

Newman

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X

VILMA RAMOS

Plaintiff

-against-

VICTORIA'S SECRET STORES, LLC., VICTORIA'S SECRET
STORES BRAND MANAGEMENT, INC., and VICTORIA'S
SECRET DIRECT NEW YORK, LLC.

Defendants

Index No.
Plaintiff designate
Bronx County
as the place of trial

The basis of venue is
Plaintiff's Residence

S U M M O N S

Plaintiff resides at
1456 Louis Nine Blvd.
Bronx, NY 10459

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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 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 in the complaint.

Dated: Bronx, New York
December 20, 2007.

Philip Newman, P.C.
Attorney for Plaintiffs
Office & P.O. Address
860 Grand Concourse
Bronx, NY 10451
(718) 585-3512

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X Index No.

VILMA RAMOS

Plaintiff

VERIFIED COMPLAINT

-against-

VICTORIA'S SECRET STORES, LLC., VICTORIA'S SECRET
STORES BRAND MANAGEMENT, INC., and VICTORIA'S
SECRET DIRECT NEW YORK, LLC.

Defendants

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Plaintiff by her attorney, Philip Newman, Esq., complaining of the
defendants, respectfully alleges as follows:

1. At all times hereinafter mentioned the plaintiff was over the age of 18 and a resident of Bronx County.
2. Upon information and belief all of the defendants are foreign corporations authorized to do business in the state of New York.
3. At all times hereinafter mentioned the defendants owned the premises located at 29 Fulton Street, New York, New York (10038) and operated such as a retail establishment for the sale of ladies garments doing business under the name of Victoria's Secret.
4. Upon information and belief, at all times hereinafter mentioned defendants designed a certain brassiere for sale to the public.

5. Upon information and belief , at all times hereinafter mentioned defendants manufactured a certain brassiere for sale to the public.

6. Upon information and belief, at all times hereinafter mentioned defendants, their agents, servants and employees was a supplier of a certain brassiere for sale to the public.

7. Upon information and belief , at all times hereinafter mentioned defendants, their agents, servants and employees managed , maintained inspected said brassiere and on January 23, 2007, sold same to the plaintiff.

8. That on January 23, 2007, while plaintiff was wearing said brassiere she suffered severe personal injuries.

9. That on and prior to the date of plaintiff's purchase of the brassiere disregarded their duty , negligently permitting the sale of this item to be sold to plaintiff. Defendants permitted the sale of this unsafe product to plaintiff.

10. That said occurrence took place solely and wholly as the result of the defendants' negligence and due to no want of care or any fault on the part of the plaintiff.

11. That as a result of the occurrence, plaintiff suffered, continues to suffer, and will in the future suffer, severe and serious personal injuries, and upon information and belief, some of the injuries are permanent; suffered great personal injuries; suffered great mental anguish; became sick sore and disabled; expended monies for doctors bills medical supplies and other expenses in order to cure plaintiff's injuries and plaintiff was unable to attend her usual activities.

12. That as a result of the occurrence, plaintiff has been damaged in an amount that exceeds the jurisdiction of all lower courts.

13. §1600 of the CPLR does not apply or in the alternative all of the exceptions to §1600 of the CPLR do apply.

AS AND FOR A SECOND CAUSE OF ACTION

14. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "13" as if herein set forth in detail.

15. Upon information and belief the aforesaid brassiere, was inherently dangerous and was likely to cause injury to a user thereof because it was negligently designed , manufactured, assembled inspected and there was a failure to properly warn.

16. That on or about January 23, 2007, the plaintiff did use the said brassiere in the manner in which it was intended to be used , and was thereby caused to sustain severe and serious personal and permanent injuries because of the defective nature of this product.

17. That the defendants were careless, reckless and negligent in the design, assembly, inspection, manufacture and warning set forth on said product; in that they knew, or should have known that said product was in a dangerous and defective condition when it left that hand of the manufacturer; in failing to use reasonable care in making inspections and tests on said product; allowing said product to be used without adequate warning thereon; in knowing said product was made of materials, parts and substances which it knew or should have known,

in the exercise of due care, were dangerous, defective and unfit for the purposes for which it was intended, or for foreseeable uses; defendants were further careless, reckless and negligent in failing to properly inspect and maintain said product; in failing to warn plaintiff of the dangerous and defective condition; in failing to properly manufacture, assemble and design said product; in failing to exercise a degree of caution and diligence required under the circumstances then and there existing, and by not abiding by the rule, regulations, ordinances and laws which the court will take judicial notice of at the time of trial.

