and is now pending in the SUPREME Court of KINGS County upon the Complaint of the above named **Plaintiff against the above named Defendant(s) for the foreclosure of a mortgage bearing date the 13th day of July, 2005** executed by CONCEPCION CAMPBELL to secure the sum of \$190,000.00, and recorded at Instrument No. 2005000423583 in the Office of the Clerk of the County of KINGS, on the 28th day of July, 2005; **Said mortgage is to be assigned by an Assignment to be recorded in the Office of the Clerk of KINGS County.**

AND, NOTICE IS FURTHER GIVEN, that the mortgaged premises described in such mortgage(s) affected by the said foreclosure action, were, at the time of the commencement of this action, and at the time of the filing of this Notice, situated in the County of KINGS and State of New York, and are described in "Schedule A - Legal Description" attached hereto and made a part hereof.

The Clerk of the County of KINGS, is directed to index this Notice against the names of all the Defendant(s).

DATED: **June 6, 2007**
SBL #: Block: 429 Lot: 69

Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway, Suite G
Amherst, New York 14228
Tel.: 716-204-2400

Title Number DLS-5230-0

Page 1

f ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly side of Union Street, distant 160 feet southeasterly from the corner formed by the intersection of the northeasterly side of Union Street with the southeasterly side of Smith Street;

RUNNING THENCE northeasterly parallel with Smith Street, 90 feet;

THENCE southeasterly parallel with Union Street, 14 feet;

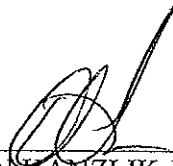
THENCE southwesterly, again parallel with Smith Street, and part of the distance through a party wall, 90 feet to the northeasterly side of Union Street; and

THENCE northwesterly along the said northeasterly side of Union Street, 14 feet to the point or place of BEGINNING.

f

SCHEDULE A f

DAWN HANZLIK-HEXEMER, AN ATTORNEY AT LAW LICENSED TO PRACTICE IN THE STATE OF NEW YORK, AND THE ATTORNEY FOR THE PLAINTIFF IN THIS ACTION HEREBY CERTIFIES THAT, TO THE BEST OF HER KNOWLEDGE, INFORMATION AND BELIEF, FORMED AFTER AN INQUIRY REASONABLE UNDER THE CIRCUMSTANCES, THE PRESENTATION OF THIS PLEADING, AFFIDAVIT, (OR MOTION IF APPLICABLE), OR THE CONTENTIONS CONTAINED HEREIN ARE NOT FRIVOLOUS AS DEFINED IN 22 N.Y.C.R.R. 130-1.1(c).



DAWN HANZLIK-HEXEMER, ESQ.

STATE OF NEW YORK
SUPREME COURT: COUNTY OF KINGS

X

HSBC MORTGAGE CORPORATION USA

2929 Walden Avenue
Depew, NY 14043

Plaintiff,

vs.

CONCEPCION CAMPBELL, ALVIN S. CALVIN,
NEW YORK CITY ENVIRONMENTAL CONTROL
BOARD, NEW YORK CITY PARKING VIOLATIONS
BUREAU, NEW YORK CITY TRANSIT
ADJUDICATION BUREAU,

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
premises being foreclosed herein, and
any parties, corporations or entities,
if any, having or claiming an interest
or lien upon the mortgaged premises.)

Defendant(s).

X

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in the above entitled action and to serve a copy of your Answer on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service, or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United States of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

KINGS County is designated as the place of trial. The basis of venue is the location of the mortgaged premises foreclosed herein.

DATED: June 6, 2007

Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway, Suite G
Amherst, New York 14228
Tel.: 716-204-2400

SUMMONS

**ORIGINAL FILED WITH THE
CLERK ON 6/7/07**

INDEX NO.: 20393/07

Mortgaged Premises:
371 UNION STREET
BROOKLYN, NY 11231

SBL #:
Block: 429 Lot: 69

STATE OF NEW YORK
SUPREME COURT: COUNTY OF KINGS

X

HSBC MORTGAGE CORPORATION USA

2929 Walden Avenue
Depew, NY 14043

Plaintiff,

vs.

