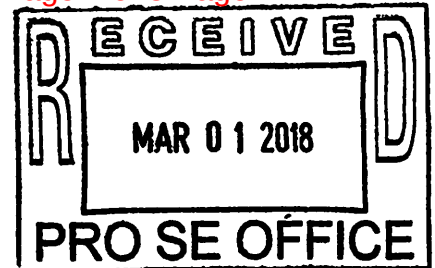


ORIGINAL

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

REGINALD ANDERSON,

Plaintiff,



JURY TRIAL DEMANDED

42 U.S.C §1983

-against-

CV 18 - 1351

DONNELLY, J.

HERTZ CORPORATIONS, LLC (Rental Car Company)
CHUBB CORPORATION LLC (Insurance Company for Hertz Corp.
ESIS INSURANCE COMPANY (CHUBB Corp. third party Insurance Company)
AMANDA KEGLY, ESIS Corp., Team leader Supervisor for claims.
CHRISTOPHER FERGUSON, ESIS Corp., Claims Representative
ERIC BURTIS, ESIS Corp., Claims Manager
BRAD STARK, ESIS Corp., Manager
CITY OF NEW YORK
QUEENS COUNTY DISTRICT ATTORNEY
LAURINBERG, Assistance District Attorney (Queens County)
NEW YORK CITY POLICE DEPARTMENT
GULLO, New York City Police Office (Shield#12097.103 precinct)
In their official capacities

BLOOM, M.J.

Defendants.

Plaintiff, REGINALD ANDERSON is the undersigned (PRO-SE), alleges the following.

1. The Plaintiff REGINALD ANDERSON resides in the County of Queens in the State of New York.
2. The damages that are being alleged in this complaint occurred in the County of Queens, in the State of New York.
3. This matter was never heard before any other court whether Federal and/or State court before.
4. Defendants Hertz Corporation, Chubb Corporation, ESIS Insurance Company, as well as their representative AMANDA KEGLY, Team Leader Supervisor for Claims, CHRISTOPHER FERGUSON, ESIS Claim representative, ERIC BURTIS, ESIS Claim Manager, and BRAD STARK ESIS Manager all acknowledge that Hertz Corporation is reliable for the damages that was caused to my vehicle.
5. Defendants City of New York and its agencies Queens District Attorney Office (Laurinberg ADA), and New York City Police Officer Gullo shield# 12097, denied the plaintiff the right to equal justice by failing to investigate, arrest, and prosecute individuals associated with the ESIS Insurance Company for taking the plaintiff vehicle without the consent, permission, and or authorization to do so.
6. The Plaintiff REGINALD ANDERSON has done everything to resolve this matter prior to filing this lawsuit,
7. And the defendants have done everything in their power to cause this action before this court today.

The PARTIES to this action are as followed:

a) REGINALD ANDERSON, is the Plaintiff in this matter, and I resided at 155-02 116 Drive Jamaica, New York 11434.

b) The defendants in this matter are as follow:

1. HERTZ CORPORATION, 8501 Williams Road Estero FL 33928
2. CHUBB CORPORATION, 15 Mountainview Road, Warren New Jersey 07059
3. ESIS Insurance Corporation, 436 Walnut Street Philadelphia, PA 19106
4. AMANDA KEGLY, Team Leader Supervisor for ESIS, 2025 E Mohawk Dr., Overland Park, KS 66210.
5. CHRISTOPHER FERGUSON, Claim Representative ESIS, 2025 E Mohawk Dr., Overland Park, KS 66210,
6. ERIC BURTIS, Claim manager ESIS, 2025 E Mohawk Dr., Overland Park, KS 66210,
7. BRAD STARK, Manager at ESIS, 2025 E Mohawk Dr., Overland Park, KS 66210,
8. CITY OF NEW YORK is represented by the Corporation Counsel, 120 Broadway #5 New York, NY 10271,
9. LAURINBERG, Assistant District Attorney Queens County, 125-01 Queens Boulevard, Kew Gardens NY 11415,
10. GULLO, NYC Police officer shield #12097, 103rd Precinct 168-02 91st Avenue, Jamaica, NY 11432.

