

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

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PERNILLA EKBERG,

Plaintiff,

-against-

THE CITY OF NEW YORK, THE NEW YORK CITY  
POLICE DEPARTMENT, and P.O. JOHN DOE,

Defendants.

Index No.:

Date Filed:

**SUMMONS**

The Plaintiff designates New York  
County as the place of trial.

The basis of venue is the Plaintiff's  
address.

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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: August 20, 2015  
New York, New York



ELIOT S. BICKOFF  
ASTA & ASSOCIATES, P.C.  
Attorney for Plaintiff  
450 Seventh Avenue, Suite 2205  
New York, NY 10123  
(212) 244-6555

Defendants' Addresses:

THE CITY OF NEW YORK  
100 Church Street  
New York, NY 10007

THE NEW YORK CITY POLICE DEPARTMENT  
One Police Plaza  
New York, NY 10007

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**VERIFIED COMPLAINT**

Plaintiff, PERNILLA EKBERG, complaining of the Defendants, by her attorneys, ASTA & ASSOCIATES, P.C, respectfully alleges, upon information and belief, at all times hereinafter mentioned as follows:

**AS AND FOR A FIRST CAUSE OF ACTION IN NEGLIGENCE**

1. That at all times hereinafter mentioned, the Plaintiff is and was a resident of the County of New York, State of New York.
2. That at all times hereinafter mentioned defendant, THE CITY OF NEW YORK (hereinafter, "CITY") was and is a municipal corporation, duly organized and existing under and by virtue of the laws of the State of New York.
3. That at all times hereinafter mentioned defendant CITY was and is a municipal corporation doing business in the State of New York.
4. That on December 2, 2014 a notice of claim in full compliance with Section 50-e of the General Municipal Law was duly served and filed with defendant CITY, which notice was served and filed within 90 days after the cause of action accrued and before the commencement of this action, and that this action was commenced within one year after its accrual and was not

commenced until after 30 days had elapsed since service of said notice and adjustment thereof has been neglected and refused.

5. That defendant, CITY, conducted an examination pursuant to law on March 5, 2015.

6. That plaintiff has duly complied with the demand of defendant, CITY, for an examination pursuant to law.

7. That at all times hereinafter mentioned defendant, THE NEW YORK CITY POLICE DEPARTMENT (hereinafter, "NYPD") was and is a municipal corporation, duly organized and existing under and by virtue of the laws of the State of New York.

8. That at all times hereinafter mentioned defendant, NYPD was and is a municipal corporation doing business in the State of New York.

9. That on December 2, 2014 a notice of claim in full compliance with Section 50-e of the General Municipal Law was duly served and filed with defendant NYPD, which notice was served and filed within 90 days after the cause of action accrued and before the commencement of this action, and that this action was commenced within one year after its accrual and was not commenced until after 30 days had elapsed since service of said notice and adjustment thereof has been neglected and refused.

10. That defendant, NYPD, conducted an examination pursuant to law on March 5, 2015.

11. That plaintiff has duly complied with the demand of defendant, NYPD, for an examination pursuant to law.

12. That at all times hereinafter mentioned, upon information and belief, the true names of defendant Police Officer John Doe (fictitious name) are unknown to plaintiff who, therefore, sues said defendant by said fictitious name.

13. That upon information and belief, at all times hereinafter mentioned, the defendants employed the police officers, mounted police officers, policemen, detectives, handlers, trainers, stable persons, magistrates, clerks, and others hereinafter mentioned in this complaint.

14. That upon information and belief, at all times hereinafter mentioned, the defendants owned, maintained, operated, managed and/or controlled the various police stations, police departments, mounted police precincts, police stables, mounted police units, and others hereinafter mentioned in this complaint.

15. That at all times hereinafter mentioned, the defendant CITY, its agents, servants and/ or employees, owned a certain police horse.

16. That at all times hereinafter mentioned, the defendant CITY, its agents, servants and/ or employees, managed a certain police horse.

17. That at all times hereinafter mentioned, the defendant CITY, its agents, servants and/ or employees, maintained a certain police horse.

18. That at all times hereinafter mentioned, the defendant CITY, its agents, servants and/ or employees, controlled a certain police horse.

19. That at all times hereinafter mentioned, the defendant CITY, its agents, servants and/ or employees, supervised a certain police horse.

