

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

Index No.:

Plaintiff designates Queens  
County as the place of trial.

JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG,  
XU XIE as Administrator of the Estate of HONGZHUO XIE,  
Z.F., an infant under the age of fourteen by her mother and natural  
guardian, YING YANG and YING YANG, Individually,

**S U M M O N S**

The basis of venue is the  
Defendant's residence of  
6751 152<sup>nd</sup> Street  
Flushing, New York 11367  
in the County of Queens.

Plaintiffs,

-against-

M & Y TOUR INC., BIN SHAO, MIYA GROUP INC., A JOY  
TOUR, LLC, UNITEDSTARS INTERNATIONAL LTD. d/b/a  
USITRIP, and SUNSHINE GLOBE NY INC.,

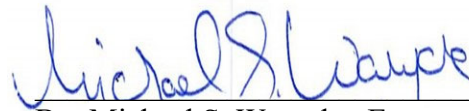
Defendants,

**To the above named Defendants:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a  
copy of your answer on the Plaintiff's attorneys within 20 days after the service of this summons,  
exclusive of the day of service of this summons, or within 30 days after service of this summons is  
complete if this summons is not personally delivered to you within the State of New York.

In case of your failure to answer this summons, a judgment by default will be taken against  
you for the relief demanded in the complaint, together with the costs of this action.

Dated: Queens, New York  
April 21, 2026



By: Michael S. Warycha, Esq.  
**SACCO & FILLAS, LLP**  
*Attorneys for Plaintiffs*  
31-19 Newtown Avenue, 7<sup>th</sup> Floor  
Astoria, New York 11102  
(718) 746-3440  
Our File # 37250-25

**DEFENDANTS:**

M & Y TOUR INC.  
3443 Hylan Boulevard  
Staten Island, New York 10306

BIN SHAO  
6751 152<sup>nd</sup> Street, Unit 196B  
Flushing, New York 11367

MIYA GROUP INC.  
1001 115<sup>th</sup> Street, 2<sup>nd</sup> Floor  
College Point, NY 11356

MIYA GROUP INC.  
2048 86<sup>th</sup> Street  
Brooklyn, New York 11214

A JOY TOUR, LLC  
3828 Twelve Oaks Avenue  
Baton Rouge, Louisiana 70820

UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP  
c/o InCorp Services, Inc.,  
3867 Plaza Tower Drive, 1<sup>st</sup> Floor  
Baton Rouge, Louisiana 70816

SUNSHINE GLOBE NY INC.  
c/o Shu Dong  
30 Underhill Avenue  
Syosset, New York 11791

**FORWARD THIS IMMEDIATELY TO YOUR  
ATTORNEY OR INSURANCE COMPANY**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG,  
XU XIE as Administrator of the Estate of HONGZHUO XIE,  
Z.F., an infant under the age of fourteen by her mother and natural  
guardian, YING YANG and YING YANG, Individually,

Index No.:

Plaintiffs,

**VERIFIED  
COMPLAINT**

-against-

M & Y TOUR INC., BIN SHAO, MIYA GROUP INC., A JOY  
TOUR, LLC, UNITEDSTARS INTERNATIONAL LTD. d/b/a  
USITRIP, and SUNSHINE GLOBE NY INC.,

Defendants,

Plaintiffs, **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, XU XIE as  
Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by  
her mother and natural guardian, YING YANG and YING YANG, Individually**, by their  
attorneys, **SACCO & FILLAS, LLP**, as and for their Verified Complaint, respectfully alleges, upon  
information and belief:

1. The Plaintiff, **JINXIAO FANG**, at all times herein mentioned was and still is a resident of the County of Santa Clara and the State of California.
2. The Plaintiff, **GAOGAO YU**, at all times herein mentioned was and still is a resident of the County of Boone and the State of Indiana.
3. The Plaintiff, **MIN YUE**, at all times herein mentioned was and still is a resident of the County of Santa Clara and the State of California.
4. The Plaintiff, **JIANGUO XIONG**, at all times herein mentioned was and still is a resident of the County of Boone and the State of Indiana.

5. The Plaintiff, **YING YANG**, at all times herein mentioned was and still is a resident of the City of Baltimore and the State of Maryland.

6. The Infant-Plaintiff, **Z.F.**, at all times herein mentioned was and still is a resident of the City of Baltimore and the State of Maryland..

7. The Infant-Plaintiff, **Z.F.**, was under the age of fourteen.

8. The Plaintiff, **YING YANG**, at all times herein mentioned, was and still is the mother and natural guardian of the infant, **Z.F.**

9. The decedent Plaintiff, **HONGZHUO XIE**, died a resident of the City of New York and State of New York.

10. That on January 15, 2026, the Honorable Rita Mella issued a Decree Granting Limited Letters of Administration of the Estate of **HONGZHUO XIE** to **XU XIE**, the decedent's uncle on her father's side.

11. The defendant, **BIN SHAO**, at all times herein mentioned was and still is a resident of the County of Queens and State of New York.

12. The defendant, **M & Y TOUR INC.**, at all times herein mentioned, was and still is a domestic business corporation organized.

13. The defendant, **M & Y TOUR INC.**, at all times herein mentioned, was and still is a domestic business corporation organized and existing under the laws of the State of New York.

14. The defendant, **M & Y TOUR INC.**, at all times herein mentioned, was and still is a domestic business corporation organized and existing under the laws of the State of New York, with its principal place of business situated in the County of Richmond and the State of New York.

15. That on or about August 22, 2025, and at all times herein mentioned, the Defendant, **M & Y TOUR, INC.**, maintained an executive office located at 3443 Hylan Boulevard, City of Staten Island, State of New York.

16. The defendant, **M & Y TOUR INC.**, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

17. The defendant, **M & Y TOUR INC.**, at all times herein mentioned conducted and carried on business in the County of Genesee and the State of New York.

18. The defendant, **M & Y TOUR INC.**, at all times herein mentioned was and still is a partnership doing business in the County of Genesee and the State of New York.

19. The defendant, **M & Y TOUR INC.**, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Genesee and the State of New York.

20. The defendant, **M & Y TOUR INC.**, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Genesee and the State of New York.

21. The defendant, **M & Y TOUR INC.**, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Genesee and the State of New York.

22. At all times herein mentioned, defendant, **M & Y TOUR INC.**, transacted business within the State of New York.

23. At all times herein mentioned, defendant, **M & Y TOUR INC.**, transacted business within the County of Queens and State of New York.

24. At all times herein mentioned, defendant, **M & Y TOUR INC.**, derived substantial revenue from goods used or consumed or services rendered in the State of New York.

25. At all times herein mentioned, defendant, **M & Y TOUR INC.**, expected or should reasonably have expected its acts to have consequences in the State of New York.

26. At all times herein mentioned, defendant, **M & Y TOUR INC.**, derived substantial revenue from interstate or international commerce.

27. The defendant, **MIYA GROUP INC.**, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of New York, with its principal place of business situated in the County of Queens and the State of New York.

28. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a domestic business corporation existing under the laws of the State of New York.

29. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a domestic business corporation existing under the laws of the State of New York with its principal place of business situated in the City of New York and the State of New York..

30. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a domestic business corporation authorized to conduct business in the State of New York and County of Queens.

31. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a domestic business corporation authorized to conduct business in the State of New York and County of Genesee.

32. The defendant, **MIYA GROUP INC.** at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

33. The defendant, **MIYA GROUP INC.**, at all times herein mentioned conducted and carried on business in the County of Genesee and the State of New York.

34. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a partnership doing business in the County of Genesee and the State of New York.

35. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Genesee and the State of New York.

36. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Genesee and the State of New York.

37. The defendant, **MIYA GROUP INC.**, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Genesee and the State of New York.

38. At all times herein mentioned, defendant, **MIYA GROUP INC.**, transacted business within the State of New York.

39. At all times herein mentioned, defendant, **MIYA GROUP INC.**, transacted business within the County of Queens and State of New York.

40. At all times herein mentioned, defendant, **MIYA GROUP INC.**, derived substantial revenue from goods used or consumed or services rendered in the State of New York.

41. At all times herein mentioned, defendant, **MIYA GROUP INC.**, expected or should reasonably have expected its acts to have consequences in the State of New York.

42. At all times herein mentioned, defendant, **MIYA GROUP INC.**, derived substantial revenue from interstate or international commerce.

43. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of Louisiana, with its principal place of business situated in the Parish of East Baton Rouge and the State of Louisiana.

44. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

45. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned conducted and carried on business in the County of Genesee and the State of New York.

46. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned conducted and carried on business in the County of Queens and the State of New York.

47. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned was and still is a partnership doing business in the County of Genesee and the State of New York.

48. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Genesee and the State of New York.

49. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Genesee and the State of New York.

50. The defendant, **A JOY TOUR, LLC**, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Genesee and the State of New York.

51. At all times herein mentioned, defendant, **A JOY TOUR, LLC**, transacted business within the State of New York.

52. At all times herein mentioned, defendant, **A JOY TOUR, LLC**, transacted business within the County of Queens and State of New York.

53. At all times herein mentioned, defendant, **A JOY TOUR, LLC**, derived substantial revenue from goods used or consumed or services rendered in the State of New York.

54. At all times herein mentioned, defendant, **A JOY TOUR, LLC**, expected or should reasonably have expected its acts to have consequences in the State of New York.

55. At all times herein mentioned, defendant, **A JOY TOUR, LLC**, derived substantial revenue from interstate or international commerce.

56. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of New York.

57. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of California authorized to do business in the State of New York.

58. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of Louisiana authorized to do business in the State of New York.

59. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

60. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned conducted and carried on business in the County of Genesee and the State of New York.

61. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a partnership doing business in the County of Genesee and the State of New York.

62. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Genesee and the State of New York.

63. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Genesee and the State of New York.

64. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Genesee and the State of New York.

65. At all times herein mentioned, defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, transacted business within the State of New York.

66. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned conducted and carried on business in the County of Queens and the State of New York.

67. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a partnership doing business in the County of Queens and the State of New York.

68. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Queens and the State of New York.

69. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Queens and the State of New York.

70. The defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Queens and the State of New York.

71. At all times herein mentioned, defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, transacted business within the State of New York.

72. At all times herein mentioned, defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, transacted business within the County of Queens and State of New York.

73. At all times herein mentioned, defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, derived substantial revenue from goods used or consumed or services rendered in the State of New York.

74. At all times herein mentioned, defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, expected or should reasonably have expected its acts to have consequences in the State of New York.

75. At all times herein mentioned, defendant, **UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, derived substantial revenue from interstate or international commerce.

76. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned, was and still is a corporation organized and existing under the laws of the State of New York, with its principal place of business situated in the City of New York and the State of New York.

77. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a domestic business corporation existing under the laws of the State of New York.

78. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a domestic business corporation existing under the laws of the State of New York with its principal place of business situated in the City of New York and the State of New York.

79. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a domestic business corporation authorized to conduct business in the State of New York and County of Queens.

80. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a domestic business corporation authorized to conduct business in the State of New York and County of Genesee.

81. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a foreign corporation duly licensed and authorized to do business in the State of New York.

82. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned conducted and carried on business in the County of Genesee and the State of New York.

83. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a partnership doing business in the County of Genesee and the State of New York.

84. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a limited liability partnership doing business in the County of Genesee and the State of New York.

85. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a limited liability corporation doing business in the County of Genesee and the State of New York.

86. The defendant, **SUNSHINE GLOBE NY INC.**, at all times herein mentioned was and still is a sole proprietorship doing business in the County of Genesee and the State of New York.

87. At all times herein mentioned, defendant, **SUNSHINE GLOBE NY INC.**, transacted business within the State of New York.

88. At all times herein mentioned, defendant, **SUNSHINE GLOBE NY INC.**, transacted business within the County of Queens and State of New York.

89. At all times herein mentioned, defendant, **SUNSHINE GLOBE NY INC.**, derived substantial revenue from goods used or consumed or services rendered in the State of New York.

90. At all times herein mentioned, defendant, **SUNSHINE GLOBE NY INC.**, expected or should reasonably have expected its acts to have consequences in the State of New York.

91. At all times herein mentioned, defendant, **SUNSHINE GLOBE NY INC.**, derived substantial revenue from interstate or international commerce.