COMPLAINT

INDEX NO.: 20393/07

CONCEPCION CAMPBELL, ALVIN S. CALVIN,
NEW YORK CITY ENVIRONMENTAL CONTROL
BOARD, NEW YORK CITY PARKING VIOLATIONS
BUREAU, NEW YORK CITY TRANSIT
ADJUDICATION BUREAU,

Mortgaged Premises:
371 UNION STREET
BROOKLYN, NY 11231

JOHN DOE (Said name being fictitious,
it being the intention of Plaintiff to
designate any and all occupants of
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or lien upon the mortgaged premises.)

SBL #:
Block: 429 Lot: 69

Defendant(s).

X

The Plaintiff by its attorneys, Steven J. Baum, P.C., for its complaint against the Defendant(s) alleges upon information and belief as follows:

AS AND FOR A FIRST CAUSE OF ACTION:

FIRST: Plaintiff is a banking corporation duly organized and existing under and by virtue of the laws of the State of New York, and the holder of the mortgage being foreclosed.

SECOND: On or about the 13th day of July, 2005, CONCEPCION CAMPBELL duly executed and delivered a note whereby CONCEPCION CAMPBELL promised to pay the sum of \$190,000.00 with interest on the unpaid balance of the debt.

THIRD: That as security for the payment of said note CONCEPCION CAMPBELL, ALVIN S. CALVIN duly executed and delivered a mortgage in the amount of \$190,000.00 which mortgage was recorded as follows and mortgage tax paid thereon:

Recording Date: July 28, 2005
Instrument Number: 2005000423583
County (or City Register of): KINGS

Said mortgage is to be assigned by an Assignment to be recorded in the Office of the Clerk of KINGS County.

FOURTH: The mortgaged premises are commonly known as 371 UNION STREET, BROOKLYN, NY 11231 and more fully described in "Schedule A" attached to this complaint. The tax map designation is known as all or part of SBL: Block: 429 Lot: 69.

FIFTH: That the Defendant(s) CONCEPCION CAMPBELL so named, has/have failed to comply with the conditions of the mortgage and note by failing to pay principal and interest and/or taxes, assessments, water rates, insurance premiums, escrow and/or other charges that came due and payable on the 1st day of February, 2007 as more fully set forth below. Accordingly, Plaintiff elects to call due the entire amount secured by the mortgage.

SIXTH: There is now due and owing on said mortgage the following amounts:

Principal balance: \$186,574.54
Interest Rate: 5.875%
Date interest accrues from: January 1, 2007
Escrow advances: \$195.36
Late charges: \$393.40

Together with monies advanced for taxes, insurance, maintenance of premises and the costs, allowances and reasonable attorney's fees if permitted by the mortgage.

SEVENTH: In order to protect its security interest the Plaintiff or its agent has paid or may be compelled to pay during the pendency of this action, taxes, assessments, water rates, insurance premiums and other charges affecting the mortgaged premises. Plaintiff requests that any sums it or its agent has paid, together with interest, be included in the sum otherwise due as provided for and secured by the mortgage.

EIGHTH: Upon information and belief all the defendants herein have or claim to have some interest in or lien upon said mortgaged premises or some part thereof which interest or lien, if any, has accrued subsequent to the lien of Plaintiff's mortgage, or has been paid or equitably subordinated to Plaintiff's mortgage, or has been duly subordinated thereto. The reason for naming said defendants is set forth in "Schedule B" that is attached to this complaint.

NINTH: The reason for naming any governmental agency or instrumentalities of the Federal, State or local government (however designated), is set forth in "Schedule C" that is attached to this complaint.

TENTH: Upon information and belief the defendant(s) "John Doe" are occupants of the premises being foreclosed, or may be any persons, corporations or entities who claim, or may claim, a lien or other interest against the premises.

ELEVENTH: If applicable, the mortgage originated in compliance with Banking Law Sections 595-a and 6-1.

