

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK  
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Index No:  
Date Purchased:

SANDRA PEREZ,

Plaintiff designates  
NEW YORK County as  
Place of Trial  
Basis of venue is:  
Residence of plaintiff

Plaintiff,

-against-

SUMMONS

19 KENMARE REALTY LLC, LITTLE  
CHARLIE'S OYSTER BAR, INC. and  
CITI-URBAN MANAGEMENT CORP.,

Plaintiff Residence:  
150 East 116<sup>th</sup> Street  
New York, New York

Defendants.  
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To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: January 20, 2014

DAVID HOROWITZ, P.C.

By: 

GLORIA DRELICH

276 Fifth Avenue  
New York, New York 10001  
(212) 684-3630

Defendants' Address:

19: 19 Kenmare Street, New York, New York  
LITTLE: 19 Kenmare Street, New York, New York  
CITI-URBAN: 6 Grace Avenue, Great Neck, New York

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

-----X  
SANDRA PEREZ,

Plaintiff,

-against-

VERIFIED COMPLAINT

19 KENMARE REALTY LLC, LITTLE CHARLIE'S  
OYSTER BAR, INC. and CITI-URBAN MANAGEMENT  
CORP.

Defendants.

-----X  
Plaintiff, complaining of the defendants, by her attorney,  
DAVID HOROWITZ, P.C., upon information and belief, respectfully  
alleges:

FIRST: Upon information and belief, at all times herein  
mentioned, defendant, 19 KENMARE STREET PARTNERS LLC was a  
domestic limited liability company, organized and existing under  
and by virtue of the laws of the State of New York.

SECOND: Upon information and belief, at all times herein  
mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. was a  
domestic corporation, organized and existing under and by virtue  
of the laws of the State of New York.

THIRD: Upon information and belief, at all times herein  
mentioned, defendant, CITI-URBAN MANAGEMENT CORP. was a domestic  
corporation, organized and existing under and by virtue of the  
laws of the State of New York.

FOURTH: Upon information and belief, at all times herein

mentioned, defendant, 19 KENMARE REALTY LLC, was the owner of premises 19 Kenmare Street, New York, New York.

FIFTH: Upon information and belief, at all times herein mentioned, defendant 19 KENMARE REALTY LLC, managed premises 19 Kenmare Street, New York, New York.

SIXTH: Upon information and belief, at all times herein mentioned, defendant, 19 KENMARE REALTY LLC supervised premises 19 Kenmare Street, New York, New York.

SEVENTH: Upon information and belief, at all times herein mentioned, defendant, 19 KENMARE REALTY LLC maintained premises 19 Kenmare Street, New York, New York.

EIGHTH: Upon information and belief, at all times herein mentioned, defendant, 19 KENMARE REALTY LLC controlled premises 19 Kenmare Street, New York, New York.

NINTH: Upon information and belief, at all times herein mentioned, defendant, 19 KENMARE REALTY LLC, was the owner of basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

TENTH: Upon information and belief, at all times herein mentioned, defendant 19 KENMARE REALTY LLC, managed the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement specifically that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

ELEVENTH: Upon information and belief, at all times herein

mentioned, defendant, 19 KENMARE REALTY LLC supervised the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

TWELFTH: Upon information and belief, at all times herein mentioned, defendant, 19 KENMARE REALTY LLC maintained the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTEENTH: Upon information and belief, at all times herein mentioned, defendant, 19 KENMARE REALTY LLC controlled the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

FOURTEENTH: That on and prior to August 7, 2009, defendant LITTLE CHARLIE'S OYSTER BAR, INC., was the lessee of the store known as "Little Charlie's Lounge" located at premises 19 Kenmare Street, new York, New York.

FIFTEENTH: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC., was the owner of the restaurant and lounge known as "Little Charle's Lounge" located at premises 19 Kenmare Street, New York, New York.

SIXTEENTH: Upon information and belief, at all times herein mentioned, defendant LITTLE CHARLIE'S OYSTER BAR, INC., operated the restaurant and lounge known as "Little Charlie's Lounge" located at

premises 19 Kenmare Street, New York, New York.

SEVENTEENTH: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. supervised the restaurant and lounge known as "Little Charle's Lounge" located at premises 19 Kenmare Street, New York, New York.

EIGHTEENTH: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. maintained the restaurant and lounge known as "Little Charle's Lounge" located at premises 19 Kenmare Street, New York, New York.

NINETEENTH: Upon information and belief, at all times hexein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. controlled the restaurant known as "Little Charle's Lounge" located at premises 19 Kenmare Street, New York, New York.

TWENTIETH: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. managed the restaurant known as "Little Charle's Lounge" located at^premises 19 Kenmare Street, New York, New York.

TWENTY-FIRST: Upon information and belief, at all times herein mentioned, defendant LITTLE CHARLIE'S OYSTER BAR, INC., operated the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

TWENTY-SECOND: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. supervised the basement at premises 19 Kenmare Street, New York, New York,

specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

TWENTY-THIRD: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. maintained the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

TWENTY-FOURTH: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. controlled the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

TWENTY-FIFTH: Upon information and belief, at all times herein mentioned, defendant, LITTLE CHARLIE'S OYSTER BAR, INC. managed the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

TWENTY SIXTH: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. was the managing agent of premises 19 Kenmare Street, New York, New York.

TWENTY SEVENTH: Upon information and belief, at all times herein mentioned, defendant CITI-URBAN MANAGEMENT CORP., managed premises 19 Kenmare Street, New York, New York.

TWENTY EIGHTH: Upon information and belief, at all times herein

mentioned, defendant, CITI-URBAN MANAGEMENT CORP. supervised premises 19 Kenmare Street, New York, New York.

