

EXHIBIT 1

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

ODETTE PICHARDO,

Plaintiff(s),

-against-

THE CITY OF NEW YORK, 125 UPTOWN REALTY LLC,
216-220 WEST 125TH STREET, LLC, URBAN BRANDS,
INC., D/B/A ASHLEY STEWART LTD AND LANE
BRYANT # 6389 OF NEW YORK, LLC.,

Defendant(s).

SUMMONS

Index no.: 150063/2011

Date filed: 3-22-11

TO THE ABOVE NAMED DEFENDANT(s):

YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on plaintiff's attorneys within 20 days after service of this summons, exclusive of the day of service, or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, Judgment will be taken against you by default for the relief demanded in the Complaint.

The basis of venue is the location of the occurrence pursuant to CPLR §504(3).

The location of the occurrence is 224 125th Street, City of New York, State of New York, County of New York.

DATED: Queens, New York
March 22, 2011

Yours, etc.,

Edward C. Lehman

Edward C. Lehman, Esq.
SCOTT BARON & ASSOCIATES, P.C.
Attorney for Plaintiff(s)
159-49 Crossbay Blvd
Howard Beach, NY 11414
(718)738-9800
File # 10-7914

DEFENDANTS' ADDRESS(ES):

Michael A. Cardozo, Esq.
Attorneys for Defendant
THE CITY OF NEW YORK
Corporation Counsel
100 Church Street
New York, New York 10007

125 UPTOWN REALTY, LLC
C/O JENEL MANAGEMENT CORP.
275 MADISON AVE, SUITE 702
NEW YORK, NY 10016

216-220 WEST 125TH STREET, LLC
940 THIRD AVENUE
NEW YORK, NY 10022

URBAN BRANDS, INC.,
D/B/A ASHLEY STEWART LTD.
C/O Corporation Service Company
80 State Street
Albany, NY 12207

LANE BRYANT # 6389 OF NEW YORK, LLC
Corporation Service Company
80 State Street
Albany, NY 12207

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

-----X
ODETTE PICHARDO,

Plaintiff(s),

**VERIFIED
COMPLAINT**

-against-

Index no.:

THE CITY OF NEW YORK, 125 UPTOWN REALTY LLC,
216-220 WEST 125TH STREET, LLC, URBAN BRANDS,
INC., D/BA ASHLEY STEWART LTD AND LANE
BRYANT # 6389 OF NEW YORK, LLC.

Defendant(s).
-----X

Plaintiff ODETTE PICHARDO, complaining of the defendants by her attorneys SCOTT
BARON & ASSOCIATES, P.C., alleges upon information and belief as follows:

**AS AND FOR A FIRST CAUSE OF ACTION
AS AGAINST DEFENDANT THE CITY OF NEW YORK**

1. That at the time of the commencement of this action, plaintiff ODETTE PICHARDO resided in the County of New York, State of New York.
2. That the cause of action alleged herein arose in the County of New York, City and State of New York.
3. That this action falls within one or more of the exemptions set forth in CPLR §1602.
4. That on September 15, 2010, and at all times herein mentioned, defendant THE

CITY OF NEW YORK was and still is a domestic municipal corporation.

5. That prior hereto on or about September 21, 2010, and within the time prescribed by law, a sworn Notice of Claim stating, among other things, the time when and place where the injuries and damages were sustained, together with plaintiff's demands for adjustment thereof was duly served on the claimant's behalf on the Comptroller of the City of New York and that thereafter said Comptroller for the City of New York refused or neglected for more than thirty (30) days and up to the commencement of this action to make any adjustment or payment thereof, and that thereafter, and within the time provided by law, this action was commenced.

6. That a hearing of the plaintiff was held on February 25, 2011 pursuant to §50-h of the General Municipal Law.

7. That on September 15, 2010, and at all times herein mentioned, a premises existed in the County of New York, State of New York with the address of 224 125th Street, New York, County of New York, State of New York.

