

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
LUCINDA BAUERMEISTER and ANNA  
RAMOTOWSKA

Index No.: 21868/2015E  
Date Filed: 4/3/15

Plaintiff(s),

**AMENDED VERIFIED  
COMPLAINT**

-against-

CONSOLIDATED EDISON OF NEW YORK;  
CONSOLIDATED EDISON ENERGY DELIVERY  
SERVICES, INC; NEIGHBORHOOD CONSTRUCTION  
SERVICES; DILBER KUKIC, MARIA HRYNENKO;  
MAH REALTY LLC; SUSHI PARK, INC; and HYEONIL  
KIM

Defendant(s).

-----X

Plaintiffs, by their attorneys, RONEMUS & VILENSKY, complaining of the defendants  
herein, respectfully shows to the Court, and allege as follows:

**AS AND FOR A FIRST CAUSE OF ACTION  
ON BEHALF OF THE PLAINTIFF**

1. That this action falls within one or more of the exemptions set forth in CPLR §1602.
2. That at all times herein mentioned, plaintiffs resided at 129 Second Avenue, New York, New York.
3. That on March 26, 2015 at approximately 2:45 pm at or near a building known as 121 Second Avenue, New York, New York (hereinafter referred to as premises)

an explosion, and resulting fire, occurred from leaking gas in or around said building.

4. That said explosion and fire caused the destruction and/or collapse of several buildings in the surrounding area including the buildings located 121 Second Avenue, New York, 119 Second Avenue, New York, New York, and other buildings nearby said location.
5. That on or about March 26, 2015, and at all times herein mentioned, defendants CONSOLIDATED EDISON OF NEW YORK and CONSOLIDATED EDISON ENERGY DELIVERY SERVICES, INC (hereinafter referred to collectively as "CON ED") were and still are domestic business corporations authorized to do business in the State of New York.
6. Upon information and belief and at all times herein mentioned, defendants CON ED, their agents, servants and/or employees, negligently tested and/or inspected the natural gas lines and/or fittings providing natural gas to the premises.
7. Upon information and belief and at all times herein mentioned, defendants CON ED, their agents, servants and/or employees, negligently maintained and/or caused/allowed and/or permitted natural gas to flow into the natural gas lines and/or fittings providing natural gas at the premises, when the natural gas lines and/or fittings were not properly/adequately/fully inspected and/or tested and/or repaired and/or replaced.
8. Upon information and belief, at all times herein mentioned, the defendants CON ED, their agents, servants, and/or employees, caused and created a natural gas

leak to be, become, and remain in or about the premises resulting in an explosion and fire.

9. Upon information and belief, at all times herein mentioned, defendants CON ED had actual and constructive notice of a dangerous and defective condition in or about the premises consisting of knowledge of potential illegal gas line hook ups and attachments and failed to lock down and shut down the entire gas lines prior to the resulting explosion and fire.
10. Upon information and belief, at all times herein mentioned, defendants CON ED, their agents, servants and/or employees, caused and/or created the dangerous natural gas leak to occur due to their failure to perform proper, necessary, and required inspections, repairs, maintenance and replacement of the gas lines involved and shutting and locking down the entire gas main and lines.
11. That at all times herein mentioned defendant MARIA HRYNENKO (hereinafter referred to as MARIA) did own the premises.
12. That on March 26, 2015, defendant MARIA did operate the premises.
13. That on March 26, 2015, defendant MARIA did control the premises.
14. That on March 26, 2015, defendant MARIA did maintain the premises.
15. Plaintiffs contend that the said explosion with its resulting injuries to the plaintiff herein was caused by the negligence of defendant MARIA in owning, operating, controlling and maintaining the premises; in allowing old natural gas lines to remain in and around the premises; in failing to investigate complaints of smelling natural gas leaks in the building; in failing to ensure that the building was safe from natural gas leaks; in not overseeing the replacement of all old and corroded



gas lines; in illegally authorizing and allowing and contracting for the placement of gas lines to various areas of the premises; and was otherwise negligent in the premises.

16. Upon information and belief, at all times herein mentioned, defendant MARIA had actual and constructive notice of a dangerous and defective condition at the premises consisting of a natural gas leak prior to the resulting explosion and fire.
17. That on March 26, 2015, defendant MAH REALTY LLC (hereinafter referred to as MAH) did own the premises.
18. That on March 26, 2015, defendant MAH did operate the premises.
19. That on March 26, 2015, defendant MAH did control the premises.
20. That on March 26, 2015, defendant MAH did maintain the premises.
21. Plaintiffs contend that the said explosion with its resulting injuries to the plaintiffs herein was caused by the negligence of defendant MAH in owning, operating, controlling and maintaining the premises; in allowing old natural gas lines to remain in and around the premises; in failing to investigate complaints of smelling natural gas leaks in the building; in failing to ensure that the building was safe from natural gas leaks; in not overseeing the replacement of all old and corroded gas lines; in illegally authorizing and allowing and contracting for the placement of gas lines to various areas of the premises; and was otherwise negligent in the premises.
22. Upon information and belief, at all times herein mentioned, defendant MAH had actual and constructive notice of a dangerous and defective condition at the

premises consisting of a natural gas leak prior to the resulting explosion and fire and had authorized certain work on the gas lines at the premises.

