

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

=====X
CHERIKA SUKHNANDAN,

Plaintiff,

-against-

**THE CITY OF NEW YORK, MACY'S INC.,
MACY'S RETAIL HOLDINGS, LLC, MACY'S
CORPORATE SERVICES, LLC, PYRO EVENTS,
INC., PYRO SPECTACULARS PRODUCTIONS,
INC, XIZMO MEDIA PRODUCTIONS, LLC,
PABLO BARRERA, VERGE, INC. dba VERGE
AERO, NBC UNIVERSAL, INC., COMCAST
CORPORATION, JESSE COLLINS
ENTERTAINMENT, LLC, and "JOHN DOES" 1-10,
names being fictitious and meant to represent drone
operators,**

Defendants.
=====X

Index No:

Date of Purchase:

**Plaintiff designates
NEW YORK County
as the place of trial**

**The basis of venue
is DEFENDANT MACY'S
PRINCIPAL PLACE OF
BUSINESS.**

SUMMONS

**Defendant Macy's Inc.'s
principal place of business is
151 West 34th Street, New
York, New York 10001.**

TO THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after 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 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: March 20, 2025
New York, New York

Yours, etc.,

Defendant(s) address(es):
SEE ANNEXED RIDER

Michael Rudick

MICHAEL RUDICK, ESQ.
HECHT, KLEEGER & DAMASHEK, P.C.
Attorneys for Plaintiff
19 West 44th Street -Suite 1500
New York, New York 10036
(212) 490-5700

**THIS ACTION IS NOT BASED UPON A CONSUMER CREDIT TRANSACTION THIS
ACTION SEEKS RECOVERY FOR PERSONAL INJURY**

RIDER:

Defendant(s) Address(es):

THE CITY OF NEW YORK

Corporation Counsel
100 Church Street
New York, New York 10007

MACY'S INC.

151 West 34th Street
New York, NY 10001

MACY'S RETAIL HOLDINGS, LLC

C/o Corporate Creations Network Inc.
600 Mamaroneck Avenue, Suite 400
Harrison, NY, 10528

MACY'S CORPORATE SERVICES, LLC

C/o Corporate Creations Network Inc.
600 Mamaroneck Avenue, Suite 400
Harrison, NY, 10528

PYRO EVENTS, INC.

3010 Ingram Ave.
Springfield, MO 65803

PYRO EVENTS, INC.

330 N. Brand Blvd.
Glendale, CA 91203

PYRO SPECTACULARS PRODUCTIONS, INC.

3010 Ingram Ave.
Springfield, MO 65803

PYRO SPECTACULARS PRODUCTIONS, INC.

330 N. Brand Blvd.
Glendale, CA 91203

XIZMO MEDIA PRODUCTIONS, LLC

67 West Street, Suite 714

Brooklyn, New York

PABLO BARRERA

67 West Street, Suite 714
Brooklyn, New York

VERGE, INC. dba VERGE AERO

1705 Robert S. Light Blvd., Unit 101
Buda, TX 78610

NBC UNIVERSAL, INC.

c/o CT Corporation System
111 Eighth Avenue
New York, NY 10011

COMCAST CORPORATION

5235 North Front Street
Harrisburg, PA 17110

COMCAST CORPORATION

c/o Corporation Service Company
2595 Interstate Drive, Ste. 103
Harrisburg, PA 17110

JESSE COLLINS ENTERTAINMENT, LLC

333 N. Glenoaks Blvd., Ste. 510
Burbank, CA 91502

JESSE COLLINS ENTERTAINMENT, LLC

9000 Sunset Blvd.
West Hollywood, CA 90069

**“JOHN DOES” 1-10, names being fictitious
and meant to represent drone operators**

c/o Xizmo Media Productions LLC
67 West Street, Suite 714
Brooklyn, NY 11222

PLEASE FORWARD THIS TO YOUR INSURANCE COMPANY

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

=====X
CHERIKA SUKHNANDAN,

Plaintiff,

-against-

**VERIFIED
COMPLAINT**

Index No.:

**THE CITY OF NEW YORK, MACY'S INC.,
MACY'S RETAIL HOLDINGS, LLC, MACY'S
CORPORATE SERVICES, LLC, PYRO
EVENTS, INC., PYRO SPECTACULARS
PRODUCTIONS, INC, XIZMO MEDIA
PRODUCTIONS, LLC, PABLO BARRERA,
VERGE, INC. dba VERGE AERO, NBC
UNIVERSAL, INC., COMCAST
CORPORATION, JESSE COLLINS
ENTERTAINMENT, LLC, and "JOHN DOES"
1-10, names being fictitious and meant to
represent drone operators,**

Defendants.

