

Exhibit 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
JOSE AYBAR, ORLANDO GONZALES, JOSE AYBAR
as Administrator of THE ESTATE OF CRYSTAL CRUZ-
AYBAR, JESENIA AYBAR as Administratrix of THE
ESTATE OF NOELIA OLIVERAS, JESENIA AYBAR as
LEGAL GUARDIAN on behalf of KEILA CABRAL, a
minor, ANNA AYBAR and JESENIA AYBAR as
Administratrix of THE ESTATE OF TIFFANY CABRAL,

Index No.: 9344/2014

**THIRD-PARTY
COMPLAINT**

Plaintiffs,

-against-

US TIRES AND WHEELS OF QUEENS, LLC,

Defendant.

-----X
US TIRES AND WHEELS OF QUEENS, LLC,

Third-Party Plaintiff,

-against-

THE GOODYEAR TIRE & RUBBER COMPANY,
GOODYEAR DUNLOP TIRES NORTH AMERICA, LTD.
and FORD MOTOR COMPANY,

Third-Party Defendants.

-----X

Defendant/third-party plaintiff, U.S. Tires and Wheels of Queens, LLC, by its attorneys,
Marshall Dennehey Warner Coleman & Goggin, as and for its third-party complaint against The
Goodyear Tire & Rubber Company, Goodyear Dunlop Tires North America, Ltd. and Ford
Motor Company, alleges upon information and belief, as follows:

1. Plaintiffs commenced an action for personal injury and wrongful death against defendant/third-party plaintiff US Tires and Wheel of Queens, LLC under Index No. 9344/14 for

US Tire's alleged negligence in the installation of Goodyear tires on plaintiff-Jose Aybar's Ford Explorer. The tires allegedly failed, causing an accident and injuries on July 1, 2012. Complaint & Answer (**Exhibit A**).

2. Plaintiff Jose Aybar commenced a separate action against The Goodyear Tire & Rubber Company, and Goodyear Dunlop Tires North America, Ltd., (hereinafter "Goodyear") under Index No. 706908/15, alleging that Goodyear was liable to him for the same July 1, 2012 accident based on strict products liability, negligence, breach of warranty, and deceptive trade practices. Complaint in Index No. 706908/15 (**Exhibit B**).

3. Plaintiffs Anna Aybar, Orlando Gonzalez, Jesenia Aybar, as legal guardian on behalf of Keyla Cabral, an infant over the age of fourteen (14) years; Jesnia Aybar, as Administratrix of the Estate of Noelia Oliveras, Jesenia Aybar, as Administratrix of the Estate of Tiffany Cabral, a deceased infant under the age of fourteen (14) years, and Anna Aybar, as Administratrix of the Estate of Crystal Cruz-Aybar, commenced an action against Jose A. Aybar, Jr., Ford Motor Company, The Goodyear Tire & Rubber Co., and John Does 1 thru 30, under Index No. 706909/15 for the same July 1, 2012 accident based on strict products liability, negligence, breach of warrant, and deceptive trade practices. Complaint in Index No. 706909/15 (**Exhibit C**).

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST THE THIRD-PARTY DEFENDANTS
(COMMON LAW INDEMNITY AND CONTRIBUTION)**

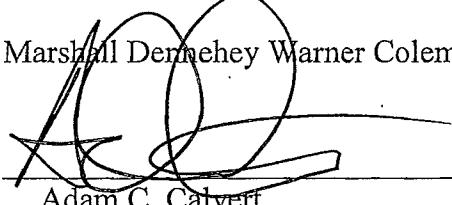
4. Defendant/third-party plaintiff repeats and realleges the allegations contained in paragraphs 1 through 3 as if set forth fully herein.

5. If US Tires and Wheels of Queens LLC is held liable to anyone in this action, its liability and damages will have arisen out of the affirmative active and primary negligence of The Goodyear Tire & Rubber Company, Goodyear Dunlop Tires North America, Ltd. and Ford Motor Company, their agents, servants or employees, and without any active or primary negligence or active participation on the part of US Tires and Wheels of Queens LLC, and that if any negligence or liability is found to exist on the part of US Tires and Wheels of Queens LLC, that liability and negligence would be secondary or passive or the result solely of the operation of law as opposed to negligence of The Goodyear Tire & Rubber Company, Goodyear Dunlop Tires North America, Ltd. and Ford Motor Company, whose liability and negligence will be active and primary, and if the plaintiff's allegations are proven true at trial US Tires and Wheels of Queens LLC will be entitled to and demands common law indemnification or contribution from The Goodyear Tire & Rubber Company, Goodyear Dunlop Tires North America, Ltd. and Ford Motor Company for the amount of any verdict or judgment that may be recovered against it in this action.

WHEREFORE, defendant/third-party plaintiff U.S. Tires and Wheels of Queens, LLC demands judgment over and against The Goodyear Tire & Rubber Company, Goodyear Dunlop Tires North America, Ltd. and Ford Motor Company for all or part of any verdict or judgment that may be had against the defendant/third-party plaintiff in this action; judgment against The Goodyear Tire & Rubber Company, Goodyear Dunlop Tires North America, Ltd. and Ford Motor Company, for all attorneys' fees, costs, interest, other expenses and all costs of settlement of the claim and/or satisfaction of judgment as may be obtained against defendant/third-party plaintiff U.S. Tires and Wheels of Queens, LLC, in connection with the subject action because of

third-party defendants' negligence; and together with all costs, interest, expenses, and legal fees incurred in defending the litigation.

Dated: New York, New York
July 19, 2016

Marshall Dennehey Warner Coleman & Goggin

By: _____
Adam C. Calvert
Attorneys for Defendant/Third-Party Plaintiff
U.S. Tires and Wheels of Queens, LLC
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File No.: 40318.00121

To: Through the Secretary of State – New York upon:
The Goodyear Tire & Rubber Company
200 Innovation Way
Akron, OH 44316

Through the Secretary of State – New York upon:
Goodyear Dunlop Tires North America, Ltd.
C/o Corporation Service Company
80 State Street
Albany, New York 12201

Through the Secretary of State – New York upon:
Ford Motor Company
1 American Road
Dearborn, MI 48126

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Attorneys for Defendant/Third-Party Defendant
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Tel: (212) 335-4500

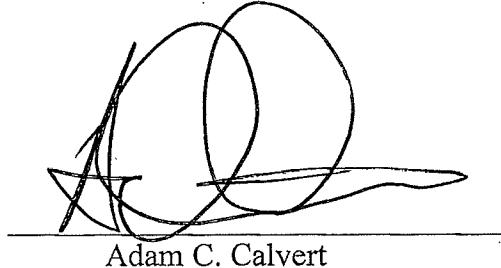
Montfort, Healy, McGuire & Salley
Attorneys for Defendant Jose A. Aybar, Jr.
840 Franklin Avenue
PO Box 7677
Garden City, New York 11530-7677
516-747-4082

ATTORNEY VERIFICATION

Adam C. Calvert, an attorney admitted in the State of New York, affirms and says:

I am associated with the firm of Marshall Dennehey Warner Coleman & Goggin, attorneys for defendant/third-party plaintiff U.S. Tires and Wheels of Queens, LLC. I have read the Verified Third-Party Complaint and know its contents and they are true to my knowledge, except those matters which are stated to be alleged on information and belief, and as to those matters I believe them to be true. The reason why this verification is made by me instead of by defendant/third-party plaintiff U.S. Tires and Wheels of Queens, LLC, is because it is not in the county where my firm maintains an office.

Dated: New York, New York
July 19, 2016


A handwritten signature in black ink, appearing to read "Adam C. Calvert", is written over a horizontal line. The signature is somewhat stylized and includes a large, circular flourish.

Adam C. Calvert

EXHIBIT

"A"

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

X

JOSE AYBAR, ORLANDO GONZALES, JOSE AYBAR
as Administrator of THE ESTATE OF CRYSTAL CRUZ-
AYBAR, JESENIA AYBAR as Administratrix of THE
ESTATE OF NOELIA OLIVERAS, JESENIA AYBAR
as LEGAL GUARDIAN on behalf of KEILA CABRAL, a
minor, ANNA AYBAR and JESENIA AYBAR as
Administratrix of THE ESTATE OF TIFFANY
CABRAL,

Index No.: 9344/2014

AMENDED
VERIFIED
COMPLAINT

Plaintiffs,

-against-

US TIRES AND WHEELS OF QUEENS, LLC

Defendant.

X

Jose Aybar, individually, Orlando Gonzales, individually, Jose Aybar as the
Administrator of the Estate of Crystal Cruz-Aybar, Jesenia Aybar as the Administratrix
of the Estate of Noelia Oliveras, Jesenia Aybar as the Administratrix of the Estate of
Tiffany Cabral, Jesenia Aybar as Legal Guardian on behalf of Keila Cabral, a minor,
Anna Aybar, individually, by their attorneys Cohen, Placitella & Roth, P.C. as and for
their Amended Verified Complaint against Defendant US Tires and Wheels of Queens
("defendant") allege and set forth as follows:

INTRODUCTION

1. The causes of action set forth herein arise out of a motor vehicle collision
that occurred on July 1, 2012 as a result of the negligence and carelessness of the
defendant ("the collision").
2. The collision occurred on Interstate 85 in Brunswick County, Virginia and
near the intersection with Route 644.

THE PARTIES

3. Defendant US Tires and Wheels of Queens, LLC is a limited liability corporation existing and organized under and by virtue of the laws of the State of New York.
4. At all times relevant to this action defendant US Tires and Wheels of Queens operated its business in Queens County, State of New York.
5. Plaintiff Jose Aybar is an individual residing in the County of Hudson, State of New Jersey. At the time of the collision plaintiff Jose Aybar was residing in Queens County, State of New York.
6. Jose Aybar is the Administrator of the Estate of Crystal Cruz-Aybar, his deceased wife, and Jose Aybar brings an action individually and as Administrator of the Estate of Crystal Cruz-Aybar and on behalf of The Estate of Crystal Cruz-Aybar ("plaintiff Estate of Cruz-Aybar").
7. At the time of the collision and her death, Crystal Cruz-Aybar, deceased, was the wife of plaintiff Jose Aybar.
8. At the time of the collision and her death, Crystal Cruz-Aybar, deceased, was an individual residing in Queens County, State of New York.
9. Plaintiff Orlando Gonzales is an individual residing in the County of Hudson, State of New Jersey.
10. Plaintiff Jesenia Aybar is the Administratrix of the Estate of Noelia Oliveras and Jesenia Aybar brings an action as Administratrix of the Estate of Noelia Oliveras and on behalf of The Estate of Noelia Oliveras ("plaintiff Estate of Oliveras").

11. At the time of the collision and her death, Noelia Oliveras, deceased, was an individual residing in the County of Hudson, State of New Jersey.

12. At the time of the collision and her death, Noelia Oliveras, deceased, was the mother of plaintiff Jesenia Aybar.

13. Plaintiff Jesenia Aybar is the Administratrix of the Estate of Tiffany Cabral, a deceased minor, and Jesenia Aybar brings an action as Administratrix of the Estate of Tiffany Cabral and on behalf of The Estate of Tiffany Cabral, a deceased minor, ("plaintiff Estate of Cabral").

14. At the time of the collision and her death, Tiffany Cabral, deceased, was an individual residing in the County of Hudson, State of New Jersey.

15. At the time of the collision and her death, Tiffany Cabral, deceased, was the sister of plaintiff Jesenia Aybar.

16. On the 11th day of November 2012, prior to the commencement of this action, Jesenia Aybar was granted sole custody of Keila Cabral, a minor, pursuant to an Order of the Superior Court of New Jersey, Chancery Division-Family Part, County of Hudson.

17. Jesenia Aybar as Legal Guardian of Keila Cabral, a minor, brings this action on behalf of the minor plaintiff, Keila Cabral ("plaintiff Keila Cabral").

18. Plaintiff Anna Aybar is an individual residing in the County of Queens, State of New York.

FACTS

19. On or about June 17, 2012, plaintiff Jose Aybar brought his vehicle, a 2002 Ford Explorer, to defendant US Tires and Wheels of Queens, LLC for service.

20. At the time of this service, plaintiff Jose Aybar brought with him tires to be inspected and examined and, if suitable for use, installed by defendant for Mr. Aybar's use in driving to Disney World in Orlando, Florida.

21. Upon information and belief, defendant did not properly and adequately inspect, examine, check and/or test the tires and placed them on plaintiff Jose Aybar's vehicle knowing that the vehicle would be driven with those tires.

22. The defendant had a duty to properly and adequately inspect, examine, check and/or test the tires prior to placing them on plaintiff Jose Aybar's vehicle and to warn Mr. Aybar if they were not in a safe condition to use, and defendant negligently and carelessly disregarded that duty.

23. The defendant had a duty to not place unsafe tires on plaintiff Jose Aybar's vehicle so that plaintiff Jose Aybar and his passengers would be reasonably safe in his vehicle and defendant negligently and carelessly disregarded that duty.

24. Upon information and belief, defendant had actual and constructive knowledge prior to placing the tires on plaintiff Jose Aybar's vehicle that the tires were not fit for use on plaintiff Jose Aybar's vehicle due to their poor condition.

25. Upon information and belief, on July 1, 2012, plaintiff Jose Aybar was driving his vehicle on Interstate 85 in Virginia as part of a return trip from Disney World to New York when the left rear tire of the vehicle failed, causing plaintiff Jose Aybar to lose control of his vehicle, the vehicle to overturn, strike a guard rail and then strike a tree.

26. Upon information and belief, the collision occurred solely as a result of the negligence and carelessness of the defendant because the tires were not fit for safe use

on the vehicle and defendant placed them on the vehicle anyway without warning Mr. Aybar about their condition.

27. The tires were unsafe, very low on tread and there were visible signs of dry rot prior to and at the time defendant placed them on plaintiff Jose Aybar's vehicle.

28. Upon information and belief, defendant provided no warning to plaintiff Jose Aybar about the condition of the tires.

29. The collision was caused by reason of the negligent and careless service performed by defendant, by reason of the failure of the defendant to properly and adequately inspect, examine, check and/or test the tires prior to placing them on plaintiff Jose Aybar's vehicle, by reason of defendant's the placement of the unsafe tires on the vehicle despite their poor and unfit condition for use and by reason of the failure of defendant to provide plaintiff Jose Aybar with any warning after making the negligent and careless decision to place the defective tires on the vehicle.

30. At the time of the collision, plaintiff Jose Aybar was operating his vehicle and plaintiff Orlando Gonzales, plaintiff Anna Aybar, plaintiff Keila Cabral, a minor, Tiffany Cabral, Crystal Cruz-Aybar and Noelia Oliveras were passengers in the vehicle.

