

D’Esposito Message #1 Backup

As a cop, Anthony D’Esposito abused his power and was investigated for disgracing the uniform. According to the Daily News, New York taxpayers had to pay a quarter of a million dollars as a settlement after D’Esposito was accused of lying under oath to a grand jury. He was punished for losing his gun, which was stolen by a criminal, and investigated for being “reckless,” “flashing his gun around,” and “disgracing the uniform.” He was even investigated for allegedly driving while intoxicated.

As A Cop, Anthony D’Esposito Abused His Power And Was Investigated For Disgracing The Uniform.

October 2008: In The NYPD, D’Esposito Faced A Complaint For Abuse Of Authority: Search (Of A Person), Which The Civilian Complaint Review Board Found To Be Substantiated. [50-a.org, closed [3/11/10](#)]

Complaint #200814636, October 2008

Incident: October 7, 2008 Received: October 10, 2008 Closed: March 11, 2010

Reason for contact: PD suspected C/V of violation/crime - street

Location: Apartment/house

In NYPD 67th Precinct Brooklyn

Outcome: No arrest made or summons issued

Officer	Complainant	Allegation	CCRB Conclusion
Beierle, Robert	Black Male, 43	Discourtesy: Word	Unsubstantiated
Rafferty, John	Black Male, 43	Discourtesy: Word	Miscellaneous - Subject Retired
Rafferty, John	Black Male, 43	Abuse of Authority: Stop	Miscellaneous - Subject Retired
Desposito, Anthony	Black Male, 43	Abuse of Authority: Search (of person)	Substantiated (Charges)
Rafferty, John		Abuse of Authority: Premises entered and/or searched	Miscellaneous - Subject Retired
Desposito, Anthony	Black Male, 43	Abuse of Authority: Frisk	Unsubstantiated
Rafferty, John		Abuse of Authority: Frisk	Miscellaneous - Subject Retired

[50-a.org, closed [3/11/10](#)]

New York Daily News: NYPD Internal Affairs Department Investigated A Complaint Against D’Esposito That Alleged He Was “Sometimes Driving While Intoxicated And Disgracing The Uniform.” “During his time at the same Brownsville precinct, D’Esposito faced another complaint in 2007 stemming from his bartender moonlighting gig, which The News reported in 2022. Previously unreported is the allegation that, while moonlighting, he was ‘known for flashing his gun around’ and being ‘reckless.’ That complaint found its way to the internal affairs division, too, and was filed under ‘misconduct.’ While records list the ‘disposition’ of that situation as ‘unsubstantiated,’ the allegations are described as ‘partially substantiated.’ Records show D’Esposito was ultimately docked 15 vacation days for ‘wrongfully’ working as a disc jockey and serving alcoholic beverages ‘without authority or permission to do so.’ That same year, internal affairs also began looking into another misconduct complaint alleging D’Esposito was ‘sometimes driving while intoxicated and disgracing the uniform,’ but records show that claim was ultimately determined to be ‘unsubstantiated.’” [New York Daily News, [7/8/24](#)]

According To The Daily News, New York Taxpayers Had To Pay A Quarter Of A

Million Dollars As A Settlement After D’Esposito Was Accused Of Lying Under Oath To A Grand Jury.

New York Daily News Headline: “With U.S. House In Play In 2024 Elections, NYPD Record Of Rep. Anthony D’Esposito Under Fire” [New York Daily News, [7/8/24](#)]

New York Daily News: New York City Settled A Lawsuit Alleging D’Esposito Lied To A Grand Jury And A District Attorney, Resulting In A Defendant Spending 22 Days In Jail Before Charges Were Dropped, For \$250,000. “More recently — just last year — the city settled a lawsuit alleging D’Esposito lied in 2011 to a grand jury and then-Manhattan District Attorney Cy Vance Jr. about a suspect named Gregory Crockett residing in a house where illegal weapons were kept. Two years later, in 2013, after Crockett had spent 22 days in jail, all of the charges against him were dropped. Later that year, Crockett sued the city and D’Esposito. As part of the settlement, the city had to pay out \$250,000, but admitted no wrongdoing in the case.” [New York Daily News, [7/8/24](#)]

2011: Gregory Crockett Was Accused Of Illegal Weapons And Drug Charges Based On Claims That D’Esposito Made To A Grand Jury That Crockett Told Him He Lived In A House Where Drugs And Weapons Were Recovered. “Another court case against D’Esposito also remains unresolved. In that case, which was filed in Manhattan Supreme Court in 2013, plaintiff Gregory Crockett claimed D’Esposito knowingly lied to the Manhattan district attorney and grand jury in pursuing a conviction of Crockett, who had been charged in 2011 with illegal weapons possession and criminal possession of a controlled substance. Crockett accused D’Esposito of concocting a story to the DA and a grand jury in which Crockett told the now-retired detective that he lived in a house where illegal drugs and weapons were recovered — even though Crockett claimed he never made such a statement to D’Esposito.” [New York Daily News, [11/1/22](#)]

February 2013: The Case Against Crockett Was Dismissed. “The drug and weapons case against Crockett was dropped in February 2013, according to court papers. In December of that year, Crockett filed his lawsuit against D’Esposito and the city, whose legal team has moved to have the case dismissed, claiming that Crockett failed to ‘state a cause of action.’” [New York Daily News, [11/1/22](#)]

December 2013: Crockett Sued D’Esposito And The City For Allegedly Lying To The Manhattan DA And The Grand Jury In The Case. “Another court case against D’Esposito also remains unresolved. In that case, which was filed in Manhattan Supreme Court in 2013, plaintiff Gregory Crockett claimed D’Esposito knowingly lied to the Manhattan district attorney and grand jury in pursuing a conviction of Crockett, who had been charged in 2011 with illegal weapons possession and criminal possession of a controlled substance. Crockett accused D’Esposito of concocting a story to the DA and a grand jury in which Crockett told the now-retired detective that he lived in a house where illegal drugs and weapons were recovered — even though Crockett claimed he never made such a statement to D’Esposito. [...] In December of that year, Crockett filed his lawsuit against D’Esposito and the city, whose legal team has moved to have the case dismissed, claiming that Crockett failed to ‘state a cause of action.’” [New York Daily News, [11/1/22](#)]

Crockett’s Complaint Alleged D’Esposito’s “Intentional Misrepresentations” To The Grand Jury And DA Resulted In 22 Days Of Imprisonment As Well As Undeserved Arrest And Indictments.” That as a result of Desposito's intentional misrepresentations both to the District Attorney and to the Grand Jury, plaintiff was indicted on the aforementioned criminal charges. That as a result of Desposito's intentional misrepresentations both to the District Attorney and to the Grand Jury, plaintiff was arrested on December 14, 2011. That the arrest of plaintiff was effectuated without a warrant and without probable cause to believe that plaintiff had committed any crime. That following his arrest plaintiff was forcibly



confined and imprisoned for a period of approximately twenty-two days. That over the ensuing fourteen months, plaintiff was criminally prosecuted and was compelled to appear in court on numerous occasions to defend against the criminal charges that had been initiated by Desposito.” [New York County Supreme Court, Gregory Crockett - v. - The City of New York et al, Case # 161857/2013, Complaint, filed [12/26/13](#)]

March 2022: A Judge Denied The Defendants’ Motion For Summary Judgment In Crockett’s Case. “Accordingly, it is hereby ORDERED that defendants’ second answer to the amended complaint be deemed served timely nunc pro tunc; and it is further ADJUDGED that defendants’ motion for summary judgment is denied in its entirety.” [New York County Supreme Court, Gregory Crockett - v. - The City of New York et al, Case # 161857/2013, Decision and Order on Motion, filed [3/25/22](#)]

April 2023: Crockett’s Case Against D’Esposito Settled For \$250,000 And Was Dismissed With Prejudice. [New York County Supreme Court, Gregory Crockett - v. - The City of New York et al, Case # 161857/2013, Stipulation of Settlement, dated 4/3/23]



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- x
GREGORY CROCKETT,

STIPULATION OF SETTLEMENT

INDEX #: 161857/2013

Plaintiff(s), NYC Law Dep't #: 2014-000080

-against-

NYC Comptroller #: 2013PI013217

THE CITY OF NEW YORK and NYPD DETECTIVE ANTHONY DESPOSITO,

----- x
Defendant(s).

