

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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HOWARD I. GINSBURG, as Administrator of  
the ESTATE OF BRADLEY MARC GINSBURG,  
Deceased,

Plaintiff,

- vs -

COMPLAINT  
5:11-CV-1374  
(DNH/DEP)

THE CITY OF ITHACA, CORNELL UNIVERSITY,  
DAVID J. SKORTON, Individually, and as  
President of Cornell University, SUSAN H.  
MURPHY, Individually, and as Employee of  
Cornell University, TIMOTHY C. MARCHELL,  
Individually, and as Employee of Cornell  
University, GREG EELLS, Individually, and  
as Employee of Cornell University, and  
"JOHN DOE" and "JANE DOE", presently  
unnamed and unknown individuals.

Defendants.

PLAINTIFF DEMANDS A TRIAL BY JURY  
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The plaintiff, HOWARD I. GINSBURG, through his attorney,  
LELAND T. WILLIAMS, ESQ., alleges:

1. That at all times relevant the plaintiff, HOWARD I.  
GINSBURG, was a citizen of the United States and a resident of  
Boca Raton, Palm Beach County, State of Florida.

2. That at all times relevant the decedent, BRADLEY MARC  
GINSBURG, was a citizen of the United States and a resident of

Boca Raton, Palm Beach County, State of Florida.

3. That the decedent died on February 17, 2010, and was 18 years old at the time of his death.

4. That on May 2, 2011, subsequent to the death of the decedent, and prior to the commencement of this action, a Decree was signed and entered by the Surrogate's Court of the State of New York, held in and for the County of Tompkins at Ithaca, New York, granting plaintiff Letters of Administration, and plaintiff is now acting in that capacity and is duly qualified to maintain this action.

5. That at all times relevant the defendant, CITY OF ITHACA, was and is a municipal corporation chartered and existing as a city and duly organized and existed under the General Municipal Law of the State of New York, in Tompkins County and State of New York.

6. That at all times relevant the defendant, CORNELL UNIVERSITY, was and is a private university, chartered in 1865 by action of the New York State Legislature, which conducted and managed, and still conducts and manages a university in the City of Ithaca, Tompkins County and State of New York.

7. That at all times relevant the defendant DAVID J. SKORTON, MD, [hereafter referred to as "SKORTON"] was and is the President of CORNELL UNIVERSITY.

8. That at all times relevant the defendant SUSAN H. MURPHY, [hereafter referred to as "MURPHY"] was and is Vice President for

Student and Academic Services of CORNELL UNIVERSITY, and a 1973 undergraduate of said institution. Upon information and belief, Health Services at CORNELL UNIVERSITY are under her direction.

9. That at all times relevant the defendant TIMOTHY C. MARCHELL, Phd, MPA, [hereafter referred to as "MARCHELL"] was and is Director of Mental Health Initiatives, part of Gannet Health Services of CORNELL UNIVERSITY. He was a 1980 graduate of said institution.

10. That at all times relevant the defendant GREG EELLS, [hereafter referred to as "EELLS"] was and is Director of Counseling and Psychological Services, and Associate Director of Gannet Health Services of CORNELL UNIVERSITY.

11. The CORNELL UNIVERSITY campus area, so called "East Hill", includes seven bridges that cross two main, steep, wooded gorges with streams and waterfalls. CORNELL UNIVERSITY owns four of the bridges, and the CITY OF ITHACA owns the other three.

12. That at all times relevant the defendant CITY OF ITHACA owned the Thurston Avenue Bridge on the CORNELL UNIVERSITY campus. The bridge spans the Falls Creek Gorge, and connects the North Campus freshman housing area to the Main Campus academic area.

13. That at all times relevant the decedent, BRADLEY MARC GINSBURG, and approximately 8,500 vehicles, 950 pedestrians and 60 bicycles, principally Cornell students, faculty members and other employees, crossed the Thurston Avenue Bridge on a daily basis,

sometimes several times.

14. Between 1990 and 2010, 29 persons attempted suicide by jumping from the bridges into the gorges. Twenty-seven of those were successful in ending their lives. Fifteen of the twenty-seven were CORNELL UNIVERSITY students. Seventeen persons jumped from CITY OF ITHACA owned bridges; 12 from spans owned by CORNELL UNIVERSITY.