STATEMENTS OF FACTS

Defendants: Hertz Corp./ESIS /CHUBB Insurance

The Defendant Hertz Corporation rented a 2016 Hyundai Sonata bearing Georgia License plate number CEK4454 on the 9th day of October 2017 with a return date of the 15th day of October 2017.

On the 1st day of November 2017 the same vehicle bearing Georgia license plate number CEK4454 crashed into my car that was parked in the front of my house, the occupant of the vehicle exited the vehicle and ran away causing major damage to my vehicle a 2008 R350 Mercedes Benz.

The Hertz Corporation was contacted on the 2nd day of November, 2017 and by the 5th day of November 2017 a claim # (2160341) was generated.

On several occasions between the 5th and 7th of November 2017 I tried but was unsuccessful in contacting the Hertz Clerical Supervisor Lisa Thurnau.

On the 8th of November 2017 I again called the Hertz Corporation and I spoke to Matthew Tilley who is a Manager at Hertz Claim Department. Mr. Tilley informed me that he would get back in contact with me, because a claims number had to be generated by the insurance Company (ESIS).

On the 8th of November 2017 I received an email from both Matthew Tilley, and Lisa Thurnau directing me to contact ESIS and to provide them with claim Number 8B564956164411.

This claim was sent to ESIS insurance company which is the insurance company that is representing Hertz Corporation in this matter under claim number 8B564956164411.

This claim was assigned to Chris Ferguson, a claims representative at ESIS insurance company, I spoke to Chris Ferguson on several occasions, I informed Chris Ferguson that I was without a vehicle to get to work and to take and pick my son up from school. I informed him that I was spending unnecessary money everyday because of the delay.

On the 16th day of November 2017 I was informed by Chris Ferguson that the adjustor from the ESIS insurance Company informed them that the damages to my vehicle was not repairable and said that the value of the vehicle was over \$12,000, He (Chris Ferguson) also informed me that the vehicle was reported stolen, and obtained with a bogus credit card. Chris Ferguson informed me that the storage fee was mounting up and that he had to do something, and that he would call me back.

However, on the 17th day of November 2017 when I called Chris Ferguson office the answering machine message state that Chris Ferguson would be out of the office from the 17th of November to the 27th of November 2017.

I called ESIS insurance Company and my call was forward to the team leader Amanda, I left her a message with my number. I received a call back from another person who stated that Amanda informed him to call me. And that I better go and take the car out of storage.

However, on the 27th day of November 2017 I spoke to Chris Ferguson, at such time Chris Ferguson advise me that he had 'MY' vehicle removed from storage and they paid the storage fee in the amount of \$2,351.70, he also informed me that he could not give me the full amount for my vehicle that under New York State Law that he could only give me \$10,000 minus the storage fee (\$7,648.30). I informed Chris Ferguson that I did not give them permission or consent for them to remove "MY" vehicle, I told Chris Ferguson that I would sue Hertz Corporation for the remaining amount of money. Chris Ferguson stated that I would have to sign a release form in order to get the money. Upon receiving the release form, the form states in part that I could not sue Hertz or it partners, and if I did not sign the form I could not get the money for the damages caused to my vehicle by a hertz rental vehicle.

I informed Chris Ferguson that I would not sign his threat and coercion form, and that the only form I will sign is one that states under New York State Law that they could not pay me more than \$10, 000. I also informed him that Hertz is responsible for any and all damages caused by their negligence.

I contacted Hertz the next business day after the accident. After being misled by their Manhattan office, I contacted Hertz Claims Department and filed my claim. I informed them of the accident, where they could get the information about their car and the location of my vehicle.

I had called Hertz on several occasions, I have talked to several managers of the managers and they all believe that I should take a lost for my property.