IT IS HEREBY STIPULATED AND AGREED, that Plaintiffs agree to first discontinue with prejudice against named:

NYPD DETECTIVE ANTHONY DESPOSITO,

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record, based upon full authority given by the respective parties, that this action is settled for the total amount of Two hundred and fifty thousand Dollars (\$ 250,000 .00), inclusive of costs, interest, attorney's fees, and disbursements, and subject to statutory liens, encumbrances, and/or statutory rights to reimbursement, including Medicaid, Medicare, Medicare Advantage Plans (MAPs), and attorneys liens, and that for purposes of Medicaid, Medicare, and any other statutory right of reimbursement, this settlement includes compensation for medical expenses.

IT IS FURTHER STIPULATED AND AGREED, THAT IF the New York City Human Resources Administration ("NYC HRA") has issued Medicaid and/or Public Assistance, then from the total settlement sum, plaintiff(s) shall pay to NYC HRA a sum not to exceed Non-assert Dollars (\$ n/a .00), which it is agreed reflects medical expenses in this case, in consideration of NYC HRA's partial non-assertion of its Medicaid lien against the proceeds of this settlement, **and it is further STIPULATED AND AGREED** that plaintiff shall pay a sum to NYC HRA not to exceed Non-assert Dollars (\$ n/a .00) in consideration of NYC HRA's partial non-assertion of its Public Assistance lien against the proceeds of this settlement, **and it is further STIPULATED AND AGREED** that NYC HRA will limit its collection for Medicaid and Public Assistance against the proceeds of this settlement to a total collection amount of Non-assert Dollars (\$ n/a .00), or to the amount of the actual liens should they be less than the agreed upon amounts set forth above. **THE COLLECTION AMOUNTS IN THIS PARAGRAPH ONLY APPLY TO NYC HRA-ISSUED MEDICAID AND PUBLIC ASSISTANCE. THE PARTIES MUST ENTER THE MAXIMUM COLLECTION AMOUNTS IN THE SPACES ABOVE UNLESS PLAINTIFF PRESENTS WITH THIS**

STIPULATION A LETTER FROM NYC HRA INDICATING A LESSER AMOUNT OR A NON ASSERTION OF LIEN. THIS PARAGRAPH DOES NOT APPLY TO STATE-ISSUED MEDICAID or STATE-ISSUED PUBLIC ASSISTANCE: CONTACT HMS,INC./NYS DEPT. OF HEALTH IF APPLICABLE FOR SEPARATE RESOLUTION.

IT IS FURTHER STIPULATED AND AGREED that plaintiff(s) shall complete and deliver to the City, the following City of New York documents: 1) Stipulation of Discontinuance with Prejudice, 2) a duly notarized General Release to the City, its past/present officers, managers, administrators, employees, agents, representatives, and all other individually named defendants and entities represented and/or indemnified by the City of New York, 3) a duly notarized Plaintiff's Affidavit of Liens, 4) an Affirmation of Status of Attorney's Liens that includes, if applicable, a release/discharge of attorney's liens, 5) an IRS W-9 Form, and 6) any other documents that may be necessary for processing payment. Medicare-eligible and Medicare-beneficiary plaintiffs must, in addition to the above, obtain and submit final demand letters "FDL" from their Medicare provider(s), including Part C Medicare Advantage Plan providers, for the reimbursement of conditional payments made for the injuries claimed in this matter. The City reserves the right to issue a multi-party settlement check naming Medicare provider(s) as payee(s) or to issue a check payable to Medicare provider(s) directly based upon the final demand letter(s). Plaintiff(s) shall be responsible for setting up a Medicare Set-Aside Allocation for related future medical costs to the extent required under 42 U.S.C. §1395y(b).

IT IS FURTHER STIPULATED AND AGREED that upon plaintiff(s)' tender of all required documents, duly executed and completed, which include the items identified in the preceding paragraph, payment of the settlement shall be made in accordance with CPLR §5003-a(b), (d), and (g).

IT IS FURTHER STIPULATED AND AGREED that plaintiff agrees to hold harmless and indemnify the City of New York [and NYPD DETECTIVE ANTHONY DESPOSITO] and its/their past and present officers, managers, administrators, employees, agents, and representatives, and all other individually named defendants and entities represented and/or indemnified by the City of New York, regarding any liens, claims, or past and future Medicare or secondary payments, presently known or unknown in connection with this matter.

IT IS FURTHER STIPULATED AND AGREED that should this settlement involve a structure, plaintiff agrees to use the City of New York's approved structure broker that is up on its rotation for drafting the necessary closing papers and structure documents, including, but not limited to, the Settlement Agreement & Release and Qualified Assignments; locking in annuity benefits; placing the annuity premium; and obtaining the annuity contract. Upon tender of all required settlement papers, including properly executed structure documents, payment of the structured settlement shall be made in accordance with CPLR §5003-a(b), (d), and (g).

IT IS FURTHER STIPULATED AND AGREED that plaintiff agrees to obtain independent professional advice relating to the legal, tax, and financial implications of the structured settlement, including any adverse consequences.

IT IS FURTHER STIPULATED AND AGREED that nothing contained herein shall be deemed to be an admission of liability by the defendants nor constitute a policy or practice of the City of New York or any agency thereof. This stipulation shall not be admissible in any other litigation or settlement negotiation.

Facsimiles of signatures shall be deemed originals.

Dated: New York, New York
April 3, 2023

1) _____
Attorney(s) for Plaintiff(s)

Sivin & Miller, LLP
20 Vesey St, #1400, NY, NY, 10007
Tel: (212) 349-0300
By: _____

2) Timothy J. Staines

Hon. Sylvia O. Hinds-Radix
Corporation Counsel
Attorney for Defendant(s)
CITY OF NEW YORK
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Tel: (332) 323-1149
By: Tim Staines, Esq.

3) _____
Attorney(s) for Defendant(s)

_____, NY, _____
Tel: (____) _____
By: _____

4) _____
Attorney(s) for Defendant(s)

_____, NY, _____
Tel: (____) _____
By: _____

He Was Punished For Losing His Gun, Which Was Stolen By A Criminal...

2015: D’Esposito Was Docked 20 Vacation Days For “Fail[ing] To Safeguard” His NYPD Firearm, Which Was Stolen From A Vehicle He Left It In. “In 2015, the former detective in Brownsville’s 73rd Precinct ‘failed to safeguard’ his department-issued firearm, which was stolen from a vehicle he left it in. D’Esposito was later found guilty of failing to secure the gun and forced to forfeit 20 vacation days as a result, records show.” [New York Daily News, [10/10/22](#)]

New York Daily News: D’Esposito Was “Found Guilty In An Administrative Hearing Of Failing To Secure The Gun And Was Forced To Forfeit 20 Vacation Days As A Result.” “In addition to that, in 2015, D’Esposito ‘failed to safeguard’ his department-issued firearm, which was stolen from a vehicle he left it in — a story also reported first in The News. The former cop was later found guilty in an administrative hearing of failing to secure the gun and was forced to forfeit 20 vacation days as a result.” [New York Daily News, [7/8/24](#)]

...And Investigated For Being “Reckless,” “Flashing His Gun Around,” And “Disgracing The Uniform.”