15. Due to the public nature of the gorge jump suicides over decades, the CORNELL UNIVERSITY campus area became known as an iconic spot for ending one's life.

16. That many times over the years, there have been public outcries for suicide prevention measures to be taken on the bridges. For example, in 1977, a grieving father urged the CITY OF ITHACA and CORNELL UNIVERSITY officials to install suicide prevention devices on several gorge bridges, as his daughter had leaped to her death the year before.

17. That at that time, only one bridge received any suicide prevention measures; in the following 12 months, six other persons leapt into the gorges to their deaths.

18. That in 1994, Dan Slattery, an Ithaca City Police Officer, called for installation of nets under five of the bridges, following yet more successful suicide jumps into the gorges. His request went unheeded; since then, 19 more deaths have occurred from East Hill gorge jumps.

19. Jennifer Strand-Mullen, the Executive Director of the Suicide Prevention and Crisis Center of Tompkins County has publicly stated "Bridge barriers, in particular, represent the most effective, proven way of preventing deaths. We have supported the placement of bridge barriers since the late 1970's...".

20. It has been stated by defendant GREG EELLS, that 10% to 15% of CORNELL UNIVERSITY students are "thinking about suicide on a pretty regular basis".

21. While the Thurston Avenue Bridge is legally owned by the CITY OF ITHACA, CORNELL UNIVERSITY has a leadership role relative to safety issues regarding the bridge. Over the years, CORNELL UNIVERSITY has exerted such extensive control and decision making relative to the bridge and spoken of the bridge in such a way as to hold itself out as having primary responsibility and "ownership" of the bridge. For all intents and purposes, to the outside world, it is CORNELL UNIVERSITY's bridge and CORNELL's shared responsibility with the CITY OF ITHACA.

By way of example, during 2004, the Thurston Avenue Bridge was reconstructed. CORNELL UNIVERSITY acted jointly with the CITY OF ITHACA, the architects, engineers, and contractors, to approve the final design, manage and ease the construction process, and see the final result.

**FOR A FIRST, SEPARATE AND DISTINCT CAUSE OF ACTION:**

22. On or about February 17, 2010, the decedent jumped to his

death off the Thurston Avenue Bridge into the gorge below.

23. That at all times relevant the conduct of the decedent, BRADLEY MARC GINSBURG, was reasonably foreseeable to the defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS.

24. The defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS knew of the serious risk of harm posed by the Thurston Avenue Bridge, given the easily accessible, available, and ultimately highly successful means of suicide for use by vulnerable individuals, including students.

25. That at all times relevant, the defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS each had actual knowledge of the strong likelihood of self-infliction of harm posed by the Thurston Avenue Bridge, due to the long history of gorge related suicides.

26. That at all times relevant the defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS, knowing of the serious risk of harm, and possessing actual knowledge of suicides by jumping in the past, failed to take obvious steps to address the serious known risk, as the Thurston Avenue Bridge lacked adequate means restriction to prevent suicide by jumping into the gorge below, and the same was in a dangerous and defective condition.

27. That at all times relevant the defendant CORNELL

UNIVERSITY failed to exercise reasonable care in constructing, operating and maintaining the Thurston Avenue bridge, as the same lacked adequate means restriction to prevent suicide.

28. That by reason of the aforesaid, the decedent, BRADLEY MARC GINSBURG, sustained serious and permanent personal injuries and substantial damages and died.

29. That the incident and the injuries and damages and death were caused by the deliberate indifference of defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS without any fault on the part of the plaintiff or decedent.

30. That by virtue of the decedent's wrongful death the decedent's next-of-kin have suffered pecuniary damages; in addition, substantial funeral, burial and other expenses were incurred to their monetary damage.

**FOR A SECOND, SEPARATE AND DISTINCT CAUSE OF ACTION:**

31. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "30" herein, as if fully set forth at length herein.

32. That the incident and the injuries and damages and death were caused by the deliberate indifference of defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS, without any fault on the part of the plaintiff or decedent.

33. That as a result of the violation by defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS, of

their respective duties to the decedent and by reason of their deliberate indifference, the decedent sustained certain catastrophic personal injuries, intense and excruciating conscious pain and suffering and was damaged thereby.

**FOR A THIRD, SEPARATE AND DISTINCT CAUSE OF ACTION:**

34. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "33" herein, as if fully set forth at length herein.