31. As a result of the collision, caused solely by the negligence and carelessness of the defendant, jointly, severally and collectively, Jose Aybar, Orlando Gonzales, Anna Aybar, Keila Cabral, a minor, Tiffany Cabral, Crystal Cruz-Aybar and Noelia Oliveras were injured and/or died.

32. As a result of the collision, caused solely by the negligence and carelessness of the defendant, plaintiff Jose Aybar suffered severe and permanent injuries, including but not limited to two herniated disks, two bilateral disk bulges,

lacerations on his arms and legs and broken blood vessels in his eye. Mr. Aybar underwent medical treatment and rehabilitation and will be in need for future medical care and expense. He has undergone and will continue to undergo pain and suffering, mental anguish and loss of life's pleasures.

33. As a result of the collision, caused solely by the negligence and carelessness of the defendant, plaintiff Orlando Gonzales suffered severe and permanent injuries, including but not limited to fractured ribs, fracture of his left arm, two herniated disks, and lacerations. Mr. Gonzalez underwent medical treatment and rehabilitation and will be in need for future medical care and expense. He has undergone and will continue to undergo pain and suffering, mental anguish and loss of life's pleasures.

34. As a result of the collision, caused solely by the negligence and carelessness of the defendant, plaintiff Anna Aybar suffered severe and permanent injuries, including but not limited to crushed bones in her left hand, broken bones in her left foot, a dislocated pelvis, a dislocated right leg, and various cuts and bruises. She has had multiple surgeries, medical treatment and rehabilitation. Ms. Aybar will be in need for future medical care and expense. She has undergone and will continue to undergo pain and suffering, mental anguish and loss of life's pleasures.

35. As a result of the collision, caused solely by the negligence and carelessness of the defendant, plaintiff Keila Cabral, a minor, suffered severe and permanent injuries, including but not limited to a fractured pelvis and multiple lacerations resulting in scarring. Ms. Cabral underwent medical treatment and rehabilitation and will be in need for future medical care and expense. She has undergone and will continue to undergo pain and suffering, mental anguish and loss of life's pleasures.

36. As a result of the collision, caused solely by the negligence and carelessness of the defendant, Tiffany Cabral was ejected from the vehicle and died as a result of her injuries.

37. As a result of the collision, caused solely by the negligence and carelessness of the defendant, Crystal Cruz-Aybar was ejected from the vehicle and died as a result of her injuries.

38. As a result of the collision, caused solely by the negligence and carelessness of the defendant, Noelia Oliveras was partially ejected from the vehicle and died as a result of her injuries.

**AND AS FOR THE FIRST CAUSE OF ACTION
NEGLIGENCE**

(On behalf of plaintiff Jose Aybar against defendant US Tires and Wheels of Queens)

39. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

40. Plaintiff Jose Aybar was operating his motor vehicle at the time of the aforementioned collision that is the subject of this lawsuit.

41. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Jose Aybar was caused to suffer severe bodily injuries.

42. Plaintiff Jose Aybar's injuries were caused without any fault and/or negligence on the part of plaintiff Jose Aybar or any other plaintiff or passenger in his vehicle.

43. That by reason of the foregoing, plaintiff Jose Aybar was caused to sustain serious injuries described above.

44. That by reason of the foregoing, plaintiff Jose Aybar was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AND AS FOR THE SECOND CAUSE OF ACTION
NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS**
(On behalf of plaintiff Jose Aybar against
defendant US Tires and Wheels of Queens)

45. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

46. Plaintiff Jose Aybar was operating his motor vehicle at the time of the aforementioned collision that is the subject of this lawsuit.

47. Plaintiff Jose Aybar's wife, Crystal Cruz-Aybar, deceased, his mother, Noelia Oliveras, deceased, and his sister, Tiffany Cabral, deceased, were all passengers in plaintiff Jose Aybar's vehicle and were killed as a result of the collision caused solely by the negligence and carelessness of the defendant.

48. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Jose Aybar witnessed the injuries and death of his wife, mother and sister.

49. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Jose Aybar was within the zone of danger and feared for his own safety and was in fact injured as well.

50. That by reason of the foregoing, plaintiff Jose Aybar was caused to sustain serious injuries including shock, mental anguish and emotional distress; that these injuries are permanent and ongoing; and as a result of said injuries plaintiff Jose Aybar

has been and will be caused to incur expenses for medical care and attention and as a further result plaintiff Jose Aybar was and will be rendered unable to perform his normal activities and duties and has sustained a resultant loss therefrom.

51. That by reason of the foregoing, plaintiff Jose Aybar was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AND AS FOR THE THIRD CAUSE OF ACTION
NEGLIGENCE**

(On behalf of plaintiff Orlando Gonzales against defendant US Tires and Wheels of Queens)

52. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

53. Plaintiff Orlando Gonzales was a front seat passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

54. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Orlando Gonzales was caused to suffer severe bodily injuries.

55. Plaintiff Orlando Gonzales' injuries were caused without any fault and/or negligence on the part of plaintiff Jose Aybar or any other plaintiff or passenger in the vehicle.

56. That by reason of the foregoing, plaintiff Orlando Gonzales was caused to sustain serious injuries described above.

57. That by reason of the foregoing, plaintiff Orlando Gonzales was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AND AS FOR THE FOURTH CAUSE OF ACTION
NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS
(On behalf of plaintiff Orlando Gonzales against
defendant US Tires and Wheels of Queens)**

58. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

59. Plaintiff Orlando Gonzales was a front seat passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

60. Plaintiff Orlando Gonzales' fiancée, Noelia Oliveras, deceased, was also a passenger in plaintiff Jose Aybar's vehicle and was killed as a result of the collision caused solely by the negligence and carelessness of the defendant.

61. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Orlando Gonzales witnessed the injuries and death of his fiancée. Plaintiff Orlando Gonzales was a front seat passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

62. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Orlando Gonzales was within the zone of danger and feared for his own safety and was in fact injured as well.

63. That by reason of the foregoing, plaintiff Orlando Gonzales was caused to sustain serious injuries including shock, mental anguish and emotional distress; that these injuries are permanent and ongoing; and as a result of said injuries plaintiff Orlando Gonzales has been and will be caused to incur expenses for medical care and attention and as a further result plaintiff Orlando Gonzales was and will be rendered unable to perform his normal activities and duties and has sustained a resultant loss therefrom.

64. That by reason of the foregoing, plaintiff Orlando Gonzales was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

AND AS FOR THE FIFTH CAUSE OF ACTION

WRONGFUL DEATH

(On behalf of plaintiff The Estate of Crystal Cruz-Aybar against defendant US Tires and Wheels of Queens)

65. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

66. Plaintiff Jose Aybar as the Administrator of the Estate of Crystal Cruz-Aybar brings this claim on behalf of the Estate of Crystal Cruz-Aybar and all those entitled to recover damages on behalf of the Estate of Crystal Cruz-Aybar, including her surviving husband plaintiff Jose Aybar.

67. Plaintiff Jose Aybar as Administrator of the Estate of Crystal Cruz-Aybar brings this claim for the wrongful death of his wife Crystal Cruz-Aybar, deceased.

68. Crystal Cruz-Aybar, deceased, was a second row passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

69. Crystal Cruz-Aybar, deceased, was injured, ejected from the vehicle and killed as a result of the collision that is the subject of this lawsuit and which was caused solely by the negligence and carelessness of the defendant.

70. Crystal Cruz-Aybar, deceased, was injured and killed without any fault and/or negligence on the part of plaintiff Jose Aybar or any other plaintiff or passenger in the vehicle.

71. Crystal Cruz-Aybar, deceased, was 22 years old at the time of her death and was in good health, sober, industrious, and in possession of all of her faculties and was steadily employed as a secretary/receptionist.

72. The surviving husband, plaintiff Jose Aybar, and all other distributees of the Estate of Crystal Cruz-Aybar, deceased, were dependent upon Crystal Cruz-Aybar, deceased, for support, comfort and maintenance, and have been and will be deprived of this support, comfort and maintenance.

73. Furthermore, the additional relatives of Crystal Cruz-Aybar, deceased, have been and will be deprived of their relationship and communion with Crystal Cruz-Aybar, deceased.

74. In connection with the injuries and death sustained by Crystal Cruz-Aybar, deceased, all caused solely by the negligence and carelessness of the defendant, the Estate of Crystal Cruz-Aybar, deceased, necessarily incurred expenses in various and diverse amounts, including but not limited to medical and funeral expenses, and will necessarily incur expenses in various and diverse amounts in the settlement of the Estate of Crystal Cruz-Aybar, deceased.

75. That by reason of the foregoing, plaintiff the Estate of Crystal Cruz-Aybar, deceased, surviving husband plaintiff Jose Aybar and the other distributes, have suffered damages and claim all pecuniary losses in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AND AS FOR THE SIXTH CAUSE OF ACTION
SURVIVAL ACTION/CONSCIOUS PAIN AND SUFFERING
(On behalf of plaintiff The Estate of Crystal Cruz-Aybar against defendant US Tires and Wheels of Queens)**

76. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

77. Solely by reason of the carelessness and negligence of the defendant, as alleged herein, Crystal Cruz-Aybar, deceased, was caused to suffer severe injuries and be ejected from plaintiff Jose Aybar's vehicle at the time of the collision, upon which time Crystal Cruz-Aybar, deceased, suffered grievous pain, agony and mental anguish and upon information and belief she was conscious after being injured and then died at the scene of the collision.

78. That by reason of the foregoing, plaintiff the Estate of Crystal Cruz-Aybar, deceased, have suffered damages in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

AND AS FOR THE SEVENTH CAUSE OF ACTION
WRONGFUL DEATH

(On behalf of plaintiff The Estate of Noelia Oliveras against defendant US Tires and Wheels of Queens)

79. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

80. Jesenia Aybar as the Administratrix of the Estate of Noelia Oliveras brings this claim on behalf of the Estate of Noelia Oliveras and all those entitled to recover damages on behalf of the Estate of Noelia Oliveras, including Jose Aybar, Anna Aybar, Keila Cabral and Jesenia Aybar.

81. Jesenia Aybar as the Administratrix of the Estate of Noelia Oliveras brings this claim for the wrongful death of Noelia Oliveras, deceased.

82. Noelia Oliveras, deceased, was a third row passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

83. Noelia Oliveras, deceased, was injured, partially ejected from the vehicle and killed as a result of the collision that is the subject of this lawsuit and which was caused solely by the negligence and carelessness of the defendant.

84. Noelia Oliveras, deceased, was injured and killed without any fault and/or negligence on the part of plaintiff Jose Aybar or any other plaintiff or passenger in the vehicle.

85. Noelia Oliveras, deceased, was 42 years old at the time of her death and was in good health, sober, industrious, and in possession of all of her faculties and was steadily employed as a real estate agent.

86. The distributees of the Estate of Noelia Oliveras, deceased, including her son plaintiff Jose Aybar and daughters Jesenia Aybar, Anna Aybar, and Keila Cabral were dependent upon Noelia Oliveras, deceased, for support, comfort and maintenance, and have been and will be deprived of this support, comfort and maintenance.

87. Furthermore, the additional relatives of Noelia Oliveras, deceased, have been and will be deprived of their relationship and communion with Noelia Oliveras, deceased.

88. In connection with the injuries and death sustained by Noelia Oliveras, deceased, all caused solely by the negligence and carelessness of the defendant, the Estate of Noelia Oliveras, deceased, necessarily incurred expenses in various and diverse amounts, including but not limited to medical and funeral expenses, and will necessarily incur expenses in various and diverse amounts in the settlement of the Estate of Noelia Oliveras, deceased.

89. That by reason of the foregoing, plaintiff the Estate of Noelia Oliveras, deceased, her surviving next of kin including her son plaintiff Jose Aybar and daughters Jesenia Aybar, Anna Aybar and Keila Cabral and the other distributees, have suffered damages and claim all pecuniary losses in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AND AS FOR THE EIGHTH CAUSE OF ACTION
SURVIVAL ACTION/CONSCIOUS PAIN AND SUFFERING
(On behalf of plaintiff The Estate of Noelia Oliveras against
defendant US Tires and Wheels of Queens).**

90. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

91. Solely by reason of the carelessness and negligence of the defendant, as alleged herein, Noelia Oliveras, deceased, was caused to suffer severe injuries and be partially ejected from plaintiff Jose Aybar's vehicle at the time of the collision, upon which time Noelia Oliveras, deceased, suffered grievous pain, agony and mental anguish and upon information and belief she was conscious after being injured and then died while being transported to the hospital.

92. That by reason of the foregoing, plaintiff the Estate of Noelia Oliveras, deceased, have suffered damages in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AND AS FOR THE NINTH CAUSE OF ACTION
NEGLIGENCE
(On behalf of plaintiff Keila Cabral, a minor, against
defendant US Tires and Wheels of Queens)**

93. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

94. Jesenia Aybar as Legal Guardian of Keila Cabral, a minor, brings this claim on behalf of Keila Cabral, a minor.

95. Plaintiff Keila Cabral, a minor, was a third row passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

96. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Keila Cabral, a minor, was caused to suffer severe bodily injuries.

97. The injuries sustained by Keila Cabral, a minor, were caused without any fault and/or negligence on the part of plaintiff Jose Aybar or any other plaintiff or passenger in the vehicle.

98. That by reason of the foregoing, plaintiff Keila Cabral, a minor, was caused to sustain serious injuries, as described above.

99. That by reason of the foregoing, plaintiff Keila Cabral, a minor, was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AS AND FOR THE TENTH CAUSE OF ACTION
NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS
(On behalf of plaintiff Keila Cabral against
defendant US Tires and Wheels of Queens)**

100. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

101. Plaintiff Keila Cabral was a third row passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

102. Plaintiff Keila Cabral's mother, Olivia Oliveras, deceased, and her sister, Tiffany Cabral, deceased, were all passengers in plaintiff Jose Aybar's vehicle and were killed as a result of the collision caused solely by the negligence and carelessness of the defendant.

103. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Keila Cabral witnessed the injuries and death of her mother and sister.

104. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Keila Cabral was within the zone of danger and feared for her own safety and was in fact injured as well.

105. That by reason of the foregoing, plaintiff Keila Cabral was caused to sustain serious injuries including shock, mental anguish and emotional distress; that these injuries are permanent and ongoing; and as a result of said injuries plaintiff Keila Cabral has been and will be caused to incur expenses for medical care and attention and as a further result plaintiff Keila Cabral was and will be rendered unable to perform her normal activities and has sustained a resultant loss therefrom.

106. That by reason of the foregoing, plaintiff Jose Keila Cabral was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

AND AS FOR THE ELEVENTH CAUSE OF ACTION
NEGLIGENCE

(On behalf of plaintiff Anna Aybar against
defendant US Tires and Wheels of Queens)

107. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

108. Plaintiff Anna Aybar, was a second row passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

109. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Anna Aybar was caused to suffer severe bodily injuries and be ejected from the vehicle.

