RETURN DATE: September 13, 2011	:	**SUPERIOR COURT**
DEBRA LEE	:	**J. D. OF HARTFORD**
VS.	:	**AT HARTFORD**
PAUL MEUNIER **TOWN OF ENFIELD**	:	**AUGUST 25, 2011**

COMPLAINT

FIRST COUNT: (As to Paul Meunier Statutory Liability)

1. At all times stated herein, the Plaintiff, Debra Lee, was a resident of the Town of Lyndonville, State of Vermont.
2. At all times stated herein, the Defendant, Paul Meunier, was a resident of premises at 17 Weymouth Road, in the Town of Enfield, State of Connecticut and for some time prior to the events alleged herein, was the owner and or keeper of dog which he kept on his premises. (Hereinafter Defendant's dog)
3. On November 26, 2009, the Plaintiff was visiting relatives on Weymouth Road, in Enfield, Connecticut for the Thanksgiving holiday when she decided to take her relative's dog for a walk.
4. As she walked on Weymouth Road, a public road in the Town of Enfield, the Defendant's dog ran from the Defendant's premises, crossed the street and

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attacked the plaintiff causing her to fall to the ground and suffer severe and permanent injuries and losses as stated herein.

5. At the time of the attack and the resulting injuries and losses, the Plaintiff was not committing a trespass nor was she teasing or tormenting the dog.
6. The Defendant is liable for the attack, and the resulting injuries, losses and damages, in accordance with Section 22-357 of the Connecticut General Statutes.
7. As a direct and proximate result of the attack, the Plaintiff suffered the following injuries, losses and damages some of which are permanent in nature:
   a. Injury to her right knee;
   b. Injury to her left knee which required surgical repair;
   c. Injury to her right shoulder;
   d. Severe mental and physical pain and suffering;
   e. Pain and numbness in her right arm and shoulder:
   f. Severe bruising and contusions to her body;
   g. Scarring which is likely permanent;
   h. Overall pain and suffering to her body;
   i. Severe emotional upset;

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j. Severe and permanent shock to her nervous system.

k. Fear of future surgery.

l. Post traumatic stress disorder.

8. As a further result of the attack, the Plaintiff was forced to undergo various medical procedures, including surgery, and incur significant medical expenses for doctor bills, hospital bills, prescriptions, diagnostic tests and procedures and is likely to incur further expenses in the future.

9. As a further result of the attack, the Plaintiff was prevented from enjoying the usual activities of daily life including recreational and family activities as she had done before, and will likely be prevented or impaired from doing so in the future due to her physical condition. In addition, she was forced to hire others to assist her with certain activities.

SECOND COUNT (As to Paul Meunier/ Negligence)

1-5 Paragraphs One through Five of the First Count are hereby made Paragraphs One through Five of the Second Count as if fully set forth herein.

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6. At all times stated herein, the Defendant, Paul Meunier, knew or should have known of the dangerous, ferocious and mischievous propensities of the dog that attacked the Plaintiff.

7. The injuries, losses and damages incurred by the Plaintiff were the direct and proximate result of the negligence and carelessness of the Defendant, Paul Meunier, in that, he:

a. Failed to erect barriers around his property to prevent the dog from leaving the premises;

b. Failed to properly restrain the dog;

c. Failed to post warnings of the dog's dangerous propensities;

d. Failed to take reasonable and necessary steps to prevent the dog from leaving the premises;

e. Failed to properly watch and supervise the dog to prevent it from leaving the premises and attacking others;

f. Failed to properly instruct or train the dog.

g. Failed to ensure the dog was properly leashed before it left the premises.

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8. At all times mentioned herein, the Defendant, Paul Meunier, was under a duty to properly leash or restrain his dog and to prevent it from leaving his premises and injuring others.

9-11. Paragraphs Seven, Eight and Nine of Count One are hereby made Paragraphs Nine, Ten and Eleven of Count Two as if full set forth herein.

THIRD COUNT (AS TO THE TOWN OF ENFIELD/ STATUTORY TORT LIABILITY):

1-9. Paragraphs 1 through 9 inclusive, of the First Count are hereby incorporated and made Paragraphs 1 through 9 inclusive, of this Third Count as if fully set forth herein.

10. At all times mentioned herein, defendant, Paul Meunier, was acting as the agent, servant and/or employee of the defendant Town of Enfield and acting within the scope of his employment or official duties.

11. At the time of the attack on the Plaintiff by Defendant's dog, a 911 call was placed to the Emergency Service Center of the Town of Enfield requesting that an ambulance and emergency medical personnel be dispatched to the scene of

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the attack. At that time, Plaintiff was sitting by the road in severe pain and distress due to injuries incurred due to the attack.

12. At the time the call came into the center, the Defendant, Paul Meunier, was on duty in the call center and overheard the call come in. Realizing that the call concerned his dog, the Defendant, unilaterally cancelled the ambulance which had already been dispatched thus depriving the Plaintiff of the emergency care which had been requested and further subjecting her to additional physical pain, emotional suffering, and injuries which she would not otherwise have had to endure.

13. The additional damages and suffering incurred by the Plaintiff were due to the negligence and careless of the Defendant, Paul Meunier, in that he:

    a. Failed to follow rules and regulations of his employment regarding the cancellation of emergency calls;

    b. Cancelled a request to assistance without permission or authority to do so;

    c. Cancelled a request for assistance prior to making sure the assistance was no longer needed.