35. On or about February 17, 2010, the decedent jumped to his death off the Thurston Avenue Bridge into the gorge below.

36. That at all times relevant the conduct of the decedent, BRADLEY MARC GINSBURG, was reasonably foreseeable to the defendant CITY OF ITHACA.

37. The defendant CITY OF ITHACA knew of the serious risk of harm posed by the Thurston Avenue Bridge, given the easily accessible, available, and ultimately highly successful means of suicide for use by vulnerable individuals, including students.

38. That at all times relevant, the defendant CITY OF ITHACA had actual knowledge of the strong likelihood of self-infliction of harm posed by the Thurston Avenue Bridge, due to the long history of gorge related suicides.

39. That at all times relevant the defendant CITY OF ITHACA, knowing of the serious risk of harm, and possessing actual knowledge of suicides by jumping in the past, failed to take

obvious steps to address the serious known risk, as the Thurston Avenue Bridge lacked adequate means restriction to prevent suicide by jumping into the gorge below, and the same was in a dangerous and defective condition.

40. That at all times relevant the defendant CITY OF ITHACA failed to exercise reasonable care in constructing, operating and maintaining the Thurston Avenue bridge, as the same lacked adequate means restriction to prevent suicide.

41. That by reason of the aforesaid, the decedent, BRADLEY MARC GINSBURG, sustained serious and permanent personal injuries and substantial damages and died.

42. That the incident and the injuries and damages and death were caused by the deliberate indifference of defendant CITY OF ITHACA without any fault on the part of the plaintiff or decedent.

43. That by virtue of the decedent's wrongful death the decedent's next-of-kin have suffered pecuniary damages; in addition, substantial funeral, burial and other expenses were incurred to their monetary damage.

44. Notice of claim for plaintiff's injuries, a true copy of which is attached, marked Exhibit A, and incorporated by reference, was duly served by plaintiff on defendant CITY OF ITHACA, by Certified Mail to Daniel Hoffman, City of Ithaca Attorney, on May 6, 2010, within 90 days after Plaintiff was appointed personal representative of the Estate, so that more than thirty (30) days

have elapsed from the time notice was given without any action having been taken by defendant CITY OF ITHACA.

In addition, an examination of the plaintiff was conducted by a City of Ithaca attorney on November 3, 2011, pursuant to §50-h of the General Municipal Law of the State of New York.

**FOR A FOURTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

45. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "44" herein, as if fully set forth at length herein.

46. That the incident and the injuries and damages and death were caused by the deliberate indifference of defendant CITY OF ITHACA, without any fault on the part of the plaintiff or decedent.

47. That at all times relevant as a result of the violation by defendant CITY OF ITHACA, of its respective duties to the decedent and by reason of its deliberate indifference, the decedent sustained certain catastrophic personal injuries, intense and excruciating conscious pain and suffering and was damaged thereby.

**FOR A FIFTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

48. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "47" herein, as if fully set forth at length herein.

49. That at all times relevant, the defendant CITY OF ITHACA, as owner of the Thurston Avenue Bridge on the CORNELL UNIVERSITY campus, owed a duty to the public, including the decedent:

- to provide a safe crossing over the Falls Creek Gorge, at Thurston Avenue;
- to maintain the bridge in a reasonably safe condition;
- to take reasonable care under the circumstances to maintain the property in a safe condition;
- to protect the public from foreseeable harm;
- to protect and warn the public from foreseeable dangers;
- to take reasonable steps to protect public safety;
- to take reasonable steps to prevent foreseeable harm;
- to take reasonable steps to prevent suicide;
- to install "means restriction" suicide prevention devices;
- to keep its premises free from known dangerous conditions;
- to correct a dangerous condition that was known;
- to not increase the risk of suicide by inaction;
- to remove any hazards that may have the potential to serve as "means of suicide";
- to restrict access to high places on or near the Thurston Avenue bridge;
- to protect human life;
- to safeguard a very effective suicide mechanism which had been used before, the Thurston Avenue Bridge.

50. That at all times relevant the defendant CITY OF ITHACA did not maintain a safe bridge on Thurston Avenue, as the same lacked adequate means restriction to prevent suicide by jumping into the gorge below, and the same was in a dangerous and defective condition.

51. That at all times relevant the defendant CITY OF ITHACA had actual and constructive notice of the dangerous and defective condition of the Thurston Avenue Bridge.

