

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

-----X
ROBERT BLANCO,

Plaintiff,

-against-

PRADA USA CORP., AMERICAN EAGLE
OUTFITTERS, INC., 575 BROADWAY LLC,
575 BROADWAY ASSOCIATES L.P. and
575 BROADWAY CORPORATION,

Defendants.
-----X

Index No.:
Date Filed:

Plaintiffs designate
New York County as the
place of trial.

The basis of the venue
is place of occurrence.

07101644

SUMMONS

Plaintiff resides at:
123 Little York Road
Warwick, NY 10990

To the above named Defendants:

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: New York, New York
February 2, 2007



Sara Director
BARASCH MCGARRY SALZMAN & PENSON
Attorneys for Plaintiff
11 Park Place, Suite 1801
New York, New York 10007
(212) 385-8000

To: PRADA USA CORP.
610 W 52nd Street
New York, New York 10019

AMERICAN EAGLE OUTFITTERS, INC.
c/o C T Corporation System
111 Eight Avenue
New York, New York 10011

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575 BROADWAY LLC
c/o Isidore Falk
75 Wood Lane
Woodmere, New York 11598

575 BROADWAY ASSOCIATES L.P.
Brant-Allen Industries
80 Field Point Road
Greenwich, Connecticut 06830

575 BROADWAY CORPORATION
Peter M. Brant
c/o Brant Allen Industries
80 Field Point Road, 3rd Floor
Greenwich, Connecticut 06830

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ROBERT BLANCO,

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PRADA USA CORP., AMERICAN EAGLE
OUTFITTERS, INC., 575 BROADWAY LLC,
575 BROADWAY ASSOCIATES L.P. and
575 BROADWAY CORPORATION,

VERIFIED COMPLAINT

07101644

Defendants.

-----X

Plaintiff, complaining of the defendants, by his attorneys,
BARASCH MCGARRY SALZMAN & PENSON, upon information and belief, at
all times hereinafter mentioned, respectfully allege as follows:

**FIRST CAUSE OF ACTION ON
BEHALF OF PLAINTIFF, ROBERT BLANCO**

1. Plaintiff, ROBERT BLANCO, resides in the County of Orange,
State of New York.
2. Plaintiff is a firefighter employed by the New York City
Fire Department.
3. Defendant PRADA USA CORP. (hereinafter referred to as
"PRADA") was and still is a foreign business corporation duly
authorized to conduct business in the State of New York.
4. Defendant PRADA had its principal place of business in the
county of New York, State of New York.
5. Defendant PRADA was doing business in the State of New
York.
6. Defendant PRADA owned the premises and parts thereof known

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as 573-575 Broadway Avenue, New York, New York.

7. Defendant PRADA, its agents, servants and/or employees, operated the aforesaid premises.

8. Defendant PRADA, its agents, servants and/or employees controlled the aforesaid premises.

9. Defendant PRADA, its agents, servants and/or employees managed the aforesaid premises.

10. Defendant PRADA, its agents, servants and/or employees, maintained the aforesaid premises.

11. Defendant PRADA, its agents, servants and/or employees, supervised the aforesaid premises.

12. Defendant PRADA, its agents, servants and/or employees, inspected the aforesaid premises.

13. Defendant PRADA, its agents, servants and/or employees, repaired the aforesaid premises.

14. Defendant PRADA, its agents, servants and/or employees, occupied the first floor of the aforementioned premises.

15. Defendant PRADA, its agents, servants and/or employees, occupied the second floor of the aforementioned premises.

16. Defendant PRADA, its agents, servants and/or employees, occupied the third floor of the aforementioned premises.

17. Defendant AMERICAN EAGLE OUTFITTERS, INC. (hereinafter referred to as "AMERICAN EAGLE OUTFITTERS") was and still is a foreign business corporation duly authorized to conduct business in the State of New York.

18. Defendant AMERICAN EAGLE OUTFITTERS had its principal place of business in the county of New York, State of New York.

19. Defendant AMERICAN EAGLE OUTFITTERS was doing business in the State of New York.

20. Defendant AMERICAN EAGLE OUTFITTERS owned the premises and parts thereof known as 573-575 Broadway Avenue, New York, New York.

21. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, operated the aforesaid premises.

22. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees controlled the aforesaid premises.

23. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees managed the aforesaid premises.

24. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, maintained the aforesaid premises.

25. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, supervised the aforesaid premises.

26. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, inspected the aforesaid premises.

27. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, repaired the aforesaid premises.

28. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, occupied the first floor of the aforementioned premises.

29. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, occupied the second floor of the aforementioned premises.

30. Defendant AMERICAN EAGLE OUTFITTERS, its agents, servants and/or employees, occupied the third floor of the aforementioned premises.