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

92. The Plaintiff, **JINXIAO FANG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

93. On or about August 22, 2025, the Plaintiff, **JINXIAO FANG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

94. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

95. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

96. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

97. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

98. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

99. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

100. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

101. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

102. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

103. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

104. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

105. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

106. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

107. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

108. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

109. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

110. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

111. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **M & Y TOUR INC.**

112. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **M & Y TOUR INC.**

113. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **M & Y TOUR INC.**

114. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **M & Y TOUR INC.**

115. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **M & Y TOUR INC.**

116. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the employer of the defendant, **BIN SHAO**.

117. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant, **M & Y TOUR INC.**

118. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

119. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JINXIAO FANG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **JINXIAO FANG**.

120. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JINXIAO FANG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **JINXIAO FANG**.

121. As a result of the defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **JINXIAO FANG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **JINXIAO FANG**, was subjected to great physical pain and mental anguish.

122. The aforesaid occurrence was caused by the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **JINXIAO FANG**.

123. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **M & Y TOUR INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **JINXIAO FANG**, in any way, contributing thereto.

124. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **M & Y TOUR INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **JINXIAO FANG**, contributing thereto.

125. That on August 22, 2025 at the aforesaid location, defendants, **M & Y TOUR INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire

competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

126. As a result of the foregoing, the Plaintiff, **JINXIAO FANG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

127. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, Plaintiff, **JINXIAO FANG**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **JINXIAO FANG**, was otherwise damaged.

128. Said injuries to the Plaintiff, **JINXIAO FANG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

129. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

130. That by reason of the foregoing, Plaintiff, **JINXIAO FANG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

131. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, Plaintiff **JINXIAO FANG** is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION**

132. The Plaintiff, **GAOGAO YU**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

133. On or about August 22, 2025, the Plaintiff, **GAOGAO YU**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

134. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

135. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

136. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

137. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

138. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

139. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

140. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

141. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

142. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

143. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

144. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

145. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

146. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

147. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

148. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

149. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

150. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

151. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **M & Y TOUR INC.**

152. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **M & Y TOUR INC.**

153. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **M & Y TOUR INC.**

154. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **M & Y TOUR INC.**

155. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **M & Y TOUR INC.**

156. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the employer of the defendant, **BIN SHAO**.

157. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate

number 41230PF within the pursuit and in furtherance of the business of Defendant **M & Y TOUR INC.**

158. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

159. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **GAOGAO YU**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **GAOGAO YU**.

160. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **GAOGAO YU**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **GAOGAO YU**.

161. As a result of the defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **GAOGAO YU**, was caused to suffer severe and serious

personal injuries to mind and body, and further, that the Plaintiff, **GAOGAO YU**, was subjected to great physical pain and mental anguish.

162. The aforesaid occurrence was caused by the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **GAOGAO YU**.

163. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **M & Y TOUR INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **GAOGAO YU**, in any way, contributing thereto.

164. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **M & Y TOUR INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **GAOGAO YU**, contributing thereto.

165. That on August 22, 2025 at the aforesaid location, defendants, **M & Y TOUR INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of

speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

166. As a result of the foregoing, the Plaintiff, **GAOGAO YU**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

167. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, Plaintiff, **GAOGAO YU**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so

incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **GAOGAO YU**, was otherwise damaged.

168. Said injuries to the Plaintiff, **GAOGAO YU**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

169. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

170. That by reason of the foregoing, Plaintiff, **GAOGAO YU**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

171. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, Plaintiff **GAOGAO YU** is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION**

172. The Plaintiff, **MIN YUE**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

173. On or about August 22, 2025, the Plaintiff, **MIN YUE**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

174. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

175. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

176. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

177. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

178. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

179. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

180. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

181. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

182. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

183. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

184. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

185. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

186. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

187. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

188. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

189. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

190. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

191. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **M & Y TOUR INC.**

192. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **M & Y TOUR INC.**

193. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **M & Y TOUR INC.**

194. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **M & Y TOUR INC.**

195. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **M & Y TOUR INC.**

196. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the employer of the defendant, **BIN SHAO**.

197. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **M & Y TOUR INC.**

198. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

199. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **MIN YUE**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **MIN YUE**.

200. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **MIN YUE**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the

roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **MIN YUE**.

201. As a result of the defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **MIN YUE**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **MIN YUE**, was subjected to great physical pain and mental anguish.

202. The aforesaid occurrence was caused by the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **MIN YUE**.

203. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **M & Y TOUR INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **MIN YUE**, in any way, contributing thereto.

204. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant, **M & Y TOUR INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **MIN YUE**, contributing thereto.

205. That on August 22, 2025 at the aforesaid location, defendants, **M & Y TOUR INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout

when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

206. As a result of the foregoing, the Plaintiff, **MIN YUE**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

207. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, Plaintiff, **MIN YUE**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to

his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **MIN YUE**, was otherwise damaged.

208. Said injuries to the Plaintiff, **MIN YUE**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

209. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

210. That by reason of the foregoing, Plaintiff, **MIN YUE**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

211. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, Plaintiff, **MIN YUE**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION**

212. The Plaintiff, **JIANGUO XIONG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

213. On or about August 22, 2025, the Plaintiff, **JIANGUO XIONG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

214. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

215. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

216. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

217. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

218. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

219. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

220. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

221. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

222. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

223. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

224. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

225. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

226. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

227. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

228. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

229. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

230. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

231. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **M & Y TOUR INC.**

232. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **M & Y TOUR INC.**

233. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **M & Y TOUR INC.**

234. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **M & Y TOUR INC.**

235. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **M & Y TOUR INC.**

236. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the employer of the defendant, **BIN SHAO**.

237. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **M & Y TOUR INC.**

238. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

239. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JIANGUO XIONG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **JIANGUO XIONG**.

240. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JIANGUO XIONG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A

in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **JIANGUO XIONG**.

241. As a result of the defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **JIANGUO XIONG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **JIANGUO XIONG**, was subjected to great physical pain and mental anguish.

242. The aforesaid occurrence was caused by the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **JIANGUO XIONG**.

243. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **M & Y TOUR INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **JIANGUO XIONG**, in any way, contributing thereto.

244. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **M & Y TOUR INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **JIANGUO XIONG**, contributing thereto.

245. That on August 22, 2025 at the aforesaid location, defendants, **M & Y TOUR INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number

41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

246. As a result of the foregoing, the Plaintiff, **JIANGUO XIONG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

247. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, Plaintiff, **JIANGUO XIONG**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **JIANGUO XIONG**, was otherwise damaged.

248. Said injuries to the Plaintiff, **JIANGUO XIONG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

249. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

250. That by reason of the foregoing, Plaintiff, **JIANGUO XIONG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

251. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, Plaintiff, **JIANGUO XIONG**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION**

252. The Plaintiff, **Z.F.**, **an infant under the age of fourteen by her mother and natural guardian, YING YANG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

253. On or about August 22, 2025, the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

254. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

255. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

256. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

257. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

258. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

259. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

260. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

261. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

262. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

263. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

264. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

265. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

266. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

267. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

268. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

269. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

270. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

271. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **M & Y TOUR INC.**

272. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **M & Y TOUR INC.**

273. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **M & Y TOUR INC.**

274. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **M & Y TOUR INC.**

275. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **M & Y TOUR INC.**

276. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the employer of the defendant, **BIN SHAO**.

277. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **M & Y TOUR INC.**

278. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

279. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control

of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG.**

280. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG.**

281. As a result of the defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was subjected to great physical pain and mental anguish.

282. The aforesaid occurrence was caused by the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG.**

283. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **M & Y TOUR INC.** and **BIN SHAO**, owned,

operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, in any way, contributing thereto.

284. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **M & Y TOUR INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, contributing thereto.

285. That on August 22, 2025 at the aforesaid location, defendants, **M & Y TOUR INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire

competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

286. As a result of the foregoing, the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

287. That by reason of the foregoing negligence, carelessness and recklessness of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **Z.F., An infant under the age of fourteen by her mother and natural guardian, YING YANG**, was otherwise damaged.

288. Said injuries to the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

289. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

290. That by reason of the foregoing, Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

291. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION**

292. The Plaintiff, **YING YANG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

293. On or about August 22, 2025, the Plaintiff, **YING YANG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

294. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

295. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

296. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

297. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

298. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

299. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

300. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

301. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

302. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

303. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

304. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

305. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

306. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

307. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

308. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

309. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

310. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

311. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **M & Y TOUR INC.**

312. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **M & Y TOUR INC.**

313. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **M & Y TOUR INC.**

314. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **M & Y TOUR INC.**

315. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **M & Y TOUR INC.**

316. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the employer of the defendant, **BIN SHAO**.

317. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **M & Y TOUR INC.**

318. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

319. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **YING YANG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **YING YANG**.

320. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **YING YANG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off

the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **YING YANG**.

321. As a result of the defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **YING YANG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **YING YANG**, was subjected to great physical pain and mental anguish.

322. The aforesaid occurrence was caused by the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **YING YANG**.

323. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **M & Y TOUR INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **YING YANG**, in any way, contributing thereto.

324. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **M & Y TOUR INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **YING YANG**, contributing thereto.

325. That on August 22, 2025 at the aforesaid location, defendants, **M & Y TOUR INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard

for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

326. As a result of the foregoing, the Plaintiff, **YING YANG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

327. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, Plaintiff, **YING YANG**, sustained severe and

permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **YING YANG**, was otherwise damaged.

328. Said injuries to the Plaintiff, **YING YANG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

329. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

330. That by reason of the foregoing, Plaintiff, **YING YANG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

331. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, Plaintiff **YING YANG** is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION**

332. The Plaintiff, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

333. The decedent Plaintiff, **HONGZHUO XIE**, was born in the year 2002.

334. The decedent Plaintiff, **HONGZHUO XIE**, was survived by heirs-at-law and next of kin. The heirs-at-law and next of kin of the decedent sustained pecuniary loss as a result of the death

of the decedent, including, but not limited to, loss of society.

335. That on January 15, 2026, the Honorable Rita Mella issued a Decree Granting Limited Letters of Administration of the Estate of **HONGZHUO XIE** to **XU XIE**, the decedent's uncle on her father's side.

336. On or about August 22, 2025, the decedent Plaintiff, **HONGZHUO XIE**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

337. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

338. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

339. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

340. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

341. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

342. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

343. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

344. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

345. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

346. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

347. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

348. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

349. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

350. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

351. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

352. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

353. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

354. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **M & Y TOUR INC.**

355. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **M & Y TOUR INC.**

356. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **M & Y TOUR INC.**

357. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **M & Y TOUR INC.**

358. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **M & Y TOUR INC.**

359. On or about August 22, 2025, the defendant, **M & Y TOUR INC.**, was the employer of the defendant, **BIN SHAO**.

360. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **M & Y TOUR INC.**

361. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

362. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the decedent Plaintiff, **HONGZHUO XIE**, was a

passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the decedent Plaintiff, **HONGZHUO XIE**, causing her wrongful death.

363. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.**, and operated by defendant, **BIN SHAO**, in which the decedent Plaintiff, **HONGZHUO XIE**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the decedent Plaintiff, **HONGZHUO XIE**, resulting in her wrongful death.

364. As a result of the defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, carelessness and recklessness, the decedent Plaintiff, **HONGZHUO XIE**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **HONGZHUO XIE**, was subjected to great physical pain and mental anguish resulting in her wrongful death.

365. The aforesaid occurrence was caused by the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, without any culpable conduct on the part of the decedent Plaintiff, **HONGZHUO XIE**.

366. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **M & Y TOUR INC.** and **BIN SHAO**, owned,

operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without the decedent Plaintiff, **HONGZHUO XIE**, in any way, contributing thereto.

367. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **M & Y TOUR INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the decedent Plaintiff, **HONGZHUO XIE**, contributing thereto.

368. That on August 22, 2025 at the aforesaid location, defendants, **M & Y TOUR INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the

aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

369. As a result of the foregoing the decedent Plaintiff, **HONGZHUO XIE**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York resulting in her wrongful death.

370. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, the decedent Plaintiff, **HONGZHUO XIE**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and the decedent Plaintiff, **HONGZHUO XIE**, was otherwise damaged with said injuries resulting in her wrongful death.

371. Said injuries to the decedent Plaintiff, **HONGZHUO XIE**, are permanent in nature and duration and were caused her wrongful death.

372. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

373. That by reason of the foregoing, the decedent Plaintiff, **HONGZHUO XIE**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

374. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, the decedent Plaintiff, **HONGZHUO XIE**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

375. Solely as a result of the negligence of the defendants, **M & Y TOUR INC.** and **BIN SHAO**, and the injuries sustained by the decedent which ultimately led to her wrongful death, the decedent's estate incurred funeral and administrative expenses.