52. That at all times relevant the defendant CITY OF ITHACA failed to exercise reasonable care in constructing, operating and maintaining the Thurston Avenue Bridge, as the same lacked adequate means restriction to prevent suicide.

53. The CITY OF ITHACA, its agents, servants, and/or

employees were negligent, careless and reckless in failing to provide for safety and protection for vulnerable or impulsive individuals.

54. On or about February 17, 2010, the decedent jumped to his death off the Thurston Avenue Bridge into the gorge below.

55. That at all times relevant the conduct of the decedent, BRADLEY MARC GINSBURG, was reasonably foreseeable to the defendant CITY OF ITHACA.

56. That by reason of the aforesaid, the decedent, BRADLEY MARC GINSBURG, sustained serious and permanent personal injuries and substantial damages and died.

57. That the incident and the injuries and damages and death were caused by the negligent acts of the defendant CITY OF ITHACA, without any fault on the part of the plaintiff or decedent.

58. That by virtue of the decedent's wrongful death the decedent's next-of-kin have suffered pecuniary damages; in addition, substantial funeral, burial and other expenses were incurred to their monetary damage.

**FOR A SIXTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

59. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "58" herein, as if fully set forth at length herein.

60. That as a result of the violation by the CITY OF ITHACA of its respective duties to the decedent and by reason of its

negligent conduct, the decedent sustained certain catastrophic personal injuries, intense and excruciating conscious pain and suffering and was damaged thereby.

**FOR A SEVENTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

61. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "60" herein, as if fully set forth at length herein.

62. That at all times relevant, the Thurston Avenue Bridge, was jointly and cooperatively designed, controlled and maintained with the CITY OF ITHACA by CORNELL UNIVERSITY, as it connects the North Campus freshman housing area to the Main Campus academic area.

63. That during 2004, the Thurston Avenue Bridge was reconstructed. CORNELL UNIVERSITY acted jointly with the CITY OF ITHACA , the architects, engineers, and contractors to approve the final design, manage and ease the construction process and see the final result.

64. Currently, CORNELL UNIVERSITY, is acting jointly with the CITY OF ITHACA in an effort to design, pay for and install "means restriction" measures on all seven bridges, regardless of legal ownership.

65. The Thurston Avenue Bridge is the main gorge crossing at the center of the Cornell campus; there is no other gorge crossing for a large distance. CORNELL UNIVERSITY utilities carried by the

bridge include: chilled water, electric, steam, water and steam condensate.

66. Pursuant to New York State Education Law, Article 115, §5708 "Powers to Police Grounds and Regulate Traffic Thereon", CORNELL UNIVERSITY, through its trustees was authorized and empowered (a) "to adopt, make applicable and enforce, upon the streets, roads and highways owned, controlled or maintained by said university within the grounds of said university..., such provisions of the vehicle and traffic law...", to be enforced by "Special Deputy Sheriffs", given the powers and duties of peace officers, as set forth in 2.20 of the Criminal Procedure Law, under the next following of the Education Law, §5709.

67. That at all times relevant the defendant CORNELL UNIVERSITY, owed a duty and responsibility to the enrolled students of CORNELL UNIVERSITY:

- to provide a safe crossing over the Falls Creek Gorge, at Thurston Avenue;
- to maintain the bridge in a reasonably safe condition;
- to take reasonable care under the circumstances to maintain the property in a safe condition;
- to protect the public from foreseeable harm;
- to protect and warn the public from foreseeable dangers;
- to take reasonable steps to protect public safety;
- to take reasonable steps to prevent foreseeable harm;
- to take reasonable steps to prevent suicide;
- to install "means restriction" suicide prevention devices;
- to keep its premises free from known dangerous conditions;
- to correct a dangerous condition that was known;
- to not increase the risk of suicide by inaction;
- to remove any hazards that may have the potential to serve as "means of suicide";
- to restrict access to high places on or near the Thurston Avenue bridge;

to protect human life;  
to safeguard a very effective suicide mechanism which had been used before, the Thurston Avenue bridge;  
to provide for the safety of students on campus;  
to provide and maintain a safe university campus;  
to protect resident students from foreseeable harm on campus;  
to protect and warn students from foreseeable dangers;  
to take reasonable steps to protect student safety on campus;  
to take reasonable steps to prevent foreseeable harm;  
to request that the City of Ithaca install "means restriction" measures on the Thurston Avenue Bridge;  
to insist that the City of Ithaca install "means restriction" measures on the Thurston Avenue Bridge;  
to correct an eminently dangerous condition that was known.

