

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

-----X Index No.
YING LI,

Plaintiff(s)

-against-

JONATHAN FEFFER, AIRBNB IN NYC, LLC,
AIRBNB, INC., AIRBNB RENTALS, LLC, and
AIRBNB PAYMENTS, INC.,

Defendant(s)
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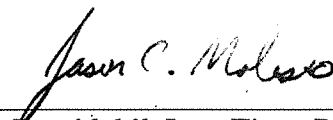
VERIFIED SUMMONS & COMPLAINT

Demidchik Law Firm, P.C.

*Attorneys for Plaintiffs
136-18 39th Avenue, 8th Floor
Flushing New York 11354
(718)255-9898*

Certification Pursuant to 22 NYCRR § 130-1.1a(b)

I hereby certify pursuant to 22 NYCRR § 130-1.1a(b) that, to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of the papers herein or the contentions therein are not frivolous as defined in 22 NYCRR § 130-1.1(c):



Demidchik Law Firm, P.C.
By: Jason C. Molesso, Esq.
Attorneys for Plaintiffs

SUPREME COURT OF THE STATE OF NEW YORK
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SUMMONS

Date filed:

To the above named Defendant(s):

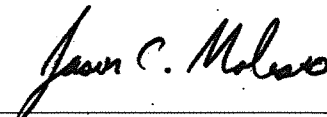
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 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 herein.

Decedents designate New York County as the place of trial.
The basis of venue is the county of Defendant's residence.
The relief sought is monetary damages.

PLAINTIFF RESIDES AT: 86 Lushan Avenue, Lushan Society, Chengdu, People's Republic of China, 61000.

DEFENDANTS ADDRESS: *See attached Summons Rider*

Dated: Flushing, New York
October 31, 2018



DEMIDCHIK LAW FIRM
By: Jason C. Molesso, Esq.
Attorneys for Plaintiff
136-18 39th Avenue, 8th Floor
Flushing, New York 11354
718-255-9898

SUMMONS RIDER

Jonathan Feffer
219 West 14th Street, Apt. 3F
New York, New York 10011

AIRBNB in NYC, LLC
c/o Northwest Registered Agent, LLC
90 State Street, Suite 700, Office 40
Albany, New York 11207.

AIRBNB, Inc.
c/o Corporation Service Company
80 State Street
Albany, New York 11207-2543

AIRBNB Rentals, LLC
c/o Vinit Mehta
551 5th Avenue
New York, New York 10176.

AIRBNB Payments, Inc.
c/o Corporation Service Company
80 State Street
Albany, New York 11207-2543.

SUPREME COURT OF THE STATE OF NEW YORK
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Plaintiff(s)

VERIFIED COMPLAINT

-against-

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AIRBNB PAYMENTS, INC.,

Defendant(s)

-----X

COMES NOW, Ying Li, by and through her attorneys, Demidchik Law Firm, alleges, upon information and belief, the following:

1. The Honorable Supreme Court has jurisdiction over this matter because it arises under the common-law and statutes of the State of New York and the United States. Venue is proper in New York County, State of New York because it is the county of the Defendant’s residence. Plaintiff(s) has sustained damages in excess of the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

THE PARTIES

2. Plaintiff Ying Li is an adult, under no legal disability; and resides at 86 Lushan Avenue, Lushan Society, Chengdu, People’s Republic of China, 61000.

3. Defendant Jonathan Feffer is a natural person residing at 219 West 14th Street, Apt. 3F, New York, New York 10011; and, he owns, occupies, maintains, controls and operates a short-term rental apartment located at 219 West 14th Street, Apt. 3F, New York, New York 10011.

4. Defendant AIRBNB in NYC, LLC, is a domestic, limited liability company, organized and existing under the laws of the State of New York, and is authorized to transact business in the State of New York; and, it owns, occupies, maintains, controls and operates a short-term

rental apartment/hotel located at 219 West 14th Street, Apt. 3F, New York, New York 10011; and may be served with process c/o Northwest Registered Agent, LLC, 90 State Street, Suite 700, Office 40, Albany, New York 11207.

5. Defendant AIRBNB, Inc., is a foreign corporation, organized and existing under the laws of the State of Delaware, and is authorized to transact business in the State of New York; and, it owns, occupies, maintains, controls and operates a short-term rental apartment/hotel located at 219 West 14th Street, Apt. 3F, New York, New York 10011; and may be served with process c/o Corporation Service Company, 80 State Street, Albany, New York 11207-2543.

6. Defendant AIRBNB Rentals, LLC, is a domestic, limited liability company, organized and existing under the laws of the State of New York, and is authorized to transact business in the State of New York; and, it owns, occupies, maintains, controls and operates a short-term rental apartment/hotel located at 219 West 14th Street, Apt. 3F, New York, New York 10011; and may be served with process c/o Vinit Mehta, 551 5th Avenue, New York, New York 10176.

7. Defendant AIRBNB Payments, Inc., is a foreign corporation, organized and existing under the laws of the State of Delaware, and is authorized to transact business in the State of New York; and, it owns, occupies, maintains, controls and operates a short-term rental apartment/hotel located at 219 West 14th Street, Apt. 3F, New York, New York 1001; and may be served with process c/o Corporation Service Company, 80 State Street, Albany, New York 11207-2543.