376. Due to defendant's negligence, Plaintiff, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, is entitled to damages resulting from her wrongful death.

**AS AND FOR AN EIGHTH CAUSE OF ACTION**

377. Plaintiffs **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG**, and **XU XIE as Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, and **YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

378. That on or about August 22, 2025, the Defendant, **M & Y TOUR INC.**, negligently entrusted its vehicle to the Defendant, **BIN SHAO**, who the Defendant, **M & Y TOUR INC.**, knew or should have known was incompetent and untrained to operate the vehicle belonging to the Defendant, **M & Y TOUR INC.**

379. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by the defendant, **M & Y TOUR INC.** and operated by defendant, **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

380. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.** and operated by defendant, **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

381. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A NINTH CAUSE OF ACTION**

382. Plaintiffs, **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, XU XIE as Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually** incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

383. On August 22, 2025, and for some time prior to and thereafter, defendant employer, **M & Y TOUR INC.**, had a duty to hire, train and retain as employees, agents, and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

384. On August 22, 2025, and for some time prior to and thereafter, defendant, **M & Y TOUR INC.**, had a duty to ensure that its motor vehicles were entrusted for use only to drivers who were fit to work, professionally trained, supervised, and instructed including the defendant, **BIN SHAO**.

385. August 22, 2025, and for some time prior to and thereafter, defendant, **M & Y TOUR INC.**, had a duty to ensure that drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

386. The defendant, **M & Y TOUR INC.**, is vicariously responsible for the conduct of its employees, agents, servants under the doctrine of “respondeat superior,” and in particular the defendant, **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

387. As a direct and proximate result of the negligence of defendant employer **M & Y TOUR INC.** in its hiring and retention of defendant employee **BIN SHAO** as its employee, agent, and/or servant, and its entrustment to him of the aforesaid motor vehicle involved in the accident, herein, Plaintiffs **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, XU XIE** as **Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually** were seriously injured. This incident caused the wrongful death of the decedent plaintiff, **HONGZHUO XIE**

388. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

389. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **M & Y TOUR INC.** and operated by defendant, **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

390. Due to defendants', **M & Y TOUR INC.** and **BIN SHAO**, negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TENTH CAUSE OF ACTION**

391. The Plaintiff, **JINXIAO FANG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

392. On or about August 22, 2025, the Plaintiff, **JINXIAO FANG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

393. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

394. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

395. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

396. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

397. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

398. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

399. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

400. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

401. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

402. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

403. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

404. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

405. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

406. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

407. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

408. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

409. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **SUNSHINE GLOBE NY INC.**

410. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

411. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

412. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

413. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

414. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

415. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant, **SUNSHINE GLOBE NY INC.**

416. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

417. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

418. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

419. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

420. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

421. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant, **SUNSHINE GLOBE NY INC.**

422. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant, **SUNSHINE GLOBE NY INC.**

423. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

424. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JINXIAO FANG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant

driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff,

**JINXIAO FANG.**

425. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JINXIAO FANG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff,

**JINXIAO FANG.**

426. As a result of the defendants', **SUNSHINE GLOBE NY INC.**, and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **JINXIAO FANG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **JINXIAO FANG**, was subjected to great physical pain and mental anguish.

427. The aforesaid occurrence was caused by the negligence of the defendants, **SUNSHINE GLOBE NY INC.**, and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff,

**JINXIAO FANG.**

428. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff, **JINXIAO FANG**, in any way, contributing thereto.

429. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendants, **SUNSHINE GLOBE NY INC.**, and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **JINXIAO FANG**, contributing thereto.

430. That on August 22, 2025 at the aforesaid location, defendants, **SUNSHINE GLOBE NY INC.**, and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the

roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

431. As a result of the foregoing, the Plaintiff, **JINXIAO FANG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

432. That by reason of the forgoing negligence, carelessness and recklessness of the defendant, **SUNSHINE GLOBE NY INC.**, Plaintiff, **JINXIAO FANG**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **JINXIAO FANG**, was otherwise damaged.

433. Said injuries to the Plaintiff, **JINXIAO FANG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

434. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

435. That by reason of the foregoing, Plaintiff, **JINXIAO FANG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

436. Due to defendants', defendants, **SUNSHINE GLOBE NY INC.**, negligence, Plaintiff **JINXIAO FANG**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION**

437. The Plaintiff, **GAOGAO YU**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

438. On or about August 22, 2025, the Plaintiff, **GAOGAO YU**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

439. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

440. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

441. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

442. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

443. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

444. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

445. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

446. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

447. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

448. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

449. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

450. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

451. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

452. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

453. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

454. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

455. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

456. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **SUNSHINE GLOBE NY INC.**

457. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

458. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

459. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

460. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

461. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

462. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **SUNSHINE GLOBE NY INC.**

463. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

464. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **GAOGAO YU**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **GAOGAO YU**.

465. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **GAOGAO YU**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off

the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **GAOGAO YU**.

466. As a result of the defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **GAOGAO YU**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **GAOGAO YU**, was subjected to great physical pain and mental anguish.

467. The aforesaid occurrence was caused by the negligence of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **GAOGAO YU**.

468. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **GAOGAO YU**, in any way, contributing thereto.

469. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant, **SUNSHINE GLOBE NY INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **GAOGAO YU**, contributing thereto.

470. That on August 22, 2025 at the aforesaid location, defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper

control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

471. As a result of the foregoing, the Plaintiff, **GAOGAO YU**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

472. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, Plaintiff, **GAOGAO YU**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **GAOGAO YU**, was otherwise damaged.

473. Said injuries to the Plaintiff, **GAOGAO YU**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

474. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

475. That by reason of the foregoing, Plaintiff, **GAOGAO YU**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

476. Due to defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, Plaintiff **GAOGAO YU** is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TWELFTH CAUSE OF ACTION**

477. The Plaintiff, **MIN YUE**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

478. On or about August 22, 2025, the Plaintiff, **MIN YUE**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

479. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

480. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

481. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

482. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

483. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

484. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

485. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

486. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

487. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

488. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

489. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

490. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

491. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

492. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

493. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

494. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

495. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

496. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **SUNSHINE GLOBE NY INC.**

497. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

498. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

499. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

500. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

501. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

502. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **SUNSHINE GLOBE NY INC.**

503. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

504. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **MIN YUE**, was a passenger, was

driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **MIN YUE**.

505. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **MIN YUE**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **MIN YUE**.

506. As a result of the defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **MIN YUE**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **MIN YUE**, was subjected to great physical pain and mental anguish.

507. The aforesaid occurrence was caused by the negligence of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **MIN YUE**.

508. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**,

owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **MIN YUE**, in any way, contributing thereto.

509. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **SUNSHINE GLOBE NY INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **MIN YUE**, contributing thereto.

510. That on August 22, 2025 at the aforesaid location, defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise

said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

511. As a result of the foregoing, the Plaintiff, **MIN YUE**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

512. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, Plaintiff, **MIN YUE**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **MIN YUE**, was otherwise damaged.

513. Said injuries to the Plaintiff, **MIN YUE**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

514. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

515. That by reason of the foregoing, Plaintiff, **MIN YUE**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

516. Due to defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, Plaintiff, **MIN YUE**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTEENTH CAUSE OF ACTION**

517. The Plaintiff, **JIANGUO XIONG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

518. On or about August 22, 2025, the Plaintiff, **JIANGUO XIONG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

519. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

520. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

521. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

522. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

523. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

524. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

525. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

526. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

527. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

528. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

529. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

530. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

531. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

532. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

533. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

534. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

535. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

536. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **SUNSHINE GLOBE NY INC.**

537. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

538. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

539. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

540. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

541. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

542. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **SUNSHINE GLOBE NY INC.**

543. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

544. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JIANGUO XIONG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **JIANGUO XIONG**.

545. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **JIANGUO XIONG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off

the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **JIANGUO XIONG**.

546. As a result of the defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **JIANGUO XIONG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **JIANGUO XIONG**, was subjected to great physical pain and mental anguish.

547. The aforesaid occurrence was caused by the negligence of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **JIANGUO XIONG**.

548. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff **JIANGUO XIONG**, in any way, contributing thereto.

549. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **SUNSHINE GLOBE NY INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **JIANGUO XIONG**, contributing thereto.

550. That on August 22, 2025 at the aforesaid location, defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper

control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

551. As a result of the foregoing, the Plaintiff, **JIANGUO XIONG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

552. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, Plaintiff, **JIANGUO XIONG**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **JIANGUO XIONG**, was otherwise damaged.

553. Said injuries to the Plaintiff, **JIANGUO XIONG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

554. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

555. That by reason of the foregoing, Plaintiff, **JIANGUO XIONG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

556. Due to defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, Plaintiff, **JIANGUO XIONG**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTEENTH CAUSE OF ACTION**

557. The Plaintiff, **Z.F.**, **an infant under the age of fourteen by her mother and natural guardian, YING YANG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

558. On or about August 22, 2025, the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

559. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

560. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

561. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

562. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

563. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

564. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

565. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

566. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

567. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

568. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

569. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

570. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

571. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

572. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

573. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

574. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

575. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

576. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **SUNSHINE GLOBE NY INC.**

577. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

578. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

579. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

580. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

581. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

582. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **SUNSHINE GLOBE NY INC.**

583. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

584. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**.

585. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**.

586. As a result of the defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **Z.F., an infant under the age of fourteen**

by her mother and natural guardian, **YING YANG**, was subjected to great physical pain and mental anguish.

587. The aforesaid occurrence was caused by the negligence of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG.**

588. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, in any way, contributing thereto.

589. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **SUNSHINE GLOBE NY INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, contributing thereto.

590. That on August 22, 2025 at the aforesaid location, defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the

aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

591. As a result of the foregoing, the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

592. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous

system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, was otherwise damaged.

593. Said injuries to the Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

594. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

595. That by reason of the foregoing, Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

596. Due to defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTEENTH CAUSE OF ACTION**

597. The Plaintiff, **YING YANG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

598. On or about August 22, 2025, the Plaintiff, **YING YANG**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

599. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

600. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

601. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

602. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

603. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

604. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

605. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

606. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

607. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

608. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

609. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

610. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

611. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

612. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

613. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

614. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

615. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

616. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **SUNSHINE GLOBE NY INC.**

617. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

618. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

619. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

620. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

621. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

622. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant **SUNSHINE GLOBE NY INC.**

623. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

624. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**,

and operated by defendant, **BIN SHAO**, in which the Plaintiff, **YING YANG**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **YING YANG**.

625. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the Plaintiff, **YING YANG**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiff, **YING YANG**.

626. As a result of the defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, carelessness and recklessness the Plaintiff, **YING YANG**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **YING YANG**, was subjected to great physical pain and mental anguish.

627. The aforesaid occurrence was caused by the negligence of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, without any culpable conduct on the part of the Plaintiff, **YING YANG**.

628. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**,

owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without Plaintiff, **YING YANG**, in any way, contributing thereto.

629. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **SUNSHINE GLOBE NY INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the Plaintiff, **YING YANG**, contributing thereto.

630. That on August 22, 2025 at the aforesaid location, defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced, unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise

said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

631. As a result of the foregoing, the Plaintiff, **YING YANG**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

632. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, Plaintiff, **YING YANG**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and Plaintiff, **YING YANG**, was otherwise damaged.

633. Said injuries to the Plaintiff, **YING YANG**, are permanent in nature and duration and were caused, precipitated, aggravated and/or exacerbated by the occurrence herein.

634. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

635. That by reason of the foregoing, Plaintiff, **YING YANG**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

636. Due to defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, Plaintiff, **YING YANG**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A SIXTEENTH CAUSE OF ACTION**

637. The Plaintiff, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

638. The decedent Plaintiff, **HONGZHUO XIE**, was born in the year 2002.

639. The decedent Plaintiff, **HONGZHUO XIE**, was survived by heirs-at-law and next of kin. The heirs-at-law and next of kin of the decedent sustained pecuniary loss as a result of the death of the decedent, including, but not limited to, loss of society.

640. That on January 15, 2026, the Honorable Rita Mella issued a Decree Granting Limited Letters of Administration of the Estate of **HONGZHUO XIE** to **XU XIE**, the decedent's uncle on her father's side.