New York Daily News: NYPD Internal Affairs Division Investigated A Complaint Against D’Esposito That Alleged He Was “Known For Flashing His Gun Around” And Being “Reckless.” “During his time at the same Brownsville precinct, D’Esposito faced another complaint in 2007 stemming from his bartender moonlighting gig, which The News reported in 2022. Previously unreported is the allegation that, while moonlighting, he was ‘known for flashing his gun around’ and being ‘reckless.’ That complaint found its way to the internal affairs division, too, and was filed under ‘misconduct.’ While records list the ‘disposition’ of that situation as ‘unsubstantiated,’ the allegations are described as ‘partially substantiated.’ Records show D’Esposito was ultimately docked 15 vacation days for ‘wrongfully’ working as a disc jockey and serving alcoholic beverages ‘without authority or permission to do so.’” [New York Daily News, [7/8/24](#)]

New York Daily News: NYPD Internal Affairs Department Investigated A Complaint Against D’Esposito That Alleged He Was “Sometimes Driving While Intoxicated And Disgracing The Uniform.” “During his time at the same Brownsville precinct, D’Esposito faced another complaint in 2007 stemming from his bartender moonlighting gig, which The News reported in 2022. Previously unreported is the allegation that, while moonlighting, he was ‘known for flashing his gun around’ and being ‘reckless.’ That complaint found its way to the internal affairs division, too, and was filed under ‘misconduct.’ While records list the ‘disposition’ of that situation as ‘unsubstantiated,’ the allegations are described as ‘partially substantiated.’ Records show D’Esposito was ultimately docked 15 vacation days for ‘wrongfully’ working as a disc jockey and serving alcoholic beverages ‘without authority or permission to do so.’ That same year, internal affairs also began looking into another misconduct complaint alleging D’Esposito was ‘sometimes driving while intoxicated and disgracing the uniform,’ but records show that claim was ultimately determined to be ‘unsubstantiated.’” [New York Daily News, [7/8/24](#)]

He Was Even Investigated For Allegedly Driving While Intoxicated.

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D’Esposito Message #2 Backup

In Congress, Anthony D’Esposito betrayed our trust when he blocked efforts to restore Roe v. Wade and a woman’s right to make her own healthcare decisions. D’Esposito is running on a platform of banning abortion with no exceptions for rape and incest and has voted to make abortion a crime and punish doctors with jail time.

In Congress, Anthony D’Esposito Betrayed Our Trust When He Blocked Efforts To Restore Roe V. Wade And A Woman’s Right To Make Her Own Healthcare Decisions.

1/9/23: D’Esposito Voted For Blocking Consideration Of The Women’s Health Protection Act. In January 2023, D’Esposito voted for: “Cole, R-Okla., motion to order the previous question (thus ending debate and possibility of amendment).” According to the Congressional Record, Rep. McGovern said, “Mr. Speaker, if we defeat the previous question, I will offer an amendment to the rule to bring up the Women’s Health Protection Act.” **A vote for the motion was a vote to block consideration of the bill.** The motion was agreed to by a vote of 211-205. [H. Res. 5, [Vote #21](#), 1/9/23; CQ, [1/9/23](#); Congressional Record, [1/9/23](#)]

The Women’s Health Protection Act Would Federally Codify Protections From Roe V. Wade. “As a leaked draft opinion of a Supreme Court ruling shows a conservative majority of justices appear poised to overturn federal protections of abortion rights, Senate Majority Leader Chuck Schumer said Thursday the Senate will hold a procedural vote to begin debate on the Women’s Health Protection Act next week. WHPA is a bill that aims to codify Roe v. Wade, the landmark decision that grants protections for a woman’s right to abortion, at the federal level. The bill prohibits governmental restrictions on access to abortion services, according to the Congressional Research Service.” [ABC, [5/7/22](#)]

Federally Codifying Protections From Roe Would Prevent States From Passing “Full Bans” On Abortion Following The Overturning Of Roe. “Congressional Democrats have mulled options to guarantee the 1973 Roe v. Wade ruling’s protections since a leaked majority draft indicated in May that the Supreme Court would reverse the decision. The majority conservative court indeed overturned Roe last week, sparking nationwide tumult among abortion-rights advocates and celebrations by their anti-abortion counterparts. The reversal returns the power to state legislatures to pass full bans on abortion. The ruling, which stood for nearly 50 years, had nullified broad bans on the procedure and established it as a constitutional right. Now Democrats are pushing to effectively restore that right by ‘codifying’ Roe v. Wade.” [USA Today, [6/30/22](#)]

D'Esposito Is Running On A Platform Of Banning Abortion With No Exceptions For Rape And Incest ...

April 2024: D'Esposito Announced His Campaign Collected Signatures To Make The Conservative Ballot Line. [Anthony D'Esposito, Twitter, [4/3/24](#)]



[Anthony D'Esposito, Twitter, [4/3/24](#)]

The NY Conservative Party Supports Repealing New York's Law Protecting Abortion Access And Only Allowing Abortion In Cases Of "Clearly Defined Conditions Hazardous To The Life Of The Mother." "We believe that New York's expanded abortion law should be repealed and the legislature should re-adopt the prior statute permitting therapeutic abortions only under the most clearly defined conditions hazardous to the life of the mother. Tax dollars should not be used to prevent or end a

pregnancy, nor should they be used for non-residents to travel to NY and pay for their abortion.”
[Conservative Party of New York State, “2024 Legislative Program,” accessed [1/29/24](#)]

The NY Conservative Party Supports Repealing New York’s Law Protecting Abortion Access And Only Allowing “Therapeutic Abortion” In Cases Of “Clearly Defined Conditions Hazardous To The Life Of The Mother.” “We believe that New York’s expanded abortion law should be repealed and the legislature should re-adopt the prior statute permitting therapeutic abortions only under the most clearly defined conditions hazardous to the life of the mother. Tax dollars should not be used to prevent or end a pregnancy, nor should they be used for non-residents to travel to NY and pay for their abortion.”
[Conservative Party of New York State, “2023 Legislative Program,” accessed [12/21/23](#)]

1965: New York Amended Its Statute To Widen Life Of The Mother Exceptions. [New York University Law Review, 66 (6), Samuel Buell, Criminal Abortion Revisited, pg. 1798, [1/1/1991](#)]

¹³⁰ New York amended its statute in 1965 to widen the therapeutic exceptions. See Means, supra note 25, at 498-500. California adopted the most progressive abortion reform in 1967 to close a perceived gulf between the legal and medical standards concerning justifications for abortion. See George, supra note 50, at 393-402 (discussing perceived gulf); Sands, supra note 52, at 286-88 (same); Note, Abortion Reform, supra note 59, at 530-34 (discussing California legislation); Note, Survey of Abortion Reform Legislation, 43 Wash. L. Rev. 644, 644-54 (1968) (discussing California legislation in comparison with Colorado, North Carolina, and Great Britain legislation). Then Governor Reagan signed the bill only after the legislature eliminated a provision permitting abortion of a greatly deformed child. See Note, Changing Abortion Laws, supra note 30, at 496-97. Arkansas, Colorado, Georgia, Maryland, New Mex-

[New York University Law Review, 66 (6), Samuel Buell, Criminal Abortion Revisited, pg. 1798, [1/1/1991](#)]

19th Century: New York Fully Banned Abortion At All Phases Of Pregnancy, And Later Included A “Therapeutic Exception.” [New York University Law Review, 66 (6), Samuel Buell, Criminal Abortion Revisited, pgs. 1784-85, [1/1/1991](#)]