8. That on September 15, 2010, and at all times herein mentioned, a public thoroughfare and sidewalk existed in front of and/or adjacent to the premises located at 224 125th Street, New York, County of New York, State of New York.

9. That on September 15, 2010, and at all times herein mentioned, the aforesaid thoroughfare and related sidewalk portions in front of and/or adjacent to the above-mentioned premises were owned by defendant THE CITY OF NEW YORK.

10. That on or about September 15, 2010 and at all times herein mentioned, defendant THE CITY OF NEW YORK its agents, servants, and/or employees maintained the aforesaid sidewalk in front of and/or adjacent to the aforesaid location.

11. That on or about September 15, 2010, and at all times herein mentioned, defendant THE CITY OF NEW YORK its agents, servants, and/or employees managed the aforesaid sidewalk in front of and/or adjacent to the aforesaid location.

12. That on or about September 15, 2010, and at all times herein mentioned, defendant THE CITY OF NEW YORK its agents, servants, and/or employees controlled the aforesaid sidewalk in front of and/or adjacent to the aforesaid location.

13. That on September 15, 2010, and at all times herein mentioned, it was the duty of defendant THE CITY OF NEW YORK to maintain the public sidewalks, more specifically the sidewalk in front of and adjacent to on sidewalk in front of 224 125th Street, New York, County of New York, State of New York, in a reasonably safe condition.

14. That on September 15, 2010, plaintiff ODETTE PICHARDO, was a lawful pedestrian at the aforementioned location.

15. That on September 15, 2010, while plaintiff ODETTE PICHARDO, was lawfully walking at the aforesaid location, plaintiff was caused to trip/slip and fall and sustain severe and permanent injuries.

16. The above mentioned occurrence and the results thereof were caused by the negligence of the defendant THE CITY OF NEW YORK and/or said defendant's servants, agents, employees and/or licensees in the ownership, operation, management, maintenance and control of the aforesaid sidewalk in causing, allowing and permitting said sidewalk at the place above-mentioned to be, become and remain for a period of time after notice, either actual or constructive in a hazardous condition; in failing to properly maintain said sidewalk; in failing to properly maintain said area; in allowing the sidewalk to become and remain covered with snow

and/or ice; in failing to inspect said pedestrian sidewalk; in failing to remove snow and/or ice existing thereat; in failing to place a non-slip substance on said pedestrian sidewalk; in failing to properly remove snow and/or ice existing thereat; in failing to spread salt and/or sand, and, in failing to take any and all preventative measures to melt and/or remove snow and/or ice existing thereat; in improperly shoveling snow; in negligently shoveling snow; in causing, permitting and allowing a trap, hazard and nuisance to be and exist for an excessive and unreasonable period of time, despite actual and constructive notice; in failing to take any necessary steps to alleviate said slippery, hazardous condition; in failing to properly clear said pedestrian sidewalk for the safe walkway of pedestrians, more specifically the plaintiff herein; in failing to erect barricades, or otherwise restrict use of the aforesaid area to prevent a hazard, trap and nuisance from endangering the general public and, more particularly, plaintiff herein; in failing to warn the general public and, more particularly, claimant herein, of the subject hazard, trap and nuisance; in failing to have manuals, rules, regulations and guidelines with regards to the removal of snow and/or ice; in failing to have manuals, rules, regulations and guidelines with regards to applying sand, salt and/or similar type protective substance on snow and/or ice; in failing to have rules, regulations and guidelines relating to safety of the pedestrians using said sidewalk; in failing to enforce any rules, regulations and guidelines that were existing; in permitting and allowing snow and/or ice to exist on the pedestrian sidewalk thereat, despite actual and/or constructive notice; in causing, allowing and permitting an obstruction to plaintiff's safe passage at said location; in causing, allowing and permitting the existence of a condition which constituted a trap, nuisance, menace and danger to lawful pedestrians; in failing to have taken necessary steps and measures to have prevented the above mentioned location from being used while in said dangerous, slippery condition; in failing

to give plaintiff adequate and timely signal, notice or warning of said condition; in negligently and carelessly causing and permitting the above said sidewalk to be 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 sidewalk; in negligently repairing the aforesaid sidewalk; in failing to avoid the aforesaid accident which was foreseeable, and in being otherwise careless, reckless, and negligent in the supervision, management, and control of snow removal at the aforesaid location. Claimant further relies on the doctrine of Res Ipsa Loquitur.