=====X
Plaintiff, by her attorneys HECHT, KLEEGER & DAMASHEK, P.C., as and for her
complaint as to the defendants, respectfully shows to this Honorable Court and alleges, upon
information and belief, as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. At all times hereinafter mentioned, the plaintiff CHERIKA SUKHNANDAN (hereinafter "plaintiff") was, and still is, a resident of the State of New York, County of Queens.
2. At all times hereinafter mentioned, the defendant, THE CITY OF NEW YORK, (hereinafter "CITY"), was, and still is, a municipal corporation duly organized and existing under, and by virtue of, the laws of the State of New York.
3. At all times hereinafter mentioned, the defendant MACY'S INC. (hereinafter "MACY'S") was, and still is, a domestic corporation with offices in the State of New York.

4. At all times hereinafter mentioned, the defendant MACY’S was, and still is, a foreign corporation authorized to do business in the State of New York.

5. At all times hereinafter mentioned, the defendant MACY’S was doing business in the State of New York, pursuant to the laws of the State of New York.

6. At all times hereinafter mentioned, the defendant MACY’S RETAIL HOLDINGS, LLC (hereinafter “MACY’S RETAIL”) was, and still is, a domestic corporation with offices in the State of New York.

7. At all times hereinafter mentioned, the defendant MACY’S RETAIL was, and still is, a foreign corporation authorized to do business in the State of New York.

8. At all times hereinafter mentioned, the defendant MACY’S RETAIL was doing business in the State of New York, pursuant to the laws of the State of New York.

9. At all times hereinafter mentioned, the defendant MACY’S CORPORATE SERVICES, LLC (hereinafter “MACY’S CORPORATE”) was, and still is, a domestic corporation with offices in the State of New York.

10. At all times hereinafter mentioned, the defendant MACY’S CORPORATE was, and still is, a foreign corporation authorized to do business in the State of New York.

11. At all times hereinafter mentioned, the defendant MACY’S CORPORATE was doing business in the State of New York, pursuant to the laws of the State of New York.

12. At all times hereinafter mentioned, the defendant PYRO EVENTS, INC. (hereinafter “PYRO EVENTS”) was, and still is, a domestic corporation with offices in the State of New York.

13. At all times hereinafter mentioned, the defendant PYRO EVENTS was, and still is, a foreign corporation with offices in the State of New York.

14. At all times hereinafter mentioned, the defendant PYRO EVENTS was doing business in the State of New York, pursuant to the laws of the State of New York.

15. At all times hereinafter mentioned, the defendant PYRO SPECTACULARS PRODUCTIONS, INC. (hereinafter “PYRO SPECTACULARS”) was, and still is, a domestic corporation with offices in the State of New York.

16. At all times hereinafter mentioned, the defendant PYRO SPECTACULARS was, and still is, a foreign corporation with offices in the State of New York.

17. At all times hereinafter mentioned, the defendant PYRO SPECTACULARS was doing business in the State of New York, pursuant to the laws of the State of New York.

18. At all times hereinafter mentioned, the defendant XIZMO MEDIA PRODUCTIONS, LLC (hereinafter “XIZMO MEDIA”) was, and still is, a domestic corporation with offices in the State of New York.

19. At all times hereinafter mentioned, the defendant XIZMO MEDIA was, and still is, a foreign corporation with offices in the State of New York.

20. At all times hereinafter mentioned, the defendant XIZMO MEDIA was doing business in the State of New York, pursuant to the laws of the State of New York.

21. At all times hereinafter mentioned, the defendant PABLO BARRERA was, and still is, a resident of the State of New York, County of Kings.

