

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

Index No.:
Date Purchased:

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XXXXXXXXXXXXXXXXXXXX,

Plaintiff(s),

-against-

**TAK LI CONSTRUCTION (NEW YORK) INC.
a/k/a TAK LI CONSTRUCTION INC. and
202 CENTRE STREET REALTY, LLC,**

Defendant(s).

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SUMMONS

Plaintiffs designate
New York
County as the place of trial.

The basis of venue is:
Plaintiff's residence

Plaintiff resides at:
XXXXXXXXXXXXXXXXXX
New York, New York
County of New York

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 attorneys within twenty days after the service 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: Mineola, New York
March 25, 2008

DANIEL FLANZIG
FLANZIG and FLANZIG, LLP,
Attorneys for Plaintiff(s)
323 Willis Avenue, P.O. Box 669
Mineola, N.Y. 11501-0669
516-741-8222

Defendants' Addresses:

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

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XXXXXXXXXXXXXXXXXX,

Plaintiff,
VERIFIED COMPLAINT

-against-

Index No.:

**TAK LI CONSTRUCTION (NEW YORK) INC.
a/k/a TAK LI CONSTRUCTION INC. and
202 CENTRE STREET REALTY, LLC,**

Defendants.

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Plaintiff, by his attorneys, FLANZIG and FLANZIG, LLP, complaining of the Defendants, respectfully alleges upon information and belief:

FIRST: That at all times hereinafter mentioned, Plaintiff was a resident of the County of New York, State of New York.

SECOND: That at all times hereinafter mentioned, and upon information and belief, the Defendant, **TAK LI CONSTRUCTION (New York) INC a/k/a TAK LI CONSTRUCTION INC.**, was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

THIRD: That at all times hereinafter mentioned, and upon information and belief, the Defendant, **202 CENTRE STREET REALTY, LLC**, was and still is a limited liability company duly authorized to transact business within the State of New York.

FOURTH: That at all times hereinafter mentioned, the Defendant, **TAK LI CONSTRUCTION (NEW YORK) INC. a/k/a TAK LI CONSTRUCTION INC.**, maintained the offices for transaction of business at XXXXX Street, New York, New York.

FIFTH: That at all times hereinafter mentioned, the Defendant, **202 CENTRE STREET REALTY, LLC**, maintained the offices for transaction of business at XXXX, New York, New York.

SIXTH: That at all times hereinafter mentioned, the Defendant, **TAK LI CONSTRUCTION (NEW YORK) INC. a/k/a TAK LI CONSTRUCTION INC.**, owned the premises and building known as 202 Centre Street, New York, New York.

SEVENTH: That at all times hereinafter mentioned the Defendant, **202 CENTRE STREET REALTY, LLC**, owned the premises and building known as 202 Centre Street, New York, New York.

EIGHTH: That at all times hereinafter mentioned and upon information and belief, the Defendant, **TAK LI CONSTRUCTION (NEW YORK) INC. a/k/a TAK LI CONSTRUCTION INC.**, its agents, servants and/or employees entered into a contract to perform certain renovation work at the premises known as 202 Centre Street, New York, New York.

NINTH: That at all times hereinafter mentioned and upon information and belief, the Defendant, **TAK LI CONSTRUCTION (NEW YORK) INC. a/k/a TAK LI CONSTRUCTION INC.**, was charged with the responsibility of maintaining the premises, sidewalk and public roadway adjacent to 202 Centre Street, New York, New York.

TENTH: That at all times hereinafter mentioned and upon information and belief, the Defendant, **202 CENTRE STREET REALTY, LLC**, was charged with the responsibility of maintaining the premises, sidewalk and public roadway adjacent to 202 Centre Street, New York, New York.

ELEVENTH: The Defendants, **202 CENTRE STREET REALTY, LLC and TAK LI CONSTRUCTION (NEW YORK) INC. a/k/a TAK LI CONSTRUCTION INC.**, their

agents, servants and/or employees undertook renovations at the premises known as 202 Centre Street, New York, New York.