- **Brittanica: A Therapeutic Abortion Can Take Place Because The Pregnancy Endangers The Mother’s Life.** “A therapeutic abortion is the interruption of a pregnancy before the 20th week of gestation because it endangers the mother’s life or health or because the baby presumably would not be normal.” [Encyclopedia Britannica, accessed [12/22/23](#)]
- **One Scholar, Cyrus Means, Argued That Therapeutic Exceptions In New York Were Driven Out Of Concern For The Life Of The Woman.** [New York University Law Review, 66 (6), Samuel Buell, Criminal Abortion Revisited, pgs. 1784-85, [1/1/1991](#)]

prequickening abortion in 1827.⁴¹ And New York adopted its first statute in 1829, elevating postquickening abortion from a misdemeanor to a felony.⁴² Over the next sixty years, other states adopted abortion legislation and increasingly restrictive amendments. By the end of the nineteenth century, every state had criminalized abortion by statute and, with three exceptions, had prohibited it during all phases of pregnancy.⁴³

[...]

the nineteenth century.⁴⁵ New York was the first state to include a therapeutic exception in its statute, and one scholar, Cyril Means, uses this information to argue that New York’s legislature was motivated primarily by concern for the woman’s life.⁴⁶ In the late 1860s and 1870s, attitudes toward abortion in New York grew increasingly intolerant as the

[New York University Law Review, 66 (6), Samuel Buell, Criminal Abortion Revisited, pgs. 1784-85, [1/1/1991](#)]

1872: New York Passed A Law Increasing Its Penalty For Abortion To Between Four Years And 20 Years Imprisonment. [New York University Law Review, 66 (6), Samuel Buell, Criminal Abortion Revisited, pgs. 1784-85, [1/1/1991](#)]

prequickening abortion in 1827.⁴¹ And New York adopted its first statute in 1829, elevating postquickening abortion from a misdemeanor to a felony.⁴² Over the next sixty years, other states adopted abortion legislation and increasingly restrictive amendments. By the end of the nineteenth century, every state had criminalized abortion by statute and, with three exceptions, had prohibited it during all phases of pregnancy.⁴³

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New York press widely publicized sensational cases of deaths from unskilled abortionists.⁴⁷ The legislature increased the penalty for abortion in 1872 to between four and twenty years imprisonment.⁴⁸

[New York University Law Review, 66 (6), Samuel Buell, Criminal Abortion Revisited, pgs. 1784-85, [1/1/1991](#)]

Dr. Alan F. Guttmacher, On New York's 1970 Legalization Of Abortion: "After 142 Years Of One Of The Most Restrictive Abortion Statutes — Allowing Abortions Only When Necessary To Preserve The Life Of The Mother — New York Suddenly Had The Most Liberal Abortion Law In The World." "Three years before Roe v. Wade established a constitutional right to abortion, New York legalized the procedure in 1970, turning the state into a magnet for women who wanted to terminate their pregnancies but were barred from doing so where they lived. [...] The New York law allowed abortions to be performed within 24 weeks of pregnancy and at any time if the woman's life was at risk. [...] 'After 142 years of one of the most restrictive abortion statutes — allowing abortions only when necessary to preserve the life of the mother — New York suddenly had the most liberal abortion law in the world,' wrote Dr. Alan F. Guttmacher, a birth control pioneer who advocated legalizing abortion, in a 1972 report." [New York Times, [7/19/18](#)]

...And Has Voted To Make Abortion A Crime And Punish Doctors With Jail Time.

D'Esposito Voted For New Criminal Penalties For Abortion Providers, Including Jail Time

D'Esposito Voted For The So-Called Born Alive-Survivors Protection Act To Require Health Care Practitioners To Provide Medical Care To Children "Born Alive" After An Abortion Or Attempted Abortion. In January 2023, D'Esposito voted for: "Passage of the bill that would require health care practitioners to provide the same care to a child that is 'born alive' after an abortion or attempted abortion as they would for a child born at the same gestational age and to ensure the child is immediately transported and admitted to a hospital; require hospital and clinic practitioners and employees to report any knowledge of failures to provide such care; and impose criminal fines and penalties for failures to meet these requirements. It would state that a child born alive under these conditions is a legal person under U.S. law, entitled to the protections of U.S. law, and it would specifically make any act that kills or attempts to kill such a child punishable as murder or attempted murder. The bill would also prohibit the prosecution of the mother of a child born alive after an abortion or attempted abortion and permit such



mothers to seek relief through civil action against any person who violates the bill's requirements, including monetary and punitive damages." The bill passed by a vote of 220-210. [H.R. 26, [Vote #29](#), 1/11/23; CQ, [1/11/23](#)]

The Bill Would Establish Criminal Penalties For Doctors Who Did Not Follow Existing Federal Law Requiring Medical Care Be Given To Infants In The Very Unlikely Event Of A Failed Abortion. "Live births during an abortion procedure are exceedingly rare, experts said, and federal law already requires that a baby who survives an attempted abortion receive emergency medical care. The new bill would clarify the standard of care to which doctors are held and lay out penalties for violators. Policy organizations supporting abortion rights said the measure was an effort to discourage women from seeking abortions and doctors from performing them." [New York Times, [1/11/23](#)]

The So-Called "Born-Alive" Bill Would Penalize Doctors Who Violated It With A Fine And/Or Up To Five Years In Prison. "(b) Penalties.— (1) IN GENERAL.—Whoever violates subsection (a) shall be fined under this title or imprisoned for not more than 5 years, or both." [Congress.gov, HR 26, Text, introduced [1/9/23](#)]

- **New York Times Headline: "House Passes Bill That Could Subject Some Abortion Doctors To Prosecution"** [New York Times, [1/11/23](#)]

D'Esposito Also Said He Would Vote To Make Abortion A Crime And Punish Doctors Who Violated The Ban With Jail Time

October 2022: D'Esposito Said He Would "Probably" Vote For A 15-Week Federal Abortion Ban That Was "On The Table Right Now." "The summer's heated debates over abortion, meanwhile, seem to have faded to the point that Gillen's Republican opponent, a former police detective named Anthony D'Esposito, was surprised to be asked about it, and didn't have an answer ready: D'ESPOSITO: I would not support a nationwide abortion ban. Secondly, you know, the ruling by the Supreme Court was that you know, this gets kicked back to the States. Here in New York women's reproductive rights are protected. And they've been protected. Actually. Pretty confident. Don't quote me on this. You could do the research, but I think women's rights in New York had been protected prior to the Supreme Court getting involved. GOBA: Would you vote for a 15-week ban? D'ESPOSITO: Um, probably GOBA: Because that's kind of on the table right now. D'ESPOSITO: I am completely against late-term abortion. D'ESPOSITO SPOKESMAN: We'd have to see the bill. GOBA: It's 15 weeks. SPOKESMAN: Yeah, I wouldn't, like, quote anything. D'ESPOSITO: Yeah, I rescind what I say when I say 'probably.'" [Semafor, [10/24/22](#)]

September 2022: Sen. Graham Introduced The A Bill To Ban Abortion Nationally At 15 Weeks While Allowing States To Maintain More Stringent Bans. "GOP Sen. Lindsey Graham of South Carolina introduced legislation Tuesday that would ban abortions nationwide after 15 weeks of pregnancy, embracing more severe restrictions on the procedure just as Democrats seek to elevate the issue of abortion rights ahead of November's elections. The bill from Graham is a more stringent version of a proposal introduced by him and other Republicans last year that would have banned abortions after 20 weeks of pregnancy. Called the Protecting Pain-Capable Unborn Children from Late-Term Abortions Act, the new measure prohibits doctors from performing abortions five weeks earlier in a pregnancy, after 15 weeks. It includes exceptions for abortions that are necessary to save the life of the mother or when the pregnancy is the result of rape or incest, and would leave untouched state laws that are more restrictive." [CBS, [9/13/22](#)]



Graham’s Bill Would Punish Abortion Providers Who Violated The Ban With A Fine Or Up To Five Years In Prison As A Criminal Penalty. “(a) Unlawful Conduct.—Subject to subsection (g) and notwithstanding any other provision of law, it shall be unlawful for any person to perform an abortion or attempt to do so, unless in conformity with the requirements set forth in subsection (b). [...] (c) Criminal Penalty.—Whoever violates subsection (a) shall be fined under this title or imprisoned for not more than 5 years, or both.” [S.4840, Introduced [9/13/22](#)]

D’Esposito Message #3 Backup

D’Esposito threatens our health care and the Social Security and Medicare benefits Long Island seniors have earned and paid into for decades. He voted to cut access to Social Security, opposed Medicare negotiating lower prescription prices, and opposed a law to lower health insurance premiums.