17. That upon information and belief, defendant THE CITY OF NEW YORK had actual notice of this defective condition for at least fifteen (15) days prior to September 15, 2010.

18. That no negligence on the part of the plaintiff contributed to the occurrence alleged herein in any manner whatsoever.

19. That because of the above stated premises, plaintiff was caused to sustain serious injuries and to have suffered pain, shock, mental anguish; that 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 and attention; and plaintiff was and will continue to be rendered unable to perform plaintiff's normal activities and duties and has sustained a resultant loss therefrom.

20. That because of the above stated premise plaintiff was damaged in an amount exceeding the jurisdictional limits of all lower Courts which would otherwise have jurisdiction.

AS FOR A SECOND CAUSE OF ACTION

21 The plaintiff repeats, reiterates, and realleges each and every allegation of the

preceding cause of action as if more fully set forth herein at length.

22. That this action falls within one or more of the exemptions set forth in CPLR §1602.

23. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

24. That on or about September 15, 2010, and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

25. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, was a partnership duly organized and existing under and by virtue of the laws of the State of New York.

26. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, was a limited partnership duly organized and existing under and by virtue of the laws of the State of New York.

27. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, was a limited liability corporation duly organized and existing under and by virtue of the laws of the State of New York.

28. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, was a sole proprietorship duly organized and existing under and by virtue of the laws of the State of New York.

29. That on or about September 15, 2010, and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, was conducting business as 125 UPTOWN REALTY LLC .

30. That on or about September 15, 2010, and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, maintained a principal place of business in the County of New York and State of New York, located at 224 125th Street, New York, New York

31. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, maintained a principal place of business within the State of New York at 216-220 West 125th Street and 222-224 West 125th Street, New York, New York.

32. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, owned the premises commonly known as 216-220 West 125th Street and 222-224 West 125th Street, New York, New York.

33. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees maintained said premises.

34. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees managed said premises.

35. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees controlled said premises.

36. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees operated said premises.

37. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees owned the common areas of said premises.

38. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees maintained the common areas of said premises including the abutting sidewalk.

39. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees managed the common areas of said premises.

40. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees controlled the common areas of said premises.

41. That on or about September 15, 2010 and at all times herein mentioned defendant 125 UPTOWN REALTY LLC, its agents, servants, and/or employees operated the common areas of said premises.

42. That on or about September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

43. That on or about September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, was a partnership duly organized and existing under and by virtue of the State of New York.

44. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, was a limited liability corporation duly organized and existing under and by virtue of the laws of the State of New York.

45. That on September 15, 2010 and at all the times herein mentioned, the defendant

216-220 WEST 125th STREET, LLC, was a sole proprietorship duly organized and existing under and by virtue of the laws of the State of New York.

46. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, maintained a principal place of business in the State of New York.

47. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, was licensed to do business as 216-220 WEST 125th STREET, LLC.

48. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, was an owner of the premises known as 216-220 West 125th Street and 222-224 West 125th Street, New York, New York.

49. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, was a lessor of the aforesaid premises.

50. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, was a lessee of the aforesaid premises.

51. That on February 15, 2006 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, its agents, servants, and/or employees operated the aforesaid premises.

52. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, its agents, servants, and/or employees managed the aforesaid premises.

53. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, its agents, servants, and/or employees maintained the aforesaid premises.

54. That on September 15, 2010 and at all the times herein mentioned, the defendant 216-220 WEST 125th STREET, LLC, its agents, servants, and/or employees controlled the aforesaid premises.