641. On or about August 22, 2025, the decedent Plaintiff, **HONGZHUO XIE**, was a passenger in a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

642. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the owner of a certain 2005 Van Hool bus/motor vehicle, bearing New York State license plate number 41230PF.

643. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the registered owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

644. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the titled owner of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

645. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

646. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

647. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

648. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

649. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

650. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessee of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

651. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the lessor of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

652. On or about August 22, 2025, the defendant, **BIN SHAO**, maintained a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

653. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

654. On or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool tour bus/motor vehicle bearing license New York State plate number 41230PF.

655. On or about August 22, 2025, the defendant, **BIN SHAO**, supervised a certain 2005 Van Hool bus/motor vehicle bearing license New York State plate number 41230PF.

656. On or about August 22, 2025, the defendant, **BIN SHAO**, controlled a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

657. On or about August 22, 2025, the defendant, **BIN SHAO**, was the operator of a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF.

658. On or about August 22, 2025, the defendant, **BIN SHAO**, was the driver of a certain 2005 Van Hool tour bus/motor vehicle bearing New York State license plate number 41230PF.

659. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus motor vehicle bearing New York State license plate number 41230PF with the knowledge of its owner, defendant, **SUNSHINE GLOBE NY INC.**

660. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the permission of its owner, defendant, **SUNSHINE GLOBE NY INC.**

661. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF with the consent of its owner, defendant, **SUNSHINE GLOBE NY INC.**

662. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the course of business of its owner, defendant, **SUNSHINE GLOBE NY INC.**

663. On or about August 22, 2025, the defendant, **BIN SHAO**, at all times herein mentioned was an employee of the defendant, **SUNSHINE GLOBE NY INC.**

664. On or about August 22, 2025, the defendant, **SUNSHINE GLOBE NY INC.**, was the employer of the defendant, **BIN SHAO**.

665. At all times herein mentioned, and on or about August 22, 2025, the defendant, **BIN SHAO**, operated a certain 2005 Van Hool bus/motor vehicle bearing New York State license plate number 41230PF within the pursuit and in furtherance of the business of Defendant, **SUNSHINE GLOBE NY INC.**

666. On or about August 22, 2025, eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, was and still is a public roadway in common use by the general public.

667. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY**

INC., and operated by defendant, **BIN SHAO**, in which the decedent Plaintiff, **HONGZHUO XIE**, was a passenger, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the decedent Plaintiff, **HONGZHUO XIE**, causing her wrongful death.

668. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.**, and operated by defendant, **BIN SHAO**, in which the decedent Plaintiff, **HONGZHUO XIE**, was a passenger, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the decedent Plaintiff, **HONGZHUO XIE**, resulting in her wrongful death.

669. As a result of the defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, carelessness and recklessness, the decedent Plaintiff, **HONGZHUO XIE**, was caused to suffer severe and serious personal injuries to mind and body, and further, that the Plaintiff, **HONGZHUO XIE**, was subjected to great physical pain and mental anguish resulting in her wrongful death.

670. The aforesaid occurrence was caused by the negligence of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, without any culpable conduct on the part of the decedent Plaintiff, **HONGZHUO XIE**.

671. That the accident, and injuries resulting therefrom, were caused wholly and solely by the negligent manner in which the Defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, owned, operated, controlled, supervised, and maintained the aforesaid motor vehicles, and without the decedent Plaintiff, **HONGZHUO XIE**, in any way, contributing thereto.

672. That the said occurrence was caused wholly and solely by reason of the negligence, carelessness and recklessness of the defendants, in the ownership, operation, management, maintenance, control and repair of the aforesaid motor vehicle bearing New York State license plate number 41230PF owned by defendant **SUNSHINE GLOBE NY INC.** and operated by defendant **BIN SHAO**, without any fault or negligence on the part of the decedent Plaintiff, **HONGZHUO XIE**, contributing thereto.

673. That on August 22, 2025 at the aforesaid location, defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, were negligent, careless and reckless, in the ownership, operation, management, maintenance, control and repair of said motor vehicle bearing New York State license plate number 41230PF in failing to keep the aforesaid motor vehicle under reasonable and proper control as to prevent the same from overturning; in failing to operate the aforesaid motor vehicle with due regard for the safety of the public and more particular the Plaintiff herein; in failing to keep a proper lookout when controlling their vehicle; in failing to properly apply brakes; in operating the aforesaid motor vehicle in a manner contrary to and in violation of the statutes, ordinances, rules and regulation in such cases and provided; in operating their vehicle at an excessive, unlawful and dangerous rate of speed; in maintaining a rate of speed in excess of the speed limit then and there prevailing; in maintaining a rate of speed in excess of the speed limit for the weather conditions then and there prevailing; in failing to maintain the vehicle in proper operating condition and repair; in negligently, recklessly and carelessly operating their vehicles in an inept incompetent, inexperienced,

unfit, unskilled manner; in failing to have made adequate and efficient brakes and steering mechanisms; in failing to hire competent driver; in failing to train said driver; in failing to supervise said driver; in operating the aforesaid motor vehicle in such a negligent, careless, reckless wanton and grossly negligent, manner as to precipitate the aforesaid accident; in failing to keep the bus on the roadway; in failing to exercise due care and caution in the operation and control of the motor vehicle so as to have avoided this accident and the injuries to the Plaintiff herein; in violation of the rules of the road, statutes, ordinances, and/or regulations of the New York State Vehicle and Traffic laws sections all of the foregoing at no fault, contribution or negligence on behalf of the Plaintiff herein; and the Defendants were otherwise careless, reckless and negligent.

674. As a result of the foregoing the decedent Plaintiff, **HONGZHUO XIE**, sustained serious personal injuries as defined in Section 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York resulting in her wrongful death.

675. That by reason of the forgoing negligence, carelessness and recklessness of the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, the decedent Plaintiff, **HONGZHUO XIE**, sustained severe and permanent personal and physical injuries, became sick, sore, lame and disabled, suffered injuries to his nervous system, suffered mental anguish, were confined to the hospital, bed and home and may, in the future, be so confined; has and will continue to incur expenses for the care and treatment for their injuries; was incapacitated from attending usual vocation and may, in the future, be so incapacitated, will suffer a loss and/or limitation of quality and enjoyment of life and the decedent Plaintiff, **HONGZHUO XIE**, was otherwise damaged with said injuries resulting in her wrongful death.

676. Said injuries to the decedent Plaintiff, **HONGZHUO XIE**, are permanent in nature and duration and were caused her wrongful death.

677. This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

678. That by reason of the foregoing, the decedent Plaintiff, **HONGZHUO XIE**, has been damaged in an amount that exceeds the jurisdictional limits of all lower Courts that which would otherwise have jurisdiction.

679. Due to defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, the decedent Plaintiff, **HONGZHUO XIE**, is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

680. Solely as a result of the negligence of the defendant and the injuries sustained by the decedent which ultimately led to her wrongful death, the decedent's estate incurred funeral and administrative expenses.

681. Due to defendant's negligence, Plaintiff, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, is entitled to damages resulting from her wrongful death.

**AS AND FOR A SEVENTEENTH CAUSE OF ACTION**

682. Plaintiffs **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG**, and **XU XIE as Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, and **YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

683. That on or about August 22, 2025, the Defendant, **SUNSHINE GLOBE NY INC.**, negligently entrusted its vehicle to the Defendant, **BIN SHAO**, who the Defendant, **SUNSHINE**

**GLOBE NY INC.**, knew or should have known was incompetent and untrained to operate the vehicle belonging to the Defendant, **SUNSHINE GLOBE NY INC.**

684. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.** and operated by defendant **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

685. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.** and operated by defendant, **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

686. Due to defendants', **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR AN EIGHTEENTH CAUSE OF ACTION**

687. Plaintiffs, **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, XU XIE as Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**

incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

688. On August 22, 2025, and for some time prior to and thereafter, defendant employer, **SUNSHINE GLOBE NY INC.**, had a duty to hire, train and retain as employees, agents, and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

689. On August 22, 2025, and for some time prior to and thereafter, defendant, **SUNSHINE GLOBE NY INC.**, had a duty to ensure that its motor vehicles were entrusted for use only to drivers who were fit to work, professionally trained, supervised, and instructed including the defendant, **BIN SHAO**.

690. August 22, 2025, and for some time prior to and thereafter, defendant, **SUNSHINE GLOBE NY INC.**, had a duty to ensure that drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

691. The defendant, **SUNSHINE GLOBE NY INC.**, is vicariously responsible for the conduct of its employees, agents, servants under the doctrine of “respondeat superior,” and in particular the defendants , **BIN SHAO and M & Y TOUR INC.**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

692. As a direct and proximate result of the negligence of defendant employer **SUNSHINE GLOBE NY INC.** in its hiring and retention of defendant employee **BIN SHAO** as its employee, agent, and/or servant, and its entrustment to him of the aforesaid motor vehicle involved in the accident, herein, Plaintiffs **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, XU**

**XIE as Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually** were seriously injured. This incident resulted in the wrongful death of decedent plaintiff, **HONGZHUO XIE**.

693. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by defendant, **SUNSHINE GLOBE NY INC.** and operated by defendant, **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

694. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

695. Due to defendants', **SUNSHINE GLOBE NY INC., M & Y TOUR INC.** and **BIN SHAO**, negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A NINETEENTH CAUSE OF ACTION**

696. Plaintiffs, **JINXIAO FANG** and **MIN YUE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

697. At all times relevant to this Complaint, defendants **M & Y TOUR INC.**, and **MIYA GROUP INC.**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **MIYA GROUP INC.** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **M & Y TOUR INC.**

698. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **MIYA GROUP INC.**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **M & Y TOUR INC.**

699. Upon information and belief, **MIYA GROUP INC.** and **M & Y TOUR INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

700. Upon information and belief, **MIYA GROUP INC.**, together and in concert with **M & Y TOUR INC.**, advertised, marketed, promoted, recommended, and endorsed the Niagara Falls tour. **MIYA GROUP INC.** and **M & Y TOUR INC.** profit from the sale of shore excursions.

701. Upon information and belief, at all times relevant to this Complaint, **MIYA GROUP INC.** and **M & Y TOUR INC.**, entered into an agreement where **M & Y TOUR INC.** would operate and tours that were promoted, marketed, directed to **MIYA GROUP INC.**'s customers on behalf of such joint venture.

702. Upon information and belief, at all times relevant to this Complaint, Defendant **M & Y TOUR INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **MIYA GROUP INC.** to promote, sell, provide, and profit from tours for customers of **MIYA GROUP INC.**

703. The defendant, **MIYA GROUP INC.**, directly profited from the sale of shore excursions operated by Defendant **M & Y TOUR INC.**, Defendant **M & Y TOUR INC.** was an agent or ostensible agent of **MIYA GROUP INC.**

704. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **MIYA GROUP INC.** and Defendant **M & Y TOUR INC.** by virtue of the following:

- a. **MIYA GROUP INC.** and **M & Y TOUR INC.** entered into an express or implied agreement that **M & Y TOUR INC.** would operate tours that were promoted, marketed, and directed to **MIYA GROUP INC.** customers on behalf of such joint venture;
- b. **M & Y TOUR INC.** would provide **MIYA GROUP INC.** with a Certificate of Insurance under Defendant **M & Y TOUR INC.**'s Star Stone National Insurance Company policy on behalf of such joint venture;
- c. **MIYA GROUP INC.** and **M & Y TOUR INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;
- d. **MIYA GROUP INC.** and **M & Y TOUR INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **M & Y TOUR INC.**;
- e. **MIYA GROUP INC.** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;

f. **MIYA GROUP INC.** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

705. The defendant, **MIYA GROUP INC.**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

706. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

707. On August 22, 2025, **MIYA GROUP INC.**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

708. On August 22, 2025, **MIYA GROUP INC.**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO**, negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

709. On August 22, 2025, **MIYA GROUP INC.**, by and through their agent, joint venturer, and partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

- a. Failing to exercise reasonable care under the circumstances;
- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and

d. Failure to provide a safe tour.

710. As a direct and proximate result of the breach of the Defendants' negligence, **JINXIAO FANG** and **MIN YUE**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death.

711. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs **JINXIAO FANG** and **MIN YUE**, while participating in the subject Niagara Falls tour.