TWELFTH: Plaintiff requests that in the event this action proceeds to judgment of foreclosure and sale, said premises be sold subject to: any state of facts an inspection of the premises would disclose or an accurate survey of the premises would show; covenants, restrictions, easements and public utility agreements of record, if any; building and zoning ordinances and possible violations of the same; any rights of tenants or persons in possession of the premises; any equity of redemption of the United States of America to redeem the premises within 120 days; prior mortgages and liens, if any. If the mortgage secures more than one parcel, Plaintiff requests the judgment of foreclosure provide for the sale of the parcels in a particular order to the extent necessary to satisfy the indebtedness.

THIRTEENTH: There are no other actions or pending proceedings at law to collect or enforce the note and mortgage.

AS AND FOR A SECOND CAUSE OF ACTION;

FOURTEENTH: Plaintiff repeats and re-alleges the allegations contained in Paragraphs "First" through "Thirteenth", as though fully set forth herein.

FIFTEENTH: On or about July 13, 2005, Concepcion Campbell executed and delivered to Mortgage Electronic Registrations Systems, Inc. as nominee for HSBC Mortgage Corporation (USA), the mortgage with respect to the property to be foreclosed herein.

SIXTEENTH: That it was the clear intent of the parties that a legal mortgage be delivered at closing with an enforceable lien against the mortgaged premises.

SEVENTEENTH: That the deed to the subject property, dated March 23, 1965 vests title in Alvin S. Campbell and Concepcion Campbell, his wife.

EIGHTEENTH: That the Note and the Mortgage were by and between the lender and Concepcion Campbell, only.

NINETEENTH: That this inconsistency resulted from a scrivener's error by the parties attending the closing; mutual mistake of fact by the parties attending to the closing; and/or unilateral mistake of fact by the lender and Concepcion Campbell.

TWENTIETH: That this error or mistake of fact created an inconsistency between the mortgage and the deed.

TWENTYFIRST: That this error or mistake of fact resulted in the omission of Alvin S. Campbell as a mortgagor on the recorded mortgage.

TWENTY-SECOND: That this error or mistake of fact requires this court to reform the mortgage by including Alvin S. Campbell as a mortgagor thereon.

TWENTY-THIRD: That the granting of this relief will bring the instruments into conformity with the intent of the parties, and will cure the error caused by the mutual mistakes, unilateral mistakes or the error which occurred in reduction of the agreements of the parties to written form.

TWENTY-FOURTH: That this court has equitable power to strike the name of a party from an instrument or to add a party inadvertently left out where, as here, all interested parties are before this court.

TWENTY-FIFTH: That correction of the scrivener's error and the mistake of fact will reflect the agreements reached by the parties rather than enforce the instruments herein in their mistaken form.

TWENTY-SIXTH: That Patricia Graziano and Lena M. Alio will not be prejudiced by the reformation as they both enjoyed the fruits of the mortgage; and, upon information and belief, they both resided at the mortgaged premises.

TWENTY-SEVENTH: By reason of the foregoing, plaintiff demands that the Mortgage be reformed to add Alvin S. Campbell as a mortgagor.

AS AND FOR A THIRD CAUSE OF ACTION
(EQUITABLE MORTGAGE)

TWENTY-EIGHTH: Plaintiff repeats and re-alleges the allegations contained in Paragraphs "First" through "TWENTYSEVENTH", as though fully set forth herein.

TWENTY-NINTH: That Alvin S. Campbell did knowingly benefit from the procurement by Concepcion Campbell of the mortgage.

THIRTIETH: Upon information and belief Alvin S. Campbell resided at the mortgaged premises after the closing.

THIRTY-FIRST: That it was the intention and understanding of the parties that the mortgagor was to give the Plaintiff a valid mortgage lien upon all of the mortgaged premises as security for its mortgage.

THIRTY-SECOND: That the mortgage herein has failed in effectuating its purpose because of the deed to Alvin S. Campbell and Concepcion Campbell, his wife, with the corresponding failure of Alvin S. Campbell to be named as a mortgagor on the mortgage herein.

THIRTY-THIRD: That the Plaintiff does not have an adequate remedy at law regarding this cause of action.

THIRTY-FOURTH: That by virtue of the facts and circumstances described above, Plaintiff has an equitable lien and equitable mortgage on all of the mortgage premises which equitable lien fully encumbers the mortgaged premises and should continue until satisfied.