55. That on or about September 15, 2010 and at all times herein mentioned defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD was and still is a foreign corporation duly organized and existing under and by virtue of the laws of the State of New York.

56. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD was the owner of the premises known as 216-220 West 125th Street and 222-224 West 125th Street, New York, New York.

57. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD was a lessor of the aforesaid premises.

58. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD was a lessee of the aforesaid premises.

59. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD operated the aforesaid premises.

60. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD maintained the aforesaid premises.

61. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD managed the aforesaid premises.

62. That on or about September 15, 2010 and at all times herein mentioned, defendant

URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD, controlled the aforesaid premises.

63. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD, was the owner of the premises known as 216-220 West 125th Street and 222-224 West 125th Street, New York, New York.

64. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD, was a lessor of the aforesaid premises.

65. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD, was a lessee of the aforesaid premises.

66. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD, operated the aforesaid premises.

67. That on or about September 15, 2010 and at all times herein mentioned, defendant URBAN BRANDS, INC., d/b/a ASHLEY STEWART LTD, maintained the aforesaid premises.

68. That on September 15, 2010 and at all times herein mentioned, defendant LANE BRYANT # 6389 OF NEW YORK was and still is a domestic corporation.

69. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

70. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, was a partnership duly organized and existing under and by virtue of the laws of the State of New York.

71. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, was a limited partnership duly organized and existing under and by virtue of the laws of the State of New York.

72. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, was a limited liability corporation duly organized and existing under and by virtue of the laws of the State of New York.

73. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, was a sole proprietorship duly organized and existing under and by virtue of the laws of the State of New York.

74. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, was conducting business as LANE BRYANT # 6389 OF NEW YORK.

75. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, maintained a principal place of business in the County of New York and State of New York, located at 224 125th Street, New York, New York

76. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, maintained a principal place of business within the State of New York.

77. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK owned the premises commonly known as 216-220 West 125th Street and 222-224 West 125th Street, New York, New York.

78. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees maintained said premises.

79. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees managed said premises.

80. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees controlled said premises.

81. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees operated said premises.

82. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees owned the common areas of said premises.

83. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK its agents, servants, and/or employees maintained the common areas of said premises.

84. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees managed the common areas of said premises.

85. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees controlled the common areas of said premises.

86. That on or about September 15, 2010 and at all times herein mentioned defendant LANE BRYANT # 6389 OF NEW YORK, its agents, servants, and/or employees operated the common areas of said premises.

87. That on September 15, 2010 plaintiff ODETTE PICHARDO, was a lawful pedestrian at the above-mentioned location.

88. That on September 15, 2010, while plaintiff ODETTE PICHARDO, was lawfully walking at the aforesaid location, plaintiff was caused to trip/ fall and sustain severe and permanent injuries.

89. The above mentioned occurrence and the results thereof were caused by the negligence of the defendants and/or said defendants' servants, agents, employees and/or licensees in the ownership, operation, management, maintenance and control of the aforesaid sidewalk in causing, allowing and permitting said sidewalk at the place above-mentioned to be, become and remain for a period of time after notice, either actual or constructive in a hazardous condition; in failing to properly maintain said sidewalk; in failing to properly maintain said area; in allowing the sidewalk to become and remain covered with snow and/or ice; in failing to inspect said pedestrian sidewalk; in failing to remove snow and/or ice existing thereat; in failing to place a non-slip substance on said pedestrian sidewalk; in failing to properly remove snow and/or ice existing thereat; in failing to spread salt and/or sand, and, in failing to take any and all preventative measures to melt and/or remove snow and/or ice existing thereat; in improperly shoveling snow; in