TWELFTH: The Defendants, **202 CENTRE STREET REALTY, LLC and TAK LI CONSTRUCTION (NEW YORK) INC. a/k/a TAK LI CONSTRUCTION INC.**, were charged with the responsibility of maintaining the premises, sidewalk and public roadway adjacent to 202 Centre Street, New York, New York.

THIRTEENTH: That on or about the 29th day of July, 2005, at approximately 9:00 a.m., while the Plaintiff, **DAVID R. BICKNELL**, was lawfully and properly riding his bicycle on the public roadway in front of the aforescribed premises, a construction tarp which was in the public roadway was caused to come into contact with the Plaintiff and he was caused to be precipitated to the ground and struck by an unknown vehicle as a result of the negligence of the Defendants and without any negligence on the part of the Plaintiff contributing thereto.

FOURTEENTH: That the Defendants, **202 CENTRE STREET REALTY, LLC and TAK LI CONSTRUCTION (NEW YORK) INC. a/k/a TAK LI CONSTRUCTION INC.**, their agents, servants and/or employees were reckless, careless and negligent in that they failed and omitted to apprehend and comprehend an imminent, dangerous, hazardous and perilous accident situation; failed to take the necessary steps to remedy the same; failed and omitted to employ adequately skilled personnel to own, operate, maintain, manage, control, inspect and perform renovation and repair work at the aforementioned premises and, in particular, the sidewalk and roadway located adjacent to the above-described premises; failed and omitted to properly and reasonably inspect said roadway and failed to safely and properly maintain their construction equipment and construction debris; failed and omitted to warn the Plaintiff and the

general public of the existence of the aforesaid dangerous and hazardous condition by the use of cones, paint or other warning devices; and caused, allowed and permitted the aforesaid sidewalk and roadway to become and remain in a dangerous, hazardous and defective condition although the Defendants, knew, or in the exercise of reasonable care, should have known of the hazardous and defective condition and that said condition existed for a substantial period of time prior to the happening of the accident and the Defendants affirmatively and actively caused and created the said condition; the Defendants failed and omitted to maintain the aforescribed sidewalk and roadway in such a way as to eliminate a trap, nuisance and hazard which was created by the Defendants; and the Defendants had actual notice and knowledge of the aforesaid dangerous, hazardous and defective condition prior to the happening of the accident, and despite such notice, neglected, failed and refused to take any action to remedy the aforesaid dangerous and hazardous condition, or if such action was taken, such action was taken in a negligent and careless manner and the Defendants failed to eliminate the trap, nuisance and hazard which was created by them and of which it had actual notice and knowledge and the Defendant, **202 CENTRE STREET REALTY, LLC**, failed to require the Defendant, **TAK LI CONSTRUCTION (NEW YORK), INC. a/k/a TAK LI CONSTRUCTION INC.**, to properly repair and maintain said public roadway despite their knowledge of the hazardous and dangerous condition, and the Defendants had a non-delegable duty to maintain the premises, sidewalk and roadway in a reasonably safe condition.

FIFTEENTH: That solely by reason of the negligence of the Defendants as hereinbefore alleged, the said Plaintiff was rendered sick, sore, lame and disabled, and suffered and still suffers great pain and anguish and sustained severe serious and permanent injuries in and about his head,

body, limbs, nerves and nervous system and was obliged to and did seek medical treatment, aid and assistance and was disabled and incapacitated in the performance of his normal duties and his habits and pattern of life was varied.

SIXTEENTH: That as a result of the foregoing, Plaintiff, XXXXXXXXXXXX, was damaged in a sum of money which exceeds the monetary jurisdiction of all lower Courts.

WHEREFORE, Plaintiff demands Judgment against the Defendants in a sum of money which exceeds the monetary jurisdiction of all lower Courts, besides the costs and disbursements of this action.

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