THIRTY-FIFTH: The said equitable lien of the Plaintiff is enforceable against the mortgaged premises by this foreclosure action.

***Add to

WHEREFORE CLAUSE:

9. That the mortgage be reformed to add Alvin S. Campbell as a co-mortgagor.

10. That an equitable lien be impressed upon the mortgaged premises and that the Plaintiff have foreclosure of said lien.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT:

1. Adjudging and decreeing the amounts due the Plaintiff for principal, interest, costs, late charges, expenses of sale, allowances and disbursements, reasonable attorney's fees if provided for in the mortgage and any monies advanced and paid which are secured by the mortgage.
2. That the defendants and all persons claiming by, through or under them and every other person or entity whose right, title, conveyance or encumbrance is subsequent to or subsequently recorded, or whose lien is being challenged by being a defendant in this action, be barred and foreclosed of and from all right, claim, lien, interest or equity of redemption in and to said mortgaged premises.
3. That the said mortgaged premises, or such part thereof as may be necessary to raise the amounts due as aforesaid, be decreed to be sold according to law subject to the provisions of paragraph "TWELFTH" of this complaint.
4. That out of the monies arising from the sale thereof, the Plaintiff may be paid the amounts due on said note and mortgage, plus those items referenced in paragraph 1, above, together with any sums expended as aforesaid, with interest as allowed by law upon any advances from the dates of the respective payments, so far as the amount of such money properly applicable thereto will pay the same.
5. That either or any of the parties to this action may become a purchaser upon such sale.
6. That this court, if requested, forthwith appoint a receiver of the rents and profits of said premises with the usual powers and duties.
7. That the defendants referred to in paragraph "FIFTH" of this complaint and any original or subsequent obligors so named in this action, may be adjudged to pay any deficiency that may remain after applying all of said monies so applicable thereto, unless the debt has been listed and discharged in a bankruptcy petition, or unless the Plaintiff is unable to produce a copy of the note, in which case no deficiency judgment will be sought.
8. In the event Plaintiff possesses any other liens against the premises, they shall not be merged with the same. Plaintiff specifically reserves its right to share in any surplus monies arising from the sale of the subject premises by virtue of its position as a judgment or other lien creditor, excluding the mortgage being foreclosed herein.
9. That an equitable lien be impressed upon the mortgaged premises and that the Plaintiff have foreclosure of said lien.
10. That the mortgage be reformed to add Alvin S. Campbell as a co-mortgagor.
11. Awarding the relief requested in the SECOND cause of action stated in this complaint.
12. Awarding the relief requested in the THIRD cause of action stated in this complaint.
13. That the Plaintiff may have such other and further relief as may be just, equitable and proper.

Steven J. Baum, P.C.
Attorneys for Plaintiff
220 Northpointe Parkway, Suite G
Amherst, New York 14228
Tel.: 716-204-2400

Title Number DLS-5230-0

Page 1

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THENCE southeasterly parallel with Union Street, 14 feet;

THENCE southwesterly, again parallel with Smith Street, and part of the distance through a party wall, 90 feet to the northeasterly side of Union Street; and

THENCE northwesterly along the said northeasterly side of Union Street, 14 feet to the point or place of BEGINNING.

f

Schedule B - Defendants

CONCEPCION CAMPBELL

Record owner and original mortgagor.

ALVIN S. CALVIN

Record owner.

JOHN DOE

Said name being fictitious, it being the intention of Plaintiff to designate any and all occupants of premises being foreclosed herein, and any parties, corporations or entities, if any, having or claiming an interest or lien upon the mortgaged premises.

Schedule C - Defendants

NEW YORK CITY ENVIRONMENTAL
CONTROL BOARD

Holder of possible judgments against Concepcion
Campbell and/or Alvin S. Campbell, see attached.

NEW YORK CITY TRANSIT
ADJUDICATION BUREAU

Holder of possible judgments against Concepcion
Campbell and/or Alvin S. Campbell, judgments
cannot be certified since docket books are
missing.

NEW YORK CITY PARKING
VIOLATIONS BUREAU

Holder of possible judgments against Concepcion
Campbell and/or Alvin S. Campbell, see attached.