negligently shoveling snow; in causing, permitting and allowing a trap, hazard and nuisance to be and exist for an excessive and unreasonable period of time, despite actual and constructive notice; in failing to take any necessary steps to alleviate said slippery, hazardous condition; in failing to properly clear said pedestrian sidewalk for the safe walkway of pedestrians, more specifically the plaintiff herein; in failing to erect barricades, or otherwise restrict use of the aforesaid area to prevent a hazard, trap and nuisance from endangering the general public and, more particularly, plaintiff herein; in failing to warn the general public and, more particularly, claimant herein, of the subject hazard, trap and nuisance; in failing to have manuals, rules, regulations and guidelines with regards to the removal of snow and/or ice; in failing to have manuals, rules, regulations and guidelines with regards to applying sand, salt and/or similar type protective substance on snow and/or ice; in failing to have rules, regulations and guidelines relating to safety of the pedestrians using said sidewalk; in failing to enforce any rules, regulations and guidelines that were existing; in permitting and allowing snow and/or ice to exist on the pedestrian sidewalk thereat, despite actual and/or constructive notice; in causing, allowing and permitting an obstruction to plaintiff's safe passage at said location; in causing, allowing and permitting the existence of a condition which constituted a trap, nuisance, menace and danger to lawful pedestrians; in failing to have taken necessary steps and measures to have prevented the above mentioned location from being used while in said dangerous, slippery condition; in failing to give plaintiff adequate and timely signal, notice or warning of said condition; in negligently and carelessly causing and permitting the above said sidewalk to be 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 sidewalk; in negligently repairing the aforesaid

sidewalk; in failing to avoid the aforesaid accident which was foreseeable, and in being otherwise careless, reckless, and negligent in the supervision, management, and control of snow removal at the aforesaid location. Claimant further relies on the doctrine of Res Ipsa Loquitur.

90. That prior to September 15, 2010, the defendants had actual and/or constructive notice of the aforesaid dangerous and defective conditions.

91. That prior to September 15, 2010, the defendants caused and created the aforesaid dangerous and defective conditions.

92. That no negligence on the part of the plaintiff contributed to the occurrence alleged herein in any manner whatsoever.

93. That because of the above stated premises, plaintiff was caused to sustain serious injuries and to have suffered pain, shock, mental anguish; that 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 and attention; and plaintiff was and will continue to be rendered unable to perform plaintiff's normal activities and duties and has sustained a resultant loss therefrom.

94. That because of the above, plaintiff was damaged in an amount exceeding the jurisdictional limits of all lower Courts which would otherwise have jurisdiction.

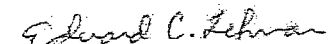
WHEREFORE:

a) Plaintiff ODETTE PICHARDO demands judgment in the First Cause of Action against the defendant THE CITY OF NEW YORK in an amount exceeding the jurisdictional limits of all lower Courts which would otherwise have jurisdiction;

b) Plaintiff ODETTE PICHARDO demands judgment in the Second Cause of Action against the defendants 125 UPTOWN REALTY LLC, 216-220 WEST 125TH STREET, LLC, URBAN BRANDS, INC., D/BA ASHLEY STEWART LTD AND LANE BRYANT # 6389 OF NEW YORK, LLC., in an amount exceeding the jurisdictional limits of all lower Courts which would otherwise have jurisdiction;

Dated: Queens, NY
March 22, 2011

Yours, etc.,


Edward C. Lehman, Esq.
SCOTT BARON & ASSOCIATES, P.C.
Attorneys for Plaintiff(s)
ODETTE PICHARDO
159-49 Cross Bay Blvd
Howard Beach, NY 11414
(718)738-9800
File # 10-7914

STEVEN G. DAVIS
Notary Public, State Of New York
Qualified in Orange County *Brock*
Registration #02DA6079930
Commission Expires September 3, *2014*

File #: 10-7914

Index #:

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

ODETTE PICHARDO

Plaintiff(s),

-against-

THE CITY OF NEW YORK, 125 UPTOWN REALTY LLC,
216-220 WEST 125TH STREET, LLC, URBAN BRANDS, INC.,
D/B/A ASHLEY STEWART LTD AND LANE BRYANT # 6389
OF NEW YORK, LLC.,

Defendant(s).

