

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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SOPHIA SOLOVYOVA,

Plaintiff,

-against-

MARGARET M. MCCANN, MARTIN W. MCCANN JR.,
and AIRBNB, INC.

Defendants.
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SUMMONS

Index No.:

Plaintiff designates Kings County as
the place of trial.

The basis of venue is:
Plaintiff's Residence.

Plaintiff resides at:
515 East 7th Street, Apt. 6H,
Brooklyn, New York, NY 11218

Date filed: March 17, 2016

To the above named Defendants:

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 attorneys, within twenty days after the services of this Summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. 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: New York, New York
March 17, 2016


GENTILE & ASSOCIATES
By: LAURA GENTILE
Attorneys for Plaintiff
SOPHIA SOLOVYOVA
233 Fifth Avenue
New York, New York 10016
(212) 689-6009

To:
MARGARET M. MCCANN
67 Hosner Mountain Road
Hopewell Junction, NY 12533

AIRBNB, INC.
c/o Corporation Service Company
80 State Street
Albany, New York, 12207-2543

MARTIN W. MCCANN JR.
67 Hosner Mountain Road
Hopewell Junction, NY 12533

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
SOPHIA SOLOVYOVA,

Plaintiff,

Index No.:

VERIFIED COMPLAINT

-against-

MARGARET M. MCCANN, MARTIN W. MCCANN JR.,
and AIRBNB, INC.

Defendants.
-----X

Plaintiff, by her attorneys Gentile & Associates, as and for her Complaint against defendants, states, upon information and belief, as follows:

1. At the time of the commencement of this action, plaintiff was and is a resident of the County of Kings, City and State of New York.
2. This action falls within one of more of the exceptions set forth in CPLR § 1602.
3. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was and is a premises located in the State of New York.
4. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was operated as a bed and breakfast within the State of New York.
5. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was operated as a hotel within the State of New York.
6. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was operated as motel within the State of New York.
7. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was operated as a boarding house within the State of New York.

8. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was operated as a lodging house within the State of New York.

9. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was operated as a Single Room Occupancy hotel within the State of New York.

10. At all times relevant herein, and on or about May 25, 2015, 67 Hosner Mountain Road, Hopewell Junction, NY 12533 was operated as a hostel and/or a room for rent within the State of New York.

11. On or about May 25, 2015, and at all times relevant herein, MARGARET M. MCCANN was the owner of the real property, building, premises, appurtenances and fixtures thereto located at 67 Hosner Mountain Road, County of Dutchess, State of New York.

12. On or about May 25, 2015, and at all times relevant herein, defendant MARGARET M. MCCANN rented the offered the aforesaid premises, or a portion thereof, to plaintiff.

13. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN MARGARET M. MCCANN let the aforesaid premises, or a portion thereof, to plaintiff.

14. On or about May 25, 2015, and at all times relevant herein, defendant MARGARET M. MCCANN managed the aforesaid premises.

15. On or about May 25, 2015, and at all times relevant herein, defendant MARGARET M. MCCANN operated the aforesaid premises.

16. On or about May 25, 2015, and at all times relevant herein, defendant MARGARET M. MCCANN maintained the aforesaid premises.

17. On or about May 25, 2015, and at all times relevant herein, defendant MARGARET M. MCCANN had a duty to maintain the aforesaid premises in a reasonably safe condition.

18. On or about May 25, 2015, and at all times relevant herein, defendant MARGARET M. MCCANN had a duty to maintain the premises and windows in a reasonably safe condition.

19. On or about May 25, 2015, and at all times relevant herein, defendant MARGARET M. MCCANN had a duty to repair the premises and windows in a reasonably safe condition.

20. On or about May 25, 2015, and at all times relevant herein, MARTIN W. MCCANN, JR. was the owner of the real property, building, premises, appurtenances and fixtures thereto located at 67 Hosner Mountain Road, County of Dutchess, State of New York.

21. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. rented the offered the aforesaid premises, or a portion thereof, to plaintiff.

22. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. let the aforesaid premises, or a portion thereof, to plaintiff.

23. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. managed the aforesaid premises.

24. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. operated the aforesaid premises.

25. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. maintained the aforesaid premises.

26. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. had a duty to maintain the aforesaid premises in a reasonably safe condition.

27. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. had a duty to maintain the premises and windows in a reasonably safe condition.

28. On or about May 25, 2015, and at all times relevant herein, defendant MARTIN W. MCCANN, JR. had a duty to repair the premises and windows in a reasonably safe condition.

29. On or about May 25, 2015, and at all times relevant herein, AIRBNB, INC. was and still is a Delaware corporation authorized to do business in the State of New York.

30. On or about May 25, 2015, and at all times relevant herein, AIRBNB, INC. was and still is a foreign business corporation authorized to do business in the State of New York.

31. On or about May 25, 2015, and at all times relevant herein, the Defendant AIRBNB, INC. maintained its principal place of business in the County of New York, State of New York.

32. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. transacted business in the State of New York.

33. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. was duly authorized to do business in the State of New York.

34. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. purposely availed itself of the privilege of conducting activities within the State of New York, thus invoking the benefits and protection of its laws.

35. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. advertised the use and occupancy aforesaid premises, or a portion thereof, to plaintiff.

36. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. facilitated and made possible the transaction between co-defendants and plaintiff for the occupancy aforesaid premises, or a portion thereof, by plaintiff.

37. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. profited from the transaction between co-defendants and plaintiff for the occupancy aforesaid premises, or a portion thereof, by plaintiff.