110. The injuries sustained by Anna Aybar were caused without any fault and/or negligence on the part of plaintiff Jose Aybar or any other plaintiff or passenger in the vehicle.

111. That by reason of the foregoing, plaintiff Anna Aybar was caused to sustain serious injuries described above.

112. That by reason of the foregoing, plaintiff Anna Aybar was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action,

**AND AS FOR THE TWELTH CAUSE OF ACTION
NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS**

(On behalf of plaintiff Anna Aybar against
defendant US Tires and Wheels of Queens)

113. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

114. Plaintiff Anna Aybar was a second row passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

115. Plaintiff Anna Aybar's mother, Noelia Oliveras, deceased, and her sister, Tiffany Cabral, deceased, were all passengers in plaintiff Jose Aybar's vehicle and were killed as a result of the collision caused solely by the negligence and carelessness of the defendant.

116. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Anna Aybar witnessed the injuries and death of her mother and sister.

117. As a result of the collision caused solely by the negligence and carelessness of the defendant, as set forth above, plaintiff Anna Aybar was within the zone of danger and feared for her own safety and was in fact injured as well.

118. That by reason of the foregoing, plaintiff Anna Aybar was caused to sustain serious injuries including shock, mental anguish and emotional distress; that these injuries are permanent and ongoing; and as a result of said injuries plaintiff Anna Aybar has been and will be caused to incur expenses for medical care and attention and as a further result plaintiff Anna Aybar was and will be rendered unable to perform her normal activities and duties and has sustained a resultant loss therefrom.

119. That by reason of the foregoing, plaintiff Anna Aybar was damaged in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

**AND AS FOR THE THIRTEENTH CAUSE OF ACTION
WRONGFUL DEATH**

(On behalf of plaintiff The Estate of Tiffany Cabral, a deceased minor, against defendant US Tires and Wheels of Queens)

120. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

121. Jesenia Aybar, as Administratrix of the Estate of Tiffany Cabral, a deceased minor, brings this claim on behalf of the Estate of state of Tiffany Cabral, a deceased minor, and all those entitled to recover damages on behalf of the Estate of Tiffany Cabral, including Jesenia Aybar, Jose Aybar, Anna Aybar and Keila Cabral.

122. Jesenia Aybar, as Administratrix of the Estate of Tiffany Cabral, a deceased minor, brings this claim for the wrongful death of Tiffany Cabral, a deceased minor.

123. Tiffany Cabral, a deceased minor, was a second row passenger in the motor vehicle operated by plaintiff Jose Aybar at the time of the aforementioned collision that is the subject of this lawsuit.

124. Tiffany Cabral, a deceased minor, at the time of the collision was the sister of plaintiffs Jesenia Aybar, Jose Aybar and Keila Cabral and the daughter of Noelia Oliveras, deceased.

125. Tiffany Cabral, a deceased minor, was injured, ejected from the vehicle and killed as a result of the collision that is the subject of this lawsuit and which was caused solely by the negligence and carelessness of the defendant.

126. Tiffany Cabral, a deceased minor, was injured and killed without any fault and/or negligence on the part of plaintiff Jose Aybar or any other plaintiff or passenger in the vehicle.

127. Tiffany Cabral, a deceased minor, was 8 years old at the time of her death and was in good health, sober, industrious, and in possession of all of her faculties and was a young student with the majority of her life remaining.

128. The relatives of Tiffany Cabral, a deceased minor, have been and will be deprived of their relationship and communion with Tiffany Cabral, a deceased minor.

129. In connection with the injuries and death sustained by Tiffany Cabral, a deceased minor, all caused solely by the negligence and carelessness of the defendant, the Estate of Tiffany Cabral, a deceased minor, necessarily incurred expenses in various and diverse amounts, including but not limited to medical and funeral expenses, and will necessarily incur expenses in various and diverse amounts in the settlement of the Estate of Tiffany Cabral, a deceased minor.

130. That by reason of the foregoing, plaintiff the Estate of Tiffany Cabral, a deceased minor, surviving next of kin and the other distributees, have suffered damages and claim all pecuniary losses in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

AND AS FOR THE FOURTEENTH CAUSE OF ACTION
SURVIVAL ACTION/CONSCIOUS PAIN AND SUFFERING
(On behalf of plaintiff The Estate of Tiffany Cabral, a deceased minor,
against US Tires and Wheels of Queens)

131. Plaintiffs repeat and reallege each and every allegation set forth in the preceding paragraphs, as if fully set forth herein.

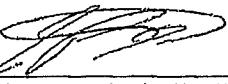
132. Solely by reason of the carelessness and negligence of the defendant, as alleged herein, Tiffany Cabral, a deceased minor, was caused to suffer severe injuries and be ejected from plaintiff Jose Aybar's vehicle at the time of the collision, upon which time Tiffany Cabral, a deceased minor, suffered grievous pain, agony and mental anguish and upon information and belief she was conscious after being injured and then died at the scene of the collision.

133. That by reason of the foregoing, plaintiff the Estate of Tiffany Cabral, a deceased minor, has suffered damages and claim all pecuniary losses in an amount to be determined upon the trial of this action and in an amount exceeding the jurisdictional limits of all lower courts, which would otherwise have jurisdiction, together with the costs and disbursements of this action.

WHEREFORE, all plaintiffs demand judgment against defendant on all claims and in an amount to be determined upon the trial of this action together with the costs and disbursements of this action.

Dated: Sept. 23, 2014
Red Bank, NJ

COHEN, PLACITELLA & ROTH, P.C

By: 

Christopher M. Placitella, Esquire
Attorney No. 2202497
Joel S. Rosen, Esquire
Mark B. Goodheart, Esquire
Jared M. Placitella, Esquire
Attorney No. 5216817
2001 Market Street, Suite 2900
Philadelphia, PA 19103
Attorneys for all Plaintiffs

VERIFICATION

STATE OF NEW YORK)

COUNTY OF NEW YORK)

ANNA AYBAR, hereby duly sworn, deposes and says:

I am the Plaintiff in the within action; I have read the foregoing COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged upon information and belief; and as to those matters I believe them to be true.

Anna Aybar
ANNA AYBAR

Sworn to before me on this
30th day of May 2014

Margaret Rheinstadter
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

MARGARET RHEINSTADTER, Notary Public
City of Philadelphia, Phila, County
My Commission Expires October 11, 2015

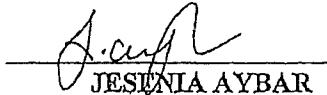
VERIFICATION

STATE OF NEW YORK)

COUNTY OF NEW YORK)

JESENIA AYBAR, hereby duly sworn, deposes and says:

I am the Plaintiff in the within action; I have read the foregoing COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged upon information and belief; and as to those matters I believe them to be true.


JESENIA AYBAR

Sworn to before me on this
30th day of May 2014


NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
MARGARET RHEINSTADER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 11, 2016

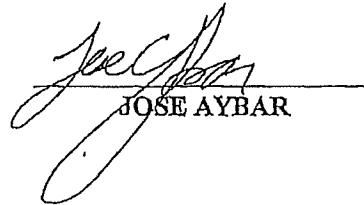
VERIFICATION

STATE OF NEW YORK)

COUNTY OF NEW YORK)

JOSE AYBAR, hereby duly sworn, deposes and says:

I am the Plaintiff in the within action; I have read the foregoing COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged upon information and belief; and as to those matters I believe them to be true.



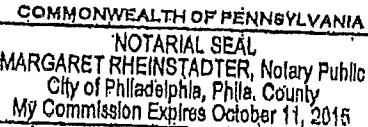
JOSE AYBAR

Sworn to before me on this
30th day of May 2014



MARGARET REINSTADTER

NOTARY PUBLIC



VERIFICATION

STATE OF NEW YORK)

COUNTY OF NEW YORK)

ORLANDO GONZALEZ, hereby duly sworn, deposes and says:

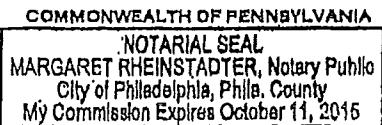
I am the Plaintiff in the within action; I have read the foregoing COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged upon information and belief; and as to those matters I believe them to be true.



ORLANDO GONZALEZ

Sworn to before me on this
30th day of May 2014

Margaret Rheinstadter
NOTARY PUBLIC.



Index No. 9344/2014

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

JOSE AYBAR, ORLANDO GONZALES, JOSE AYBAR as Administrator of
THE ESTATE OF CRYSTAL CRUZ-AYBAR, JESENIA AYBAR as
Administratrix of THE ESTATE OF NOELIA OLIVERAS, JESENIA AYBAR
as LEGAL GUARDIAN on behalf of KEILA CABRAL, a minor, ANNA
AYBAR and JESENIA AYBAR as Administratrix of THE ESTATE OF
TIFFANY CABRAL,

Plaintiffs,

-against-

US TIRES AND WHEELS OF QUEENS, LLC

Defendant.

AMENDED VERIFIED COMPLAINT

COHEN, PLACITELLA & ROTH, P.C.
Attorneys for Plaintiffs
2001 Market Street
Suite 2900
Philadelphia, PA 19103

Tel: (215) 567-3500

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
JOSE AYBAR, ORLANDO GONZALES, JOSE AYBAR
as Administrator of THE ESTATE OF CRYSTAL CRUZ-
AYBAR, JESENIA AYBAR as Administratrix of THE
ESTATE OF NOELIA OLIVERAS, JESENIA AYBAR as
LEGAL GUARDIAN on behalf of KEILA CABRAL, a
minor; ANNA AYBAR and JESENIA AYBAR as
Administratrix of THE ESTATE OF TIFFANY CABRAL,

Index No.: 9344/2014

**VERIFIED ANSWER TO
AMENDED SUMMONS
AND COMPLAINT**

Plaintiffs,

-against-

US TIRES AND WHEELS OF QUEENS, LLC,

Defendant.

-----X

Defendant, U.S. Tires and Wheels of Queens, LLC i/s/h/a US Tires and Wheels of
Queens, LLC, by its attorneys, Marshall Dennehey Warner Coleman & Goggin, as and for its
Answer to the plaintiff's Amended Complaint alleges as follows:

1. Denies the allegations contained in paragraph "1" of the Amended Verified
Complaint and refer all questions of law to the Court..
2. Denies having knowledge or information sufficient to form a belief as to the
allegations contained in paragraph "2" of the Amended Verified Complaint.

THE PARTIES

3. Denies the allegations contained in paragraph "3" of the Amended Verified
Complaint, except admits that defendant is a limited liability company.
4. Admit the allegations contained in paragraph "4" of the Verified Complaint.
5. Denies having knowledge or information sufficient to form a belief as to the
allegations contained in paragraph "5" of the Amended Verified Complaint.

6. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "6" of the Amended Verified Complaint.
7. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "7" of the Amended Verified Complaint.
8. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "8" of the Amended Verified Complaint.
9. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "9" of the Amended Verified Complaint.
10. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "10" of the Amended Verified Complaint.
11. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "11" of the Amended Verified Complaint.
12. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "12" of the Amended Verified Complaint.
13. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "13" of the Amended Verified Complaint.
14. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "14" of the Amended Verified Complaint.
15. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "15" of the Amended Verified Complaint.
16. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "16" of the Amended Verified Complaint.

17. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "17" of the Amended Verified Complaint.

18. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "18" of the Amended Verified Complaint.

FACTS

19. Denies the allegations contained in paragraph "19" of the Amended Verified Complaint.

20. Denies the allegations contained in paragraph "20" of the Amended Verified Complaint.

21. Denies the allegations contained in paragraph "21" of the Amended Verified Complaint.

22. Denies the allegations contained in paragraph "22" of the Amended Verified Complaint and refer all questions of law to the Court..

23. Denies the allegations contained in paragraph "23" of the Amended Verified Complaint and refer all questions of law to the Court.

24. Denies the allegations contained in paragraph "24" of the Amended Verified Complaint and refer all questions of law to the Court.

25. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "25" of the Verified Complaint.

26. Denies the allegations contained in paragraph "26" of the Amended Verified Complaint and refer all questions of law to the Court.

27. Denies the allegations contained in paragraph "27" of the Amended Verified Complaint.

28. Denies the allegations contained in paragraph "28" of the Amended Verified Complaint.

29. Denies the allegations contained in paragraph "29" of the Amended Verified Complaint and refer all questions of law to the Court.

30. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "30" of the Amended Verified Complaint.

31. Denies the allegations contained in paragraph "31" of the Amended Verified Complaint and refer all questions of law to the Court.

32. Denies the allegations contained in paragraph "32" of the Amended Verified Complaint and refer all questions of law to the Court.

33. Denies the allegations contained in paragraph "33" of the Amended Verified Complaint and refer all questions of law to the Court.

34. Denies the allegations contained in paragraph "34" of the Amended Verified Complaint and refer all questions of law to the Court.

35. Denies the allegations contained in paragraph "35" of the Amended Verified Complaint and refer all questions of law to the Court.

36. Denies the allegations contained in paragraph "36" of the Amended Verified Complaint and refer all questions of law to the Court.

37. Denies the allegations contained in paragraph "37" of the Amended Verified Complaint and refer all questions of law to the Court.

38. Denies the allegations contained in paragraph "38" of the Amended Verified Complaint and refer all questions of law to the Court.

AS AND FOR THE FIRST CAUSE OF ACTION

39. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "38" above as if more fully set forth at length herein.

40. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "40" of the Amended Verified Complaint.

41. Denies the allegations contained in paragraph "41" of the Amended Verified Complaint and refer all questions of law to the Court.

42. Denies the allegations contained in paragraph "42" of the Amended Verified Complaint and refer all questions of law to the Court.

43. Denies the allegations contained in paragraph "43" of the Amended Verified Complaint.

44. Denies the allegations contained in paragraph "44" of the Amended Verified Complaint.

AS AND FOR THE SECOND CAUSE OF ACTION

45. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "44" above as if more fully set forth at length herein.

46. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "46" of the Amended Verified Complaint.

47. Denies the allegations contained in paragraph "47" of the Amended Verified Complaint and refer all questions of law to the Court.

48. Denies the allegations contained in paragraph "48" of the Amended Verified Complaint and refer all questions of law to the Court.

49. Denies the allegations contained in paragraph "49" of the Amended Verified Complaint and refer all questions of law to the Court.

50. Denies the allegations contained in paragraph "50" of the Amended Verified Complaint.

51. Denies the allegations contained in paragraph "51" of the Amended Verified Complaint.

AS AND FOR THE THIRD CAUSE OF ACTION

52. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "51" above as if more fully set forth at length herein.

53. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "53" of the Amended Verified Complaint.

54. Denies the allegations contained in paragraph "54" of the Amended Verified Complaint and refer all questions of law to the Court.