20. That at all times hereinafter mentioned, the defendant CITY, its agents, servants and/ or employees, trained a certain police horse.

21. That at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees, owned a certain police horse.

22. That at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees, managed a certain police horse.

23. That at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees, maintained a certain police horse.

24. That at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees, controlled a certain police horse.

25. That at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees, supervised a certain police horse.

26. That at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees, trained a certain police horse.

27. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees owned a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

28. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees maintained a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

29. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees managed a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

30. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees controlled a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

31. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees supervised a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

32. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees trained a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

33. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees mounted for the use thereof a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

34. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees mounted for the use thereof a certain police horse with the knowledge, permission and consent, express or implied, of the defendant CITY.

35. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees mounted for the use thereof a certain police horse with the knowledge, permission and consent, express or implied, of the owner of said horse.

36. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees mounted for the use thereof a certain police horse in the course and scope of their employment.

37. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees mounted for the use thereof a certain police horse in the course and scope of their employment with the defendant CITY.

38. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees operated a certain police horse with the knowledge, permission and/ or consent of the defendant CITY.

39. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees operated a certain police horse with the permission and/ or consent, express or implied, of the defendant CITY.

40. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees operated a certain police horse with the permission and/ or consent, express or implied, of the owner of said horse.

41. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees operated a certain police horse in the course and scope of their employment.

42. That on and prior to November 15, 2014, and at all times hereinafter mentioned, the defendant NYPD, its agents, servants and/ or employees operated a certain police horse in the course and scope of their employment with the defendant CITY.

43. That at all times hereinafter mentioned, the roadways in the vicinity of 120 Orchard Street, in the County, City and State of New York were public roadways and thoroughfares in common use by the residents of the State of New York, and others.

44. That at all times hereinafter mentioned, the plaintiff PERNILLA EKBERG was lawfully present at, near, or in the vicinity of 120 Orchard Street, in the County, City and State of New York.

45. That at all times hereinafter mentioned, the plaintiff PERNILLA EKBERG was lawfully present at, near, in front of, or in the vicinity of the premises and/ or place of business known as Max Fish located at 120 Orchard Street, in the County, City and State of New York.

46. That on November 15, 2014, the defendant NYPD, its agents, servants and/ or employees, managed, maintained, controlled, supervised, mounted, used and operated the said police horse in the vicinity of 120 Orchard Street, in the County, City and State of New York.

47. That on November 15, 2014, the defendant NYPD, its agents, servants and/ or employees, managed, maintained, controlled, supervised, mounted, used and operated the said police horse in the vicinity of the premises and/ or place of business known as Max Fish located at 120 Orchard Street, in the County, City and State of New York.

48. That on November 15, 2014, and prior thereto the aforesaid police horse was known to the defendants herein to be wild, unruly, vicious and possessed a ferocious nature and disposition with a propensity to attack and bite human beings.

49. That on November 15, 2014, while plaintiff PERNILLA EKBERG, was lawfully present at, near or in the vicinity of 120 Orchard Street, in the County, City and State of New York, the aforesaid police horse was caused, allowed and/ or permitted to approach, menace, attack and bite the plaintiff causing her to be severely injured.

50. That on November 15, 2014, while plaintiff PERNILLA EKBERG, was lawfully present at, near, in front of, or in the vicinity of the premises and/ or place of business known as Max Fish located at 120 Orchard Street, in the County, City and State of New York, the aforesaid police horse was caused, allowed and/ or permitted to approach, menace, attack and bite the plaintiff causing her to be severely injured.

51. That by reason of the foregoing, the plaintiff PERNILLA EKBERG, was injured.

52. That the foregoing occurrence and the resulting injuries to the plaintiff PERNILLA EKBERG were caused solely by reason of the carelessness, negligence, wanton and willful disregard on the part of defendants CITY, NYPD, and P.O. JOHN DOE, in wrongfully and unlawfully causing, allowing and/ or permitting said police horse to approach, menace, attack and bite the plaintiff; in failing to train the said police horse; in failing to properly train said police horse; in improperly training said police horse; in failing to restrain said police horse; in improperly restraining said police horse; in failing to supervise said police horse; in failing to