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d. Cancelled a request for assistance because he knew that the person seeking assistance had been attacked by his dog.

e. Cancelled the request for assistance because he feared possible legal consequences regarding the attack.

f. Took steps to cover up his involvement in cancelling the request for assistance including but not limited to: changing departmental records; and concealing the fact that the dog which attached the plaintiff belonged to him.

14. As a direct and proximate result the Defendant's negligence, the Plaintiff was delayed many hours in obtaining medical attention and was forced to suffer increased and a more lengthy period of pain and suffering.

15. Because defendant, Paul Meunier, was, as an agent, servant and/or employee and with the Town of Enfield, and acting within the scope of his employment or official duties at all times relevant hereto, and was negligent in the performance of dispatching emergency calls, which is a ministerial function, the Town of Enfield, is liable for the plaintiff's injuries and losses resulting there from pursuant to Conn. Gen. Stat. §52-557n(a)(1).

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FOURTH COUNT (AS TO TOWN OF ENFIELD/STAUTORY INDEMNIFICATION)

1-9. Paragraphs 1 through 9, inclusive, of the First Count are hereby incorporated and made Paragraphs 1 through 9 inclusive, of this Fourth Count as if fully set forth herein.

10-15. Paragraphs 10 through 15 inclusive of the Third Count, are hereby made Paragraphs 10-15 of the Fourth Count as if more fully set forth herein.

16. At the time of the incident, Paul Meunier, was acting in his capacity as an emergency dispatch officer for the Town of Enfield, and was acting within the scope of his employment. As such, the defendant Town of Enfield is liable for the negligence of its employee pursuant to Conn.Gen.Stat. §7-465.

17. Paragraph 14 of Count Three is hereby made Paragraph 17 of the Fourth Count as if fully set forth herein.

FIFTH COUNT (AS TO PAUL MEUNIER/ RECKLESSNESS):

1-9. Paragraphs 1 through 9 inclusive, of the First Count are hereby incorporated and made Paragraphs 1 through 9, inclusive, of this Fifth Count as if fully set forth herein.

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10-12. Paragraphs 10, 11, and 12 of the Third Count are hereby made Paragraphs 10, 11 and 12 of the Fifth Count as if fully contained herein.

13. The actions of the Defendant, in cancelling the emergency call were reckless and intentional:

a. in that he intentionally cancelled a 911 call for assistance without ascertaining that there was no longer a need for the assistance and when he knew that Plaintiff was injured and in need of help, in complete disregard for the safety of the Plaintiff and which action subjected her to additional pain, suffering and prolonged injury.

b. in that he purposefully cancelled the call in order to protect his own personal and financial interests, incomplete disregard for the Plaintiff's need for emergency services.

c. in that he intentionally violated policy, training and emergency assistance laws and regulations by unilaterally cancelling the call, in complete disregard for the Plaintiff's need for emergency services.

d. in that he intentionally and recklessly concealed evidence essential to departmental operations, to wit: knowledge that the dog involved in the attack belonged to him.

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e. in that he intentionally and recklessly altered records with the intent of covering up the incident in which plaintiff was injured.

14. Paragraph 14 of count Three is hereby made paragraph 14 of Count Five as if fully set forth herein.

15. Defendant's conduct was a significant factor in producing the severity and length of time Plaintiff was forced to undergo pain and suffering.

PPRAYER FOR RELIEF:

WHEREFORE, the Plaintiff claims:

As to the First, Second Third and Fourth Counts:

1. Money damages;

2. Costs; and

3. Such other and further relief as in law and equity this Court may provide.

As to the Fifth and Sixth Counts:

1. Money damages;

2. Costs;

3. Double damages pursuant to common law;

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4. Attorney's fees pursuant to common law.

5. Such other and further relief as in law and equity this Court may provide.

PLAINTIFF

By: Frederick M. Vollono
Frederick M. Vollono
Kenny, Brimmer & Mahoney, LLC
Her Attorneys

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RETURN DATE: SEPTEMBER 13, 2011	:	**SUPERIOR COURT**
DEBRA LEE	:	**J. D. OF HARTFORD**
VS.	:	**AT HARTFORD**
PAUL MEUNIER **TOWN OF ENFIELD**	:	**AUGUST 24, 2011**

AMOUNT IN DEMAND

The amount of monetary damages is more than Fifteen Thousand Dollars ($15,000.00) exclusive of costs and interest.

PLAINTIFF,

By _____
Frederick M. Vollono, Esq.
KENNY & BRIMMER, LLC
Her Attorneys

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OFFICER'S RETURN

STATE OF CONNECTICUT

ss: Enfield, August 26, 2011

COUNTY OF HARTFORD

Then and there by virtue hereof, on August 26, 2011, I served the within named defendant, one (1) **Paul Meunier,** by leaving a true and attested copy of the original WRIT, SUMMONS AND COMPLAINT, with and in the hands of the within named defendant (1) at **17 Weymouth Road, Enfield, CT 06082,** with my endorsements thereon.

Then and there by virtue hereof, on August 26, 2011, I served the within named defendant two (2) **Town of Enfield,** by leaving (2) two true and attested copies of the original WRIT, SUMMONS AND COMPLAINT, with **Suzanne F. Olechnicki, Town Clerk at 820 Enfield Street, Enfield, CT 06082,** with my endorsements thereon.

The within and foregoing is the original WRIT, SUMMONS AND COMPLAINT, with my doings hereon endorsed.

ATTEST:

PETER J. PRIVITERA
CT STATE MARSHAL
HARTFORD COUNTY

FEES:

Service Fee	$ 60.00
Copy	29.00
Endorsements	4.00
Travel	18.00
	$111.00