68. CORNELL UNIVERSITY, its agents, servants, and/or employees were negligent, careless and reckless in failing to provide for safety and protection for vulnerable or impulsive individuals.

69. That at all times relevant the defendant CORNELL UNIVERSITY did not maintain a safe crossing over the Falls Creek gorge by bridge on Thurston Avenue, as it caused, permitted, allowed and/or acquiesced in the design, maintenance, construction, operation and continued existence of highly effective means of suicide.

70. On or about February 17, 2010, the decedent jumped to his death off the Thurston Avenue Bridge into the gorge below.

71. That at all times relevant the conduct of the decedent, BRADLEY MARC GINSBURG, was reasonably foreseeable to the defendant CORNELL UNIVERSITY.

72. That by reason of the aforesaid, the decedent, BRADLEY

MARC GINSBURG, sustained serious and permanent personal injuries and substantial damages and died.

73. That the incident and the injuries and damages and death were caused by the negligent acts of the defendant CORNELL UNIVERSITY, without any fault on the part of the plaintiff or decedent.

74. That by virtue of the decedent's wrongful death the decedent's next-of-kin have suffered pecuniary damages; in addition, substantial funeral, burial and other expenses were incurred to their monetary damage.

**FOR AN EIGHTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

75. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "74" herein, as if fully set forth at length herein.

76. That as a result of the violation by defendant CORNELL UNIVERSITY of its respective duties to the decedent and by reason of its negligent conduct, the decedent sustained certain catastrophic personal injuries, intense and excruciating conscious pain and suffering and was damaged thereby.

**FOR A NINTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

77. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "76" herein, as if fully set forth at length herein.

78. Commencing in and around September, 2009, BRADLEY MARC

GINSBURG enrolled as a first year (freshman) student at the defendant CORNELL UNIVERSITY, having paid the tuition and other fees for attendance at the university, and maintained that status until his death.

79. That as part of its university program, the defendant CORNELL UNIVERSITY operated and maintained dormitories for housing its students and charged fees for the use of these dormitories.

80. That at all times relevant the decedent, BRADLEY MARC GINSBURG, was living in Mary Donlon Hall, a CORNELL UNIVERSITY dorm, located on the North Campus.

81. That at all times relevant, there existed a landlord/tenant relationship, as well as other express and implied contracts, between CORNELL UNIVERSITY and BRADLEY MARC GINSBURG.

82. That at all times relevant the defendant CORNELL UNIVERSITY had both landlord/tenant and other contractual duties to provide its students, including BRADLEY MARC GINSBURG, a safe crossing over the Falls Creek Gorge, at Thurston Avenue; to maintain the bridge in a reasonably safe condition; to take reasonable care under the circumstances to maintain the property in a safe condition; and to protect its students from foreseeable harm.

83. CORNELL UNIVERSITY, its agents, servants, and/or employees breached the landlord/tenant and other express or implied contractual obligations owed to BRADLEY MARC GINSBURG, in failing

to provide for the safety and protection for vulnerable or impulsive individuals.

84. That by reason of the aforesaid, the decedent, BRADLEY MARC GINSBURG, sustained serious and permanent personal injuries and substantial damages and died.

85. That by virtue of the decedent's wrongful death the decedent's next-of-kin have suffered pecuniary damages; in addition, substantial funeral, burial and other expenses were incurred to their monetary damage.

**FOR A TENTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

86. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "85" herein, as if fully set forth at length herein.

87. That as a result of the breaches by CORNELL UNIVERSITY of its landlord/tenant and other contractual duties owed to the decedent, the decedent sustained certain catastrophic personal injuries, intense and excruciating conscious pain and suffering and was damaged thereby.

**FOR A ELEVENTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

88. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "87" herein, as if fully set forth at length herein.

89. By virtue of their long association with, attendance at, and/or employment by CORNELL UNIVERSITY, each of the named

defendants, SKORTON, MURPHY, MARCHELL and EELLS, knew of the long history of suicides in the gorge, and the then existing present danger to vulnerable individuals in the student body, should defendants individually fail to take action.