712. Upon information and belief, at all times relevant to this Complaint, Defendant, **M & Y TOUR INC.** and **MIYA GROUP INC.** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and within the course and scope of such agency, ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

713. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTIETH CAUSE OF ACTION**

714. Plaintiffs, **JINXIAO FANG** and **MIN YUE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

715. At all times relevant to this Complaint, defendants **SUNSHINE GLOBE NY INC.**, and **MIYA GROUP INC.**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **MIYA GROUP INC.** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **SUNSHINE GLOBE NY INC.**

716. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **MIYA GROUP INC.**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **SUNSHINE GLOBE NY INC.**

717. Upon information and belief, **MIYA GROUP INC.**, and **SUNSHINE GLOBE NY INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

718. Upon information and belief, **MIYA GROUP INC.**, together and in concert with **SUNSHINE GLOBE NY INC.**, advertised, marketed, promoted, recommended, and endorsed the Niagara Falls tour. **MIYA GROUP INC.** and **SUNSHINE GLOBE NY INC.** profit from the sale of shore excursions.

719. Upon information and belief, at all times relevant to this Complaint, **MIYA GROUP INC.** and **SUNSHINE GLOBE NY INC.**, entered into an agreement where **SUNSHINE GLOBE NY INC.** would operate and tours that were promoted, marketed, and directed to **MIYA GROUP INC.**'s customers on behalf of such joint venture.

720. Upon information and belief, at all times relevant to this Complaint, Defendant **SUNSHINE GLOBE NY INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **MIYA GROUP INC.** to promote, sell, provide, and profit from tours for customers of **MIYA GROUP INC.**

721. The defendant, **MIYA GROUP INC.**, directly profited from the sale of shore excursions operated by Defendant **SUNSHINE GLOBE NY INC.**, Defendant **SUNSHINE GLOBE NY INC.** was an agent or ostensible agent of **MIYA GROUP INC.**

722. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **MIYA GROUP INC.** and Defendant **SUNSHINE GLOBE NY INC.** by virtue of the following:

- a. **MIYA GROUP INC.** and **SUNSHINE GLOBE NY INC.** entered into an express or implied agreement that **SUNSHINE GLOBE NY INC.** would operate tours that were promoted, marketed, and directed to **MIYA GROUP INC.** customers on behalf of such joint venture;
- b. **SUNSHINE GLOBE NY INC.** would provide **MIYA GROUP INC.** with a Certificate of Insurance under Defendant **SUNSHINE GLOBE NY INC.**'s Star Stone National Insurance Company policy on behalf of such joint venture;
- c. **MIYA GROUP INC.** and **SUNSHINE GLOBE NY INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;
- d. **MIYA GROUP INC.** and **SUNSHINE GLOBE NY INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **SUNSHINE GLOBE NY INC.**;
- e. **MIYA GROUP INC.** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;
- f. **MIYA GROUP INC.** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

723. The defendant, **MIYA GROUP INC.**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

724. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

725. On August 22, 2025, **MIYA GROUP INC.**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

726. On August 22, 2025, **MIYA GROUP INC.**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.** and its employee/agent **BIN SHAO**, negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

727. On August 22, 2025, **MIYA GROUP INC.**, by and through their agent, joint venturer, and partner Defendant **SUNSHINE GLOBE NY INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

- a. Failing to exercise reasonable care under the circumstances;
- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and
- d. Failure to provide a safe tour.

728. As a direct and proximate result of the breach of the Defendants' negligence, **JINXIAO FANG** and **MIN YUE**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death.

729. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs **JINXIAO FANG** and **MIN YUE**, while participating in the subject Niagara Falls tour.

730. Upon information and belief, at all times relevant to this Complaint, Defendants, **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and within the course and scope of such agency, ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

731. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-FIRST CAUSE OF ACTION**

732. Plaintiffs, **JINXIAO FANG** and **MIN YUE**, incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

733. On August 22, 2025, and for some time prior to and thereafter, defendant, **MIYA GROUP INC.**, had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

734. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

735. On August 22, 2025, and for some time prior to and thereafter, defendant, **MIYA GROUP INC.**, had a duty to ensure that it recommended, contract, facilitate tours to companies and

drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **M & Y TOUR INC.** and **BIN SHAO**.

736. On August 22, 2025, and for some time prior to and thereafter, defendant, **MIYA GROUP INC.**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

737. The defendant, **MIYA GROUP INC.**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of “respondeat superior,” and in particular the defendants, **M & Y TOUR INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

738. As a direct and proximate result of the negligence of defendant, **MIYA GROUP INC.**, in its hiring, training, and retention of defendants, **M & Y TOUR INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **JINXIAO FANG** and **MIN YUE**, were seriously injured.

739. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

740. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

741. Due to defendants', **MIYA GROUP INC.**, **M & Y TOUR INC.** and **BIN SHAO**, negligence, the Plaintiffs, **JINXIAO FANG** and **MIN YUE**, are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-SECOND CAUSE OF ACTION**

742. Plaintiffs, **JINXIAO FANG** and **MIN YUE**, incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

743. On August 22, 2025, and for some time prior to and thereafter, defendant, **MIYA GROUP INC.**, had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

744. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

745. On August 22, 2025, and for some time prior to and thereafter, defendant, **MIYA GROUP INC.**, had a duty to ensure that it recommended, contract, facilitate tours to companies and

drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**.

746. On August 22, 2025, and for some time prior to and thereafter, defendant, **MIYA GROUP INC.**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

747. The defendant, **MIYA GROUP INC.**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of “respondeat superior,” and in particular the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

748. As a direct and proximate result of the negligence of defendant, **MIYA GROUP INC.**, in its hiring, training, and retention of defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **JINXIAO FANG** and **MIN YUE**, were seriously injured.

749. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor

vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

750. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

751. Due to defendants', **MIYA GROUP INC., SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, the Plaintiffs, **JINXIAO FANG** and **MIN YUE**, are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-THIRD CAUSE OF ACTION**

752. Plaintiffs **JINXIAO FANG** and **MIN YUE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

753. At all times relevant to this litigation, Defendants, **M & Y TOUR INC.** and **MIYA GROUP INC.** were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, **JINXIAO FANG** and **MIN YUE**, to act in good faith and deal fairly with them.

754. Defendants, **M & Y TOUR INC.** and **MIYA GROUP INC.** breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash and resulting in serious personal injuries to the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

755. Such acts and omissions leading to the Defendants', **M & Y TOUR INC.** and **MIYA GROUP INC.**, breach of its duty to deal in good faith and fairly with the Plaintiffs, **JINXIAO FANG** and **MIN YUE**, were the actual and proximate cause of harm to them.

756. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

757. Defendants, **M & Y TOUR INC.**, **MIYA GROUP INC.** and **BIN SHAO**, were outrageous, with their acts being done with malice or bad motives or reckless indifference to the interests of the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

758. Due to the acts of the Defendants, **M & Y TOUR INC.**, **MIYA GROUP INC.** and **BIN SHAO**, Plaintiffs, **JINXIAO FANG** and **MIN YUE**, are entitled to damages including punitive damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-FOURTH CAUSE OF ACTION**

759. Plaintiffs **JINXIAO FANG** and **MIN YUE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

760. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.**, were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

761. Defendants, **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.**, breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash and resulting in serious personal injuries to the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

762. Such acts and omissions leading to the Defendants', **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.**, breach of its duty to deal in good faith and fairly with the Plaintiffs, **JINXIAO FANG** and **MIN YUE**, were the actual and proximate cause of harm to them.

763. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

764. Defendants, **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.** and **BIN SHAO**, were outrageous, with their acts being done with malice or bad motives or reckless indifference to the interests of the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

765. Due to the acts of the Defendants, **SUNSHINE GLOBE NY INC.** **MIYA GROUP INC.** and **BIN SHAO**, Plaintiffs, **JINXIAO FANG** and **MIN YUE**, are entitled to damages including punitive damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-FIFTH CAUSE OF ACTION**

766. Plaintiffs, **JINXIAO FANG** and **MIN YUE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

767. At all times relevant to this litigation, Defendant, **M & Y TOUR INC.** and **MIYA GROUP INC.**, was in a contractual relationship with said Plaintiffs, **JINXIAO FANG** and **MIN YUE**, separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

768. At all times relevant to this litigation, Defendants, **M & Y TOUR INC.** and **MIYA GROUP INC.**, owed a fiduciary duty to the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

769. Defendants, **M & Y TOUR INC.** and **MIYA GROUP INC.**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

770. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

771. Due to the Defendants' negligence, Plaintiffs, **JINXIAO FANG** and **MIN YUE**, are entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-SIXTH CAUSE OF ACTION**

772. Plaintiffs, **JINXIAO FANG** and **MIN YUE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

773. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.**, were in a contractual relationship with said Plaintiffs, **JINXIAO FANG** and **MIN YUE**, separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

774. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.**, owed a fiduciary duty to the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

775. Defendants, **SUNSHINE GLOBE NY INC.** and **MIYA GROUP INC.**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **JINXIAO FANG** and **MIN YUE**.

776. The defendant, **MIYA GROUP INC.**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **JINXIAO FANG** and **MIN YUE**.

777. Due to the Defendants' negligence, Plaintiffs, **JINXIAO FANG** and **MIN YUE**, are entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-SEVENTH CAUSE OF ACTION**

778. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

779. At all times relevant to this Complaint, defendants **M & Y TOUR INC.**, and **A JOY TOUR, LLC**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **A JOY TOUR, LLC** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **M & Y TOUR INC.**

780. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **A JOY TOUR, LLC**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **M & Y TOUR INC.**

781. Upon information and belief, **A JOY TOUR, LLC** and **M & Y TOUR INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

782. Upon information and belief, **A JOY TOUR, LLC**, together and in concert with **M & Y TOUR INC.**, advertised, marketed, promoted, recommended, and endorsed the Niagara Falls tour. **A JOY TOUR, LLC** and **M & Y TOUR INC.** profit from the sale of shore excursions.

783. Upon information and belief, at all times relevant to this Complaint, **A JOY TOUR, LLC** and **M & Y TOUR INC.**, entered into an agreement where **M & Y TOUR INC.** would operate and tours that were promoted, marketed, directed to **A JOY TOUR, LLC**'s customers on behalf of such joint venture.

784. Upon information and belief, at all times relevant to this Complaint, Defendant **M & Y TOUR INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **A JOY TOUR, LLC** to promote, sell, provide, and profit from tours for customers of **A JOY TOUR, LLC**

785. The defendant, **A JOY TOUR, LLC**, directly profited from the sale of shore excursions operated by Defendant **M & Y TOUR INC.**, Defendant **M & Y TOUR INC.** was an agent or ostensible agent of **A JOY TOUR, LLC**

786. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **A JOY TOUR, LLC** and Defendant **M & Y TOUR INC.** by virtue of the following:

- a. **A JOY TOUR, LLC** and **M & Y TOUR INC.** entered into an express or implied agreement that **M & Y TOUR INC.** would operate tours that were promoted, marketed, and directed to **A JOY TOUR, LLC** customers on behalf of such joint venture;
- b. **M & Y TOUR INC.** would provide **A JOY TOUR, LLC** with a Certificate of Insurance under Defendant **M & Y TOUR INC.**'s insurance policy on behalf of such joint venture;
- c. **A JOY TOUR, LLC** and **M & Y TOUR INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;

- d. **A JOY TOUR, LLC** and **M & Y TOUR INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **M & Y TOUR INC.**;
- e. **A JOY TOUR, LLC** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;
- f. **A JOY TOUR, LLC** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

787. The defendant, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

788. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

789. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

790. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO**, negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

791. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

- a. Failing to exercise reasonable care under the circumstances;
- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and
- d. Failure to provide a safe tour.

792. As a direct and proximate result of the breach of the Defendants' negligence, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death.

793. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, while participating in the subject Niagara Falls tour.

794. Upon information and belief, at all times relevant to this Complaint, Defendant, **M & Y TOUR INC.** and **A JOY TOUR, LLC** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and within the course and scope of such agency, ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

795. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-EIGHTH CAUSE OF ACTION**

796. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

797. At all times relevant to this Complaint, defendants **SUNSHINE GLOBE NY INC., and A JOY TOUR, LLC**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **A JOY TOUR, LLC** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **SUNSHINE GLOBE NY INC.**

798. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **A JOY TOUR, LLC**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **SUNSHINE GLOBE NY INC.**

799. Upon information and belief, **A JOY TOUR, LLC**, and **SUNSHINE GLOBE NY INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

800. Upon information and belief, **A JOY TOUR, LLC**, together and in concert with **SUNSHINE GLOBE NY INC.**, advertised, marketed, promoted, recommended, and endorsed the Niagara Falls tour. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** profit from the sale of shore excursions.