22. At all times hereinafter mentioned, the defendant PABLO BARRERA was, and still is, an employee of defendant XIZMO MEDIA.

23. At all times hereinafter mentioned, the defendant PABLO BARRERA was, and still is, a founding partner and operations manager of defendant XIZMO MEDIA.

24. At all times hereinafter mentioned, the defendant VERGE, INC. dba VERGE

AERO (hereinafter “VERGE”) was, and still is, a domestic corporation with offices in the State of New York.

25. At all times hereinafter mentioned, the defendant VERGE was, and still is, a foreign corporation with offices in the State of New York.

26. At all times hereinafter mentioned, the defendant VERGE was doing business in the State of New York, pursuant to the laws of the State of New York.

27. At all times hereinafter mentioned, the defendant NBC UNIVERSAL, INC. (hereinafter “NBC”) was, and still is, a domestic corporation with offices in the State of New York.

28. At all times hereinafter mentioned, the defendant NBC was, and still is, a foreign corporation with offices in the State of New York.

29. At all times hereinafter mentioned, the defendant NBC was doing business in the State of New York, pursuant to the laws of the State of New York.

30. At all times hereinafter mentioned, the defendant COMCAST CORPORATION (hereinafter “COMCAST”) was, and still is, a domestic corporation with offices in the State of New York.

31. At all times hereinafter mentioned, the defendant COMCAST was, and still is, a foreign corporation with offices in the State of New York.

32. At all times hereinafter mentioned, the defendant COMCAST was doing business in the State of New York, pursuant to the laws of the State of New York.

33. At all times hereinafter mentioned, the defendant JESSE COLLINS ENTERTAINMENT, LLC (hereinafter “JESSE COLLINS”) was, and still is, a domestic corporation with offices in the State of New York.

34. At all times hereinafter mentioned, the defendant JESSE COLLINS was, and still

is, a foreign corporation with offices in the State of New York.

35. At all times hereinafter mentioned, the defendant JESSE COLLINS was doing business in the State of New York, pursuant to the laws of the State of New York.

36. At all times hereinafter mentioned, defendant “JOHN DOES” 1-10, names being fictitious and meant to represent drone operators (hereinafter “DOES 1-10”), were, and still are, residents of the State of New York.

37. That on September 19, 2023, the plaintiff caused a written Notice of Claim to be served upon defendant CITY, and that said Notices were served within ninety (90) days of the incident as alleged herein.

38. That more than thirty (30) days have elapsed since the presentation of said Notices of Claim and that the claims remain unadjusted, as the defendant CITY has wholly neglected, failed, and refused to make any payment of same.

39. That plaintiff appeared for a hearing pursuant to Rule 50(h) of the Municipal Law on April 18, 2024, and her testimony was taken at that time with respect to the facts and circumstances surrounding the within claim.

40. That plaintiff commenced action within one (1) year and ninety (90) days of the date of the occurrence herein, by filing a Summons and Complaint against the City of New York in Kings County, under Index No. 525286/2024, on September 18, 2024 (hereinafter the “Kings County Lawsuit”).

41. That plaintiff and the City of New York stipulated, on or about January 1, 2024, to the discontinuance of the Kings County Lawsuit against the City of New York only, without prejudice and with leave to re-file as timely filed, *nunc pro tunc*, in New York County, per CPLR 504(3), thereby rendering the filing of this action timely.

42. That on July 4, 2023, at approximately 10:00 p.m., the plaintiff was lawfully watching the Macy's Fourth of July Fireworks/Drone Show from the 4th floor balcony of the property, located at 56-27 2nd Street, Long Island City, New York, when she was violently struck by a falling DJI drone (the "Subject Drone"), which was, upon information and belief, involved in the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of the Macy's Fourth of July Fireworks/Drone Show, or was otherwise flying in New York City airspace during same.

43. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY, produced the Macy's Fourth of July Fireworks/Drone Show and/or NBC's live broadcast of the Macy's Fourth of July Fireworks/Drone Show in partnership with defendants MACY'S, MACY'S RETAIL, MACY'S CORPORATE, NBC and/or COMCAST.

44. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

45. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY controlled the permitting of drones authorized to be operated in connection with in the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

46. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY controlled the permitting of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

47. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

48. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY owned the Subject Drone.

49. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

50. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY leased the Subject Drone.

51. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

52. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY operated the Subject Drone.

53. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

54. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY inspected the Subject Drone.

55. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

56. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY repaired the Subject Drone.

57. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

58. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY utilized the Subject Drone.

59. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY managed the drones, drone operators and airspace involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

60. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY managed the Subject Drone.

61. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY controlled the drones, drone operators, and airspace involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

62. At all times hereinafter mentioned, and on July 4, 2023, the defendant CITY controlled the Subject Drone.

63. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S, produced the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

64. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

65. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

66. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

67. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S owned the Subject Drone.

68. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

69. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S leased the Subject Drone.

70. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

71. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S operated the Subject Drone.

72. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

73. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S inspected the Subject Drone.

74. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

75. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S repaired the Subject Drone.

76. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

77. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S utilized the Subject Drone.

78. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

79. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S managed the Subject Drone.

80. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

81. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S controlled the Subject Drone.

82. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL, produced the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

83. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S, RETAIL participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

84. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

85. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

86. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL owned the Subject Drone.

87. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

88. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL leased the Subject Drone.

89. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

90. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL operated the Subject Drone.

91. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

92. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL inspected the Subject Drone.

93. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

94. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL repaired the Subject Drone.

95. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

96. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL utilized the Subject Drone.

97. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

98. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL managed the Subject Drone.

99. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

100. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S RETAIL controlled the Subject Drone.

101. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE produced the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

102. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

103. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

104. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

105. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE owned the Subject Drone.

106. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

107. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE leased the Subject Drone.

108. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

109. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE operated the Subject Drone.

110. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

111. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE inspected the Subject Drone.

112. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

113. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE repaired the Subject Drone.

114. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

115. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE utilized the Subject Drone.

116. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

117. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE managed the Subject Drone.

118. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

119. At all times hereinafter mentioned, and on July 4, 2023, the defendant MACY'S CORPORATE controlled the Subject Drone.

120. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS, produced the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same, in partnership with defendants MACY'S, MACY'S RETAIL, MACY'S CORPORATE, NBC and/or COMCAST.

121. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

122. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

123. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

124. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS owned the Subject Drone.

125. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

126. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS leased the Subject Drone.

127. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

128. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS operated the Subject Drone.

129. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

130. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS inspected the Subject Drone.

131. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

132. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS repaired the Subject Drone.

133. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

134. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS utilized the Subject Drone.

135. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

136. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS managed the Subject Drone.

137. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO EVENTS controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

138. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO EVENTS controlled the Subject Drone.

139. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS, produced the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same, in partnership with defendants MACY'S, MACY'S RETAIL, MACY'S CORPORATE, NBC and/or COMCAST.

140. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

141. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

142. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

143. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS owned the Subject Drone.

144. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

145. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS leased the Subject Drone.

146. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

147. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS operated the Subject Drone.

148. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

149. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS inspected the Subject Drone.

150. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

151. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS repaired the Subject Drone.

152. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

153. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS utilized the Subject Drone.

154. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

155. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS managed the Subject Drone.

156. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

157. At all times hereinafter mentioned, and on July 4, 2023, the defendant PRYO SPECTACULARS controlled the Subject Drone.

158. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA, produced the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same, in partnership with defendants MACY'S, MACY'S RETAIL, MACY'S CORPORATE, NBC and/or COMCAST.

159. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

160. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

161. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

162. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA owned the Subject Drone.

163. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

164. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA leased the Subject Drone.

165. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

166. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA operated the Subject Drone.

167. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

168. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA inspected the Subject Drone.

169. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

170. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA repaired the Subject Drone.

171. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

172. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA utilized the Subject Drone.

173. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

174. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA managed the Subject Drone.

175. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

176. At all times hereinafter mentioned, and on July 4, 2023, the defendant XIZMO MEDIA controlled the Subject Drone.

177. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same, in his capacity as a partner and/or employee of defendant XIZMO MEDIA.

178. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

179. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

180. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA owned the Subject Drone.

181. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

182. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA leased the Subject Drone.

183. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

184. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA operated the Subject Drone.

185. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

186. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA inspected the Subject Drone.

187. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

188. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA repaired the Subject Drone.

189. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

190. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA utilized the Subject Drone.

191. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

192. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA managed the Subject Drone.

193. At all times hereinafter mentioned, and on July 4, 2023, the defendant X PABLO BARRERA controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

194. At all times hereinafter mentioned, and on July 4, 2023, the defendant PABLO BARRERA controlled the Subject Drone.

195. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE, produced the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same, in partnership with defendants MACY'S, MACY'S RETAIL, MACY'S CORPORATE, NBC and/or COMCAST.

196. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

197. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

198. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

199. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE owned the Subject Drone.

200. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

201. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE leased the Subject Drone.

202. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

203. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE operated the Subject Drone.

204. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

205. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE inspected the Subject Drone.

206. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

207. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE repaired the Subject Drone.

208. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

209. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE utilized the Subject Drone.

210. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

211. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE managed the Subject Drone.

212. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

213. At all times hereinafter mentioned, and on July 4, 2023, the defendant VERGE controlled the Subject Drone.

214. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC produced the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

215. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

216. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

217. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

218. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC owned the Subject Drone.

219. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

220. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC leased the Subject Drone.

221. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

222. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC operated the Subject Drone.

223. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

224. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC inspected the Subject Drone.

225. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

226. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC repaired the Subject Drone.

227. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

228. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC utilized the Subject Drone.

229. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

230. At all times hereinafter mentioned, and on July 4, 2023, the defendant PYRO SPECTACULARS managed the Subject Drone.

231. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

232. At all times hereinafter mentioned, and on July 4, 2023, the defendant NBC controlled the Subject Drone.

233. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST, produced the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

234. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

235. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

236. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

237. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST owned the Subject Drone.

238. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

239. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST leased the Subject Drone.

240. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

241. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST operated the Subject Drone.

242. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

243. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST inspected the Subject Drone.

244. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

245. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST repaired the Subject Drone.

246. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

247. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST utilized the Subject Drone.

248. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

249. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST managed the Subject Drone.

250. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

251. At all times hereinafter mentioned, and on July 4, 2023, the defendant COMCAST controlled the Subject Drone.

252. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS produced the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding

live broadcast of same, in partnership with defendants MACY'S, MACY'S RETAIL, MACY'S CORPORATE, NBC and/or COMCAST.

253. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS, participated in planning and/or producing the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

254. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS controlled the hiring of drone operators permitted to operate drones in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

255. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS owned the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

256. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS owned the Subject Drone.

257. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS leased the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

258. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS leased the Subject Drone.

259. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

260. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS operated the Subject Drone.

261. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS inspected the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

262. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS inspected the Subject Drone.

263. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS repaired the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

264. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS repaired the Subject Drone.

265. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS utilized the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

266. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS utilized the Subject Drone.

267. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS managed the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

268. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS managed the Subject Drone.

269. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS controlled the drones and drone operators involved in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same.

270. At all times hereinafter mentioned, and on July 4, 2023, the defendant JESSE COLLINS controlled the Subject Drone.

271. At all times hereinafter mentioned, and on July 4, 2023, the defendant DOES 1-10 operated the drones involved in the production of the Macy's Fourth of July Fireworks/Drone Show, and/or NBC's coinciding live broadcast of same.

272. At all times hereinafter mentioned, and on July 4, 2023, the defendant DOES 1-10 operated the Subject Drone.

273. That the plaintiff's injuries resulting therefrom, as hereinbefore described, were proximately caused by the negligence, carelessness, recklessness and reckless disregard of the defendants, their agents, servants and employees in the production of the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same, and in the ownership, operation, control, maintenance, repair, oversight, regulation and supervision of the drones, drone operators and airspace utilized in same, including but not limited to the Subject Drone, the operator of the Subject Drone, and/or the airspace utilized by the Subject Drone.