Hertz rented a vehicle to a person with a bogus credit card (So they Claim) on the 9th of October 2017 and this vehicle was to return back to hertz on the 15th day of October 2017. 17 days later on the 1st of November 2017 this same vehicle has not been returned to Hertz, it is now reported stolen (Chris Ferguson claims) and crashes into my parked car in front of my house, causing damage that could not be repaired.

Hertz Insurance Company ESIS is now trying to bully me, by not taking responsibility for their actions, by trying to use threats and coercion, and they have cost me unnecessary money to travel back and forth to work, to dropping my son off to school and after school. I was forced to purchase a vehicle that I did not need because of this incident.

Their actions has caused me to change my living arrangements. I could not send my daughter money for her and my grandson for Christmas, I could not buy my 8 year old son nothing for his birthday (12/4/2017) nor for Christmas. I have spend thousands of dollars because of this incident because of Hertz negligence, and their insurance company wants to bully me. They want me to take a lost for their failure to secure the rental payment (Bogus Credit card), and their failure to secure a rented vehicle that should have been returned 17 days prior to the 1st of November 2017. Even if someone used a bogus credit card to rent Hertz vehicle, 17 days had elapsed without Hertz securing the return of such rented vehicle. Did Hertz have a locator on their rented vehicle? (GPS) or did Hertz have the capability to shut the stolen rented vehicle off by satellite?

However, one looks at this case it is obvious that Hertz negligence contributed to my damages, loses, and suffering. Hertz Insurance representative ESIS Insurance is responsible for the threats and coercion (Bullying), and for the damages, loses, and suffering. ESIS insurance company believes it is okay to use "Threats and Coercion", to protect its clients from being sue, and as a way of robbing people of damages that their clients are responsible for. In fact after talking to Brad Stark a manager at ESIS insurance who stated to me "that's just the way we do business around here", when I was informing him of the 'threats and coercion" that was being used on me.

ESIS Insurance Company claims representative Chris Ferguson stated that under NYS Law the insurance company (ESIS) could only pay me \$10,000 for my damages minus the storage fee of \$2,351.70. However, when I told him to send me a release statement saying such, and not a 'threats and coercion" release form my request was denied.

Pain and Suffering

Because of Hertz Corporation negligence in securing their rental vehicle my life as well as my family life had to suffer a life changing event. Birthday's and holidays a time of joy had to changed. I was forced to buy a car (\$4,000) so that I could get back and forth to work, to take and pick my son up from and to school. I was forced to take cabs to work and to drop and pick my son up for 14 days at a cost of \$36 dollars a day (\$504 in total). There has not been a year that I could not celebrate the birthday of my son, or the Christmas holiday with my kids,

I am asking this court to award me one million dollars for pain and suffering, as well as \$13,000 for the totaling of my vehicle, \$4,000 for the vehicle that I had to purchase unnecessarily, \$504.00 for travel fee (cabs) to go to and forth to work and taking and picking up my son. I would also ask this court to order Hertz and ESIS Corporation to pay all court fees and expenses.

Defendant: New York City

On the 27th day of November 2017, I was informed by ESIS Claim representative Chris Ferguson that he had my vehicle a 2008 R350 Mercedes Benz removed from the body shop (on the 21st day of November 2017) from which I had place it after it was damaged by a Hertz rental car on the 1st day of November 2017, without my consent, permission, and/or any agreement whether verbal and/or in writing. I informed Chris Ferguson that he did not have my consent, permission, and/or any agreement and that ESIS Insurance Company had stolen my car. I informed Chris Ferguson that I was going to report my car stolen. Chris Ferguson stated " I had to get he car out of there because the storage fee was mounting up", I informed that I put the car in the Body Shop and not ESIS.

On the 30th day of November 2017, and after unsuccessfully coming to an agreement with ESIS Insurance company, I went to the 113th precinct to report my vehicle stolen. I was informed by the from desk clerk that I could not file a stolen car report at the precinct and that I had to go to the Body shop from which the vehicle was stolen and call 911 from that location.