90. That at all times relevant the defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and/or EELLS, had actual and constructive notice of the dangerous and defective condition of the Thurston Avenue bridge.

91. That during the fall semester of 2009, BRADLEY MARC GINSBURG's first as a CORNELL UNIVERSITY freshman, three student suicides occurred on or near the CORNELL UNIVERSITY campus.

92. That the three student suicides were not publicized, on the contrary, they were kept quiet by CORNELL UNIVERSITY, and by defendants SKORTON, MURPHY, MARCHELL and EELLS.

93. That at all times relevant, in addition to the duties and responsibilities above mentioned in paragraph "64", CORNELL UNIVERSITY, and defendants SKORTON, MURPHY, MARCHELL and EELLS owed a duty and responsibility to the enrolled students of CORNELL UNIVERSITY:

- to promote student mental health;
- to inform parents of the three fall 2009 suicides;
- to prevent suicide;
- to not increase the risk of suicide;
- to investigate effective anti-suicide measures employed elsewhere in the world, and apply them at CORNELL;
- to maintain an effective anti-suicide program for students;
- to keep its premises free from known dangerous conditions;
- to remove any hazards on campus that had the potential to serve as "means of suicide";

to eliminate access on campus to handguns, drugs, or other common means of suicide;  
to restrict access to high places on or near campus.

94. That at all times relevant the defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS, failed to exercise reasonable care in constructing, operating and maintaining, or requesting same to be accomplished by the City of Ithaca, on the Thurston Avenue bridge, as the same lacked adequate means restriction to prevent suicide.

95. That at all times relevant the defendant CORNELL UNIVERSITY and defendants SKORTON, MURPHY, MARCHELL and EELLS had assumed a duty and responsibility to the enrolled students of CORNELL UNIVERSITY, because for several years, there was a suicide prevention program at the university.

96. CORNELL UNIVERSITY, its agents, servants, and/or employees, including defendants SKORTON, MURPHY, MARCHELL and EELLS were negligent, careless and reckless in failing to provide for safety and protection for vulnerable or impulsive individuals.

97. That at all times herein relevant the defendant CORNEWLL UNIVERISTY and the defendants SKORTON, MURPHY, MARCHELL and EELLS, knew and in the exercise of reasonable care and diligence should have known that there were depressed, vulnerable, potentially suicidal, students on the Cornell campus.

98. On or about February 17, 2010, the decedent jumped to his death off the Thurston Avenue bridge into the gorge below.

99. That at all times relevant the conduct of the decedent, BRADLEY MARC GINSBURG, was reasonably foreseeable to the defendant CORNELL UNIVERSITY , including defendants SKORTON, MURPHY, MARCHELL and EELLS.

100. That by reason of the aforesaid, the decedent, BRADLEY MARC GINSBURG, sustained serious and permanent personal injuries and substantial damages and died.

101. That the incident and the injuries and damages and death were caused by the negligent acts of the defendant CORNELL UNIVERSITY, including defendants SKORTON, MURPHY, MARCHELL and EELLS, without any fault on the part of the plaintiff or decedent.

102. That by virtue of the decedent's wrongful death the decedent's next-of-kin have suffered pecuniary damages; in addition, substantial funeral, burial and other expenses were incurred to their monetary damage.

**FOR A TWELFTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

103. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "102" herein, as if fully set forth at length herein.

104. That the incident and the injuries and damages and death were caused by the negligent acts of the defendants SKORTON, MURPHY, MARCHELL and EELLS, without any fault on the part of the plaintiff or decedent.

105. That at all times relevant as a result of the violation

by defendants SKORTON, MURPHY, MARCHELL and EELLS of their respective duties to the decedent and by reason of their negligent conduct, the decedent sustained certain catastrophic personal injuries, intense and excruciating conscious pain and suffering and was damaged thereby.

**FOR A THIRTEEN, SEPARATE AND DISTINCT CAUSE OF ACTION:**

106. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "105" herein, as if fully set forth at length herein.

107. That during the fall semester of 2009, BRADLEY MARC GINSBURG's first as a CORNELL UNIVERSITY freshman, three student suicides occurred on or near the CORNELL UNIVERSITY campus.

108. That the three student suicides were not publicized; on the contrary, they were kept quiet by CORNELL UNIVERSITY, and by defendants SKORTON, MURPHY, MARCHELL and EELLS.