D’Esposito Threatens Our Health Care And The Social Security And Medicare Benefits Long Island Seniors Have Earned And Paid Into For Decades.

Substantiated below

He Voted To Cut Access To Social Security...

9/29/23: D’Esposito Voted For Passing The Republican-Backed Continuing Resolution. In September 2023, D’Esposito voted for “Passage of the bill, as amended, that would provide funding for federal government operations and services through Oct. 31, 2023, with a 29.9 percent cut from fiscal 2023 levels for most programs. It would fund veterans’ programs, the Department of Homeland Security, national security programs and disaster assistance at full fiscal 2023 levels. It would also implement nearly all provisions of House Republicans’ border security and immigration bill (HR 2), which the House passed in May 2023. It would provide an increase in funding for the Defense Department at rates set forth in House Republicans’ fiscal 2024 defense appropriations bill (HR 4365), which would provide for a 3.6 percent funding increase over fiscal 2023. It would also provide funding increases for the Agriculture Department and provide an additional \$220 million above fiscal 2023 levels for Energy Department nuclear programs. Among its border security and immigration provisions, it would require DHS, within seven days of enactment, to resume all activities related to “border wall” construction on the U.S.-Mexico border that were underway or planned prior to Jan. 20, 2021; require DHS to reopen or restore, no later than Sept. 30, 2023, the use of all Immigration and Customs Enforcement detention facilities that were in operation on Jan. 20, 2021; and require DHS to return all unaccompanied children to their country of origin, regardless of whether they are from a contiguous country to the U.S. In addition to provisions of HR 2, it would place limitations on the use of DHS funding provided by the bill, including prohibitions on removing existing U.S.-Mexico border barriers, transporting inadmissible adults into the U.S., and the use of Customs and Border Protection’s “CBP One” app to facilitate the parole of an individual into the U.S. It also would prohibit the use of funds provided by the bill to initiate or resume any project or activity not funded during fiscal 2023 and would establish a congressional fiscal commission tasked with identifying policies to “improve the fiscal situation.” The bill was rejected by a vote of 198-232. [H.R. 5525, [Vote #511](#), 9/29/23; CQ, [9/29/23](#)]

- **9/29/23: The CR Failed By A Vote Of 198-232.** [H.R. 5525, [Vote #511](#), 9/29/23; CQ, [9/29/23](#)]
- **The Continuing Resolution Would Have Cut Funding For All Government Programs By 29.9%, With Exceptions For U.S. Defense, Department Of Veterans Affairs, And Disaster Relief Programs.** “Passage of the bill, as amended, that would provide funding for federal

government operations and services through Oct. 31, 2023, with a 29.9 percent cut from fiscal 2023 levels for most programs [...] It would provide an increase in funding for the Defense Department at rates set forth in House Republicans’ fiscal 2024 defense appropriations bill (HR 4365), which would provide for a 3.6 percent funding increase over fiscal 2023. It would also provide funding increases for the Agriculture Department and provide an additional \$220 million above fiscal 2023 levels for Energy Department nuclear programs.” [H.R. 5525, CQ, [9/29/23](#)]

- **The Cuts Would Have Forced 240 Social Security Field Offices To Close Or Shorten Their Hours Due To Budget Cuts.** “With one day before the end of the fiscal year, instead of following the bipartisan lead of the Senate to keep the government open, 90% of House Republicans just voted for a partisan bill to eviscerate programs millions of hardworking families count on—with a devastating 30% cut to law enforcement, Meals on Wheels, Head Start, and more. They are breaking their word, abandoning the bipartisan deal that two-thirds of them voted for just four months ago, and marching our country toward an Extreme Republican Shutdown that will damage our economy, our communities, and national security. Here’s what it would mean for the American people if extreme House Republicans’ 30% cuts were extended for the entire year. IMPACTS OF EXTREME REPUBLICANS’ 30% CUTS: [...] 240 Social Security field offices could be forced to close or shorten the hours they are open to the public.” [White House, Press Release, [9/29/23](#)]

April 2023: D’Esposito Voted For Suspending The Debt Limit Through March 2024 Or Until \$1.5 Trillion Has Been Reached And Capping Federal Spending For FY 2024 At 2022 Levels With A Capped 1% Per Year Growth. In April 2023, D’Esposito voted for: “Passage of the bill, as amended, that would suspend the statutory limit on federal debt through March 31, 2024, or until an additional \$1.5 trillion has been borrowed — whichever occurs first. It would also include a range of provisions to limit federal spending, as well as the text of a previously passed energy and permitting policy package. The bill would set base discretionary spending limits through fiscal 2033, capping spending for fiscal 2024 at the fiscal 2022 level of \$1.47 trillion — a reduction from current spending levels — and raising the cap by 1 percent annually through fiscal 2033. It would also include similar annual cap adjustments for specified programs, including for wildfire suppression, disability reviews and redeterminations, health care fraud and abuse control, and disaster reemployment services and eligibility assessments. The bill would rescind unobligated amounts from various funds provided by the fiscal 2022 reconciliation package (PL 117-169) for COVID-19 relief, IRS enforcement, and certain climate- and infrastructure-focused initiatives, as well as all unobligated funding from the March 2021 coronavirus relief reconciliation package (PL 117-2) and earlier coronavirus response laws. The bill would expand or establish work requirements for Medicaid beneficiaries aged 19 to 55 and raise from 49 to 55 the oldest age at which existing work requirements would apply for Supplemental Nutrition Assistance Program beneficiaries. It would also modify various work standards for the Temporary Assistance for Needy Families program, including to update the baseline for calculating certain state workforce participation standards and require states to collect certain data related to work outcomes for TANF participants. To limit regulatory spending, the bill would nullify pending executive actions suspending student loan payments and prohibit the Education Department from implementing any substantially similar actions without congressional approval. It would also establish a process to require congressional approval of all “major” federal rules that would have an annual impact of at least \$100 million, cause a major increase in prices, or cause significant adverse effects to economic competitiveness. Among energy- and climate-focused provisions, the bill would repeal, phase out or narrow a variety of climate-focused tax credits under the fiscal 2022 reconciliation package, including repealing new credits for solar and wind projects, sustainable aviation fuel and clean fuel production. It would also include the full text of the House-passed energy and permitting package (HR 1) that would require a number of actions to boost the domestic production of fossil fuels and certain critical minerals and accelerate the construction of natural gas pipelines and other energy infrastructure, while reversing or repealing certain presidential actions taken and laws enacted during the Biden administration related to

energy policy and climate change.” The bill passed by a vote of 217-215. [H.R. 2811, [Vote #199](#), 4/26/23; CQ, [4/26/23](#)]