On the 1st day of December 2017 I went back to the Body shop where my car was stolen from by ESIS Insurance Company and called 911. NYC Police office Gullo shield # 12097 came to the Body Shop and refused to file a stolen car report stating that the matter was not criminal but civil. And that the Vehicle is not stolen. I informed the officer (Gullo) that I did not give anybody permission to take and/or remove my vehicle. And that my vehicle is stolen because I do not have access to it, I do not know the whereabouts of my vehicle. Officer Gullo said that Hertz is a Corporation and what is he suppose to do look up a Corporation. Officer Gullo refused to file a stolen vehicle report.

On the 4th day of December 2017 I called the Queens County District Attorney's Office and I spoke to an A.D.A. to file my stolen car complaint because I could not get the NYC Police Department to file the report. And again the Queens District Attorney's office refused to file a stolen car complaint stating the law is "tricky" with insurance companies. I informed her (A.D.A. Lowingberg) that the car was taken without my consent, permission and/or agreement. I also informed her that my car is worth over \$12,000 which makes it a grand larceny case. But because Hertz and ESIS is a Corporation they are exempt from prosecution.. So I asked the question, if I become a corporation could I go around and pay other people storage fee and not have to worry about a criminal prosecution and the answer was no. So how could ESIS insurance company do the same and not be prosecuted for this crime..

The City of New York has denied me equal justice, the right to have those that are responsible for stealing my personal property prosecuted, and the right to have those responsible for threats and coercion (BULLYING) be held responsible for their actions.

New York City has a history for prosecuting people for unauthorized use of a Vehicle, as well as auto theft. And nobody is above the law. However, the Queens District Attorney's Office, as well as the NYC Police Department failed to even investigate the matter. No matter if a person loaned a person a car but failed to return such it would be unauthorized use of a vehicle. Here the car was not loaned, no permission, no agreement, and/or consent was given. In any other neighborhood this car would have been considered stolen, a investigation would have been conducted, and an arrest would have been made and the person(s) responsible would have been prosecuted.

Pain and Suffering

New York City has an obligation to protect and serve. In this case they failed to do so. Here I am a victim and the Corporations are the perpetrators. Because the perpetrators are a "CORPORTATION", the Queens District Attorney's Office, as well as the New York City Police Department refused to even file a report, they refused to even investigate the case. Because it was a "CORPORATION". If you leave your vehicle parked somewhere and you give no one permission, consent, or authorization to remove, displace, or tamper with such vehicle and that vehicle is not where you left it or in the condition that you left it, that vehicle is considered stolen or vandalized. Either way a crime has been committed.

ESIS Corporation claims representative Chris Ferguson did not have permission, consent, or authorization to have such vehicle (2008 Mercedes Benz R350) to be removed from the body shop. I still to this day do not know where "MY" vehicle is located, but the New York City Police Department, as well as the Queens District Attorney's Office insist that "MY" vehicle is not stolen. These agencies are in place to protect all citizens not just Corporations.

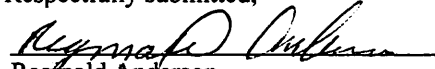
WHEREFORE, plaintiff demands a jury trial and the following relief jointly and severally against the defendants:

- a) Compensatory damages in the amount to be determined by a jury;
- b) Punitive damages in the amount to be determined by a jury;
- c) Costs, interest and any other fees;
- d) Such other and further relief as this court may deem just and proper, including injunctive and declaratory relief.

I declare under the penalty of perjury that on the 17th day of February, 2018, I delivered this complaint to the U.S. postal Office to be mailed to the United States District Court for the Eastern District of New York.

Signed this 17th day of February, 2018 I declare under the penalty of perjury that the foregoing is true and correct.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Reginald Anderson', is written over a horizontal line.

Reginald Anderson
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