801. Upon information and belief, at all times relevant to this Complaint, **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.**, entered into an agreement where **SUNSHINE GLOBE NY INC.** would operate and tours that were promoted, marketed, and directed to **A JOY TOUR, LLC**'s customers on behalf of such joint venture.

802. Upon information and belief, at all times relevant to this Complaint, Defendant **SUNSHINE GLOBE NY INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **A JOY TOUR, LLC** to promote, sell, provide, and profit from tours for customers of **A JOY TOUR, LLC**

803. The defendant, **A JOY TOUR, LLC**, directly profited from the sale of shore excursions operated by Defendant **SUNSHINE GLOBE NY INC.**, Defendant **SUNSHINE GLOBE NY INC.** was an agent or ostensible agent of **A JOY TOUR, LLC**

804. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **A JOY TOUR, LLC** and Defendant **SUNSHINE GLOBE NY INC.** by virtue of the following:

- a. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** entered into an express or implied agreement that **SUNSHINE GLOBE NY INC.** would operate tours that were promoted, marketed, and directed to **A JOY TOUR, LLC** customers on behalf of such joint venture;
- b. **SUNSHINE GLOBE NY INC.** would provide **A JOY TOUR, LLC** with a Certificate of Insurance under Defendant **SUNSHINE GLOBE NY INC.**'s insurance policy on behalf of such joint venture;

- c. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;
- d. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **SUNSHINE GLOBE NY INC.**;
- e. **A JOY TOUR, LLC** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;
- f. **A JOY TOUR, LLC** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

805. The defendant, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

806. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

807. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

808. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.** and its employee/agent **BIN SHAO**,

negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

809. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and partner Defendant **SUNSHINE GLOBE NY INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

- a. Failing to exercise reasonable care under the circumstances;
- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and
- d. Failure to provide a safe tour.

810. As a direct and proximate result of the breach of the Defendants' negligence, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death.

811. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, while participating in the subject Niagara Falls tour.

812. Upon information and belief, at all times relevant to this Complaint, Defendants, **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and within the course and scope of such agency,

ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

813. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A TWENTY-NINTH CAUSE OF ACTION**

814. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

815. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

816. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

817. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to ensure that it recommended, contract, facilitate tours to companies and drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **M & Y TOUR INC.** and **BIN SHAO**.

818. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical,

psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

819. The defendant, **A JOY TOUR, LLC**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of “respondeat superior,” and in particular the defendants, **M & Y TOUR INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

820. As a direct and proximate result of the negligence of defendant, **A JOY TOUR, LLC**, in its hiring, training, and retention of defendants, **M & Y TOUR INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, were seriously injured.

821. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

822. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee,

and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

823. Due to defendants', **A JOY TOUR, LLC, M & Y TOUR INC. and BIN SHAO,** negligence, the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually,** are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTIETH CAUSE OF ACTION**

824. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually,** incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

825. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC,** had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

826. The defendant, **A JOY TOUR, LLC,** insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

827. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC,** had a duty to ensure that it recommended, contract, facilitate tours to companies and drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **SUNSHINE GLOBE NY INC. and BIN SHAO.**

828. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

829. The defendant, **A JOY TOUR, LLC**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of “respondeat superior,” and in particular the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

830. As a direct and proximate result of the negligence of defendant, **A JOY TOUR, LLC**, in its hiring, training, and retention of defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, were seriously injured.

831. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

832. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

833. Due to defendants', **A JOY TOUR, LLC, SUNSHINE GLOBE NY INC. and BIN SHAO**, negligence, the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-FIRST CAUSE OF ACTION**

834. Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

835. At all times relevant to this litigation, Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC** were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, to act in good faith and deal fairly with them.

836. Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC** breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash

and resulting in serious personal injuries to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

837. Such acts and omissions leading to the Defendants', **M & Y TOUR INC. and A JOY TOUR, LLC**, breach of its duty to deal in good faith and fairly with the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, were the actual and proximate cause of harm to them.

838. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

839. Defendants, **M & Y TOUR INC., A JOY TOUR, LLC and BIN SHAO**, were outrageous, with their acts being done with malice or bad motives or reckless indifference to the interests of the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

840. Due to the acts of the Defendants, **M & Y TOUR INC., A JOY TOUR, LLC and BIN SHAO**, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-SECOND CAUSE OF ACTION**

841. Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

842. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC**, were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

843. Defendants, **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC**, breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash and resulting in serious personal injuries to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

844. Such acts and omissions leading to the Defendants', **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC**, breach of its duty to deal in good faith and fairly with the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, were the actual and proximate cause of harm to them.

845. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

846. Defendants, **SUNSHINE GLOBE NY INC., A JOY TOUR, LLC** and **BIN SHAO**, were outrageous, with their acts being done with malice or bad motives or reckless indifference to the interests of the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

847. Due to the acts of the Defendants, **SUNSHINE GLOBE NY INC., A JOY TOUR, LLC** and **BIN SHAO**, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages in an

amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-THIRD CAUSE OF ACTION**

848. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

849. At all times relevant to this litigation, Defendant, **M & Y TOUR INC. and A JOY TOUR, LLC**, was in a contractual relationship with said Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

850. At all times relevant to this litigation, Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC**, owed a fiduciary duty to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

851. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

852. Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

853. Due to the Defendants' negligence, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are

entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-FOURTH CAUSE OF ACTION**

854. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

855. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC. and A JOY TOUR, LLC**, were in a contractual relationship with said Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

856. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC. and A JOY TOUR, LLC**, owed a fiduciary duty to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

857. Defendants, **SUNSHINE GLOBE NY INC. and A JOY TOUR, LLC**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

858. Due to the Defendants' negligence, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-FIFTH CAUSE OF ACTION**

859. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

860. At all times relevant to this Complaint, defendants **M & Y TOUR INC., and A JOY TOUR, LLC**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **A JOY TOUR, LLC** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **M & Y TOUR INC.**

861. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **A JOY TOUR, LLC**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **M & Y TOUR INC.**

862. Upon information and belief, **A JOY TOUR, LLC** and **M & Y TOUR INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

863. Upon information and belief, **A JOY TOUR, LLC**, together and in concert with **M & Y TOUR INC.**, advertised, marketed, promoted, recommended, and endorsed the Niagara Falls tour. **A JOY TOUR, LLC** and **M & Y TOUR INC.** profit from the sale of shore excursions.

864. Upon information and belief, at all times relevant to this Complaint, **A JOY TOUR, LLC** and **M & Y TOUR INC.**, entered into an agreement where **M & Y TOUR INC.** would operate

and tours that were promoted, marketed, directed to **A JOY TOUR, LLC**'s customers on behalf of such joint venture.

865. Upon information and belief, at all times relevant to this Complaint, Defendant **M & Y TOUR INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **A JOY TOUR, LLC** to promote, sell, provide, and profit from tours for customers of **A JOY TOUR, LLC**

866. The defendant, **A JOY TOUR, LLC**, directly profited from the sale of shore excursions operated by Defendant **M & Y TOUR INC.**, Defendant **M & Y TOUR INC.** was an agent or ostensible agent of **A JOY TOUR, LLC**

867. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **A JOY TOUR, LLC** and Defendant **M & Y TOUR INC.** by virtue of the following:

- a. **A JOY TOUR, LLC** and **M & Y TOUR INC.** entered into an express or implied agreement that **M & Y TOUR INC.** would operate tours that were promoted, marketed, and directed to **A JOY TOUR, LLC** customers on behalf of such joint venture;
- b. **M & Y TOUR INC.** would provide **A JOY TOUR, LLC** with a Certificate of Insurance under Defendant **M & Y TOUR INC.**'s insurance policy on behalf of such joint venture;
- c. **A JOY TOUR, LLC** and **M & Y TOUR INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;
- d. **A JOY TOUR, LLC** and **M & Y TOUR INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **M & Y TOUR INC.**;

e. **A JOY TOUR, LLC** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;

f. **A JOY TOUR, LLC** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

868. The defendant, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

869. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

870. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

871. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO**, negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

872. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

a. Failing to exercise reasonable care under the circumstances;

- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and
- d. Failure to provide a safe tour.

873. As a direct and proximate result of the breach of the Defendants' negligence, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death.

874. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, while participating in the subject Niagara Falls tour.

875. Upon information and belief, at all times relevant to this Complaint, Defendant, **M & Y TOUR INC.** and **A JOY TOUR, LLC** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and within the course and scope of such agency, ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

876. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-SIXTH CAUSE OF ACTION**

877. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

878. At all times relevant to this Complaint, defendants **SUNSHINE GLOBE NY INC., and A JOY TOUR, LLC**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **A JOY TOUR, LLC** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **SUNSHINE GLOBE NY INC.**

879. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

880. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **A JOY TOUR, LLC**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **SUNSHINE GLOBE NY INC.**

881. Upon information and belief, **A JOY TOUR, LLC**, and **SUNSHINE GLOBE NY INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

882. Upon information and belief, **A JOY TOUR, LLC**, together and in concert with **SUNSHINE GLOBE NY INC.**, advertised, marketed, promoted, recommended, and endorsed the

Niagara Falls tour. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** profit from the sale of shore excursions.

883. Upon information and belief, at all times relevant to this Complaint, **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.**, entered into an agreement where **SUNSHINE GLOBE NY INC.** would operate and tours that were promoted, marketed, and directed to **A JOY TOUR, LLC**'s customers on behalf of such joint venture.

884. Upon information and belief, at all times relevant to this Complaint, Defendant **SUNSHINE GLOBE NY INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **A JOY TOUR, LLC** to promote, sell, provide, and profit from tours for customers of **A JOY TOUR, LLC**

885. The defendant, **A JOY TOUR, LLC**, directly profited from the sale of shore excursions operated by Defendant **SUNSHINE GLOBE NY INC.**, Defendant **SUNSHINE GLOBE NY INC.** was an agent or ostensible agent of **A JOY TOUR, LLC**

886. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **A JOY TOUR, LLC** and Defendant **SUNSHINE GLOBE NY INC.** by virtue of the following:

- a. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** entered into an express or implied agreement that **SUNSHINE GLOBE NY INC.** would operate tours that were promoted, marketed, and directed to **A JOY TOUR, LLC** customers on behalf of such joint venture;
- b. **SUNSHINE GLOBE NY INC.** would provide **A JOY TOUR, LLC** with a Certificate of Insurance under Defendant **SUNSHINE GLOBE NY INC.**'s insurance policy on behalf of such joint venture;

- c. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;
- d. **A JOY TOUR, LLC** and **SUNSHINE GLOBE NY INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **SUNSHINE GLOBE NY INC.**;
- e. **A JOY TOUR, LLC** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;
- f. **A JOY TOUR, LLC** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

887. The defendant, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

888. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

889. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.** and its employee/agent **BIN SHAO**, negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

890. On August 22, 2025, **A JOY TOUR, LLC**, by and through their agent, joint venturer, and partner Defendant **SUNSHINE GLOBE NY INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

- a. Failing to exercise reasonable care under the circumstances;
- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and
- d. Failure to provide a safe tour.

891. As a direct and proximate result of the breach of the Defendants' negligence, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death.

892. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, while participating in the subject Niagara Falls tour.

893. Upon information and belief, at all times relevant to this Complaint, Defendants, **SUNSHINE GLOBE NY INC. and A JOY TOUR, LLC** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and within the course and scope of such agency, ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

894. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-SEVENTH CAUSE OF ACTION**

895. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

896. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

897. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to ensure that it recommended, contract, facilitate tours to companies and drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **M & Y TOUR INC.** and **BIN SHAO**.

898. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

899. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

900. The defendant, **A JOY TOUR, LLC**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of

“respondeat superior,” and in particular the defendants, **M & Y TOUR INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

901. As a direct and proximate result of the negligence of defendant, **A JOY TOUR, LLC**, in its hiring, training, and retention of defendants, **M & Y TOUR INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, were seriously injured.

902. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

903. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

904. Due to defendants', **A JOY TOUR, LLC, M & Y TOUR INC.** and **BIN SHAO**, negligence, the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-EIGHTH CAUSE OF ACTION**

905. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

906. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

907. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to ensure that it recommended, contract, facilitate tours to companies and drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**.