- **HEADLINE: “GOP-Led House Passes Bill To Hike Debt Limit And Slash Spending.”** [CBS News, [4/26/23](#)]
- **New York Times: The Republican Debt Limit Bill Did Not Include Many Specifics On What Government Spending Would Be Cut.** “Their bill, which would raise the country’s borrowing limit for a year in exchange for a decade of spending reductions, does not include many specifics. It achieves most of its savings with spending caps for discretionary spending — the part of the budget allocated annually by Congress that is not automatic like Social Security payments — but it doesn’t say what discretionary programs should be cut and which ones should be spared.” [New York Times, [5/8/23](#)]
- **The House Republican Debt Limit Plan Was Expected To Force 22% In Cuts Across The Federal Government.** “The legislation Congressional Republicans introduced sets overall appropriations for Fiscal Year 2024 at the same level as FY 2022. At this level, all appropriated funding—including both defense and domestic programs—would be cut deeply. However, Congressional Republicans have indicated that they are not willing to cut defense funding at all, which means that everything else in annual appropriations—from cancer research, to education, to veterans’ health care—would be cut by much more. The math is simple, but unforgiving. At their proposed topline funding level—and with defense funding left untouched as Republicans have proposed—everything else is forced to suffer enormous cuts. In fact, their bill would force a cut of 22 percent—cuts that would grow deeper and deeper with each year of their plan.” [The White House, [4/20/23](#)]
- **Republican Spending Cuts Were Expected To Cut The Social Security Administration Employees By More Than Half.** “The charts above show how exempting big categories of spending would make the budget caps more draconian. Universal discretionary caps would cut spending by an average of 18 percent over a decade, compared with what’s expected if current levels grew according to inflation. But with defense, veterans’ care and homeland security exempted, the caps would result in cutting the rest of the discretionary budget by more than half. Defense is the largest category of discretionary spending in the budget. Veterans’ health care is the second largest. The programs that would be subject to such deeper cuts include nutrition assistance for poor mothers and infants, air traffic control, the State Department, cancer research and Social Security Administration employees.” [New York Times, [5/8/23](#)]

...Opposed Medicare Negotiating Lower Prescription Prices...

D’Esposito Tweeted That The Inflation Reduction Act Would Raise \$16.7 Billion In Taxes “In 2023 On Americans Earning Less Than \$200,000 A Year.” [Anthony D’Esposito, Twitter, [8/1/22](#)]



[Anthony D’Esposito, Twitter, [8/1/22](#)]

The IRA Allowed Medicare To Negotiate Drug Prices, Reducing Drug Costs For Seniors And Federal Spending. “Medicare is poised to renegotiate the prices of some of its most expensive drugs through a historic expansion of its power, which could reduce costs for many seniors as well as federal spending on its prescription drug plan. The changes are tucked inside a massive spending-and-tax bill in Congress that includes \$433 billion in investments in health-care and clean energy. House Democrats passed the Inflation Reduction Act on Friday in a 220 to 207 vote along party lines, ending a tortured legislative process that took more than a year. The bill empowers the Health and Human Services Secretary to negotiate prices for certain drugs covered under two different parts of Medicare and punish pharmaceutical companies that don’t play by the rules. The legislation also caps out-of-pocket costs at \$2,000 starting in 2025 for people who participate in Medicare Part D, the prescription drug plan for seniors.” [CNBC, [8/12/22](#)]

...And Opposed A Law To Lower Health Insurance Premiums.

D’Esposito Tweeted That The Inflation Reduction Act Would Raise \$16.7 Billion In Taxes “In 2023 On Americans Earning Less Than \$200,000 A Year.” [Anthony D’Esposito, Twitter, [8/1/22](#)]



[Anthony D'Esposito, Twitter, [8/1/22](#)]

The IRA Extended Expanded Affordable Care Act Subsidies For Three More Years Helping Low-And Middle-Income Families Afford Healthcare. “One way Obamacare expanded health care coverage was by creating marketplaces for people to purchase insurance and offering federal subsidies to help low- and middle-income households afford it. Households making up to 400 percent of the federal poverty line — about \$106,000 for a family of four — could get federal help to pay their premiums. After that, they were on their own. But in 2021, Congress eliminated those caps, instead saying that no household should have to pay more than 8.5 percent of their income for health insurance. The change had the biggest effect on people making between 400 and 600 percent of the federal poverty line (for the same household of four, that would be up to \$159,000 per year). As Vox’s Dylan Scott previously reported, the changes also enabled roughly 7 million people to qualify for free health insurance under the ACA. Those policies, however, were set to sunset by the end of this year, leaving millions of people to face much higher health care expenses moving forward. The Inflation Reduction Act extends these subsidies for three years through the end of 2025, ensuring that people won’t face that surge for a while yet. That extension is expected to cost \$64 billion, according to a projection from the Congressional Budget Office.” [Vox, [7/28/22](#)]

The IRA Will Save Average Marketplace Enrollees \$800 A Year By Extending Premium Tax Credits Through 2025 Initially Made Available By The American Rescue Plan. “The Inflation Reduction Act lowers costs for millions of people who purchase health coverage on their own by extending the enhanced financial assistance made available through the American Rescue Plan Act (ARP) through 2025. By making premium tax credits newly available to more middle-class families and improving the generosity of financial help for those previously eligible, the ARP helped drive marketplace enrollment to a record high of 14.5 million and the U.S. uninsured rate to an all-time low of just 8 percent. Thanks to the ARP, the average marketplace enrollee saves \$800 per year.” [Center for American Progress, [8/12/22](#)]

D'Esposito Message #4 Backup



As a cop, Anthony D’Esposito abused his power and was investigated for disgracing the uniform. According to the Daily News, New York taxpayers had to pay a quarter of a million dollars as a settlement after D’Esposito was accused of lying under oath to a grand jury. He was punished for losing his gun, which was stolen by a criminal, and investigated for being “reckless,” “flashing his gun around,” and “disgracing the uniform.” He even appeared to target the black community. Every single complaint against him at the independent review board was filed by a black citizen.

As A Cop, Anthony D’Esposito Abused His Power And Was Investigated For Disgracing The Uniform.

October 2008: In The NYPD, D’Esposito Faced A Complaint For Abuse Of Authority: Search (Of A Person), Which The Civilian Complaint Review Board Found To Be Substantiated. [50-a.org, closed 3/11/10]

Complaint #200814636, October 2008

Incident: October 7, 2008 Received: October 10, 2008 Closed: March 11, 2010

Reason for contact: PD suspected C/V of violation/crime - street

Location: Apartment/house

In NYPD 67th Precinct Brooklyn

Outcome: No arrest made or summons issued

Officer	Complainant	Allegation	CCRB Conclusion
Beierle, Robert	Black Male, 43	Discourtesy: Word	Unsubstantiated
Rafferty, John	Black Male, 43	Discourtesy: Word	Miscellaneous - Subject Retired
Rafferty, John	Black Male, 43	Abuse of Authority: Stop	Miscellaneous - Subject Retired
Desposito, Anthony	Black Male, 43	Abuse of Authority: Search (of person)	Substantiated (Charges)
Rafferty, John		Abuse of Authority: Premises entered and/or searched	Miscellaneous - Subject Retired
Desposito, Anthony	Black Male, 43	Abuse of Authority: Frisk	Unsubstantiated
Rafferty, John		Abuse of Authority: Frisk	Miscellaneous - Subject Retired

[50-a.org, closed 3/11/10]

New York Daily News: NYPD Internal Affairs Department Investigated A Complaint Against D’Esposito That Alleged He Was “Sometimes Driving While Intoxicated And Disgracing The Uniform.” “During his time at the same Brownsville precinct, D’Esposito faced another complaint in 2007 stemming from his bartender moonlighting gig, which The News reported in 2022. Previously unreported is the allegation that, while moonlighting, he was ‘known for flashing his gun around’ and being ‘reckless.’ That complaint found its way to the internal affairs division, too, and was filed under ‘misconduct.’ While records list the ‘disposition’ of that situation as ‘unsubstantiated,’ the allegations are described as ‘partially substantiated.’ Records show D’Esposito was ultimately docked 15 vacation days for ‘wrongfully’ working as a disc jockey and serving alcoholic beverages ‘without authority or permission to do so.’ That same year, internal affairs also began looking into another misconduct complaint alleging D’Esposito was ‘sometimes driving while intoxicated and disgracing the uniform,’ but records show that claim was ultimately determined to be ‘unsubstantiated.’” [New York Daily News, 7/8/24]

According To The Daily News, New York Taxpayers Had To Pay A Quarter Of A Million Dollars As A Settlement After D’Esposito Was Accused Of Lying Under Oath To A Grand Jury.