274. That the plaintiff's injuries resulting therefrom, as hereinbefore described, were proximately caused by the negligence, carelessness, recklessness and reckless disregard of the defendants, their agents, servants and employees in the ownership, operation, control, maintenance, repair, oversight, regulation and supervision of the Subject Drone and/or the airspace utilized by the Subject Drone.

275. It was the duty of the defendants and each of them, together with defendants' agents, servants and/or employees, to maintain the drones utilized in connection with the Macy's Fourth of July Fireworks/Drone Show and/or NBC's coinciding live broadcast of same, including but not limited to the Subject Drone, in reasonably good and safe operating condition, free from hazards and defects, and to comply with applicable rules, regulations and laws in the maintenance and operation of same.

276. It was the duty of the defendants and each of them, together with defendants' agents, servants and/or employees, to maintain the Subject Drone in a reasonably good and safe operating condition, free from hazards and defects, and to comply with applicable rules, regulations and laws in the maintenance and operation of same.

277. That at all times hereinafter mentioned, the defendants caused, created or otherwise failed to identify the aforementioned unsafe and otherwise dangerous condition of the Subject Drone, as a result of their negligence, carelessness and/or reckless disregard.

278. The defendants had both actual and constructive notice of the defective and dangerous condition of the Subject Drone, as well as the propensity of the operator of the Subject Drone to deviate from applicable rules, regulations, laws, and industry standards governing the operation of drones in New York City airspace, but failed to remedy said circumstances in a timely fashion or to warn the plaintiff of the dangerous conditions/operations prior to the happening of the occurrence as herein alleged.

279. The defendants and each of them, together with defendants' agents, servants and/or employees, were careless, reckless, and negligent in that said defendants failed to safely operate their drones; failed to maintain or ensure the maintenance of their drones; failed to appropriately monitor and control their drones; failed to properly inspect or ensure the proper

inspection of their drones; failed to repair or ensure the repair of their drones; failed to prevent their drones from falling; failed to prevent their drones from falling and striking plaintiff; failed to operate their drones in a safe and appropriate fashion under the circumstances and conditions then existing; failed to operate their drones with due diligence; failed to maintain proper speed and lift of their drones in light of the attendant circumstances; failed to timely and appropriately test their drones prior to operation; failed to ensure that their drones used in conjunction with the firework and drone displays were operated safely; failed to ensure that drones used in conjunction with firework and drone displays were properly maintained; failed to appropriately monitor and control drones used in conjunction with firework and drone displays; failed to properly inspect or ensure the proper inspection drones used in conjunction with firework and drone displays; failed to prevent drones used in conjunction with firework and drone displays from falling and striking pedestrians; failed to adequately prevent against rogue drone strikes; failed to ensure that drones used in conjunction with firework and drone displays were operated in a safe and appropriate fashion under the circumstances and conditions then existing; failed to adequately test drones used in conjunction with firework and drone displays prior thereto; failed to appropriately monitor and control drones operating in NYC airspace air space; failed to adequately regulate drones operating in NYC airspace; failed to adequately oversee and govern drones operating in NYC airspace; failed to adequately police against unregistered drones operating in NYC airspace; failed to adequately vet and accredit drone operators; failed to adequately vet and accredit drone operators used in conjunction with firework and drone displays; failed to adequately regulate drone usage in NYC; failed to adequately regulate drone operators used in conjunction with NYC firework and drone displays; failed to appropriately restrict permitting and authorization of drone operators; failed to adequately supervise the drone

operators used in conjunction with NYC firework and drone displays; failed to protect the public from falling drones; failed to institute appropriate inspection procedures for drones used in conjunction with NYC firework and drone displays; failed to keep considerations of safety above their own convenience; failed to hire or ensure the hiring of competent personnel; failure to appropriately train or ensure the appropriate training of personnel; failed to follow and/or appropriately enforce applicable permitting practices and procedures relative to drone usage; failed to follow or appropriately enforce rules and practices governing the operation of drones in NYC airspace; failed to ascertain applicable code; failed to follow and comply with pertinent and applicable code and statutes, of which plaintiff will respectfully request that the court take judicial notice at the trial of this action; and acted with reckless disregard for the safety of the public.