31. Defendant 575 BROADWAY LLC was and still is a domestic limited liability company duly organized and existing under and by virtue of the laws of the State of New York.

32. Defendant 575 BROADWAY LLC had its principal place of business in the county of New York, State of New York.

33. Defendant 575 BROADWAY LLC owned the premises and parts thereof known as 573-575 Broadway Avenue, New York, New York.

34. Defendant 575 BROADWAY LLC, its agents, servants and/or employees, operated the aforesaid premises.

35. Defendant 575 BROADWAY LLC, its agents, servants and/or employees controlled the aforesaid premises.

36. Defendant 575 BROADWAY LLC, its agents, servants and/or employees managed the aforesaid premises.

37. Defendant 575 BROADWAY LLC, its agents, servants and/or employees, maintained the aforesaid premises.

38. Defendant 575 BROADWAY LLC, its agents, servants and/or employees, supervised the aforesaid premises.

39. Defendant 575 BROADWAY LLC, its agents, servants and/or

employees, inspected the aforesaid premises.

40. Defendant 575 BROADWAY LLC, its agents, servants and/or employees, repaired the aforesaid premises.

41. Defendant 575 BROADWAY LLC, its agents, servants and/or employees, leased the aforesaid premises to defendant PRADA.

42. Defendant 575 BROADWAY LLC, its agents, servants and/or employees, leased the aforesaid premises to defendant AMERICAN EAGLE OUTFITTERS.

43. Defendant 575 BROADWAY ASSOCIATES L.P. (hereinafter referred to as "575 BROADWAY ASSOCIATES") was and still is a foreign liability partnership duly authorized to conduct business in the State of New York.

44. Defendant 575 BROADWAY ASSOCIATES had its principal place of business in the county of New York, State of New York.

45. Defendant 575 BROADWAY ASSOCIATES was doing business in the State of New York.

46. Defendant 575 BROADWAY ASSOCIATES owned the premises and parts thereof known as 573-575 Broadway Avenue, New York, New York.

47. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees, operated the aforesaid premises.

48. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees controlled the aforesaid premises.

49. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees managed the aforesaid premises.

50. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees, maintained the aforesaid premises.

51. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees, supervised the aforesaid premises.

52. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees, inspected the aforesaid premises.

53. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees, repaired the aforesaid premises.

54. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees, leased the aforesaid premises to defendant PRADA.

55. Defendant 575 BROADWAY ASSOCIATES, its agents, servants and/or employees, leased the aforesaid premises to defendant AMERICAN EAGLE OUTFITTERS.

56. Defendant 575 BROADWAY CORPORATION was and still is a foreign business corporation duly authorized to conduct business in the State of New York.

57. Defendant 575 BROADWAY CORPORATION had its principal place of business in the county of New York, State of New York.

58. Defendant 575 BROADWAY CORPORATION was doing business in the State of New York.

59. Defendant 575 BROADWAY CORPORATION owned the premises and parts thereof known as 573-575 Broadway Avenue, New York, New York.

60. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees, operated the aforesaid premises.

61. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees controlled the aforesaid premises.

62. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees managed the aforesaid premises.

63. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees, maintained the aforesaid premises.

64. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees, supervised the aforesaid premises.

65. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees, inspected the aforesaid premises.

66. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees, repaired the aforesaid premises.

67. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees, leased the aforesaid premises to defendant PRADA.

68. Defendant 575 BROADWAY CORPORATION, its agents, servants and/or employees, leased the aforesaid premises to defendant AMERICAN EAGLE OUTFITTERS.

69. On the 21st day of January, 2006 a fire occurred at 573-575 Broadway Avenue, New York, New York.

70. On the aforesaid date, units of the Fire Department of the City of New York were summoned to the premises to respond to the fire.

71. On the aforesaid date, plaintiff was assigned to one of the units summoned to the premises, and it was his duty to respond

to the fire.

72. On January 21, 2006 and at the aforesaid premises, and while in the performance of his duty as a firefighter imposed upon him by the Fire Commissioner, Fire Chief, or other superior officers of the Fire Department, plaintiff, ROBERT BLANCO, tripped and fell and sustained serious personal injuries.

73. The accident causing injury to the plaintiff occurred as a result of the neglect, omission, willful or culpable negligence of the defendants in failing to comply with certain statutes, ordinances, rules, orders and requirements of the Federal, State and/or City Governments or any or all of their departments, divisions or bureaus, including, but not limited to, the following provisions: New York City Administrative Code §§ 26-228, 26-235, 27-127, 27-128, 27-345, 27-930, 27-931, 27-932, 27-954, 27-956, 27-957, 27-958, 27-2005, 27-2006, and 27-2007; Fire Code of New York State §§ 703.1, 703.1.1, 703.1.2, 703.2, 703.2.2, 703.3, 704.1, 903.1, 903.2, 903.3, 903.3.3, 904.1, 905.1, 910.1; Building Code of New York State §§ 703.1, 704.1, 704.8, 704.8.1, 704.8.2, 704.9, 705.1, 706.1, 707.2, 707.4, 707.7, 707.10, 708.1, 715.1, 716.1, 904.1 and 904.3.