New York Daily News Headline: “With U.S. House In Play In 2024 Elections, NYPD Record Of Rep. Anthony D’Esposito Under Fire” [New York Daily News, [7/8/24](#)]

New York Daily News: New York City Settled A Lawsuit Alleging D’Esposito Lied To A Grand Jury And A District Attorney, Resulting In A Defendant Spending 22 Days In Jail Before Charges Were Dropped, For \$250,000. “More recently — just last year — the city settled a lawsuit alleging D’Esposito lied in 2011 to a grand jury and then-Manhattan District Attorney Cy Vance Jr. about a suspect named Gregory Crockett residing in a house where illegal weapons were kept. Two years later, in 2013, after Crockett had spent 22 days in jail, all of the charges against him were dropped. Later that year, Crockett sued the city and D’Esposito. As part of the settlement, the city had to pay out \$250,000, but admitted no wrongdoing in the case.” [New York Daily News, [7/8/24](#)]

2011: Gregory Crockett Was Accused Of Illegal Weapons And Drug Charges Based On Claims That D’Esposito Made To A Grand Jury That Crockett Told Him He Lived In A House Where Drugs And Weapons Were Recovered. “Another court case against D’Esposito also remains unresolved. In that case, which was filed in Manhattan Supreme Court in 2013, plaintiff Gregory Crockett claimed D’Esposito knowingly lied to the Manhattan district attorney and grand jury in pursuing a conviction of Crockett, who had been charged in 2011 with illegal weapons possession and criminal possession of a controlled substance. Crockett accused D’Esposito of concocting a story to the DA and a grand jury in which Crockett told the now-retired detective that he lived in a house where illegal drugs and weapons were recovered — even though Crockett claimed he never made such a statement to D’Esposito.” [New York Daily News, [11/1/22](#)]

February 2013: The Case Against Crockett Was Dismissed. “The drug and weapons case against Crockett was dropped in February 2013, according to court papers. In December of that year, Crockett filed his lawsuit against D’Esposito and the city, whose legal team has moved to have the case dismissed, claiming that Crockett failed to ‘state a cause of action.’” [New York Daily News, [11/1/22](#)]

December 2013: Crockett Sued D’Esposito And The City For Allegedly Lying To The Manhattan DA And The Grand Jury In The Case. “Another court case against D’Esposito also remains unresolved. In that case, which was filed in Manhattan Supreme Court in 2013, plaintiff Gregory Crockett claimed D’Esposito knowingly lied to the Manhattan district attorney and grand jury in pursuing a conviction of Crockett, who had been charged in 2011 with illegal weapons possession and criminal possession of a controlled substance. Crockett accused D’Esposito of concocting a story to the DA and a grand jury in which Crockett told the now-retired detective that he lived in a house where illegal drugs and weapons were recovered — even though Crockett claimed he never made such a statement to D’Esposito. [...] In December of that year, Crockett filed his lawsuit against D’Esposito and the city, whose legal team has moved to have the case dismissed, claiming that Crockett failed to ‘state a cause of action.’” [New York Daily News, [11/1/22](#)]

Crockett’s Complaint Alleged D’Esposito’s “Intentional Misrepresentations” To The Grand Jury And DA Resulted In 22 Days Of Imprisonment As Well As Undeserved Arrest And Indictments.” That as a result of Desposito’s intentional misrepresentations both to the District Attorney and to the Grand Jury, plaintiff was indicted on the aforementioned criminal charges. That as a result of Desposito’s intentional misrepresentations both to the District Attorney and to the Grand Jury, plaintiff was arrested on December 14, 2011. That the arrest of plaintiff was effectuated without a warrant and without probable



cause to believe that plaintiff had committed any crime. That following his arrest plaintiff was forcibly confined and imprisoned for a period of approximately twenty-two days. That over the ensuing fourteen months, plaintiff was criminally prosecuted and was compelled to appear in court on numerous occasions to defend against the criminal charges that had been initiated by Desposito.” [New York County Supreme Court, Gregory Crockett - v. - The City of New York et al, Case # 161857/2013, Complaint, filed [12/26/13](#)]

March 2022: A Judge Denied The Defendants’ Motion For Summary Judgment In Crockett’s Case. “Accordingly, it is hereby ORDERED that defendants’ second answer to the amended complaint be deemed served timely nunc pro tunc; and it is further ADJUDGED that defendants’ motion for summary judgment is denied in its entirety.” [New York County Supreme Court, Gregory Crockett - v. - The City of New York et al, Case # 161857/2013, Decision and Order on Motion, filed [3/25/22](#)]

April 2023: Crockett’s Case Against D’Esposito Settled For \$250,000 And Was Dismissed With Prejudice. [New York County Supreme Court, Gregory Crockett - v. - The City of New York et al, Case # 161857/2013, Stipulation of Settlement, dated 4/3/23]



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

----- x
GREGORY CROCKETT,

STIPULATION OF SETTLEMENT

INDEX #: 161857/2013

Plaintiff(s), NYC Law Dep't #: 2014-000080

-against-

NYC Comptroller #: 2013PI013217

THE CITY OF NEW YORK and NYPD DETECTIVE ANTHONY DESPOSITO,

----- x
Defendant(s).

IT IS HEREBY STIPULATED AND AGREED, that Plaintiffs agree to first discontinue with prejudice against named:

NYPD DETECTIVE ANTHONY DESPOSITO,

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record, based upon full authority given by the respective parties, that this action is settled for the total amount of Two hundred and fifty thousand Dollars (\$ 250,000 .00), inclusive of costs, interest, attorney's fees, and disbursements, and subject to statutory liens, encumbrances, and/or statutory rights to reimbursement, including Medicaid, Medicare, Medicare Advantage Plans (MAPs), and attorneys liens, and that for purposes of Medicaid, Medicare, and any other statutory right of reimbursement, this settlement includes compensation for medical expenses.

IT IS FURTHER STIPULATED AND AGREED, THAT IF the New York City Human Resources Administration ("NYC HRA") has issued Medicaid and/or Public Assistance, then from the total settlement sum, plaintiff(s) shall pay to NYC HRA a sum not to exceed Non-assert Dollars (\$ n/a .00), which it is agreed reflects medical expenses in this case, in consideration of NYC HRA's partial non-assertion of its Medicaid lien against the proceeds of this settlement, **and it is further STIPULATED AND AGREED** that plaintiff shall pay a sum to NYC HRA not to exceed Non-assert Dollars (\$ n/a .00) in consideration of NYC HRA's partial non-assertion of its Public Assistance lien against the proceeds of this settlement, **and it is further STIPULATED AND AGREED** that NYC HRA will limit its collection for Medicaid and Public Assistance against the proceeds of this settlement to a total collection amount of Non-assert Dollars (\$ n/a .00), or to the amount of the actual liens should they be less than the agreed upon amounts set forth above. **THE COLLECTION AMOUNTS IN THIS PARAGRAPH ONLY APPLY TO NYC HRA-ISSUED MEDICAID AND PUBLIC ASSISTANCE. THE PARTIES MUST ENTER THE MAXIMUM COLLECTION AMOUNTS IN THE SPACES ABOVE UNLESS PLAINTIFF PRESENTS WITH THIS**

STIPULATION A LETTER FROM NYC HRA INDICATING A LESSER AMOUNT OR A NON ASSERTION OF LIEN. THIS PARAGRAPH DOES NOT APPLY TO STATE-ISSUED MEDICAID or STATE-ISSUED PUBLIC ASSISTANCE: CONTACT HMS,INC./NYS DEPT. OF HEALTH IF APPLICABLE FOR SEPARATE RESOLUTION.