280. This action falls within one or more of the exceptions set forth in CPLR Section 1602.

281. Upon information and belief, the limitations on liability set forth in Article 16 of the New York Civil Practice Law and Rules do not apply since the plaintiff's action falls within the exemption set forth in subdivision (2).

282. By reason of the foregoing, the plaintiff sustained severe injuries and damages, was rendered sick, sore, lame, and disabled, sustained severe shock and mental anguish, great physical and emotional upset, all of which injuries are, upon information and belief, permanent in both nature and duration, and has and will continue to suffer pain and suffering, both physical and emotional, and has incurred, and will continue to incur medical expenses, and has been unable to pursue his usual vocations, all to her great damage.

283. By reason of the foregoing, the plaintiff has been damaged by the defendants in an amount which exceeds the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction herein, in an amount to be determined upon trial of this action.

AS AND FOR A SECOND CAUSE OF ACTION

284. The plaintiff repeats, reiterates and realleges each and every allegation set forth in the First Cause of Action of the within Complaint with the same force and effect as though each were fully set forth at length herein in this Second Cause of Action.

285. That by reason of all the foregoing, the defendants created a public nuisance in wanton and willful disregard of the common rights, well-being and safety of the public, though their collective unreasonable interference with the public airspace, which thereby endangered the property, health, safety and comfort of the public, and by reason thereof, the plaintiff was severely injured and damaged.

286. By reason of the foregoing, the plaintiff has been damaged by the defendants in an amount which exceeds the monetary jurisdictional limits of any and all lower courts which would otherwise have jurisdiction herein, in an amount to be determined upon trial of this action.

WHEREFORE, plaintiff demands judgment against the defendants, the amount sought on each cause of action exceeding the monetary jurisdictional limits of any and all lower Courts which would otherwise have jurisdiction, in amounts to be determined upon the trial of this action, together with the costs and disbursements of this action, and with interest from the date of this accident.

Dated: March 20, 2025
New York, New York

Yours, etc.,

HECHT, KLEEGER & DAMASHEK, P.C.

By: *Michael Rudick*

MICHAEL RUDICK, ESQ.

Attorneys for Plaintiff

19 West 44th Street -Suite 1500

New York, NY 10036

(212) 490-5700

ATTORNEY VERIFICATION

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

MICHAEL RUDICK, ESQ., an attorney duly admitted to practice before the Courts of the State of New York, hereby affirms the truth of the following under penalty of perjury:

I am an associate with the law firm of **HECHT, KLEGER & DAMASHEK, P.C.**, the attorneys for the plaintiffs, and as such am familiar with the facts and circumstances herein.

I have read the foregoing **COMPLAINT**, and know the contents thereof to be true to my knowledge, except as to those matters therein stated upon information and belief, and as to those matters I believe them to be true.

The grounds of my belief as to those matters stated upon information and belief are as follows: conversations with plaintiff, medical records and investigation reports on file.

The reason this verification is made by me and not the plaintiff personally is because the plaintiff is presently outside the county where I maintain my office.

Dated: March 20, 2025
New York, New York

Michael Rudick

MICHAEL RUDICK, ESQ.

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

Index No.:

CHERIKA SUKHNANDAN,

Plaintiff,

- against -

THE CITY OF NEW YORK, MACY'S INC., MACY'S RETAIL HOLDINGS, LLC, MACY'S CORPORATE SERVICES, LLC, PYRO EVENTS, INC., PYRO SPECTACULARS PRODUCTIONS, INC, XIZMO MEDIA PRODUCTIONS, LLC, PABLO BARRERA, VERGE, INC. dba VERGE AERO, NBC UNIVERSAL, INC., COMCAST CORPORATION, JESSE COLLINS ENTERTAINMENT, LLC, and "JOHN DOES" 1-10, names being fictitious and meant to represent drone operators,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

HECHT, KLEEGER& DAMASHEK, P.C.

Attorneys for Plaintiff
19 West 44th Street, Suite 1500
New York, NY 10036
(212) 490-5700

Signature (Rule 130-1.1-a)

.....
Print name beneath