**AS A FIRST CAUSE OF ACTION ON BEHALF OF PLAINTIFF FOR PERSONAL
INJURIES: NEGLIGENCE AND NEGLIGENCE *PER SE***

8. Plaintiff incorporates herein the allegations in paragraphs 1 through 8 as if set out in full.

9. Defendants Jonathan Feffer, AIRBNB in NYC, LLC, AIRBNB, Inc., AIRBNB Rentals, LLC and AIRBNB Payments, Inc., individually and by and through their agents, servants and

employees, both actual and ostensible, owned, operated, maintained and controlled the apartment known as “3F,” located at, 219 West 14th Street, Apt. 3F, New York, New York County, State of New York 10011; and had a non-delegable duty to operate, maintain and control the apartment, and the contents therein, specifically the “retractable projector screen,” in a reasonable and prudent manner.

10. Defendants Jonathan Feffer, AIRBNB in NYC, LLC, AIRBNB, Inc., AIRBNB Rentals, LLC and AIRBNB Payments, Inc., individually and by and through their agents, servants and employees, both actual and ostensible, rented for monetary compensation, the apartment known as “3F,” located at, 219 West 14th Street, Apt. 3F, New York, New York County, State of New York 10011 to Plaintiff Ying Li for a term of less than 30 days, without a resident of the apartment present.

11. The building that contains the apartment known as “3F,” located at, 219 West 14th Street, Apt. 3F, New York, New York County, State of New York 10011 is a “Class A multiple dwelling” as defined by New York MDL §4.8, *et seq.* and is not a hotel or hostel.

12. Defendants Jonathan Feffer, AIRBNB in NYC, LLC, AIRBNB, Inc., AIRBNB Rentals, LLC and AIRBNB Payments, Inc., individually and by and through their agents, servants and employees, both actual and ostensible, were generally negligent, and negligent *per se*, on or about October 15, 2018, by violating New York MDL §4.8, *et seq.*, a statute/regulation enacted to protect a class of individuals to which Plaintiff belongs, by failing to maintain the “retractable projector screen” located within the apartment known as “3F,” located at, 219 West 14th Street, Apt. 3F, New York, New York County, State of New York 10011, in a safe condition so that it would not fall onto the body of the user; and was otherwise negligent, by the following: in failing to warn of an unsecured “retractable projector screen”; and in creating a dangerous condition in

the apartment made the basis of the present action by failing to properly maintain, inspect and adjust the “retractable projector screen” so that it operated in a safe manner and did not fall onto the Plaintiff when she attempted to deploy and use the “retractable projector screen” in the usual manner and for its intended purpose.

13. On or about October 15, 2018, while a guest and lawful occupant of the apartment known as “3F,” located at, 219 West 14th Street, Apt. 3F, New York, New York County, State of New York 10011, the Plaintiff was caused to suffer a traumatic, Right thumb dislocation requiring surgical repair.

14. Defendants’ negligence, whether taken singularly or in combination, were a direct and proximate cause of Plaintiff’s Right thumb dislocation, need for surgery, medical care and therapies not otherwise needed, scarring, deformation, conscious pain and suffering, mental anguish, and loss of enjoyment of life, impaired employability, and disability, both in the past and continuing in the future.

15. The Plaintiff will suffer economic damages, actually and proximately caused by the negligence of the Defendants herein, including out-of-pocket expenses and resulting in Lien(s) (Equitable or Legal) and/or a “Right of Recovery” by private or governmental health insurance programs that paid for medical care on the behalf of infant Plaintiff for injuries caused by the Defendant herein; future medical expenses, education and therapy costs, future need for assistance with all activities of daily living, and future lost wages.

16. The injuries and damages sustained by Plaintiff Ying Li were caused solely by the torts of the Defendant, without any negligence on the part of any other person contributing thereto.

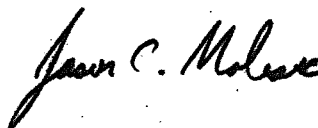
17. Plaintiff Ying Li sustained damages in excess of the jurisdictional limits of all lower courts, which might otherwise have jurisdiction.

STATEMENT REGARDING EXCEPTIONS IN CPLR ARTICLE 1602

18. One or more of the exceptions in CPLR 1602, including but not limited to subsection 2 (iv) and 7 are applicable to all causes of action and defendants are jointly and severally liable with all other tort-feasors whether parties to this action or not.

WHEREFORE, Plaintiff Ying Li, by and through her attorneys, Demidchik Law Firm, demands judgment against the Defendants, for damages in excess of the jurisdictional limits of all lower courts on each of the causes of action, with interest, costs and disbursements as permitted by law.

Dated: Flushing, New York
October 31, 2018



DEMIDCHIK LAW FIRM
By: Jason C. Molesso, Esq.
Attorneys for Plaintiff
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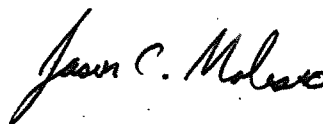
VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF QUEENS)

The undersigned, an attorney duly admitted to practice in the State of New York, under the penalties of perjury affirms as follows:

1. I am one of the attorneys for the Plaintiff in this action.
2. I have read the foregoing Amended Summons & Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief and, as to those matters, I believe them to be true.
3. The reason this verification is made by me and not by Plaintiff is that Plaintiff is not presently within the county wherein Plaintiff's attorneys' offices are located.
4. The grounds of my belief as to all matters not stated upon my own knowledge are investigations made and reports of investigation received by me.

Dated: Flushing, New York
October 31, 2018



DEMIDCHIK LAW FIRM, P.C.
By: Jason C. Molesso, Esq.