74. General Municipal Law §205-a provides that any person, such as the defendants, who fails to comply with the aforesaid provisions, under the circumstances here present is liable to an employee of the Fire Department, such as plaintiff, who is injured

while in the performance of his duties.

75. As a result of the accident, the plaintiff sustained serious personal injuries, severe physical pain and mental anguish as a result thereof, incapacitation from his usual vocation and avocation, and was caused to undergo medical care and attention, all to his damage in an amount exceeding the jurisdictional limits of all lower courts.

SECOND CAUSE OF ACTION

76. Plaintiff repeats each and every allegation contained in the First Cause of Action with the same force and effect as though herein set forth at length.

77. On the date and at the premises aforesaid and while in the performance of his duty as a firefighter imposed upon him by the Fire Commissioner, Fire Chief or other superior officers of the Fire Department, an accident occurred causing the plaintiff, ROBERT BLANCO, to sustain serious personal injuries through no fault or lack of care on his part.

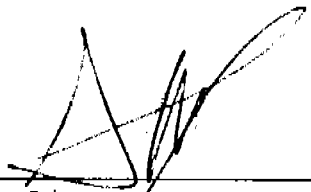
78. Said occurrence was due to the negligence, carelessness, and recklessness of the defendants, by themselves, their agents, servants and/or employees, in the ownership, operation, management, control, maintenance, supervision, inspection, and repair of the aforesaid premises and parts thereof, and through no fault or lack of care on the part of the plaintiff.

79. As a result of the foregoing, the defendants are liable

to the plaintiff in an amount exceeding the jurisdictional limits of all lower courts.

WHEREFORE, the plaintiff, ROBERT BLANCO, demands judgement against the defendants on each of the causes of action in an amount exceeding the jurisdictional limits of all lower courts, together with the costs and disbursements of this action.

Dated: New York, New York
February 2, 2007



Sara Director
BARASCH MCGARRY SALZMAN & PENSON
Attorneys for Plaintiff
11 Park Place - Suite 1801
New York, NY 10007
(212) 385-8000

ATTORNEY'S VERIFICATION


SARA DIRECTOR, an attorney duly admitted to practice in the Courts of New York State, an associate to the firm of BARASCH MCGARRY SALZMAN & PENSON, attorneys for the plaintiff in the within action, hereby affirms under the penalty of perjury:

That she has read the within Summons and Verified Complaint and knows the contents thereof, and that the same is true to her own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters she believes it to be true.

That the sources of her information and knowledge are investigations, medical records, and other records in the file.

That the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff does not reside within the County where the attorney has her office.

Dated: New York, New York
February 2, 2007



Sara Director

Sir(s):

PLEASE TAKE NOTICE that a

of which the within is a
(true)(certified) copy

NOTICE OF ENTRY

was duly entered within named

Court on 200__

NOTICE OF SETTLEMENT

will be presented for settlement
to the
One of the Judges of the within
named Court at the Courthouse at

at O'clock A.M.

Dated: 200__

Yours, etc.

**BARASCH MCGARRY
SALZMAN & PENSON**
Attorneys for Plaintiff
Office & P.O. Address:
11 Park Place - Suite 1801
New York, New York 10007
(212) 385-8000

To:

Attorney(s) for

SUPREME COURT, NEW YORK
COUNTY OF NEW YORK

ROBERT BLANCO,

Plaintiff,

-against-

PRADA USA CORP., AMERICAN EAGLE
OUTFITTERS, INC., 575 BROADWAY LLC,
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575 BROADWAY CORPORATION,

Defendants.

SUMMONS and VERIFIED COMPLAINT

Sara Director
**BARASCH MCGARRY
SALZMAN & PENSON**
Attorneys for Plaintiffs
Office & P.O. Box Address:
11 Park Place - Suite 1801
New York, New York 10007
(212) 385-8000

ADMISSION OF SERVICE

Receipt of a copy of the
within

on 200__

at o'clock

Attorney(s) for

ATTORNEY'S CERTIFICATION

STATE OF NEW YORK, COUNTY OF

FILED
The undersigned, an attorney
admitted to practice in the State
of New York, does hereby certify
pursuant to Section 205 CPLR,
that I have reviewed the within
complaint and have found
it to be true and complete copy
thereof.

To:

Attorney(s) for

Dated: 200__