109. CORNELL UNIVERSITY, its agents, servants, and employees, including defendants SKORTON, MURPHY, MARCHELL and EELLS were negligent, careless and reckless in failing to provide for safety and protection for vulnerable or impulsive individuals.

110. That at no time prior to February 17, 2010, did any defendant, CORNELL UNIVERSITY, or defendants SKORTON, MURPHY, MARCHELL and EELLS, inform the CORNELL UNIVERSITY student body, or each student's parents, concerning the temporal cluster of three suicides during the fall of 2009, so that a mental health check

could be done by parents of their son or daughter.

111. By failing to notify students' parents of the fall 2009 suicide cluster, CORNELL UNIVERSITY, or defendants SKORTON, MURPHY, MARCHELL and EELLS, substituted its corporate judgment for parent involvement, and placed themselves "in loco parentis" with respect to student mental health.

112. CORNELL UNIVERSITY then failed to counsel, help, locate and identify vulnerable individuals on campus.

113. That at no time prior to February 17, 2010, did any defendant act to prevent suicides from the bridges over the gorges, despite the cluster of three suicides at CORNELL UNIVERSITY during the fall of 2009.

114. On or about February 17, 2010, the decedent jumped to his death off the Thurston Avenue bridge into the gorge below.

115. That at all times relevant the conduct of the decedent, BRADLEY MARC GINSBURG, was reasonably foreseeable to the defendant CORNELL UNIVERSITY, including defendants SKORTON, MURPHY, MARCHELL and EELLS.

116. That by reason of the aforesaid, the decedent, BRADLEY MARC GINSBURG, sustained serious and permanent personal injuries and substantial damages and died.

117. That the incident and the injuries and damages and death were caused by the negligent acts of the defendant CORNELL UNIVERSITY, including defendants SKORTON, MURPHY, MARCHELL and

EELLS, without any fault on the part of the plaintiff or decedent.

118. That by virtue of the decedent's wrongful death the decedent's next-of-kin have suffered pecuniary damages; in addition, substantial funeral, burial and other expenses were incurred to their monetary damage.

**FOR A FOURTEENTH, SEPARATE AND DISTINCT CAUSE OF ACTION:**

119. Plaintiff repeats and realleges each and every allegation set forth in paragraphs numbered "1" through "118" herein, as if fully set forth at length herein.

120. That the incident and the injuries and damages and death were caused by the negligent acts of the defendants SKORTON, MURPHY, MARCHELL and EELLS, without any fault on the part of the plaintiff or decedent.

121. That at all times relevant as a result of the violation by defendants SKORTON, MURPHY, MARCHELL and EELLS of their respective duties to the decedent and by reason of their negligent conduct, the decedent sustained certain catastrophic personal injuries, intense and excruciating conscious pain and suffering and was damaged thereby.

122. That at all times relevant each of the defendants herein were charged with the duty and obligation of taking reasonable steps and precautions necessary to prevent individuals from making attempts on their own lives from the high bridges over the gorges.

123. That at all times herein relevant it was reasonable and

foreseeable to each named defendant that, given the means and opportunity, persons would end their lives by jumping into the gorges by using the high bridges over them.

124. That although all named defendants herein had knowledge of the potential danger of the Thurston Avenue Bridge, each and every defendant failed to act.

125. Each named defendant was grossly negligent and consciously indifferent to the danger that the Thurston Avenue Bridge represented to the decedent. Punitive damages are sought by plaintiff herein.

126. That the plaintiff is entitled to recover the full amount of his economic and non-economic damages from any of the above named defendants as the present action falls within at least one of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

127. The amount in controversy exceeds \$75,000.00, exclusive of costs, interest and attorney's fees.

128. This Court has jurisdiction over this matter between the plaintiff and the defendants pursuant to the diversity of citizenship provision of 28 U.S.C. § 1332.

WHEREFORE, the plaintiff demands judgment against the defendants, jointly and severally for damages in the amount of TWELVE MILLION (\$12,000,000.00) DOLLARS on each cause of action pled; and punitive damages against the defendants, jointly and

severally, in the amount of TWELVE MILLION (\$12,000,000.00) DOLLARS, together with the costs and disbursements of this action, and for such other and further relief as to the Court seems just and proper.

Dated: November 21, 2011

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