IT IS FURTHER STIPULATED AND AGREED that plaintiff(s) shall complete and deliver to the City, the following City of New York documents: 1) Stipulation of Discontinuance with Prejudice, 2) a duly notarized General Release to the City, its past/present officers, managers, administrators, employees, agents, representatives, and all other individually named defendants and entities represented and/or indemnified by the City of New York, 3) a duly notarized Plaintiff's Affidavit of Liens, 4) an Affirmation of Status of Attorney's Liens that includes, if applicable, a release/discharge of attorney's liens, 5) an IRS W-9 Form, and 6) any other documents that may be necessary for processing payment. Medicare-eligible and Medicare-beneficiary plaintiffs must, in addition to the above, obtain and submit final demand letters "FDL" from their Medicare provider(s), including Part C Medicare Advantage Plan providers, for the reimbursement of conditional payments made for the injuries claimed in this matter. The City reserves the right to issue a multi-party settlement check naming Medicare provider(s) as payee(s) or to issue a check payable to Medicare provider(s) directly based upon the final demand letter(s). Plaintiff(s) shall be responsible for setting up a Medicare Set-Aside Allocation for related future medical costs to the extent required under 42 U.S.C. §1395y(b).

IT IS FURTHER STIPULATED AND AGREED that upon plaintiff(s)' tender of all required documents, duly executed and completed, which include the items identified in the preceding paragraph, payment of the settlement shall be made in accordance with CPLR §5003-a(b), (d), and (g).

IT IS FURTHER STIPULATED AND AGREED that plaintiff agrees to hold harmless and indemnify the City of New York [and NYPD DETECTIVE ANTHONY DESPOSITO] and its/their past and present officers, managers, administrators, employees, agents, and representatives, and all other individually named defendants and entities represented and/or indemnified by the City of New York, regarding any liens, claims, or past and future Medicare or secondary payments, presently known or unknown in connection with this matter.

IT IS FURTHER STIPULATED AND AGREED that should this settlement involve a structure, plaintiff agrees to use the City of New York's approved structure broker that is up on its rotation for drafting the necessary closing papers and structure documents, including, but not limited to, the Settlement Agreement & Release and Qualified Assignments; locking in annuity benefits; placing the annuity premium; and obtaining the annuity contract. Upon tender of all required settlement papers, including properly executed structure documents, payment of the structured settlement shall be made in accordance with CPLR §5003-a(b), (d), and (g).

IT IS FURTHER STIPULATED AND AGREED that plaintiff agrees to obtain independent professional advice relating to the legal, tax, and financial implications of the structured settlement, including any adverse consequences.

IT IS FURTHER STIPULATED AND AGREED that nothing contained herein shall be deemed to be an admission of liability by the defendants nor constitute a policy or practice of the City of New York or any agency thereof. This stipulation shall not be admissible in any other litigation or settlement negotiation.

Facsimiles of signatures shall be deemed originals.

Dated: New York, New York
April 3, 2023

1) _____
Attorney(s) for Plaintiff(s)

Sivin & Miller, LLP
20 Vesey St, #1400, NY, NY, 10007
Tel: (212) 349-0300
By: _____

2) Timothy J. Staines
Hon. Sylvia O. Hinds-Radix
Corporation Counsel
Attorney for Defendant(s)
CITY OF NEW YORK
100 Church St.
New York, NY, 10007
Tel: (332) 323-1149
By: Tim Staines, Esq.

3) _____
Attorney(s) for Defendant(s)

_____, NY, _____
Tel: (____) _____
By: _____

4) _____
Attorney(s) for Defendant(s)

_____, NY, _____
Tel: (____) _____
By: _____

He Was Punished For Losing His Gun, Which Was Stolen By A Criminal...

2015: D’Esposito Was Docked 20 Vacation Days For “Fail[ing] To Safeguard” His NYPD Firearm, Which Was Stolen From A Vehicle He Left It In. “In 2015, the former detective in Brownsville’s 73rd Precinct ‘failed to safeguard’ his department-issued firearm, which was stolen from a vehicle he left it in. D’Esposito was later found guilty of failing to secure the gun and forced to forfeit 20 vacation days as a result, records show.” [New York Daily News, [10/10/22](#)]

New York Daily News: D’Esposito Was “Found Guilty In An Administrative Hearing Of Failing To Secure The Gun And Was Forced To Forfeit 20 Vacation Days As A Result.” “In addition to that, in 2015, D’Esposito ‘failed to safeguard’ his department-issued firearm, which was stolen from a vehicle he left it in — a story also reported first in The News. The former cop was later found guilty in an administrative hearing of failing to secure the gun and was forced to forfeit 20 vacation days as a result.” [New York Daily News, [7/8/24](#)]

...And Investigated For Being “Reckless,” “Flashing His Gun Around,” And “Disgracing The Uniform.”

New York Daily News: NYPD Internal Affairs Division Investigated A Complaint Against D’Esposito That Alleged He Was “Known For Flashing His Gun Around” And Being “Reckless.” “During his time at the same Brownsville precinct, D’Esposito faced another complaint in 2007 stemming from his bartender moonlighting gig, which The News reported in 2022. Previously unreported is the allegation that, while moonlighting, he was ‘known for flashing his gun around’ and being ‘reckless.’ That complaint found its way to the internal affairs division, too, and was filed under ‘misconduct.’ While records list the ‘disposition’ of that situation as ‘unsubstantiated,’ the allegations are described as ‘partially substantiated.’ Records show D’Esposito was ultimately docked 15 vacation days for ‘wrongfully’ working as a disc jockey and serving alcoholic beverages ‘without authority or permission to do so.’” [New York Daily News, [7/8/24](#)]

New York Daily News: NYPD Internal Affairs Department Investigated A Complaint Against D’Esposito That Alleged He Was “Sometimes Driving While Intoxicated And Disgracing The Uniform.” “During his time at the same Brownsville precinct, D’Esposito faced another complaint in 2007 stemming from his bartender moonlighting gig, which The News reported in 2022. Previously unreported is the allegation that, while moonlighting, he was ‘known for flashing his gun around’ and being ‘reckless.’ That complaint found its way to the internal affairs division, too, and was filed under ‘misconduct.’ While records list the ‘disposition’ of that situation as ‘unsubstantiated,’ the allegations are described as ‘partially substantiated.’ Records show D’Esposito was ultimately docked 15 vacation days for ‘wrongfully’ working as a disc jockey and serving alcoholic beverages ‘without authority or permission to do so.’ That same year, internal affairs also began looking into another misconduct complaint alleging D’Esposito was ‘sometimes driving while intoxicated and disgracing the uniform,’ but records show that claim was ultimately determined to be ‘unsubstantiated.’” [New York Daily News, [7/8/24](#)]

He Even Appeared To Target The Black Community. Every Single Complaint Against Him At The Independent Review Board Was Filed By A Black Citizen.

2007 – 2012: All Complaints Filed Against D’Esposito With The Civilian Complaint Review Board Were Filed By Black Men, Including For Allegations Of Physical Force, Abuse Of Authority, And Discourtesy. [50-A, Anthony D’Esposito, accessed [8/9/24](#)]

Complaint Number	Date	Allegation(s)	Complainant
Complaint #201209338	July 2012	Force: Physical force	Black Male, 27
Complaint #200915237	September 2009	Discourtesy: Action	Black Male, 30
		Discourtesy: Word	Black Male, 30
		Abuse of Authority: Stop	Black Male, 30
		Abuse of Authority: Threat of force (verbal or physical)	Black Male, 30
Complaint #200814636	October 2008	Abuse of Authority: Frisk	Black Male, 43
		Abuse of Authority: Search (of person)	Black Male, 43
Complaint #200717214	November 2007	Force: Physical force	Black Male, 18

[50A, Anthony D’Esposito, accessed [8/9/24](#)]