PERSONAL TOUCH RESEARCH

7188581934 P.004

REPORT PAGE: 1783

JUDGMENT DOCKET BOOK

DATA AS OF : 05/06/07

***** JUDGMENT DEBTOR ***** ADDRESS *****

J-# J-AMT J-INT PLT OR SUM ST

DEBTOR NAME	ADDRESS	CITY	STATE	ZIP	J-#	J-AMT	J-INT	PLT OR SUM	ST
CAMPANELLA PAUL J	11 LEGGETT PL	STATEN ISLAND	NY	10314	3	186	8.46	CZC3249	
CAMPANELLA SAL D	35 BAYVIEW LN FL1	STATEN ISLAND	NY	10309	1	155	26.33	BKT2934	
CAMPANELLA VINCENT	15915 91ST ST	HOWARD BEACH	NY	11414	3	505	4.92	DJY1166	
CAMPANELLA ANTHONY	324E 77TH ST APT 4D	NEW YORK NY		10021	1	175	42.12	3904427787	
CAMPANELLA ANTHONY	8267 AUSTIN ST	KEW GARDENS NY		11415	1	110	45.46	3611322805	
CAMPANELLI LUCILLE J	9017 149TH AVE FL 2	OZONE PARK	NY	11417	2	90	53.05	BN245B	
CAMPANELLI PAOLO	2025 YATES AVE	BRONX	NY	10461	1	105	5.33	1105794064	
CAMPANERO CARMEN J	1898 LONGFELLOW AVE	BRONX	NY	10460	1	175	2.24	DRE8630	
CAMPANIOLO TONY A	1925 19TH LN	BROOKLYN	NY	11214	6	890	38.59	BT22470	
CAMPANIOLO TONY	1925 19TH AVE	BROOKLYN NY		11214	1	115	61.43	3523031047	
CAMPANIONI DEBRA	129 W 147TH ST # 133	NEW YORK	NY	10039	1	175	2.24	AXM4444	
CAMPASANO JEANETTE	84 44 118 ST	KEW GARDENS	NY	11415	1	125	2.47	AVN8905	
CAMPAZ MARIO	794 MIDWOOD ST # 2H	BROOKLYN	NY	11203	12	1380	706.44	ADG9648	
CAMPBELL AHMED A	11550 174TH ST	SAINTE ALBANS	NY	11434	2	230	149.04	S331NW	
CAMPBELL AIDA A	3511 BARNES AVE # 8H	BRONX	NY	10467	6	1040	274.83	BYH6032	
CAMPBELL AINSLEY W	138 WASHINGTON AVE #	BROOKLYN	NY	11205	1	125	5.49	BNE2359	
CAMPBELL ALARIC S	1383 DEAN ST # 2W	BROOKLYN	NY	11216	4	610	7.31	DNV4025	
CAMPBELL ALBERT A	14662 181ST ST	JAMAICA	NY	11413	3	445	90.35	CUY3033	
CAMPBELL ALBERT A	955 EVERGREEN AVE	BRONX	NY	10473	2	120	4.96	DEV1810	
CAMPBELL ALBERT A	837 E 219TH ST	BRONX	NY	10467	2	250	12.27	DKP1750	
CAMPBELL ALERICK M	92 PINEHURST AVE # 5	NEW YORK	NY	10033	6	670	247.46	AEH7268	
CAMPBELL ALEXANDER J	2131 NOSTRAND AVE	BROOKLYN	NY	11210	1	115	74.92	KNF647	
CAMPBELL ALFRED	328 CRUGER AVE	BRONX	NY	10472	3	335	144.23	BCY6625	
CAMPBELL ALFREDO	755 WSHNGTN AVE # MB	BROOKLYN	NY	11238	1	105	7.87	DBV8732	
CAMPBELL ALGERNON C	3334 BOUCK AVE	BRONX	NY	10469	1	135	8.03	DLU5636	
CAMPBELL ALICIA Y	302 ANDROS AVE	STATEN ISLAND	NY	10303	28	3040	2036.72	Z686EE	
CAMPBELL ALRROMEO M	4068 WHITE PLAINS RD	BRONX	NY	10466	11	1265	501.33	ET772C	
CAMPBELL ALVIN	202 MAPLE ST	BROOKLYN	NY	11225	1	125	.74	71862JT	
CAMPBELL ALVIN E	937 E 214TH ST # 1	BRONX	NY	10469	5	725	4.90	DTG8620	
CAMPBELL ANDREA	221 14 133RD AVE 1	LAURELTON	NY	11413	2	20	12.07	DW685X	
CAMPBELL ANDREA D	25 MONROE ST	BROOKLYN	NY	11238	10	1205	42.48	DFW3926	
CAMPBELL ANDREA M	3630 BRONX BLVD	BRONX	NY	10467	2	300	39.54	BET1949	
CAMPBELL ANDREW	531 E 28TH ST	BROOKLYN	NY	11210	2	280	4.07	CL45SW	
CAMPBELL ANDREW	1516 E.98TH SST.	BKLYN NY		11236	1	115	59.04	3534262050	
CAMPBELL ANDREW	1516 E.98TH ST.	BKLYN NY		11236	1	115	61.22	3499406536	
CAMPBELL ANDREW	216 23 131 AVE	JAMAICA	NY	11413	1	95	54.02	X320VZ	
CAMPBELL ANDREW	21809 100TH AVE	JAMAICA	NY	11429	3	325	208.52	Y171JT	
CAMPBELL ANDREW M	1500 CARROLL ST # 4A	BROOKLYN	NY	11213	2	230	101.40	BGM8095	
CAMPBELL ANDREW S	502 BEACH 21 ST	FAR ROCKAWAY NY		11691	1	95	39.42	3648969122	
CAMPBELL ANGEL	502 BEACH 21 ST	FAR ROCKAWAY NY		11691	1	115	47.72	3653572630	