SUMMONS WITH VERIFIED COMPLAINT

Edward C. Lehman

Edward C. Lehman, Esq.

SCOTT BARON & ASSOCIATES, P.C.

Attorney for Plaintiff(s)

159-49 Cross Bay Boulevard

Howard Beach, New York 11414

(718) 738-9800

Index # 150063/2011

Purchased/Filed: March 22, 2011

Attorney(s):

AFFIDAVIT OF SERVICE ON A CORPORATION BY THE SECRETARY OF STATE

State of New York

Supreme Court

New York County

Odette Pichardo

Plaintiff

against
The City of New York et al

Defendant

STATE OF NEW YORK)
COUNTY OF ALBANY) SS
CITY OF ALBANY)**DESCRIPTION OF PERSON SERVED:**

Approx. Age: 24 Yrs.

Weight: 175 Lbs. Height: 6' 1" Sex: Male Color of skin: White

Hair color: Brown Other:

Paula Cole, being duly sworn, deposes and says: deponent is over
the age of eighteen (18) years; that on March 28, 2011, at 3:23 pm, at the office of theSecretary of State of the State of New York in the City of Albany, New York deponent served the annexed
Summons & Verified Complaint, Index # & Date of Filing Endorsed Thereon, Court Notice Regarding
Availability of Electronic Filing

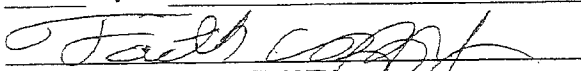
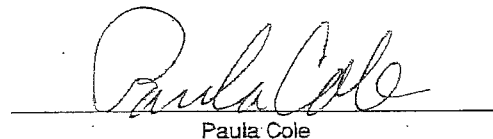
on Urban Brands Inc dba Ashley Stewart Ltd., the

Defendant in this action, by delivering to and leaving with Chad Matice,

AUTHORIZED AGENT in the Office of the Secretary of State, of the State of New York, personally at the
Office of the Secretary of State of the State of New York, two (2) true copies thereof and that at the time of
making such service, deponent paid said Secretary of State a fee of 40 dollars; That said service
was made pursuant to Section BUSINESS CORPORATION LAW §306.Deponent further says that deponent knew the person so served as aforesaid to be the agent in the Office
of the Secretary of State of the State of New York, duly authorized to accept such service on behalf of said
defendant.

Sworn to before me on this

28th day of March, 2011

FAITH COZZY
NOTARY PUBLIC, State of New York
No. 01CO6158574, Albany County
Commission Expires Jan 8, 2015
Paula Cole

Invoice-Work Order # 1105017

State of New York - Department of State
Receipt for Service

Receipt #: 201104040147

Cash #: 201104040148

Date of Service: 03/28/2011

Fee Paid: \$40 - CHECK

Service Company: 02 ALEXANDER POOLE & CO., INC. - 02

Service was directed to be made pursuant to: SECTION 306 OF THE BUSINESS
CORPORATION LAW

Party Served: ASHLEY STEWART LTD.

Plaintiff/Petitioner:

PICHARDO, ODETTE

Service of Process Address:

C/O CORPORATION SERVICE COMPANY

80 STATE STREET

ALBANY, NY 12207-2543

Secretary of State
By CHAD MATICE

P. 1

* * * Communication Result Report (Oct. 19. 2011 1:06PM) * * *

1} scott baron & associates pc
2}

Date/Time: Oct. 19. 2011 1:02PM

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SCOTT BARON & ASSOCIATES, P.C.
 159-49 Cross Bay Boulevard
 Howard Beach New York, 11414
 (718) 738-9800

FACSIMILE TRANSMISSION

TO: Angela McCarthy
COMPANY: Liberty Mutual
FAX NO.: 603-334-0235
DATE: October 19, 2011
FROM: Edward C. Lehman
RE: Odette Pichardo
Message: Pichardo Complaint and Affidavit of Service to follow
FAX: 718-738-9800
Pages including cover sheet 24

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