55. Denies the allegations contained in paragraph "55" of the Amended Verified Complaint and refer all questions of law to the Court.

56. Denies the allegations contained in paragraph "56" of the Amended Verified Complaint.

57. Denies the allegations contained in paragraph "57" of the Amended Verified Complaint.

AS AND FOR THE FOURTH CAUSE OF ACTION

58. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "57" above as if more fully set forth at length herein.

59. Plaintiff Orlando Gonzales' claim for negligent infliction of emotional distress was dismissed by the Court. See, Exhibit "A".

60. Plaintiff Orlando Gonzales' claim for negligent infliction of emotional distress was dismissed by the Court. See, Exhibit "A".

61. Plaintiff Orlando Gonzales' claim for negligent infliction of emotional distress was dismissed by the Court. See, Exhibit "A".

62. Plaintiff Orlando Gonzales' claim for negligent infliction of emotional distress was dismissed by the Court. See, Exhibit "A".

63. Plaintiff Orlando Gonzales' claim for negligent infliction of emotional distress was dismissed by the Court. See, Exhibit "A".

64. Plaintiff Orlando Gonzales' claim for negligent infliction of emotional distress was dismissed by the Court. See, Exhibit "A".

AS AND FOR THE FIFTH CAUSE OF ACTION

65. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "64" above as if more fully set forth at length herein.

66. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "66" of the Amended Verified Complaint.

67. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "67" of the Amended Verified Complaint.

68. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "68" of the Amended Verified Complaint.

69. Denies the allegations contained in paragraph "69" of the Amended Verified Complaint and refer all questions of law to the Court.

70. Denies the allegations contained in paragraph "70" of the Verified Complaint and refer all questions of law to the Court.

71. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "71" of the Amended Verified Complaint.

72. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "72" of the Amended Verified Complaint.

73. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "73" of the Amended Verified Complaint.

74. Denies the allegations contained in paragraph "74" of the Amended Verified Complaint and refer all questions of law to the Court.

75. Denies the allegations contained in paragraph "75" of the Amended Verified Complaint.

AS AND FOR THE SIXTH CAUSE OF ACTION

76. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "75" above as if more fully set forth at length herein.

77. Denies the allegations contained in paragraph "77" of the Amended Verified Complaint and refer all questions of law to the Court.

78. Denies the allegations contained in paragraph "78" of the Amended Verified Complaint.

AS AND FOR THE SEVENTH CAUSE OF ACTION

79. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "78" above as if more fully set forth at length herein.

80. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "80" of the Amended Verified Complaint.

81. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "81" of the Amended Verified Complaint.

82. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "82" of the Amended Verified Complaint.

83. Denies the allegations contained in paragraph "83" of the Amended Verified Complaint and refer all questions of law to the Court.

84. Denies the allegations contained in paragraph "84" of the Amended Verified Complaint and refer all questions of law to the Court.

85. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "85" of the Amended Verified Complaint.

86. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "86" of the Amended Verified Complaint.

87. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "87" of the Amended Verified Complaint.

88. Denies the allegations contained in paragraph "88" of the Amended Verified Complaint and refer all questions of law to the Court.

89. Denies the allegations contained in paragraph "89" of the Amended Verified Complaint.

AS AND FOR THE EIGHTH CAUSE OF ACTION

90. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "89" above as if more fully set forth at length herein.

91. Denies the allegations contained in paragraph "91" of the Amended Verified Complaint and refer all questions of law to the Court.

92. Denies the allegations contained in paragraph "92" of the Amended Verified Complaint.

AS AND FOR THE NINTH CAUSE OF ACTION

93. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "92" above as if more fully set forth at length herein.

94. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "94" of the Amended Verified Complaint.

95. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "95" of the Amended Verified Complaint.

96. Denies the allegations contained in paragraph "96" of the Amended Verified Complaint and refer all questions of law to the Court.

97. Denies the allegations contained in paragraph "97" of the Amended Verified Complaint and refer all questions of law to the Court.

98. Denies the allegations contained in paragraph "98" of the Amended Verified Complaint.

99. Denies the allegations contained in paragraph "99" of the Amended Verified Complaint.

AS AND FOR THE TENTH CAUSE OF ACTION

100. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "99" above as if more fully set forth at length herein.

101. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "101" of the Amended Verified Complaint.

102. Denies the allegations contained in paragraph "102" of the Amended Verified Complaint and refer all questions of law to the Court.

103. Denies the allegations contained in paragraph "103" of the Amended Verified Complaint and refer all questions of law to the Court.

104. Denies the allegations contained in paragraph "104" of the Amended Verified Complaint and refer all questions of law to the Court.

105. Denies the allegations contained in paragraph "105" of the Amended Verified Complaint.

106. Denies the allegations contained in paragraph "106" of the Amended Verified Complaint.

AS AND FOR THE ELEVENTH CAUSE OF ACTION

107. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "106" above as if more fully set forth at length herein.

108. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "108" of the Amended Verified Complaint.

109. Denies the allegations contained in paragraph "109" of the Amended Verified Complaint and refer all questions of law to the Court.

110. Denies the allegations contained in paragraph "110" of the Amended Verified Complaint and refer all questions of law to the Court.

111. Denies the allegations contained in paragraph "111" of the Amended Verified Complaint.

112. Denies the allegations contained in paragraph "112" of the Amended Verified Complaint.

AS AND FOR THE TWELFTH CAUSE OF ACTION

113. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "112" above as if more fully set forth at length herein.

114. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "114" of the Amended Verified Complaint.

115. Denies the allegations contained in paragraph "115" of the Amended Verified Complaint and refer all questions of law to the Court.

116. Denies the allegations contained in paragraph "116" of the Amended Verified Complaint and refer all questions of law to the Court.

117. Denies the allegations contained in paragraph "117" of the Amended Verified Complaint and refer all questions of law to the Court.

118. Denies the allegations contained in paragraph "118" of the Amended Verified Complaint.

119. Denies the allegations contained in paragraph "119" of the Amended Verified Complaint.

AS AND FOR THE THIRTEENTH CAUSE OF ACTION

120. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "119" above as if more fully set forth at length herein.

121. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "121" of the Amended Verified Complaint.

122. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "122" of the Amended Verified Complaint.

123. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "123" of the Amended Verified Complaint.

124. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "124" of the Amended Verified Complaint.

125. Denies the allegations contained in paragraph "125" of the Amended Verified Complaint and refer all questions of law to the Court.

126. Denies the allegations contained in paragraph "126" of the Amended Verified Complaint and refer all questions of law to the Court.

127. Denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph "127" of the Amended Verified Complaint.

128. Denies the allegations contained in paragraph "128" of the Amended Verified Complaint and refer all questions of law to the Court.

129. Denies the allegations contained in paragraph "129" of the Amended Verified Complaint and refer all questions of law to the Court.

130. Denies the allegations contained in paragraph "130" of the Amended Verified Complaint.

AS AND FOR THE FOURTEENTH CAUSE OF ACTION

131. Answering defendant, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "130" above as if more fully set forth at length herein.

132. Denies the allegations contained in paragraph "132" of the Amended Verified Complaint and refer all questions of law to the Court.

133. Denies the allegations contained in paragraph "133" of the Amended Verified Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

134. If the plaintiffs sustained any injuries and/or damages at the time and place alleged in the Amended Complaint, the plaintiffs assumed the risk inherent in the activity in which plaintiffs was then engaged and further such injuries and/or damages were caused by reason of the culpable conduct and/or negligence of the plaintiffs without any negligence on the part of these answering defendants contributing thereto.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

135. Upon information and belief, any past or future costs or expenses incurred or to be incurred by the plaintiffs, the distributees and the next of kin for medical care, dental care,

custodial care or rehabilitative services, loss of earnings or other economic loss has been or will with reasonable certainty be replaced or indemnified in whole or in part from the collateral source as defined in Section 4545(c) or the New York Civil Practice Law and Rules. If any damages are recoverable against defendants, the amount of such damages shall be diminished by the amount of the funds which plaintiffs have or shall receive from such collateral source.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

136. If defendant is found to be at all liable, it is entitled to a limitation of such liability pursuant to Article 16 of the CPLR.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

137. The plaintiffs have failed to join necessary and indispensable parties to this action.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

138. That plaintiffs' complaint should be dismissed for failure to state a cause of action.

AS AND FOR AN SIXTH AFFIRMATIVE DEFENSE

139. This answering defendant is entitled to an offset pursuant to General Obligations Law ("GOL") 15-108.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

140. If the plaintiffs sustained the injuries and damages complained of, which are denied, said injuries and damages were caused in whole or part by the conduct of one or more parties whose conduct this answering Defendant is not responsible for, have no control over, or with whom this answering Defendant has no legal relation.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

141. The decedents were not conscious at any time after receiving the injuries that allegedly resulted in their deaths; therefore, decedents may not recover damages for conscious pain and suffering.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

142. Plaintiffs' injuries, if any, were caused by the intervening or superceding acts and/or omissions of persons other than the defendant, who were neither under the control nor in the employment of defendant and for whose acts and/or omissions the defendant bears no responsibility.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

143. The causes of action set forth in the Amended Verified Complaint are barred by the applicable statute of limitations.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

144. That the injuries and damages, if any, sustained by the plaintiffs, were caused by or aggravated by the failure and refusal of the plaintiffs to make use of the seat belts in the motor vehicle in which they were passengers, and that any claimed injuries or damages would not have been sustained or would have been greatly minimized had plaintiffs made use of the seat belts provided.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

145. Plaintiffs lack standing.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

146. Plaintiffs' claims are barred by the doctrine of unclean hands.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

147. Plaintiffs failed to mitigate damages.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

148. Plaintiffs did not sustain a "serious injury" sufficient to satisfy the no-fault threshold as prescribed by the Insurance Law of the State of New York. Plaintiffs' claims are barred and precluded by Article 51, Sections 5101, 5102, 5103 and 5104 of the New York State Insurance Law or the corresponding law prescribed by the State of New Jersey or Virginia.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

149. The damages, if any, alleged to have been sustained by Plaintiffs were caused in whole or part by the culpable conduct of the Plaintiffs. Plaintiffs as passengers of the vehicle had the duty and responsibility to notify and prevent the vehicle driver from taking risk and prevent the driver from violating the law.

**AS AND FOR A FIRST COUNTERCLAIM AGAINST
PLAINTIFF JOSE AYBAR FOR COMMON-LAW CONTRIBUTION
AND INDEMNIFICATION**

150. At all times herein mentioned, plaintiff Jose Aybar was careless, reckless and negligent in the ownership, operation, management, maintenance, supervision and control of his motor vehicle, in operating said motor vehicle at an improper and excessive rate of speed; in failing to yield the right-of-way; in failing to avoid this accident; in failing to heed the rules of the road; in failing to properly and adequately use and maintain the braking, wheels, and/or steering mechanisms of his' vehicle; in causing this accident and in failing to avoid this incident; and in violating the applicable various rules, regulations, statutes, ordinances and provisions.

151. The negligence and carelessness of plaintiff Jose Aybar was a direct and proximate cause of the accident.

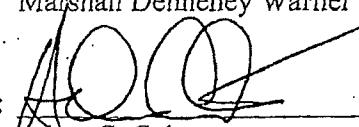
152. By reason of the foregoing, Defendant U.S. Tires and Wheels of Queens, LLC is entitled to indemnification and contribution from and judgment over and against the plaintiff for indemnification and/or contribution in the amount of money paid by defendant over and above

its equitable share of the judgment, verdict and/or recovery, as determined in accordance with the relative culpability of each party liable for contribution.

WHEREFORE, Defendant U.S. Tires and Wheels of Queens, LLC i/s/h/a US Tires and Wheels of Queens, LLC demands judgment as follows:

- (a) dismissing the Amended Verified Complaint;
- (b) granting defendant U.S. Tires and Wheels of Queens, LLC's counterclaim;
- (c) awarding them costs and disbursements of this action, including attorneys' fees; and
- (d) for such other and further relief as the Court may deem just and proper.

Dated: New York, New York
March 17, 2015

Marshall Dennehey Warner Coleman & Goggin

By: _____
Adam C. Calvert
Attorneys for Defendant
U.S. Tires and Wheels of Queens, LLC
i/s/h/a US Tires and Wheels of Queens, LLC
Wall Street Plaza • 88 Pine Street – 21st Floor
New York, New York 10005
Tel: (212) 376-6400
Fax: (212) 376-6490
File No.: 40318.00121

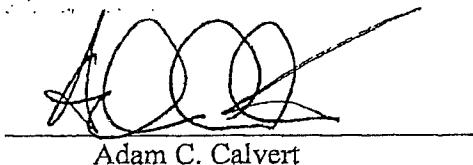
To: Cohen, Placitella & Roth, P.C.
Attorneys for all Plaintiffs
2001 Market Street, Suite 2900
Philadelphia, Pennsylvania 19103

ATTORNEY VERIFICATION

Adam C. Calvert, an attorney duly admitted to practice law in the State of New York, affirms and says:

I am associated with the law firm of Marshall Dennehey Warner Coleman & Goggin, attorneys for Defendant, U.S. Tires and Wheels of Queens, LLC i/s/h/a US Tires and Wheels of Queens, LLC. I have read the annexed Answer and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true. This Verification is made by me instead of by Defendant because they do not maintain a place of business in the County where your affirmant's office is located.

Dated: New York, New York
March 17, 2015



Adam C. Calvert

27/2035652.v1

**EXHIBIT
"B"**

FILED: QUEENS COUNTY CLERK 07/01/2015 04:04 PM

NYSCEF DOC. NO. 1

INDEX NO. 706908/2015

RECEIVED NYSCEF: 07/01/2015

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X JOSE AYBAR,

Plaintiff,
-against-

THE GOODYEAR TIRE & RUBBER COMPANY,
and GOODYEAR DUNLOP TIRES NORTH
AMERICA, LTD.,

Defendants.

X Index No.:

Date Filed:

Plaintiff designates
QUEENS COUNTY
as trial venue

The basis of venue
Residence of Plaintiff

Summons

To the above named Defendant(s):

You are hereby summoned and required to serve upon the Plaintiff's attorney an answer to the complaint in this action with twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you with the State of New York); and in case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
June 30, 2015

CERTAIN & ZILBERG, PLLC
Attorneys for Plaintiff, JOSE AYBAR
Office and Post Office Address
909 Third Avenue, 28th Floor
New York, New York 10022
Telephone: (212) 687-7800

Defendants' addresses:

THE GOODYEAR TIRE & RUBBER COMPANY	C/O CORPORATION SERVICE COMPANY 80 STATE STREET ALBANY, NEW YORK 12201
GOODYEAR DUNLOP TIRES NORTH AMERICA, LTD.	C/O CORPORATION SERVICE COMPANY 80 STATE STREET ALBANY, NEW YORK 12201

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X JOSE AYBAR,

Index No.:
Date Filed:

Plaintiff,
-against-

THE GOODYEAR TIRE & RUBBER COMPANY,
and GOODYEAR DUNLOP TIRES NORTH
AMERICA, LTD.,

Plaintiff designates
QUEENS COUNTY
as trial venue

The basis of venue
Residence of Plaintiff

Defendants.