PVB's

4

Dock1

5/3/20

Dock1

Part	Last Name	First Name	Case No	Street	City	St	Zip	Judg Date	Ord Date	Dock Date	NOV No	Balance	Sat Val	SV Date
1	CAMPBELL	ALVIN	137	MADISON STREET	BROOKLYN	NY	11216	10/03/02	08/19/02	01/03	0130113922	\$300.00		
1	CAMPBELL	ALVIN	137	MADISON STREET	BROOKLYN	NY	11216	02/19/04	01/05/04	07/04	0131486420	\$300.00		

ECB's

STATE OF NEW YORK)
COUNTY OF ERIE)

DAWN HANZLIK-HEXEMER, being duly sworn, deposes and says:

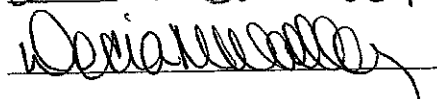
That your deponent is the attorney for the plaintiff, having an office at 220 Northpointe Parkway, Amherst, New York, and that she has read the foregoing Summons and Complaint and knows the contents thereof; that the same is true to her knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters your deponent believes it to be true. Deponent further states that the grounds of her belief as to all matters in the complaint not stated to be upon her knowledge are based upon the original note, mortgage and/or financial statements, together with correspondence.

That the reason this verification is made by your deponent instead of the Plaintiff is because the Plaintiff does not reside or have an office for the conduct of business within the County of Erie, which is the County where your deponent has her office.



DAWN HANZLIK-HEXEMER, ESQ.

Sworn to before me this

6th day of June 2007


DECIA M. WALKER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires April 11, 2009

DAWN HANZLIK-HEXEMER, AN ATTORNEY AT LAW LICENSED TO PRACTICE IN THE STATE OF NEW YORK, AND THE ATTORNEY FOR THE PLAINTIFF IN THIS ACTION HEREBY CERTIFIES THAT, TO THE BEST OF HER KNOWLEDGE, INFORMATION AND BELIEF, FORMED AFTER AN INQUIRY REASONABLE UNDER THE CIRCUMSTANCES, THE PRESENTATION OF THIS PLEADING, AFFIDAVIT, (OR MOTION IF APPLICABLE), OR THE CONTENTIONS CONTAINED HEREIN ARE NOT FRIVOLOUS AS DEFINED IN 22 N.Y.C.R.R. 130-1.1(c).



DAWN HANZLIK-HEXEMER, ESQ.