

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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ZAYDAN SAROTIC-RONNEBURG, an infant, by his
mother and natural guardian MERIMA RONNEBURG, and
MERIMA RONNEBURG, individually,

Plaintiff(s),

Index No:

-against-

PETITION

RACHEL COOK and AIRBNB, INC.,

Defendant(s),

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The Petition of **MERIMA SAROTIC-RONNEBURG**, respectfully shows to this Court
and alleges:

1. I am one of the plaintiffs in the action herein and currently reside at 1320
Crestmont Avenue, Roseville, CA 95661. I am the mother and natural guardian of the infant
plaintiff, **ZAYDAN SAROTIC-RONNEBURG**, and I make this Petition for the purpose of
compromising and settling the cause of action for personal injuries sustained by the infant
plaintiff, **ZAYDAN SAROTIC-RONNEBURG**, who is now two (2) years of age, having been
born on May 5, 2014.

2. In light of his age, my son cannot be sworn and declared competent to sign an
Affidavit in this matter. In addition, due to the ages of my children and their educational
obligations, as well as the fact that both my husband and I are employed full-time in California,
it is very difficult to appear in New York, financially and otherwise. The cost of this trip would
be severe for our family. Photographs of my son’s injuries, as well as the present day condition
of his injuries, are annexed hereto as **Exhibit “A.”** Most importantly, our family has applied for
adoption of a fourth child and after submitting for a three (3) month old, we are awaiting

approval, which can come any day. As such, appearing in New York is extraordinarily difficult under these circumstances.

3. I retained **THE LAW FIRM OF DMITRIY SHAKHNEVICH, P.L.L.C.**, to prosecute a cause of action on behalf of my infant son, **ZAYDAN SAROTIC-RONNEBURG**. A Retainer Agreement was signed in this matter on November 17, 2015. Pursuant to the aforesaid Retainer, I agreed to pay **THE LAW FIRM OF DMITRIY SHAKHNEVICH, P.L.L.C.**, a fee of 33 1/3 percent of the total sum recovered, plus disbursements.

4. This is a cause of action for personal injuries sustained by the infant **ZAYDAN SAROTIC-RONNEBURG**, on June 7, 2015, in a Brooklyn AirBnB rental apartment, located at 16 Lawton St, Brooklyn, NY 11221, when the top of an unsecured glass table fell on my son's foot, lacerating his big toe. Our family was lawfully upon the premises. As such, this accident was caused solely because of the improper ownership, maintenance and control of the property in question. The table was allowed to remain in a state of danger and disrepair, posing a hazard to our son. There were no warning signs and nothing that could have prevented this accident on the part of our family. A claim was initiated with Crawford & Company, U.S. Property and Casualty Insurance, under claim number H-BMQBJRDF. A copy of defendants' insurance carrier's letter is annexed hereto as **Exhibit "B."**

5. As a result of the foregoing incident, my son was injured and suffered a toe laceration and accompanying trauma. He received medical care at Wyckoff Heights Medical Center, Sutter Medical Foundation and Shriners Hospitals for Children (medical reports are annexed hereto as **Exhibit "C"**) and later came under the treatment of Dr. Mary Ann Ellis Jammal, M.D.

6. As a result of the defendants' negligence, an action is brought in the Supreme Court, County of Kings on behalf of my infant son, **ZAYDAN SAROTIC-RONNEBURG**, for the injuries he sustained as more fully set forth above and for loss of services on my behalf.

7. On April 22, 2016 defendants' insurance carrier, Crawford & Company, U.S. Property and Casualty Insurance tendered the sum of **NINETEEN THOUSAND (\$19,000.00) DOLLARS**. This sum has been offered as up-front cash with the applicable payouts set forth below.

8. There are no lost wages claimed on behalf of my infant son since he was not employed at the time of the incident.

9. I herein waive any cause of action I may have for loss of services with respect to my son's accident and the Court is advised that there are no outstanding liens due and owing herein.

10. I request that the Court accept this Petition on behalf of the infant plaintiff in order that a Compromise Order be signed, so that the money may be placed in a bank account for the benefit of the infant plaintiff as soon as possible in order to earn interest.

11. I have discussed this settlement with my attorneys, as well as the fact that my son has achieved maximum medical improvement in regard to the injuries sustained and has fully recovered from the injuries sustained in this incident, as noted by Dr. Jammal. I believe that this offer of settlement is fair and reasonable for the following reasons: I have been advised that, should a trial have commenced, a jury may have believed defendants' contentions that they were not negligent and that my infant son has made a complete recovery from the injuries sustained in this incident and render a verdict in favor of the defendants. Furthermore, the defendants tendered an amount which fully compensates for my son's injuries, in light of the fact that my

son's injuries included no fractures or malalignments, bony lesions or foreign bodies. I, therefore, propose that my son's claim be settled in the sum of **NINETEEN THOUSAND (\$19,000.00) DOLLARS**.

12. The medical and hospital expenses incurred as a result of the injuries sustained by my infant son were paid and there are no outstanding medical bills.

13. My attorney has been zealous, helpful and forthcoming over the course of this case. I propose that my attorneys' fee, the sum of **SIX THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 (\$6,333.33) DOLLARS** be approved. This fee is fair and reasonable in view of difficult liability and the injuries sustained in this accident.

14. My attorneys' total expenses and disbursements for the prosecution of the action on behalf of my infant son are **THREE HUNDRED AND FIFTY AND 00/100 (\$350.00) DOLLARS**. I propose that the total sum of the expenses and disbursements be reimbursed to my attorneys from my case.

15. As set forth above, I hereby waive any cause of action I may have for loss of services with respect thereto.

16. That neither myself nor any member of the infant plaintiff **ZAYDAN SAROTIC-RONNBURG's** family has made a claim for damages alleged to have been suffered as a result of the same occurrence giving rise to the infant's claim other than what is set forth above.

17. No previous application has been made for the relief sought herein.

WHEREFORE, I respectfully request that an Order be entered as above requested in all respects: that I be permitted to sign and execute a General Release for the compromise sum herein; that the filing of a bond be dispensed with, and that the monies be distributed as set forth herein.

Dated: (City) _____, (State) _____

Date:

MERIMA SAROTIC-RONNEBURG