23. That at all times mentioned herein, defendants NEIGHBORHOOD CONSTRUCTION CORPORATION and DILBER KUKIC, (hereinafter jointly referred to as NEIGHBORHOOD) were performing certain construction, renovation, and reconstruction of gas lines and plumbing lines and similar activities at the premises.
24. Plaintiffs contend that defendants NEIGHBORHOOD caused said explosion and resulting fires and were negligent in their construction and related activities in that said defendants illegally placed certain gas hook ups and attachments to the gas mains and lines at the premises; failed to properly cap the gas lines and mains; allowed gas to escape while working at the premises; failed to secure the necessary and proper permits for gas related construction at the premises; allowing gas to leak and escape while working at the premises; entered into illegal contracts with other defendants herein to hide their illegal activities; and was otherwise negligent in the premises.
25. That at all times herein mentioned defendant SUSHI PARK, INC, hereinafter referred to as SUSHI, owned, operated, controlled and maintained a restaurant known as Sushi Park at 121 Second Avenue, New York, New York.
26. That at all times herein mentioned defendant HYEONIL KIM, hereinafter referred to as KIM, owned, operated, controlled and maintained a restaurant known as Sushi Park at 121 Second Avenue, New York, New York.

27. That at all times herein mentioned, defendants SUSHI and KIM utilized certain gas lines and main for the operation of said restaurant.
28. That at all times herein mentioned, defendants and employees of defendants SUSHI and KIM were aware of leaking gas and smelling gas in and around their premises, and were aware of and contracted for, certain construction to the gas lines and main being performed at the premises.
29. Plaintiffs contend that defendants SUSHI and KIM caused said explosion and resulting fires and were negligent in their construction and related activities in that said defendants illegally placed certain gas hook ups and attachments to the gas mains and lines at the premises; failed to properly cap the gas lines and mains; allowed gas to escape while working at the premises; failed to secure the necessary and proper permits for gas related construction at the premises; allowing gas to leak and escape while working at the premises; entered into illegal contracts with other defendants herein to hide their illegal activities; failed to call the proper authorities upon knowing of leaking gas and were aware of smelling gas in and around the premises; and was otherwise negligent in the premises.
30. That due to the foregoing the plaintiffs were each severely injured, both physically and mentally, and were caused to sustain property damage and loss all to their detriment and all in excess of all lower Courts which would otherwise have jurisdiction over the subject matter.
31. That the aforesaid explosion and injuries resulting to all the plaintiffs were caused solely by the negligence and recklessness of defendants, their agents, servants,



and/or employees and without any negligence on the part of the plaintiffs contributing thereto.

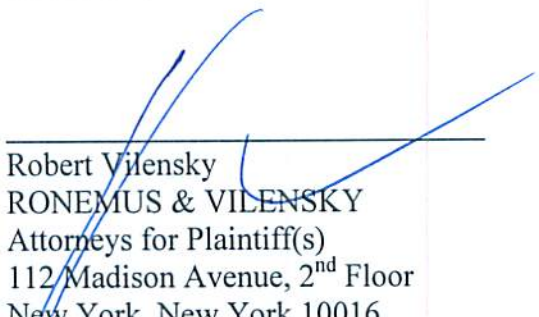
WHEREFORE, plaintiffs each separately demand judgment against the defendants in a sum of money having a present value that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter, all together with the costs and disbursements of this action.

WHEREFORE, due to the foregoing reckless, wanton, careless, outrageous conduct and total disregard of the public safety, plaintiffs each separately demand punitive damages against the defendants in the amount of Twenty Millions Dollars (\$20,000,000.00.)

Dated: New York, New York

Thursday, April 02, 2015

Yours, etc.,



---

Robert Viletsky  
RONEMUS & VILENSKY  
Attorneys for Plaintiff(s)  
112 Madison Avenue, 2<sup>nd</sup> Floor  
New York, New York 10016  
(212) 779-7070

STATE OF NEW YORK, COUNTY OF NEW YORK ss:

I, the undersigned, an attorney admitted to practice in the Courts of New York State, state under penalty of perjury that I am one of the attorneys for the plaintiff(s) in the within action; I have read the foregoing **VERIFIED COMPLAINT** and know the contents thereof; the same is true to my own knowledge, except as to the matters I believe to be true. The reason this verification is made by me and not by my client(s), is that my client(s) are not presently in the County where I maintain my offices. The grounds of my belief as to all matters not stated upon my own knowledge are the materials in my file and the investigation conducted by my office.

Dated: New York, New York  
Thursday, April 02, 2015

  
Robert Vilensky