-----X **Verified Complaint**

Plaintiff, JOSE AYBAR, by and through counsel, CERTAIN & ZILBERG, as and for his complaint against the Defendants THE GOODYEAR TIRE & RUBBER COMPANY and GOODYEAR DUNLOP TIRES NORTH AMERICA, LTD., alleges as follows:

PARTIES

1. At all times relevant herein, the Plaintiff, JOSE AYBAR, was a natural person residing in the County of Queens, City and State of New York.
2. At all times relevant herein, upon information and belief, Defendant THE GOODYEAR TIRE & RUBBER COMPANY is an active Ohio corporate entity, registered as a foreign corporate entity with the New York State Department of State under Department of State Identification No. 99296 , designating as its New York registered agent Corporation Service Company of 80 State Street, Albany, New York, 12207-2543.
3. Defendant GOODYEAR DUNLOP TIRES NORTH AMERICA, LTD is an active Ohio limited liability company, registered as a foreign limited liability company with the New York State Department of State under Department of State Identification No. 2413740 , designating as its New York registered agent Corporation Service Company of 80 State Street, Albany, New York, 12207-2543. Upon information and belief, Defendants GOODYEAR TIRE & RUBBER CO. and GOODYEAR DUNLOP TIRES NORTH AMERICA, LTD (hereinafter collectively known as the "GOODYEAR Defendants") are in the business of designing, testing, manufacturing, distributing and selling tires for automobiles, trucks and buses that are marketed, sold and used throughout the world, including the State of New York.
4. Upon information and belief, the GOODYEAR Defendants regularly do and/or solicit business and derive substantial revenue from goods used and consumed and services rendered in the State of New York.

FACTS

5. Upon information and belief, at all relevant times, the GOODYEAR Defendants were and are designers, manufacturers, and/or sellers of "GOODYEAR" branded tires.
6. At all relevant times, Defendant GOODYEAR TIRE & RUBBER COMPANY was, and is, the owner of the U.S patent and trademark office registered "GOODYEAR" mark.
7. Upon information and belief, at all relevant times, the GOODYEAR Defendants have represented to the public or have otherwise held themselves out as having expertise and/or special knowledge in design and manufacture of vehicle tires.
8. At all relevant times, the GOODYEAR Defendants have represented to the public that their tires are safely and well constructed.
9. Defendants designed, manufactured and/or sold "GOODYEAR" brand tires, and more specifically WRANGLER AP P245/70R16 106S tires bearing the DOT# MK9L3NER0402. (hereinafter "the subject tires")
10. In or about late 2011 Plaintiff purchased and received delivery of a certain 2002 Ford Explorer sport utility vehicle, bearing VIN# 1FMDU74WX2ZB89795, together with the subject tires from a third party.
11. On or about July 1, 2012 JOSE AYBAR was operating the above 2002 Ford Explorer when a WRANGLER AP P245/70R16 106S tire bearing the DOT# MK9L3NER0402 unexpectedly failed/separated causing Plaintiff to lose control of said vehicle and causing said vehicle to roll over.
12. Further, by reason of the aforesaid, Plaintiff suffered and continues to suffer significant pain, physical disability, impairment, discomfort, loss of enjoyment of life and mental anguish.
13. Additionally, Plaintiff has suffered from loss of wages and incurred past, and will incur future medical expenses.

A FIRST CLAIM BASED ON STRICT PRODUCTS LIABILITY

14. Plaintiff restates the allegations within the above paragraphs as if fully set forth herein.
15. The subject tires were received by Plaintiff in substantially the same condition in which they were sold, delivered, or otherwise placed in the stream of commerce by Defendants.
16. The subject tires are defective in design, manufacture and component materials and parts and in the inadequacy and inaccuracy of accompanying instructions, labels and warnings.
17. The subject tires as designed and constructed were unfit for their intended use and were therefore unreasonably dangerous to their intended and anticipated users.

18. As a result of the defective nature of the subject product the Plaintiff suffered significant pain, physical disability, impairment, discomfort, loss of enjoyment of life, mental anguish and other losses.
19. For claims based upon the above, the Defendants are strictly liable for the Plaintiff's resulting injuries.
20. For claims based upon strict products liability, Defendants are liable to the Plaintiff for compensatory damages in a sum greater than the jurisdictional limits of all lower Courts.

A SECOND CLAIM FOR NEGLIGENCE

21. Plaintiff restates the allegations within the above paragraphs as if fully set forth herein..
22. The GOODYEAR Defendants were negligent in the design, manufacturing, testing, inspection, distribution, promotion, marketing and sale of the product, including but not limited to:
 - a. Negligently designing and manufacturing the product;
 - b. Negligently designing and manufacturing the product so as to permit it to be dangerous to the user of said product;
 - c. Negligently making false and/or misleading representation about the quality of the product and its features;
 - d. Negligently failing to properly, sufficiently and/or accurately warn and or instruct purchasers and/or users of the potential hazards and dangers presented by use of the product;
 - e. Negligently failing to properly test the product; and
 - f. Negligently failing to properly inspect the product.
23. The GOODYEAR Defendants were, or should have been, aware of the allegations of the above paragraph and the related potential for injury.
24. The GOODYEAR Defendants were negligent in the sale, inspection, failure to warn, servicing and repair of the subject tires, including but not limited to:
 - a. Negligently selling the subject tires;
 - b. Negligently making false representations about the quality and condition of the subject tires;
 - c. Negligently failing to properly inspect the subject tires;
 - d. Negligently failing to properly maintain the subject tires;
 - e. Negligently failing to properly service the subject tires; and
 - f. Negligently failing to provide adequate warnings for the subject tires.
25. The GOODYEAR Defendants were, or should have been, aware of the allegations of the above paragraph and the related potential for injury.

26. The Defendants' negligence as alleged above was the proximate cause of the significant pain, physical disability, impairment, discomfort, loss of enjoyment of life, mental anguish and other losses suffered by Plaintiff.
27. As a result of the foregoing negligence, Defendants are liable to the Plaintiff for compensatory damages in a sum greater than the jurisdictional limits of all lower Courts.

A THIRD CLAIM FOR BREACH OF WARRANTY

28. Plaintiff restates the allegations within the above paragraphs as if fully set forth herein.
29. The GOODYEAR Defendants warranted by implication that the subject tires were fit and reasonably safe for use and made in consideration of reliable research, design, testing and inspection conducted by qualified and knowledgeable experts and professionals.
30. Further, the GOODYEAR Defendants made express representations about the quality, design, safety and fitness of the product as an inducement to encourage the purchase and use of the product.
31. Defendants' warranties with respect to the subject tires were breached when the subject tires and their component parts proved to be unsafe and not reasonably suitable and fit for the uses intended and expected.
32. Those breaches of express warranties by Defendants were the proximate cause of Plaintiff's injuries as alleged in this complaint.
33. The Defendants breached the warranties in that the product failed to operate as promised, implied, expected and relied upon.
34. As a direct result of Plaintiff's reliance on the Defendants' product, he suffered the injuries complained of herein.
35. As a result of the foregoing breach of warranty, the Plaintiff suffered and continues to suffer significant pain, physical disability, impairment, discomfort, loss of enjoyment of life and mental anguish.
36. For claims based upon breach of warranty the Defendants is liable to the Plaintiff for compensatory damages in a sum greater than the jurisdictional limits of all lower Courts.

A FOURTH CLAIM UNFAIR AND DECEPTIVE TRADE PRACTICES (GBL § 349)

37. Plaintiff repeats and reallege each and every allegation contained in the foregoing paragraphs as if fully set forth at length herein.

38. The GOODYEAR Defendants concealed and/or failed to reveal material facts that were known, or should have been known, to them with respect to the subject tire product and its attendant hazards and risks.
39. The GOODYEAR Defendants failed to provide adequate or reasonable warnings and/or instructions concerning the attendant hazards and risks which It knew or should have known were associated with its product, including but not limited to the safe and effective use life of its tire products including the subject tire product.
40. Before to the subject incident, the defendant were aware of prior incidents that demonstrated the need for further warnings and/or instructions.
41. Despite defendants' awareness of the serious nature of the above defect(s) and age related failures, the defendants took no action to warn plaintiff and other owner, users or bystanders of the potential of injury and/or property loss associated with its tire products including the subject tire.
42. Defendants' conduct in failing to issue a proper warning, instruction, or take any other reasonable prophylactic action needlessly exposed the public to the latent dangers of its products in violation of the New York State General Business Law (NYS GBL) prohibition against unfair and deceptive trade practices pursuant to GBL §349.
43. As a result of the aforesaid malfeasance and nonfeasance, the defendants are liable to plaintiff for damages in an amount to be determined by a jury in addition to an award of attorney's fees and costs, pursuant to the provision of the NYS GBL.

WHEREFORE, Plaintiff prays for judgment jointly and severally against the Defendants for damages in a sum in excess of the jurisdictional limits of all lower Courts in addition to attorney's fees, punitive damages, together with interest, costs and other relief that the Court may deem just and proper.

Dated: New York, New York
June 30, 2015

RESPECTFULLY SUBMITTED:



CERTAIN & ZILBERG, PLLC
BY: Gary Todd Certain, Esq.
For Plaintiff JOSE AYBAR
909 Third Avenue, 28th Floor
New York, New York 10022
Telephone: (212) 687-7800

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
JOSE AYBAR,

Index No.:

Plaintiff,
-against-

THE GOODYEAR TIRE & RUBBER COMPANY,
and GOODYEAR DUNLOP TIRES NORTH
AMERICA, LTD.

Attorney's
Verification
(Affirmation)

Defendants.

-----X

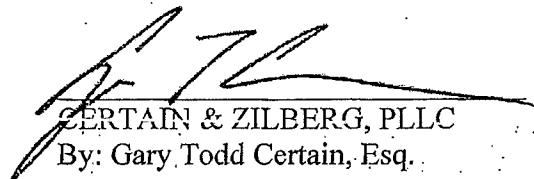
I, the undersigned, an attorney admitted to practice in the Courts of the State of New York, state that I am the attorney of record for the plaintiff in the within action; that I have read the foregoing Verified Complaint and know its contents; that it is true to my own knowledge, except as to matters alleged to be on information and belief, and as to those matters I believe it to be true. The reason that this verification is made by me and not by the Plaintiff is because the Plaintiff is not located in the county in which your affiant maintains his office. The grounds of my belief as to all matters not stated upon my own knowledge are as follows:

Records contained in my files and conversations had with the Plaintiff.

I affirm that the foregoing statements are true, under the penalties of perjury.

Dated: New York, New York
June 30, 2015

Affirmed:


CERTAIN & ZILBERG, PLLC
By: Gary Todd Certain, Esq.

Index No.

Year 20____

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

JOSE AYBAR,*Plaintiff,**-against-*

**THE GOODYEAR TIRE & RUBBER COMPANY, and
GOODYEAR DUNLOP TIRES NORTH AMERICA, LTD.**

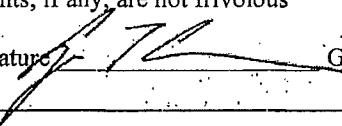
Summons and Verified Complaint

CERTAIN & ZILBERG, PLLC
Attorneys for Plaintiff
909 Third Avenue, 28th Floor
New York, New York 10022
Telephone: (212) 687-7800

*To:**Attorney for:**Service of a copy of the within SUMMONS and VERIFIED COMPLAINT is hereby admitted.**Dated:*

Attorney(s) for

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained herein and the annexed documents, if any, are not frivolous

*Dated June 30, 2015**Signature*  *GARY T. CERTAIN*

PLEASE TAKE NOTICE

*that the within is a certified true copy of a
Notice of _____ entered in the office of the clerk of the within named Court on _____
Entry*

200____

*that an Order of which the within is a true copy will be presented for settlement to the
Notice of _____ Hon. _____ at _____ one of the judge of the within named Court,
Settlement _____ on _____ 200____, at _____ m.
Dated: New York, New York*

CERTAIN & ZILBERG, PLLC
Attorneys for Plaintiff JOSE AYBAR
909 Third Avenue, 28th Floor
New York, New York 10022
Telephone: (212) 687-7800

*TO:**Attorney(s) for*

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

X

JOSE AYBAR, ORLANDO GONZALES, JOSE AYBAR as Administrator of THE ESTATE OF CRYSTAL CRUZ-AYBAR, JESENIA AYBAR as Administratrix of THE ESTATE OF NOELIA OLIVERAS, JESENIA AYBAR as LEGAL GUARDIAN on behalf of KEILA CABRAL, a minor, ANNA AYBAR and JESENIA AYBAR as Administratrix of THE ESTATE OF TIFFANY CABRAL,

Index No.: 9344/2014

Plaintiff designates Queens County as the place of trial.

Amended.
SUMMONS

Plaintiffs,
-against-

US TIRES AND WHEELS OF QUEENS, LLC

Defendant.

X

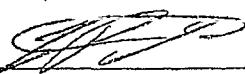
7/9/2014
The basis of venue is: Defendant's Principal Place of Business

TO THE ABOVE NAMED DEFENDANT:

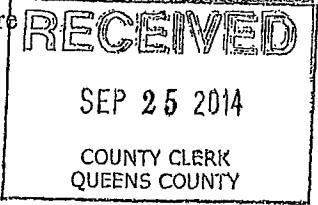
YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (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 Amended Verified Complaint pursuant to section 3215 of the New York Civil Practice Law and Rules.

Dated: September 23, 2014
Red Bank, NJ

COHEN, PLACITELLA & ROTH, P.C.

By: 

Christopher M. Placitella, Esquire
Attorney No. 2202497
Joel S. Rosen, Esquire
Mark B. Goodheart, Esquire
Jared M. Placitella, Esquire
Attorney No. 5216817



2001 Market Street, Suite 2900
Philadelphia, PA 19103
Attorneys for all Plaintiffs

TO DEFENDANT ADDRESSED:

US Tires and Wheels of Queens
8924 Metropolitan Avenue
Rego Park, NY 11374

**EXHIBIT
"C"**

FILED: QUEENS COUNTY CLERK 07/01/2015 04:05 PM

NYSCEF DOC. NO. 1

INDEX NO. 706909/2015

RECEIVED NYSCEF: 07/01/2015

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

X INDEX:

ANNA AYBAR, ORLANDO GONZALEZ,
JESENIA AYBAR, as legal guardian on behalf of
KEYLA CABRAL, an infant over the age of fourteen (14) years;
JESENIA AYBAR, as Administratrix of the ESTATE OF
NOELIA OLIVERAS, JESENIA AYBAR, as Administratrix of
the ESTATE OF TIFFANY CABRAL, a deceased infant
under the age of fourteen (14) years, and ANNA AYBAR, as
Administratrix of the ESTATE OF CRYSTAL CRUZ-AYBAR

DATE FILED:

S H A M O R S

Plaintiffs,

-against-

JOSE A. AYBAR, JR., FORD MOTOR COMPANY,
THE GOODYEAR TIRE & RUBBER CO., and
“JOHN DOES 1 THRU 30”

Defendants

Plaintiff designates
Queens County as place of trial

Basis of venue:
Plaintiff Anna Aybar's residence:
1726 Himrod Street,
Ridgewood, Queens, NY 11416

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 attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after 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
June 30, 2015

Yours, etc.