908. On August 22, 2025, and for some time prior to and thereafter, defendant, **A JOY TOUR, LLC**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

909. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant**

**under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

910. The defendant, **A JOY TOUR, LLC**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of “respondeat superior,” and in particular the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

911. As a direct and proximate result of the negligence of defendant, **A JOY TOUR, LLC**, in its hiring, training, and retention of defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, were seriously injured.

912. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

913. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous

and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

914. Due to defendants', **A JOY TOUR, LLC, SUNSHINE GLOBE NY INC. and BIN SHAO**, negligence, the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A THIRTY-NINTH CAUSE OF ACTION**

915. Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

916. At all times relevant to this litigation, Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC** were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, to act in good faith and deal fairly with them.

917. Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC** breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash and resulting in serious personal injuries to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

918. Such acts and omissions leading to the Defendants', **M & Y TOUR INC. and A JOY TOUR, LLC**, breach of its duty to deal in good faith and fairly with the Plaintiffs, **Z.F., an infant**

**under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually,** were the actual and proximate cause of harm to them.

919. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

920. Defendants, **M & Y TOUR INC., A JOY TOUR, LLC** and **BIN SHAO**, were outrageous, with their acts being done with malice or bad motives or reckless indifference to the interests of the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

921. Due to the acts of the Defendants, **M & Y TOUR INC., A JOY TOUR, LLC** and **BIN SHAO**, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually,** are entitled to damages including punitive damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FORTIETH CAUSE OF ACTION**

922. Plaintiffs **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually,** repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

923. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC**, were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

924. Defendants, **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC**, breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash and resulting in serious personal injuries to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

925. Such acts and omissions leading to the Defendants', **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC**, breach of its duty to deal in good faith and fairly with the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, were the actual and proximate cause of harm to them.

926. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

927. Defendants, **SUNSHINE GLOBE NY INC.** and **A JOY TOUR, LLC** and **BIN SHAO**, were outrageous, with their acts being done with malice or bad motives or reckless indifference to the interests of the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually.**

928. Due to the acts of the Defendants, **SUNSHINE GLOBE NY INC. A JOY TOUR, LLC** and **BIN SHAO**, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages including punitive damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-FIRST CAUSE OF ACTION**

929. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

930. At all times relevant to this litigation, Defendant, **M & Y TOUR INC. and A JOY TOUR, LLC**, was in a contractual relationship with said Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

931. At all times relevant to this litigation, Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC**, owed a fiduciary duty to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

932. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

933. Defendants, **M & Y TOUR INC. and A JOY TOUR, LLC**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

934. Due to the Defendants' negligence, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-SECOND CAUSE OF ACTION**

935. Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

936. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC. and A JOY TOUR, LLC**, were in a contractual relationship with said Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

937. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC. and A JOY TOUR, LLC**, owed a fiduciary duty to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

938. The defendant, **A JOY TOUR, LLC**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

939. Defendants, **SUNSHINE GLOBE NY INC. and A JOY TOUR, LLC**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**.

940. Due to the Defendants' negligence, Plaintiffs, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, and YING YANG individually**, are

entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-THIRD CAUSE OF ACTION**

941. Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

942. At all times relevant to this Complaint, defendants **M & Y TOUR INC.**, and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **M & Y TOUR INC.**

943. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **M & Y TOUR INC.**

944. Upon information and belief, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **M & Y TOUR INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

945. Upon information and belief, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, together and in concert with **M & Y TOUR INC.**, advertised, marketed, promoted,

recommended, and endorsed the Niagara Falls tour. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **M & Y TOUR INC.** profit from the sale of shore excursions.

946. Upon information and belief, at all times relevant to this Complaint, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **M & Y TOUR INC.**, entered into an agreement where **M & Y TOUR INC.** would operate and tours that were promoted, marketed, directed to **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**'s customers on behalf of such joint venture.

947. Upon information and belief, at all times relevant to this Complaint, Defendant **M & Y TOUR INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** to promote, sell, provide, and profit from tours for customers of **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**

948. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, directly profited from the sale of shore excursions operated by Defendant **M & Y TOUR INC.**, Defendant **M & Y TOUR INC.** was an agent or ostensible agent of **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**

949. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and Defendant **M & Y TOUR INC.** by virtue of the following:

- a. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **M & Y TOUR INC.** entered into an express or implied agreement that **M & Y TOUR INC.** would operate tours that were promoted, marketed, and directed to **UNITEDSTARS**

**INTERNATIONAL LTD. D/B/A USITRIP** customers on behalf of such joint venture;

- b. **M & Y TOUR INC.** would provide **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** with a Certificate of Insurance under Defendant **M & Y TOUR INC.**'s insurance policy on behalf of such joint venture;
- c. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **M & Y TOUR INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;
- d. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **M & Y TOUR INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **M & Y TOUR INC.**;
- e. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;
- f. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

950. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

951. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE.**

952. On August 22, 2025, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

953. On August 22, 2025, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and/or partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO**, negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

954. On August 22, 2025, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and partner Defendant **M & Y TOUR INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

- a. Failing to exercise reasonable care under the circumstances;
- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and
- d. Failure to provide a safe tour.

955. As a direct and proximate result of the breach of the Defendants' negligence, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death ultimately resulting in her wrongful death.

956. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs **XU**

**XIE as Administrator of the Estate of HONGZHUO XIE** , while participating in the subject Niagara Falls tour.

957. Upon information and belief, at all times relevant to this Complaint, Defendant, **M & Y TOUR INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and within the course and scope of such agency, ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

958. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-FOURTH CAUSE OF ACTION**

959. Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** , repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

960. At all times relevant to this Complaint, defendants **SUNSHINE GLOBE NY INC.**, and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, were engaged in a joint venture, agency relationship, and/or partnership to provide tour services to potential customers including the Plaintiffs herein, whereby **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** sold and/or arranged tour tickets for customers and placed said customers on tours operated and/or provided by **SUNSHINE GLOBE NY INC.**

961. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

962. The Niagara Falls tour was provided, arranged, controlled, coordinated, managed, operated, and supported by **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, both directly and by and through their agent, ostensible agent, joint venturer, and partner **SUNSHINE GLOBE NY INC.**

963. Upon information and belief, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, and **SUNSHINE GLOBE NY INC.** worked together to promote and provide the Niagara Falls tour to potential customers including the Plaintiffs herein. Upon information and belief, these entities had an express or implied contract to work together for their mutual profit, with a mutual sharing of the risks, benefits, and control of that endeavor. As such, they were partners and joint venturers.

964. Upon information and belief, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, together and in concert with **SUNSHINE GLOBE NY INC.**, advertised, marketed, promoted, recommended, and endorsed the Niagara Falls tour. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **SUNSHINE GLOBE NY INC.** profit from the sale of shore excursions.

965. Upon information and belief, at all times relevant to this Complaint, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **SUNSHINE GLOBE NY INC.**, entered into an agreement where **SUNSHINE GLOBE NY INC.** would operate and tours that were promoted, marketed, and directed to **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**'s customers on behalf of such joint venture.

966. Upon information and belief, at all times relevant to this Complaint, Defendant **SUNSHINE GLOBE NY INC.** worked along with, and in concert with, as an agent of, and/or as a joint venturer with **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** to promote, sell, provide, and profit from tours for customers of **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**

967. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, directly profited from the sale of shore excursions operated by Defendant **SUNSHINE GLOBE NY INC.**, Defendant **SUNSHINE GLOBE NY INC.** was an agent or ostensible agent of **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**

968. Upon information and belief, and without the full benefit of discovery, at all relevant times to this Complaint, there was a joint venture and/or agency relationship between **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and Defendant **SUNSHINE GLOBE NY INC.** by virtue of the following:

- a. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **SUNSHINE GLOBE NY INC.** entered into an express or implied agreement that **SUNSHINE GLOBE NY INC.** would operate tours that were promoted, marketed, and directed to **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** customers on behalf of such joint venture;
- b. **SUNSHINE GLOBE NY INC.** would provide **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** with a Certificate of Insurance under Defendant **SUNSHINE GLOBE NY INC.**'s insurance policy on behalf of such joint venture;

- c. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **SUNSHINE GLOBE NY INC.** shared the common purpose of advertising, marketing, offering selling, and/or providing tours to potential customers;
- d. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **SUNSHINE GLOBE NY INC.** shared in the profits and losses derived from the Niagara Falls tour operated by **SUNSHINE GLOBE NY INC.**;
- e. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** enticed passengers to purchase tickets on this tour by specifically marketing the Niagara Falls tour;
- f. **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** governed the subject of how, when and where the agreement to provide the Niagara Falls tour was to be performed.

969. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, were negligent in the selection and retention of **BIN SHAO** as bus driver.

970. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

971. On August 22, 2025, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**, negligently put their own pecuniary interest in profits derived from the tour customers' participation in the subject Niagara Falls tour above the physical safety of its customers, the Plaintiffs herein.

972. On August 22, 2025, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and/or partner Defendant **SUNSHINE GLOBE NY INC.**

and its employee/agent **BIN SHAO**, negligently drove the 2005 Van Hool Bus motor vehicle, bearing license plate number 41230PF crashing it and severely injuring passengers aboard said bus, including the Plaintiffs herein.

973. On August 22, 2025, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, by and through their agent, joint venturer, and partner Defendant **SUNSHINE GLOBE NY INC.** and its employee/agent **BIN SHAO** were negligent in the following ways:

- a. Failing to exercise reasonable care under the circumstances;
- b. Failing to exercise reasonable care by checking and monitoring the road conditions;
- c. Failing to exercise reasonable care to watch for and avoid continuing to drive off of the public roadway thereat; and
- d. Failure to provide a safe tour.

974. As a direct and proximate result of the breach of the Defendants' negligence, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, suffered severe injuries in the subject bus crash, as well as physical pain and suffering, and mental and emotional suffering, including terror and fear of impending death and ultimately resulted in her wrongful death.

975. All or some of the above acts and/or omissions by the Defendants and/or its agents, servants, and/or employees, caused and/or contributed to the catastrophic injuries of Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, while participating in the subject Niagara Falls tour.

976. Upon information and belief, at all times relevant to this Complaint, Defendants, **SUNSHINE GLOBE NY INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** were the agents, ostensible agents, servants, partners, and/or joint venturers of each of the other Defendants, and each was at all relevant times acting on behalf of and in concert with the others and

within the course and scope of such agency, ostensible agency, service, employment, joint venture and/or partnership, such that the actions of each Defendant, constituted the actions of each of the others, and each defendant is liable therefore.

977. Due to defendants' negligence, the Plaintiffs are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-FIFTH CAUSE OF ACTION**

978. Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

979. On August 22, 2025, and for some time prior to and thereafter, defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

980. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

981. On August 22, 2025, and for some time prior to and thereafter, defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, had a duty to ensure that it recommended, contract, facilitate tours to companies and drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **M & Y TOUR INC.** and **BIN SHAO**.

982. On August 22, 2025, and for some time prior to and thereafter, defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable

propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

983. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of “respondeat superior,” and in particular the defendants, **M & Y TOUR INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

984. As a direct and proximate result of the negligence of defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, in its hiring, training, and retention of defendants, **M & Y TOUR INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, were seriously injured resulting in her wrongful death.

985. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein resulting in her wrongful death.

986. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **M & Y TOUR INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

987. Due to defendants', **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, **M & Y TOUR INC.** and **BIN SHAO**, negligence, the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-SIXTH CAUSE OF ACTION**

988. Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, incorporate by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

989. On August 22, 2025, and for some time prior to and thereafter, defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, had a duty to hire, train and retain as employees, agents, representatives, sales agents, tour facilitators and/or servants, suitable, competent, qualified, experienced, train, and adequate individuals to operate its motor vehicles.

990. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

991. On August 22, 2025, and for some time prior to and thereafter, defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, had a duty to ensure that it recommended, contract, facilitate tours to companies and drivers who were fit to work, professionally trained, supervised, and instructed including the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**.

992. On August 22, 2025, and for some time prior to and thereafter, defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, had a duty to ensure that companies and drivers who constituted a potential hazard or danger to the public, those with unsuitable propensities, and/or those with emotional, physical, psychological, and/or physiological traits and/or characteristics contraindicated to the safe operation of its motor vehicles, not be employed, retained, and/or otherwise permitted to operate same.

993. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, is vicariously responsible for the conduct of its employees, agents, representatives, sale agents, tour facilitators, and/or servants under the doctrine of “respondeat superior,” and in particular the defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, who negligently/recklessly caused the injuries to the Plaintiffs herein.