TWENTY NINTH: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. maintained premises 19 Kenmare Street, New York, New York.

THIRTIETH: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. controlled premises 19 Kenmare Street, New York, New York.

THIRTY FIRST: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. supervised premises 19 Kenmare Street, New York, New York.

THIRTY SECOND: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. supervised the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTY THIRD: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. maintained the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTY FOURTH: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. controlled the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit

of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTY FIFTH: Upon information and belief, at all times herein mentioned, defendant, CITI-URBAN MANAGEMENT CORP. supervised the basement at premises 19 Kenmare Street, New York, New York, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTY SIXTH: Upon information and belief, on March 3, 2013, defendant, 19 KENMARE REALTY LLC was responsible for the cleaning and condition of the basement floor, specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTY SEVENTH: Upon information and belief, on March 3, 2013, defendant LITTLE CHARLIE'S OYSTER BAR, INC., was responsible for the maintenance of the basement floor specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTY EIGHTH: Upon information and belief, on March 3, 2013, defendant CITI-URBAN MANAGEMENT CORP., was responsible for the maintenance of the basement floor specifically the portion of the basement that leads to the back exit of the lounge and restaurant known as "Little Charlie's Lounge."

THIRTY NINTH: Upon information and belief, at all times hereinafter mentioned, and on March 3, 2013, plaintiff, SANDRA PEREZ operated a hat check service at the restaurant and lounge known as

"Little Charlie's Lounge" located at 19 Kenmare Street, New York, New York.

FORTIETH: Upon information and belief, on March 3, 2013, plaintiff, SANDRA PEREZ, having finished working, was exiting through the basement exit when she was caused to slip, fall and be precipitated to the ground on slippery material at the exit door, thereby causing her to sustain serious and severe permanent personal injuries.

FORTY FIRST: That said accident and the injuries and damages resulting therefrom were caused by the negligence of the defendants, their agents, servants and/or employees.

FORTY SECOND: That the negligence of the defendants consisted in the negligent ownership, maintenance, management, operation, supervision, inspection and control of the aforesaid premises and more specifically, the basement; in failing to keep the premises free from dangerous and defective conditions; in failing to make the premises safe; in allowing the basement floor to be and remain in a slippery and debris laden condition; in failing to have the basement in a clean condition; in failing to clean; in improperly cleaning; in failing to supervise employees throwing out the garbage; in failing to inspect; in setting a trap for plaintiff; in failing to give notice or warning; in failing to provide a proper means of entrance and egress to the basement; in failing to provide a safe work place; in failing to provide proper lighting; and in failing to avoid the occurrence although there was an opportunity to do so.


FORTY THIRD: That the said plaintiff, SANDRA PEREZ, by reason of the foregoing, sustained injuries to various parts of her body including head, limbs, nerves and nervous system, rendering plaintiff sick, sore, lame and disabled; that plaintiff was required to and did expend money for medical aid and assistance; that plaintiff was unable to attend to her usual vocation or activities; and that plaintiff was otherwise damaged.

FORTY FOURTH: This case falls within one of the exceptions to CPLR 1602.

FORTY FIFTH: That by reason of the foregoing, the plaintiff has sustained damages in an amount which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

WHEREFORE, plaintiff demands judgment against the defendants in an amount which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction together with the costs and disbursements of this action.

DAVID HOROWITZ,  
P.C. Attorney for  
Plaintiff

By:   
GLORIA DRELICH  
276 Fifth Avenue  
NY., NY, 10001  
(212) 684-3630

VERIFICATION BY AFFIDAVIT

State of New York }

} SS:

County of New York }

**SANDRA PEREZ**, being duly sworn, says:

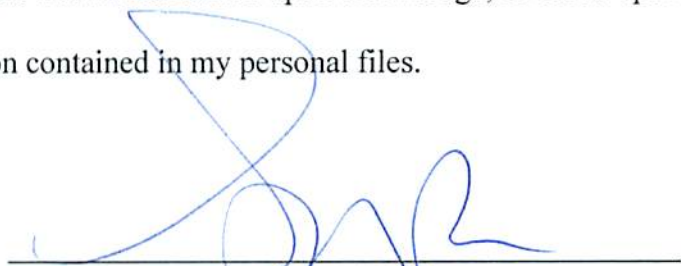
I am a Plaintiff in the action herein: I have read the annexed

**SUMMONS AND VERIFIED COMPLAINT**

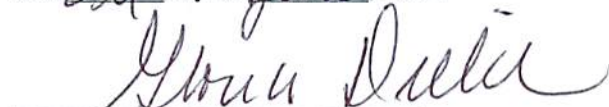
and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my personal files.

Dated: NEW YORK,, NEW YORK

January 23, 2014

  
SANDRA PEREZ

Subscribed and sworn to before me  
this 23rd day of Jan, 2014

  
NOTARY PUBLIC

GLORIA DRELICH  
Notary Public, State of New York  
No. 02DR1020880  
Qualified in New York County  
Commission Expires May 31 2015

Index No.:

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

SANDRA PEREZ,

Plaintiff,

-against-

19 KENMARE REALTY LLC, LITTLE  
CHARLIE'S OYSTER BAR, INC., and  
CITI-URBAN MANAGEMENT CORP.,

Defendant (s)

SUMMONS AND VERIFIED COMPLAINT

**DAVID HOROWITZ, P.C.**

*Attorneys for Plaintiff*

276 Fifth Avenue - Suite 306

New York, New York 10001

212-684-3630

*Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.*

Dated: January 20, 2014

  
Print Signer's Name: Gloria Drelich

To:

Service of a copy of the within  
is hereby admitted.

Dated,

.....  
Attorney(s) for