~~OMRANI & TAUB, P.C.~~
~~By: Michael A. Taub, Esq.~~
~~Attorney(s) for the Plaintiff~~
~~909 Third Ave., - 28th Floor~~
~~New York, New York 10022~~
~~(212) 599-5550~~

PROMPTLY FORWARD THIS DOCUMENT TO YOUR INSURANCE COMPANY:

Defendant's addresses:

JOSE AYBAR
7208 Tonnelle Avenue
North Bergen, NJ
(service via Department of State and/or Personal Service)

THE GOODYEAR TIRE & RUBBER CO
200 Innovation Way
Akron, OH 44316-0001
(service via Department of State)

FORD MOTOR COMPANY
1 American Rd.
Dearborn, MI 48126
(service via Department of State)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
ANNA AYBAR, ORLANDO GONZALEZ,
JESENIA AYBAR, as legal guardian on behalf of
KEYLA CABRAL, an infant over the age of fourteen (14) years;
JESENIA AYBAR, as Administratrix of the ESTATE OF
NOELIA OLIVERAS, JESENIA AYBAR, as Administratrix of
the ESTATE OF TIFFANY CABRAL, and ANNA AYBAR, as
Administratrix of the ESTATE OF CRYSTAL CRUZ-AYBAR

Index No.:

Plaintiffs,

**VERIFIED
COMPLAINT**

-against-

JOSE A. AYBAR, JR., FORD MOTOR COMPANY,
THE GOODYEAR TIRE & RUBBER CO., and
“JOHN DOES 1 THRU 30”

Defendants.

-----X

Plaintiff, by and through his attorneys, OMRANI & TAUB, P.C., complaining of the defendants herein, respectfully alleges, upon information and belief, as follows:

1. That at all times relevant herein, the Plaintiff, ANNA AYBAR, was and still is a resident of the County of Queens, State of New York.
2. That on the 1st day of July, 2012 and at all times relevant herein, the defendant, JOSE A. AYBAR, JR., was a resident of the State of New York.
3. The on the 1st day of July, 2012 and at all times relevant herein, the defendant, JOSE A. AYBAR, JR., was the owner of a certain motor vehicle bearing New York State license plate registration number FGV9198 for the year 2012 and assigned Vehicle Identification No. 1FMDU74WX2ZB89795.
4. That on or about the 1st day of July, 2012 and at all times relevant herein, the defendant, JOSE A AYBAR, JR., was the operator of the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

5. That at all times relevant herein, the defendant, JOSE A. AYBAR, JR., maintained the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

6. That at all times relevant herein, the defendant, JOSE A. AYBAR, JR., managed the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

7. That at all times relevant herein, the defendant, JOSE A. AYBAR, JR., controlled the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

8. That at all times relevant herein, the defendant, FORD MOTOR COMPANY, was and still is a corporation, duly organized and existing pursuant to the laws of the State of Delaware, with a principal place of business in Dearborn, Michigan, and was at all times herein mentioned authorized and/or qualified to conduct business, and was conducting business, in the State of New York.

9. That at all times relevant herein, the defendant, FORD MOTOR COMPANY, was and still is a foreign corporation duly registered with the New York Department of State, and was authorized to transact business in the State of New York.

10. That at all times relevant herein, the defendant, FORD MOTOR COMPANY, transacted business, and derived substantial revenue from the sale of its products, in the State of New York.

11. That at all times relevant herein, the defendant, FORD MOTOR COMPANY, owned real property and/or leased various premises, and otherwise conducted business at said locations, within the State of New York, and within the County of Queens.

12. That at all times relevant herein, the defendants, "JOHN DOES 1 thru 30", and each of them, were individuals, corporations, partnerships, and/or associations residing in and/or authorized to do business in, and/or were doing business in the State of New York, and derived substantial income from said business. The true names and/or capacities, whether individual, corporate, associate, governmental or otherwise of defendants, "JOHN DOES 1 thru 30",

inclusive and each of them, are unknown to the plaintiffs, who therefore sue said defendants by such fictitious names. When the true names and/or capacities of said defendants are ascertained, the plaintiffs will seek leave of this Court to amend the Complaint accordingly.

13. That each of the defendants designated herein as a "JOHN DOE" was responsible, negligently or in some other actionable manner, for the events and happenings herein referred to which proximately caused the damages to the plaintiff as hereinafter alleged herein, either through said defendant's own negligence or through the conduct of its agents, servants, employees or representatives in some other matter.

14. That at all times relevant herein, the defendants designated as "JOHN DOE", and each of them, were the agents, servants, employees, representatives and/or joint venturers of the defendant, FORD MOTOR COMPANY, and/or their co-defendants and were, as such, acting within the course, scope and authority of said relationship.

15. That at all times relevant herein, the defendants, FORD MOTOR COMPANY and "JOHN DOES 1 thru 30", inclusive, were engaged in the business of manufacturing, fabricating, designing, assembling, distributing, selling, inspecting; servicing, repairing, marketing, warranting, selling, retailing, wholesaling and advertising certain motor vehicles, and or its component parts, bearing the designations Ford Explorer for the year 2002..

16. That at all times relevant herein, the defendants, FORD MOTOR COMPANY and/or "JOHN DOES 1 thru 30", inclusive, manufactured, fabricated, designed, assembled, distributed, and sold into the stream of commerce, the aforesaid **2002 Ford Explorer** model motor vehicle, and each and every component part thereof, bearing New York State license plate registration number FGV9198 for the year 2012 and Vehicle Identification No. 1FMDU74WX2ZB89795 (hereinafter referred to as the subject "Ford Explorer").

17. That at all times relevant herein, the defendants, FORD MOTOR COMPANY and/or "JOHN DOES 1 thru 30" inclusive, marketed, warranted, sold, retailed, wholesaled and advertised the aforesaid 2002 Ford Explorer motor vehicle bearing New York State license plate

registration number FGV9198 for the year 2012 and Vehicle Identification No. 1FMDU74WX2ZB89795.

18. That at all times relevant herein, the defendants, FORD MOTOR COMPANY and/or "JOHN DOES 1 thru 30" inclusive, inspected, serviced and/or repaired the aforesaid 2002 Ford Explorer motor vehicle bearing New York State license plate registration number FGV9198 for the year 2012 and Vehicle Identification No. 1FMDU74WX2ZB89795.

19. That at all times relevant herein, the defendants knew, or in the exercise of reasonable care should have known, that the aforesaid subject Ford Explorer motor vehicle would be used without inspection for defects in its parts, component parts, mechanisms or design, for use in the State of New York and elsewhere.

20. That at all times relevant herein, there existed certain defective, unsafe and defective condition(s) in the design, manufacture, fabrication and/or assembly of the aforesaid subject 2002 Ford Explorer motor vehicle bearing New York State license plate registration number FGV9198 for the year 2012 and Vehicle Identification No. 1FMDU74WX2ZB89795.

21. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., was and still is a corporation, duly organized and existing pursuant to the laws of the State of Ohio, Delaware, with a principal place of business in Akron, Ohio, and was at all times herein mentioned authorized and/or qualified to conduct business, and was conducting business, in the State of New York.

22. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., was and still is an unincorporated business enterprise, duly organized and existing pursuant to the laws of the State of Ohio, Delaware, with a principal place of business in Akron, Ohio, and was at all times herein mentioned authorized and/or qualified to conduct business, and did conduct business, in the State of New York.

23. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., was and still is a foreign corporation duly registered with the New York

Department of State, and as such was authorized to transact business in the State of New York.

24. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., was and still is a domestic corporate entity, duly registered with the New York Department of State.

25. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., was and still is a business enterprise duly registered with the New York Department of State, and as such was authorized to transact business in the State of New York.

26. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., transacted business and derived substantial revenue from the sale of its products, within the State of New York.

27. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., owned real property and/or leased various premises, and otherwise conducted business at said locations, within the State of New York, and within the County of Queens.

28. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., regularly does and/or solicits business and drives substantial revenue from goods used and consumed and services rendered in the State of New York.

29. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., was and still is in the business of designing, testing, manufacturing, marketing and selling tires for automobiles that are marketed, sold and used through the world, and in the State of New York.

30. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., was and still is a designer, manufacturer and/or seller of "GOODYEAR" brand tires.

31. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., has represented to the public or has otherwise held itself out as having expertise and/or special knowledge in the design, fabrication and manufacture of motor vehicle tires.

32. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., has represented to the public that its tires are well constructed and safe to use as tires for motor vehicles, including the subject 2002 Ford Explorer herein.

33. That at all times relevant herein, the defendant, THE GOODYEAR TIRE & RUBBER CO., designed, fabricated, manufactured and/or sold, into the stream of commerce, "Goodyear" brand tires, and more specifically, a "Wrangler AP P245/70R16 106S tire bearing the DOT # MK9L3NER0402 (hereinafter the subject "Goodyear Wrangler AP tire").

34. That on or about late 2011, the defendant, JOSE A. AYBAR, JR., purchased and received delivery of the aforesaid subject "Ford Explorer" motor vehicle bearing VIN #: 1FMDU74WX2ZB89795, together with the "subject tire" from a third-party and thereafter used and operated the aforesaid "Ford Explorer" and the subject "Goodyear Wrangler AP tire" as intended.

35. That the aforesaid subject "Goodyear Wrangler AP tire" was dangerous, hazardous and defective, and was otherwise unsuitable for the use for which it was intended.

36. That on or about the 1st day of July, 2012 and at all times relevant herein, the plaintiff, ANNA AYBAR, was a passenger in the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

37. That on or about the 1st day of July and at all times relevant herein, the plaintiff, ORLANDO GONZALEZ, was a passenger in the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

38. That on or about the 1st day of July and at all times relevant herein, the plaintiff, KAYLA CABRAL, was a passenger in the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

39. That on or about the 1st day of July and at all times relevant herein, the plaintiff, NOELIA OLIVERAS, deceased, was a passenger in the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

40. That on or about the 1st day of July and at all times relevant herein, the plaintiff, CRYSTAL N. CRUZ-A YBAR, deceased, was a passenger in the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

41. That on or about the 1st day of July and at all times relevant herein, the plaintiff, TIFFANY CABRAL (deceased infant), was a passenger in the aforesaid motor vehicle bearing New York State license plate registration number FGV9198.

42. That at all times, Interstate Highway 85, Northbound, at or about mile marker #24, in the County of Brunswick, State of Virginia, was and still is a public roadway.

43. That on the 1st day of July, 2012 while the defendant, JOSE A. AYBAR, JR., was operating the aforesaid "Ford Explorer" at or about the aforesaid roadway location, the subject "Ford Explorer" became unstable following the failure of the rear driver's side subject "Goodyear Wrangler AP tire", thereby causing and/or allowing and otherwise resulting in said subject motor vehicle to lose stability and control, and to overturn and roll over multiple times.

44. That said loss of control and subsequent rollover was due, in whole or in part, to a dynamic oversteer resulting from the rear or lateral instability of the subject "Ford Explorer", which was beyond the recovery capabilities of the defendant operator, JOSE A. AYBAR, JR., as a non-professional driver, which eventually caused the subject "Ford Explorer" vehicle's remaining tires to exceed their maximum cornering speed causing the vehicle in turn to roll due to its low Static Stability Factor ("SSF"), i.e. high center of gravity and comparatively narrow wheel base.

45. That at all times relevant herein, the defendants, and each of them, had a duty to properly manufacture, design, assemble, package, test, fabricate, analyze, inspect, merchandise, market, distribute, label, advertise, promote, market, sell, supply, warn, select, and repair the aforesaid subject "Ford Explorer" and/or the subject "Goodyear Wrangler AP tire" and/or aftermarket parts and/or installation guides.

46. That at all times relevant herein, the defendants, and each of them, knew or in the

exercise of reasonable care should have known that the subject "Ford Explorer" and/or the subject "Goodyear Wrangler AP tire" and any component parts and/or aftermarket parts and/or installation guides were not properly manufactured, designed, assembled, packaged, tested, fabricated, analyzed, inspected, merchandised, marketed, distributed, labeled, advertised, promoted, sold, supplied, leased, rented, repaired, selected and provided inadequate warnings for the use and purpose for which it was intended and posed unreasonable risk of injury those person(s) who used it.

47. That the defendants, and each of them, so negligently and carelessly, manufactured, designed, assembled, packaged, tested, fabricated, analyzed, inspected, merchandised, marketed, distributed, labeled, advertised, marketed, promoted, sold, supplied, leased, rented, repaired, selected and provided inadequate warnings and provided the aforesaid subject Ford Explorer and each of its component parts and/or aftermarket parts and/or installation guides so that the same was a defective and dangerous product, unsafe for the respective use and purpose for which it was intended when used and driven as recommended or for reasonably foreseeable misuse by said defendants and each of them, in that said Subject Explorer and each of its component parts and/or aftermarket parts and/or installation guides during a reasonably foreseeable maneuver was unstable, dangerous and would rollover with roof crushing instability causing injury to its occupants, as alleged hereinabove.

48. That at all time relevant herein the aforesaid subject "Ford Explorer" and subject "Goodyear Wrangler AP tire" were unreasonably dangerous, unstable, hazardous and otherwise defective, during a reasonably foreseeable driving and/or driving maneuvers made with due care.

49. That said tire failure of the subject "Goodyear Wrangler AP tire", including, but not necessarily limited to complete tread separation and blowout was due, in whole or in part, to negligent design, fabrication and manufacture, improper and/or inadequate testing and inspecting, and failure to properly, sufficiently, diligently and/or adequately warning or instructing purchasers and/or third-party installers and/or end users of said product.

AS AND FOR A FIRST CAUSE OF ACTION

**On behalf of plaintiff, ANA AYBAR
(Negligence and/or Products Liability against all defendants)**

50. That by reason of the foregoing, the plaintiff, ANNA AYBAR, was caused to be seriously injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment.

51. That said injuries and related damages were caused by the negligence, carelessness and/or recklessness of the defendants herein, their agents, servants, employees and/or assigns, jointly and severally, and without any negligence on the part of the plaintiff contributing thereto.