38. But for the involvement and commercial activity of defendant AIRBNB, INC. the occupancy of co-defendants' premises by plaintiff would not have been possible and would not have occurred.

39. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. rented the offered the aforesaid premises, or a portion thereof, to plaintiff.

40. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. let offered the aforesaid premises, or a portion thereof, to plaintiff.

41. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. managed the aforesaid premises.

42. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. operated the aforesaid premises.

43. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. maintained the aforesaid premises.

44. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. had a duty to maintain the aforesaid premises in a reasonably safe condition.

45. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. had a duty to maintain the premises and windows in a reasonably safe condition.

46. On or about May 25, 2015, and at all times relevant herein, defendant AIRBNB, INC. had a duty to repair the premises and windows in a reasonably safe condition.

47. On or about May 25, 2015, and at all times relevant herein, plaintiff SOPHIA SOLOVYOVA was lawfully present at the aforesaid premises when she was caused to suffer severe and permanent personal injuries as a result of defendants' negligence.

48. The aforesaid accident and the results thereof were caused wholly and solely as a result of the joint, several and concurrent negligence, carelessness, breach of duty of care, recklessness and gross negligence of the defendants and/or defendants' agents, servants, employees, licensees and/or affiliates, agencies and departments in the ownership, operation, management, supervision, maintenance and control of the aforesaid premises, and those acting under defendants' direction, behest, permission

and control in the ownership, operation, designing, creating, management, maintenance, contracting, subcontracting, supervision, authorization use and control of the premises, allowing and permitting the existence of a dangerous and unsafe window to exist at the premises; in causing, allowing and permitting said unsafe window at the aforesaid location to be, become and remain for an unreasonably long time period despite actual and/or constructive notice of a dangerous condition; in causing allowing and permitting a trap to exist at said location; in failing to properly inspect, repair and maintain the windows; in failing to maintain the windows in a reasonably safe and proper condition; in causing, allowing and permitting the existence of a condition which constituted a trap, nuisance, menace and danger to plaintiff and others; in failing to have taken necessary steps and measures to have prevented the aforesaid window from being used while in said dangerous condition; in negligently and carelessly causing and permitting the aforesaid window to be in and remain in said condition for an unreasonable length of time, resulting in a hazard to the Plaintiff and others; in failing to take suitable and proper precautions for the safety of persons on and using said window; in failing to properly maintain said window; in allowing the window to become structurally unsound, deteriorated and/or in a state of disrepair and/or improper repair; in failing to inspect said window; in causing, creating, permitting and allowing a trap, hazard and nuisance to be and exist for an excessive and unreasonable time period despite actual and constructive notice; in failing to take necessary steps to alleviate said condition; in failing to undertake proper and/or adequate safety studies and/or surveys; in violating applicable statutes, laws, rules and ordinances; in violating all applicable building codes, statutes, regulations, ordinances and laws applicable; in violating all applicable sections of the New York Administrative Codes related to the accident; in failing to properly repair said window before authorizing its use; in failing to erect barriers and/or barricades or otherwise restrict the use of aforesaid area to prevent a hazard, trap or nuisance from endangering the plaintiff and others; in failing to warn plaintiff and others of the subject hazard, trap or nuisance; in failing to affix a warning label or to otherwise alert plaintiff

and others of the subject hazard, trap or nuisance; in causing, allowing and permitting the aforesaid condition to exist; in failing to avoid the aforesaid accident which was foreseeable; and in being otherwise negligent, careless, reckless and grossly negligent in the ownership, control, maintenance, and renovation of the aforesaid premises.

49. Upon information and belief, defendants had actual notice of this defective condition prior to the aforesaid accident.

50. Upon information and belief, defendants had constructive notice of said defective condition prior to the aforesaid accident.

51. No manner of negligence on the part of the Plaintiff contributed to the accident alleged herein.

52. As a result of the foregoing plaintiff SOPHIA SOLOVYOVA was caused to sustain serious personal injuries and to have suffered pain, shock and mental anguish; and these injuries and their effects will be permanent; and as a result of said injuries plaintiff has been caused to incur, and will continue to incur, expenses for medical care, attention and treatment; and, as further result, plaintiff was, and will continue to be rendered unable to perform plaintiff's normal activities and duties, and has sustained resultant loss therefrom.

53. By reason of the foregoing, plaintiff SOPHIA SOLOVYOVA was damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, plaintiff demand judgment against defendants in a sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action.

Dated: New York, New York
March 17, 2016

Yours, etc.,

A handwritten signature in black ink, appearing to read 'Laura Gentile', written over the typed name 'LAURA GENTILE'.

GENTILE & ASSOCIATES
By: LAURA GENTILE
Attorneys for Plaintiff
SOPHIA SOLOVYOVA
233 Fifth Avenue
New York, New York 10016
(212) 689-6009

VERIFICATION

LAURA GENTILE, an attorney duly admitted to practice law before all of the courts of the State of New York affirms the truth of the following:

I am a member of GENTILE & ASSOCIATES, attorneys for plaintiff SOPHIA SOLOVYOVA. I have read the foregoing 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 files.

Dated: New York, New York
March 17, 2016



LAURA GENTILE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

SOPHIA SOLOVYOVA,

Plaintiff,

-against-

MARGARET M. MCCANN, MARTIN W. MCCANN JR.,
and AIRBNB, INC.

Defendants.

Index No.:

Summons & Verified Complaint

GENTILE & ASSOCIATES

Attorneys for Plaintiff

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New York, New York 10016

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