18. That as a result of the occurrence, plaintiff has been damaged in an amount that exceeds the jurisdiction of all lower courts.

19. §1600 of the CPLR does not apply or in the alternative all of the exceptions to §1600 of the CPLR do apply.

AS AND FOR A THIRD CAUSE OF ACTION

20. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "19" as if herein set forth in detail.

21. That the aforesaid product was inherently dangerous and defective, and more dangerous and defective when improperly manufactured, designed, assembled, maintained, inspected and delivered.

22. That the defendants expressly and impliedly warranted that said product was of merchantable quality and fit for the purposes of its intended use, and for other foreseeable uses.

23. That the plaintiff in the use of said product, had a right to, and did rely on the warranties expressed and implied with said product.

24. That the warranties of the defendants were breached and that said product was not of merchantable quality, was not fit for the purposes of its intended use or for other foreseeable uses, thereby causing the injuries sustained by plaintiff.

25. That as a result of the occurrence, plaintiff has been damaged in an amount that exceeds the jurisdiction of all lower courts.

26. §1600 of the CPLR does not apply or in the alternative all of the exceptions to §1600 of the CPLR do apply.

AS AND FOR A FOURTH CAUSE OF ACTION

27. Plaintiff repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "26" as if herein set forth in detail.

28. That by reason of the foregoing occurrence, the defendants are liable to the plaintiff in Strict Products Liability for the severe and serious injuries which were sustained by the plaintiff.

29. That as a result of the occurrence, plaintiff has been damaged in an amount that exceeds the jurisdiction all lower courts.

30. §1600 of the CPLR does not apply or in the alternative all of the exceptions to §1600 of the CPLR do apply.

WHEREFORE, plaintiff demands judgment against the defendants in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction on each cause of action, together with interest, costs and disbursements.

Dated: Bronx, New York
December 20, 2007.

Yours etc.,

PHILIP NEWMAN, P.C.
Attorney for Plaintiffs
Office & P.O. Address
860 Grand Concourse
Bronx, NY 10451
(718) 585-3512

PART-130 CERTIFICATION

I, Philip Newman, an attorney at law duly admitted to practice before all the Courts of the State of New York affirm the following under penalties of perjury:

To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of all of the within documents and all the contentions contained therein are not frivolous as that term is defined in subsection (c) of Section 130-1.1.

Dated: Bronx, New York
December 20, 2007



PHILIP NEWMAN

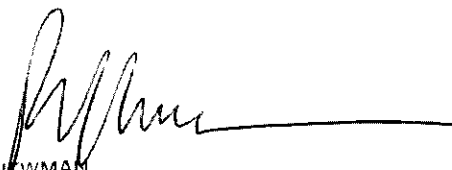
VERIFICATION:

State of New York)
County of Bronx)ss.:

The undersigned, being duly sworn deposes and says: That deponent is the plaintiff herein; that deponents have read the foregoing COMPLAINT and know the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief as to those matters deponent believe it to be true.



Sworn to before me this
20 day of Dec, 2007



PHILIP NEWMAN
Notary Public State of New York
No. 02430000000000000000
Qualified in Nassau County
Term Expires Dec. 31, 2010

===== NOTICE OF ENTRY =====

Sir: Please take notice that the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on 19

Dated,

Yours, etc.,
PHILIP NEWMAN, P.C.

Attorney for

Office and Post Office Address
860 Grand Concourse
Bronx, NY 10451

To:

Attorney(s) for

===== NOTICE OF SETTLEMENT =====
Sir: - Please take notice that an order of which the within is a true copy will be presented for settlement to the Hon. one of the judges of the within named Court, at

on 19
at M.
Dated,

Yours, etc.,
PHILIP NEWMAN, P.C.

Attorney for

Office and Post Office Address
860 Grand Concourse
Bronx, NY 10451

To:

Attorney(s) for

Index No.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX
VILMA RAMOS

Plaintiff

-against-

VICTORIA'S SECRET STORES, LLC.,
VICTORIA'S SECRET STORES BRAND
MANAGEMENT, INC., and VICTORIA'S
SECRET DIRECT NEW YORK, LLC.

Defendants

===== **SUMMONS AND VERIFIED COMPLAINT** =====

Signature (Rule 130-1.1a)

Print name beneath -

PHILIP NEWMAN, P.C.

Attorney(s) for Plaintiff

Office and Post Office Address
860 Grand Concourse
Bronx, NY 10451
(718) 585-3512

To

Attorney(s) for

Service of a copy of the within
is hereby admitted.

Dated,

Attorney(s) for