52. That as a result of the foregoing, the plaintiff, ANNA AYBAR, sustained a Serious Injury as defined by Section §5102 of the Insurance Law of the State of New York.

53. That as a result of the foregoing, the plaintiff, ANNA AYBAR, sustained, and/or will continue to accrue, a loss greater than Basic Economic Loss as defined by Section §5102 of the Insurance Law of the State of New York.

54. That this action falls within one or more of the exceptions set forth in CPLR §1602. Plaintiff defers all issues of law to the Court for resolution at the time of trial.

55. That by reason of the foregoing, the Plaintiff, ANNA AYBAR, has been damaged in an amount to be determined by the court and/or a jury, in excess of the jurisdictional dollar limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR A SECOND CAUSE OF ACTION

**On behalf of plaintiff, ORLANDO GONZALEZ
(Negligence and/or Products Liability against all defendants)**

56. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the

paragraphs of this Complaint marked and designated as "1" through "49" herein, with the same force and effect as though the same were set forth herein at length.

57. That by reason of the foregoing, the plaintiff, ORLANDO GONZALEZ, was caused to be seriously injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment.

58. That said injuries and related damages were caused by the negligence, carelessness and/or recklessness of the defendants herein, their agents, servants, employees and/or assigns, jointly and severally, and without any negligence on the part of the plaintiff contributing thereto.

59. That as a result of the foregoing, the plaintiff, ORLANDO GONZALEZ, sustained a Serious Injury as defined by Section §5102 of the Insurance Law of the State of New York.

60. That as a result of the foregoing, the plaintiff, ORLANDO GONZALEZ, sustained, and/or will continue to accrue, a loss greater than Basic Economic Loss as defined by Section §5102 of the Insurance Law of the State of New York.

61. That this action falls within one or more of the exceptions set forth in CPLR §1602. Plaintiff defers all issues of law to the Court for resolution at the time of trial.

62. That by reason of the foregoing, the plaintiff, ORLANDO GONZALEZ, has been damaged in an amount to be determined by the court and/or a jury, in excess of the jurisdictional dollar limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR A THIRD CAUSE OF ACTION
On behalf of plaintiff, KEYLA CABRERA
(Negligence and/or Products Liability against all defendants)

63. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "49" herein, with the same force and effect as though the same were set forth herein at length.

64. That on July 1, 2012 the infant plaintiff, KEYLA CABRERA, was fourteen (14) years old, having been born on May 21, 1998. At present she is seventeen(17) years old, and brings suit by and through her legal guardian, Anna Aybar.

65. That by reason of the foregoing, the infant plaintiff, KEYLA CABRERA, was caused to be seriously injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment.

66. That said injuries and related damages were caused by the negligence, carelessness and/or recklessness of the defendants herein, their agents, servants, employees and/or assigns, jointly and severally, and without any negligence on the part of the plaintiff contributing thereto.

67. That as a result of the foregoing, the plaintiff, KEYLA CABRERA, sustained a Serious Injury as defined by Section §5102 of the Insurance Law of the State of New York.

68. That as a result of the foregoing, the plaintiff, KEYLA CABRERA, sustained, and/or will continue to accrue, a loss greater than Basic Economic Loss as defined by Section §5102 of the Insurance Law of the State of New York.

69. That this action falls within one or more of the exceptions set forth in CPLR §1602. Plaintiff defers all issues of law to the Court for resolution at the time of trial.

70. That by reason of the foregoing, the plaintiff, KEYLA CABRERA, has been damaged in an amount to be determined by the court and/or a jury, in excess of the jurisdictional dollar limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR A FOURTH CAUSE OF ACTION
On behalf of THE ESTATE OF NOELIA OLIVERAS
(Negligence and/or Products Liability and Wrongful Death against all defendants)

71. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the

paragraphs of this Complaint marked and designated as "1" through "49" herein, with the same force and effect as though the same were set forth herein at length.

72. That on July 1, 2012 NOELIA OLIVERAS, was forty two (42) years old, having been born on July 19, 1979. Her estate brings suit by and through JESENIA AYBAR, as duly appointed Administratrix of the ESTATE OF NOELIA OLIVERAS.

73. That by reason of the foregoing, NOELIA OLIVERAS, and the ESTATE OF NOELIA OLIVERAS, was caused to be seriously injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, and eventually and ultimately resulting in her death.

74. That said injuries and related damages were caused by the negligence, carelessness and/or recklessness of the defendants herein, their agents, servants, employees and/or assigns, jointly and severally, and without any negligence on the part of the plaintiff contributing thereto.

75. That as a result of the foregoing, the plaintiff, NOELIA OLIVERAS, and the ESTATE OF NOELIA OLIVERAS, sustained a Serious Injury as defined by Section §5102 of the Insurance Law of the State of New York.

76. That as a result of the foregoing, the plaintiff, NOELIA OLIVERAS, and the ESTATE OF NOELIA OLIVERAS, sustained, and/or will continue to accrue, a loss greater than Basic Economic Loss as defined by Section §5102 of the Insurance Law of the State of New York.

77. That this action falls within one or more of the exceptions set forth in CPLR §1602. Plaintiff defers all issues of law to the Court for resolution at the time of trial.

78. That by reason of the foregoing, the plaintiff, the ESTATE OF NOELIA OLIVERAS, has been damaged in an amount to be determined by the court and/or a jury, in excess of the jurisdictional dollar limits of all lower courts which might otherwise have jurisdiction over the

action.

AS AND FOR A FIFTH CAUSE OF ACTION
On behalf of THE ESTATE OF CRYSTAL CRUZ-AYBAR
(Negligence and/or Products Liability and Wrongful Death against all defendants)

79. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "49" herein, with the same force and effect as though the same were set forth herein at length.

80. That on July 1, 2012 CRYSTAL CRUZ-AYBAR was twenty-two (22) years of age, having been born on August 25, 1989. Her estate brings suit by and through JESENIA AYBAR, as duly appointed Administratrix of the ESTATE OF CRYSTAL CRUZ-AYBAR.

81. That by reason of the foregoing, CRYSTAL CRUZ-AYBAR, and the ESTATE OF CRYSTAL CRUZ-AYBAR, was caused to be seriously injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, and eventually and ultimately resulting in her death.

82. That said injuries and related damages were caused by the negligence, carelessness and/or recklessness of the defendants herein, their agents, servants, employees and/or assigns, jointly and severally, and without any negligence on the part of the plaintiff contributing thereto.

83. That as a result of the foregoing, the plaintiff, CRYSTAL CRUZ-AYBAR, and the ESTATE OF CRYSTAL CRUZ-AYBAR, sustained a Serious Injury as defined by Section §5102 of the Insurance Law of the State of New York.

84. That as a result of the foregoing, the plaintiff, CRYSTAL CRUZ-AYBAR, and the ESTATE OF CRYSTAL CRUZ-AYBAR, sustained, and/or will continue to accrue, a loss greater than Basic Economic Loss as defined by Section §5102 of the Insurance Law of the State of New York.

85. That this action falls within one or more of the exceptions set forth in CPLR §1602.

Plaintiff defers all issues of law to the Court for resolution at the time of trial.

86. That by reason of the foregoing, the plaintiff, the ESTATE OF CRYSTAL CRUZ-AYBAR, has been damaged in an amount to be determined by the court and/or a jury, in excess of the jurisdictional dollar limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR A SIXTH CAUSE OF ACTION

On behalf of THE ESTATE OF TIFFANY CABRAL

(Negligence and/or Products Liability and Wrongful Death against all defendants)

87. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "49" herein, with the same force and effect as though the same were set forth herein at length.

88. That on July 1, 2012 TIFFANY CABRAL was an infant eight (8) years of age, having been born on January 22, 2004. Her estate brings suit by and through JESENIA AYBAR, as duly appointed Administratrix of the ESTATE OF TIFFANY CABRAL.

89. That by reason of the foregoing, TIFFANY CABRAL, and the ESTATE OF TIFFANY CABRAL, was caused to be seriously injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, and eventually and ultimately resulting in her death.

90. That said injuries and related damages were caused by the negligence, carelessness and/or recklessness of the defendants herein, their agents, servants, employees and/or assigns, jointly and severally, and without any negligence on the part of the plaintiff contributing thereto.

91. That as a result of the foregoing, the plaintiff, TIFFANY CABRAL, and the ESTATE OF TIFFANY CABRAL, sustained a Serious Injury as defined by Section §5102 of the Insurance

Law of the State of New York.

92. That as a result of the foregoing, the plaintiff, TIFFANY CABRAL and the ESTATE OF TIFFANY CABRAL, sustained, and/or will continue to accrue, a loss greater than Basic Economic Loss as defined by Section §5102 of the Insurance Law of the State of New York.

93. That this action falls within one or more of the exceptions set forth in CPLR §1602. Plaintiff defers all issues of law to the Court for resolution at the time of trial.

94. That by reason of the foregoing, the plaintiff, the ESTATE OF TIFFANY CABRAL, has been damaged in an amount to be determined by the court and/or a jury, in excess of the jurisdictional dollar limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR A SEVENTH CAUSE OF ACTION

On behalf of all plaintiffs
(Strict Products Liability against defendant; FORD MOTOR COMPANY)

95. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "94" herein, with the same force and effect as though the same were set forth herein at length.

96. That the defendants knew, or should have known, that the subject "Ford Explorer" vehicle was to be purchased and used without inspection for defects by the foreseeable users of said vehicle, including but not limited to the plaintiffs herein.

97. That the subject "Ford Explorer" and each of its parts, component parts and/or aftermarket parts and/or installation guides mentioned herein was manufactured, designed, assembled, packaged, tested, warranted, fabricated, analyzed, inspected, merchandised, marketed, distributed, labeled, advertised, promoted, warranted, sold, supplied, leased, repaired, modified, aftermarket modified, adjusted, selected and/or used with inherent vices and defects both in design and manufacturing and by failure to warn (hereinafter "subject defects") which made it dangerous, hazardous and unsafe both for its intended use or for reasonably foreseeable misuses.

98. That the plaintiffs are informed and believe, and thereupon allege, that these "subject defects" include, but are not necessarily limited to, the following conditions:

A. Insufficient lateral and roll stability so as to keep the vehicle upright during cornering and handling by an ordinary driver during reasonably foreseeable roadway and traffic conditions; which Defendants at all times knew and were aware could and did cause substantial severe and life-threatening injuries and head and neck injuries when used in a reasonably foreseeable manner, and which Defendants, and each of them further knew and were aware, would fail to keep the vehicle upright during cornering and handling by an ordinary driver during reasonably foreseeable roadway and traffic conditions. Despite the availability to defendants of the technology to include AdvanceTrac, with RSC, Ford's electronic stability enhancement system, which includes four integrated components; the Anti-lock Brake system, Traction Control, Yaw Control, and a vehicle-roll motion sensor, defendants did not include such available roll stability control systems in the subject Ford Explorer, which systems would have prevented the roll over accident and the injuries sustained the plaintiff during the subject accident sequence;

B. SKATE, or loss of rear end directional control and high propensity to roll Over during foreseeable usage;

C. Lateral instability and rollover propensities;

D. Despite the defendants' awareness of the aforementioned dangers and defects, the defendants failed to give any warnings, and or adequate warnings, to the plaintiff and/or other purchasers and end users of the subject Ford Explorer of the aforementioned known dangers and defects.

99. That at all times relevant herein, the defendants, and each of them, knew and intended that said vehicles would be purchased, operated and/or used by members of the general public who would rely on the defendants to transmit any relevant warnings about said vehicles.

100. That the subject "Ford Explorer", and each of its component parts and/or after market parts and/or installation guides, was unsafe for its intended use and/or reasonably

foreseeable misuse by reason of defects in its design and/or manufacturing and/or failure to warn by said defendants, and each of them, in that when the subject Explorer and each of its component parts and/or after market parts and/or installation guides was used by the plaintiffs, on or about July 1, 2012 as intended and in a foreseeable manner, that the subject "Ford Explorer", during reasonably foreseeable operation and driving maneuvers, was dangerous and otherwise defective, and did suffer a loss of lateral control, and did roll over, which was the proximate and competent producing cause of the serious injuries and resulting damages set forth herein-above.

101. That as a direct and foreseeable and legal result of the conduct of the defendants, and the aforementioned defects inherent in the subject "Ford Explorer vehicle", control over said vehicle was lost by the defendant, JOSE A. AYBAR, JR., resulting in it rolling over and leaving the roadway following the failure of the subject "GOODYEAR Wrangler AP tire" mounted on the driver's side rear wheel, thereby causing the subject incident of July 1st, 2012 and the severe and serious injuries sustained by the plaintiffs herein,

Allegations supporting Exemplary Damages

102. That the plaintiffs further allege that the defendants, FORD MOTOR COMPANY and/or "JOHN DOES 1 THRU 30", and each of them, intentionally engaged in conduct which, with respect to the "subject defects" which plaintiffs allege herein were a legal cause of their loss, damages, serious injuries, disability, death, permanent disability and economic losses, exposed the plaintiffs and other end users of the subject "Ford Explorer" to serious potential danger known to the defendants in order to advance the defendants' pecuniary interests and thus acted with a conscious disregard for the safety of the plaintiff and other users of the subject "Ford Explorer", warranting an award of exemplary damages against the defendant.

103. That the defendants, FORD MOTOR COMPANY and "JOHN DOES 1-30" inclusive, knowingly and deliberately falsified test results, ignored and suppressed data, rejected changes recommended by their own engineers and their own marketing departments to increase

stability by lowering the center of gravity and increasing track width of the Ford Explorer motor vehicle and tire sizes, and further falsely mischaracterized adverse test data which these defendants knew at the time showed that their trucks, vans, suv's and pick-ups, including the subject "Ford Explorer" and similar vehicles, were prone to skid and to rollover and were defective and unsafe in real world rollover accidents thereby exposing members of the public and users of said vehicles to death and/or serious head and spinal injuries.

104. That by putting profit and public relations image in front of safety, Defendant FORD MOTOR COMPANY and/or "JOHN DOES 1-30", inclusive, produced a vehicle that was prone to handling and control problems, prone to loss of control and going out of control in response to foreseeable simple accident avoidance maneuvers when operated by the ordinary driver, stability problems that resulted in unnecessary rollovers.

105. That by reason thereof, the plaintiffs, ANNA AYBAR, ORLANDO GONZALEZ, KEYLA A YBAR, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL, were caused to be injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, resulting in the death of the plaintiffs, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL.

106. That by reason thereof, the plaintiffs herein, and each of them and/or their respective estates, have been damaged in a substantial sum of money in an amount to be determined by the court and/ or a jury, in excess of the jurisdictional limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR AN EIGHTH CAUSE OF ACTION

On behalf of all plaintiffs

(Strict Products Liability against defendant, THE GOODYEAR TIRE & RUBBER CO.)

107. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "106" herein, with the same force and effect as though the same were set forth herein at length.

108. That the subject Goodyear Wrangler AP tire" was received by the defendant, JOSE A. AYBAR, JR., and ultimately used by the plaintiff's herein, in substantially the same condition in which it was sold, delivered, or otherwise placed in the stream of commerce by the defendant, THE GOODYEAR TIRE & RUBBER CO.

109. The subject tire was defective in design, manufacture and component materials and parts and in the inadequacy and inaccuracy of accompanying instructions, labels and warnings.

110. That the subject tire, as designed and constructed, was unfit for their intended use and was therefore unreasonably dangerous to its intended and anticipated user(s).

111. That the defendant, THE GOODYEAR TIRE & RUBBER CO., failed to warn others, including end users and/or installers, of said known defects and unfitness for the use on motor vehicles.

112. That as a result of the defective nature of the subject product the Plaintiffs herein, ANNA AYBAR, ORLANDO GONZALEZ, KEYLA AYBAR, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL, were caused to be injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, resulting in the death of the plaintiffs, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL.

113. For claims based upon the above, the Defendants are strictly liable for the Plaintiff's resulting injuries.

114. For claims based upon strict products liability, the defendant, THE GOODYEAR TIRE & RUBBER CO. and/or "JOHN DOES 1 thru 30" are liable to the Plaintiffs for compensatory damages in a sum greater than the jurisdictional limits of all lower Courts.

115. That by reason thereof, the plaintiffs herein, and each of them and/or their respective estates, have been damaged in a substantial sum of money in an amount to be determined by the court and/ or a jury, in excess of the jurisdictional limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR A NINTH CAUSE OF ACTION

On behalf of all plaintiffs

(Breach of Warranty against Defendant, THE GOODYEAR TIRE & RUBBER CO.)

116. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "115" herein, with the same force and effect as though the same were set forth herein at length.

117. That the defendant, THE GOODYEAR TIRE & RUBBER CO., warranted by implication that the subject tire was fit and reasonably safe for use and made in consideration of reliable research, design, testing and inspection conducted by qualified and knowledgeable experts and professionals.

118. That the defendant, THE GOODYEAR TIRE & RUBBER CO., made express representations about the quality, design, safety and fitness of its product as an inducement to encourage the purchase and use of its product.

119. That the defendant, THE GOODYEAR TIRE & RUBBER CO's., warranties with respect to the subject tire were breached when the subject tire and its component parts proved to be unsafe and not reasonably suitable and fit for the uses intended and expected.

120. That those breaches of express warranties by said defendant were the proximate cause of the Plaintiffs injuries as alleged in this complaint.

121. That the defendant, THE GOODYEAR TIRE & RUBBER CO., breached the warranties in that the product failed to perform and operate as promised, implied, expected and relied upon.

122. That as a direct result of Plaintiffs reliance on said Defendant's product, they sustained the injuries and other damages complained of herein.

123. For claims based upon breach of warranty the defendant, THE GOODYEAR TIRE & RUBBER CO., is liable to the Plaintiffs for compensatory damages in a sum greater than the jurisdictional limits of all lower Courts.

124. That by reason thereof, the plaintiffs, ANNA AYBAR, ORLANDO GONZALEZ, KEYLA AYBAR, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL, were caused to be injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, and resulting in the death of the plaintiffs, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL.

125. That by reason thereof, the plaintiffs herein, and each of them and/or their respective estates, have been damaged in a substantial sum of money in an amount to be determined by the court and/ or a jury, in excess of the jurisdictional limits of all lower courts which might otherwise have jurisdiction over the action.

AS AND FOR A TENTH CAUSE OF ACTION
On behalf of all plaintiffs

**Unfair and Deceptive Trade practices - GBL §349 against Defendant
THE GOODYEAR TIRE & RUBBER CO.**

126. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "125" herein, with the same force and effect as though the same were set forth herein at length.

127. That the defendant, THE GOODYEAR TIRE & RUBBER CO., concealed and/or

failed to reveal material facts that were known, or should have been known, to them with respect to the subject tire product and its attendant hazards and risks.

128. That the defendant, THE GOODYEAR TIRE & RUBBER CO., failed to provide adequate or reasonable warnings and/or instructions concerning the attendant hazards and risks which it knew or should have known were associated with its product, including but not limited to the safe and effective use life of its tire products including the subject tire product.

129. That prior to the subject incident, the defendant were aware of prior incidents that demonstrated the need for further warnings and/or instructions.

130. Despite defendants' awareness of the serious nature of the above defect(s) and age related failures, the defendants took no action to warn plaintiff and other owner, users or bystanders of the potential of injury and/or property loss associated with its tire products including the subject tire.

131. Defendants' conduct in failing to issue a proper warning, instruction, or take any other reasonable prophylactic action needlessly exposed the public to the latent dangers of its product in violation of the New York State General Business Law (NYS GBL) prohibition against unfair and deceptive trade practices pursuant to GBL §349.

132. That by reason thereof, the plaintiffs, ANNA AYBAR, ORLANDO GONZALEZ, KEYLA AYBAR, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL, were caused to be injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, and resulting in the death of the plaintiffs, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL.

133. That by reason thereof, the plaintiffs herein, and each of them and/or their respective estates, have been damaged in a substantial sum of money in an amount to be determined by the court and/ or a jury, in excess of the jurisdictional limits of all lower courts

which might otherwise have jurisdiction over the action.

AS AND FOR AN ELEVENTH CAUSE OF ACTION

On behalf of all plaintiffs

**Unfair and Deceptive Trade practices - GBL §349 against Defendant
FORD MOTOR COMPANY**

134. Plaintiffs repeat, reiterate and reallege each and every allegation set forth in the paragraphs of this Complaint marked and designated as "1" through "133" herein, with the same force and effect as though the same were set forth herein at length.

135. That the defendant, ford motor company, concealed and/or failed to reveal material facts that were known, or should have been known, to them with respect to the subject 2002 "Ford Explorer" and similar vehicles, and their attendant hazards and risks described hereinabove.

136. That the defendant, FOR MOTOR COMPANY, failed to provide adequate or reasonable warnings and/or instructions concerning the attendant hazards and risks which it knew or should have known were associated with its product, including but not limited to its above-described unreasonable propensity for loss of stability and rollover following rear axle tire failure.

137. That prior to the subject incident, the defendant were aware of prior incidents that demonstrated the need for further warnings, instructions and/or recall.

138. Despite defendants' awareness of the serious nature of said risks involved to end users of the 2002 Ford Explorer SUVs, the defendants took no action to warn plaintiff and other owner, users or bystanders of the potential of injury and/or property loss associated with said vehicles, including but not limited to the subject "Ford Explorer".

139. Defendants' conduct in failing to issue a proper warning, instruction, recall, or take any other reasonable prophylactic action needlessly exposed the public to the latent dangers

of its product in violation of the New York State General Business Law (NYS GBL) prohibition against unfair and deceptive trade practices pursuant to GBL §349.

140. That by reason thereof, the plaintiffs, ANNA AYBAR, ORLANDO GONZALEZ, KEYLA AYBAR, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL, were caused to be injured, and to sustain painful, permanent, and disabling personal injuries requiring medical care and treatment, and resulting in the death of the plaintiffs, NOELIA OLIVERAS, CRYSTAL CRUZ-AYBAR and TIFFANY CABRAL.

141. That by reason thereof, the plaintiffs herein, and each of them and/or their respective estates, have been damaged in a substantial sum of money in an amount to be determined by the court and/ or a jury, in excess of the jurisdictional limits of all lower co

WHEREFORE, the plaintiffs demand judgment of the defendants, joint and severally, on each Cause of Action, in an amount of money to be determined by the court and/or a jury, together with interest, costs and disbursements of this action.

Dated: New York, New York
June 30, 2015

Yours, etc.

OMRANI & TAUB, P.C.
By: Michael A. Taub, Esq.
Attorney(s) for the Plaintiff
909 Third Ave., - 28th Floor
New York, New York 10022
(212) 599-5550

STATE OF NEW YORK }
 }ss.:
COUNTY OF NEW YORK }

MICHAEL A. TAUB, ESQ., being duly sworn, affirms and says that:

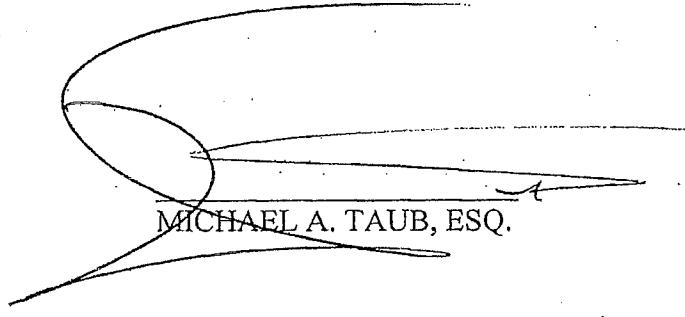
He is an attorney duly admitted to practice law in the State of New York and is a member of the firm of OMRANI & TAUB, P.C. in the within action; that he has read the foregoing **Summons and Verified Complaint** and knows the contents thereof, that the same is true to the best of his own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters he believes them to be true.

The reason this verification is not made by the plaintiff is that plaintiff resides and is located outside the county wherein he maintains his principal office.

The source of deponent's information and the grounds for his belief, as to those matters stated upon information and belief, are statements furnished to deponent by plaintiff, personal investigation of this matter and from records in deponent's file.

I affirm the foregoing statements to be true under the penalties of perjury.

Dated: New York, New York
June 30, 2015


MICHAEL A. TAUB, ESQ.

Index No.: Year:
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

ANNA AYBAR, ORLANDO GONZALEZ,
JESENIA AYBAR, as legal guardian on behalf of
KEYLA CABRAL, an infant over the age of fourteen (14) years;
JESENIA AYBAR, as Administratrix of the ESTATE OF
NOELIA OLIVERAS, JESENIA AYBAR, as Administratrix of
the ESTATE OF TIFFANY CABRAL, a deceased infant
under the age of fourteen (14) years, and ANNA AYBAR, as
Administratrix of the ESTATE OF CRYSTAL CRUZ-AYBAR

Plaintiff(s),
-against-

JOSE A. AYBAR, JR., FORD MOTOR COMPANY,
THE GOODYEAR TIRE & RUBBER CO., and
“JOHN DOES 1 THRU 30”

Defendant(s).

SUMMONS AND VERIFIED COMPLAINT

OMRANI & TAUB, P.C.

Attorneys for: PLAINTIFF
909 THIRD AVENUE - 28TH FLOOR
NEW YORK, NEW YORK 10022
TEL: (212) 599-5550

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

Dated: June 30, 2015
New York, New York

Signature _____
Printed Name: MICHAEL A. TAUB, ESQ.

PLEASE TAKE NOTICE

NOTICE OF ENTRY that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on 20__

NOTICE OF SETTLEMENT that an Order of which the within is a true copy will be presented for settlement to the
Hon. at
on 200_, at M.

OMRANI & TAUB, P.C.
Attorneys for: PLAINTIFF
909 THIRD AVENUE-28TH FLOOR
NEW YORK, NEW YORK 10022

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

AFFIDAVIT OF SERVICE

RE: *Jose Aybar et al*

Index No.: 9344/14

Lynel J. Taylor, being duly sworn, deposes and says:

I am not a party to the within action, am over 18 years of age, am employed by Marshall, Dennehey, Warner, Coleman & Goggin, Wall Street Plaza, 88 Pine Street, 21st Floor, New York, New York 10005 and resides in Hudson County, New Jersey.

On September 29, 2016, I served a true copy of the within **NOTICE OF IMPLAIDER and THIRD-PARTY SUMMONS AND COMPLAINT** in the following manner:

by mailing same in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal service by first class mail, addressed to the last known address of the addressee(s) indicated below:

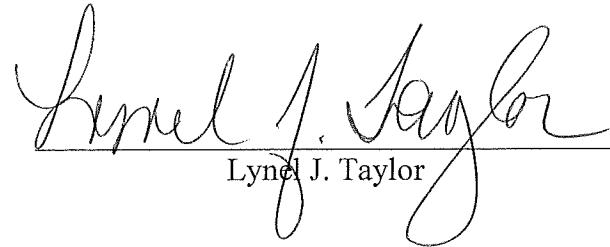
Omrani & Taub, P.C.
Attorneys for Plaintiffs
909 Third Avenue, 28th Floor
New York, New York 10022
212-599-5550

Certain & Zilberg
Attorneys for Plaintiff
Jose Aybar
909 3rd Avenue
New York, New York 10022
(212) 687-7800

DLA Piper LLP (US)
Attorneys for Defendant
The Goodyear Tire & Rubber Co
1251 Avenue of the Americas – 27th Floor
New York, New York 10020
Tel: (212) 335-4500

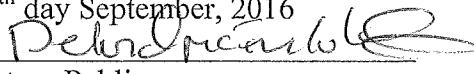
Aaronson, Rappaport, Feinstein
& Deutsch, LLP
Attorneys for Defendant
Ford Motor Co.
600 Third Avenue
New York, New York 10016
Tel: (212) 593-6700

Montfort, Healy, McGuire & Salley
Attorneys for Defendant
Jose A. Aybar, Jr.
840 Franklin Avenue
P.O. Box 7677
Garden City, New York 11530-7677
Tel: (516) 747-4082



Lynel J. Taylor

Sworn to before me this
29th day September, 2016


Notary Public

DEBORAH McINTOSH-LECONTE
Notary Public, State of New York
No.01MC5060400
Qualified in Kings County
Commission Expires May 20, 2018

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X Index No.: 9344/2014
JOSE AYBAR, ORLANDO GONZALES, JOSE AYBAR
as Administrator of THE ESTATE OF CRYSTAL CRUZ-
AYBAR, JESENIA AYBAR as Administratrix of THE
ESTATE OF NOELIA OLIVERAS, JESENIA AYBAR as
LEGAL GUARDIAN on behalf of KEILA CABRAL, a
minor, ANNA AYBAR and JESENIA AYBAR as
Administratrix of THE ESTATE OF TIFFANY CABRAL,

Plaintiffs,

-against-

US TIRES AND WHEELS OF QUEENS, LLC,

Defendant.

-----X
****AND OTHER ACTIONS****

=====

NOTICE OF IMPLAIDER and THIRD-PARTY SUMMONS & COMPLAINT

=====

MARSHALL DENNEHEY WARNER COLEMAN & GOGGIN

Attorneys for Defendant

U.S. Tires and Wheels of Queens, LLC i/s/h/a US Tires and Wheels of Queens, LLC

Wall Street Plaza, 88 Pine Street, 21st Floor
New York, New York 10005
(212) 376-6400