994. As a direct and proximate result of the negligence of defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, in its hiring, training, and retention of defendants, **SUNSHINE GLOBE NY INC.** and **BIN SHAO** as its employees, agents, representatives, sale agents, tour facilitators, and/or servants, and its entrustment to the use of the services provided by the defendants’ and the use of the defendant’s motor vehicle involved in the accident, herein, Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, were seriously injured resulting in her wrongful death.

995. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a reckless, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein resulting in her wrongful death.

996. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

997. On or about August 22, 2025, the certain 2005 Van Hool Bus motor vehicle bearing New York State license plate number 41230PF, owned by **SUNSHINE GLOBE NY INC.** and operated by **BIN SHAO**, in which the Plaintiffs were passengers, was driven in a negligent, dangerous and hazardous manner on the eastbound Interstate 90 near exit 48A in the Town of Pembroke, County of Genesee, and State of New York, resulting in the defendant driver losing control of the motor vehicle which caused the tour bus to swerve, overturn and roll off the roadway of Interstate 90 causing severe and permanent injuries to be sustained by the Plaintiffs herein.

998. Due to defendants', **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, **SUNSHINE GLOBE NY INC.** and **BIN SHAO**, negligence, the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, are entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-SEVENTH CAUSE OF ACTION**

999. Plaintiffs **XU XIE as Administrator of the Estate of HONGZHUO XIE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

1000. At all times relevant to this litigation, Defendants, **M & Y TOUR INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, to act in good faith and deal fairly with them.

1001. Defendants, **M & Y TOUR INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash and resulting in serious personal injuries to the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

1002. Such acts and omissions leading to the Defendants', **M & Y TOUR INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, breach of its duty to deal in good faith and fairly with the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, were the actual and proximate cause of harm to them.

1003. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

1004. Defendants, **M & Y TOUR INC.**, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **BIN SHAO**, were outrageous, with their acts being done with malice or bad motives

or reckless indifference to the interests of the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** .

1005. Due to the acts of the Defendants, **M & Y TOUR INC., UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **BIN SHAO**, Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** , are entitled to damages including punitive damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-EIGHTH CAUSE OF ACTION**

1006. Plaintiffs **XU XIE as Administrator of the Estate of HONGZHUO XIE** , repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

1007. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, were in a contractual relationship with said Plaintiffs separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

1008. Defendants, **SUNSHINE GLOBE NY INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, breached that duty by negligently owning, operating, maintaining, managing, and/or controlling the tour bus and tour, and by failing to exercise reasonable care in the operation of the vehicle, thereby causing the bus to crash and resulting in serious personal injuries to the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** .

1009. Such acts and omissions leading to the Defendants', **SUNSHINE GLOBE NY INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, breach of its duty to deal in good

faith and fairly with the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, were the actual and proximate cause of harm to them.

1010. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

1011. Defendants, **SUNSHINE GLOBE NY INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **BIN SHAO**, were outrageous, with their acts being done with malice or bad motives or reckless indifference to the interests of the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

1012. Due to the acts of the Defendants, **SUNSHINE GLOBE NY INC. UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP** and **BIN SHAO**, Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, are entitled to damages including punitive damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FORTY-NINTH CAUSE OF ACTION**

1013. Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

1014. At all times relevant to this litigation, Defendant, **M & Y TOUR INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, was in a contractual relationship with said Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

1015. At all times relevant to this litigation, Defendants, **M & Y TOUR INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, owed a fiduciary duty to the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** .

1016. Defendants, **M & Y TOUR INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** .

1017. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

1018. Due to the Defendants' negligence, Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** , are entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTIETH CAUSE OF ACTION**

1019. Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** , repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein.

1020. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC.** and **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, were in a contractual relationship with said Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** , separately and owed a duty to the Plaintiffs, to act in good faith and deal fairly with them.

1021. At all times relevant to this litigation, Defendants, **SUNSHINE GLOBE NY INC. and UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, owed a fiduciary duty to the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** .

1022. The defendant, **UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, insured the safety of the passengers for the tour it recommended and assumed a duty of care to the passengers including the plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE**.

1023. Defendants, **SUNSHINE GLOBE NY INC. and UNITEDSTARS INTERNATIONAL LTD. D/B/A USITRIP**, breached the contract and the duties owed to the Plaintiffs and said breach was the actual and proximate cause of harm to the Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** .

1024. Due to the Defendants' negligence, Plaintiffs, **XU XIE as Administrator of the Estate of HONGZHUO XIE** , are entitled to damages in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTY-FIRST CAUSE OF ACTION**

1025. Plaintiffs, **JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG, YING YANG individually**, and **XU XIE as Administrator of the Estate of HONGZHUO XIE**, repeat and reallege each and every allegation contained in the above paragraphs of the Complaint as if fully set forth at length herein

1026. At all relevant times, the actions and inactions of **M & Y TOUR INC., BIN SHAO, MIYA GROUP INC., A JOY TOUR, LLC, UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP**, and **SUNSHINE GLOBE NY INC.**, were of such character so as to constitute a pattern or

practice of willful, wanton and reckless misconduct causing substantial harm and resulting in damages to Plaintiffs.

1027. More specifically, at all relevant times, **M & Y TOUR INC., BIN SHAO, MIYA GROUP INC., A JOY TOUR, LLC, UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP,** and **SUNSHINE GLOBE NY INC.,** acted with a conscious and flagrant disregard for the rights and safety of Plaintiffs and/or deliberately engaged in willful, wanton and reckless disregard for the life and safety of the Plaintiffs.

1028. The wrongful acts constitute a willful, wanton, malicious, and reckless disregard for Plaintiffs' rights and a conscious failure to exercise due care. As such, punitive damages should be imposed in an amount sufficient to keep such wrongful conduct from being repeated.

1029. By reason of the foregoing, the Defendants **M & Y TOUR INC., BIN SHAO, MIYA GROUP INC., A JOY TOUR, LLC, UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP,** and **SUNSHINE GLOBE NY INC.,** are jointly and severally liable for punitive and exemplary damages.

**AS AND FOR A FIFTHY-SECOND CAUSE OF ACTION**

1030. The Plaintiff, **XU XIE as Administrator of the Estate of HONGZHUO XIE,** incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

1031. As a result of the incident, the decedent Plaintiff, **HONGZHUO XIE,** died on August 22, 2025.

1032. That on January 15, 2026, the Honorable Rita Mella issued a Decree Granting Limited Letters of Administration of the Estate of **HONGZHUO XIE** to **XU XIE,** the decedent's uncle on her father's side.

1033. The incident and the injuries resulting in the decedent's death were caused by the negligence and/or recklessness of the defendants, without any negligence on the part of the decedent Plaintiff, **HONGZHUO XIE**, contributing thereto.

1034. The decedent Plaintiff, **HONGZHUO XIE**, was survived by heirs-at-law and next of kin.

1035. The heirs-at-law and next of kin of the decedent sustained pecuniary loss as a result of the death of the decedent, including, but not limited to, loss of society.

1036. Solely as a result of the negligence and/or recklessness of the defendants and the injuries sustained by the decedent which ultimately led to death, the decedent's estate incurred funeral expenses, medical expenses, administrative expenses and various other expenses.

1037. That as a result of the foregoing, the decedent, Plaintiff, **HONGZHUO XIE**, was wrongfully deprived of her life, wrongfully deprived of future loss of earnings, sustained great pain, suffering and disability and by reason of the suffering and wrongful death of the Plaintiff, **HONGZHUO XIE**, the Plaintiff, **XU XIE**, as administrator has sustained damages and seeks a monetary award.

1038. At all times hereinafter mentioned, in addition to the damages claimed herein, the Plaintiff, **XU XIE**, as the Administrator of the Estate of **HONGZHUO XIE**, is entitled to an award of damages and punitive damages as a result of the defendants' wanton, willful, reckless and conscious disregard and/or indifference to the safety, life and rights of the Plaintiff, decedent, **HONGZHUO XIE**, which caused her the injuries alleged herein, including her death.

1039. Due to defendants' negligence, Plaintiff, **XU XIE**, as Administrator of the Estate of **HONGZHUO XIE**, deceased is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTHY-THIRD CAUSE OF ACTION**

1040. The Plaintiff, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

1041. As a result of the incident, the decedent died on August 22, 2025.

1042. That at all times hereinafter mentioned, Plaintiff, **XU XIE**, was the uncle on the decedent's father's side of the decedent, **HONGZHUO XIE**, and as such, was entitled to the society, services, and companionship of his niece, the decedent, **HONGZHUO XIE**.

1043. The incident and the injuries resulting in the decedent's, **HONGZHUO XIE**, death were caused by the negligence and/or recklessness of the defendants, without any negligence on the part of the decedent contributing thereto.

1044. That by reason of the foregoing, Plaintiff, **XU XIE**, on behalf of the decedent's parents, was deprived of the society, services and companionship of the decedent, **HONGZHUO XIE**, and shall forever be deprived of said society, services and companionship.

1045. Due to defendants' negligence, Plaintiff, **XU XIE**, as Administrator of the Estate of **HONGZHUO XIE**, deceased is entitled to damages including punitive damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTHY-FOURTH CAUSE OF ACTION**

1046. The Plaintiff, **XU XIE as Administrator of the Estate of HONGZHUO XIE**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

1047. That as a result of the foregoing, the decedent, Plaintiff, **HONGZHUO XIE**, was wrongfully deprived of her life, sustained great pain, suffering and disability and by reason of the

suffering and wrongful death of the Plaintiff **HONGZHUO XIE**, has sustained damages and seek a monetary award.

1048. At all times hereinafter mentioned, in addition to the damages claimed herein, the Plaintiff, **XU XIE, as the Administrator of the Estate of HONGZHUO XIE**, is entitled to an award of punitive damages from the defendants as a result of the defendants' wanton, willful, reckless and conscious disregard and/or indifference to the safety, life and rights of the Plaintiff, decedent, **HONGZHUO XIE**, which caused her the injuries alleged herein resulting in her death.

1049. Due to defendants' negligence, Plaintiff, **XU XIE, as Administrator of the Estate of HONGZHUO XIE**, deceased is entitled to damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTHY-FIFTH CAUSE OF ACTION**

1050. The Plaintiff, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

1051. That at all times hereinafter mentioned, Plaintiff, **YING YANG**, was the mother and natural guardian of **Z.F.**, and as such, was entitled to the society, services and companionship of her daughter, **Z.F.**

1052. Solely as a result of the negligence and/or recklessness of the defendants, the Plaintiff, **YING YANG**, incurred various expenses including medical expenses for treatment rendered on behalf of the infant plaintiff, **Z.F.**ses and various other expenses.

1053. The incident and the injuries were caused by the negligence and/or recklessness of the defendants, without any negligence on the part of the infant-Plaintiff contributing thereto.

1054. That by reason of the foregoing, Plaintiff, **YING YANG**, was deprived of the society, services and companionship **Z.F.**

1055. Due to defendants' negligence, **Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG**, is entitled to damages including punitive damages in a sum which exceeds the jurisdictional limit of all lower Courts which would otherwise have jurisdiction.

**WHEREFORE**, the Plaintiff demands:

- a. judgment awarding damages on the *first* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- b. judgment awarding damages on the *second* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- c. judgment awarding damages on the *third* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- d. judgment awarding damages on the *fourth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- e. judgment awarding damages on the *fifth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

- f. judgment awarding damages on the *sixth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- g. judgment awarding damages on the *seventh* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- h. judgment awarding damages on the *eighth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- i. judgment awarding damages on the *ninth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- j. judgment awarding damages on the *tenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- k. judgment awarding damages on the *eleventh* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- l. judgment awarding damages on the *twelfth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

- m. judgment awarding damages on the *thirteenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- n. judgment awarding damages on the *fourteenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- o. judgment awarding damages on the *fifteenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- p. judgment awarding damages on the *sixteenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- q. judgment awarding damages on the *seventeenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- r. judgment awarding damages on the *eighteenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- s. judgment awarding damages on the *nineteenth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

- t. judgment awarding damages on the *twentieth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- u. judgment awarding damages on the *twenty-first* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- v. judgment awarding damages on the *twenty-second* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- w. judgment awarding damages on the *twenty-third* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- x. judgment awarding damages on the *twenty-fifth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- y. judgment awarding damages on the *twenty-sixth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- z. judgment awarding damages on the *twenty-seventh* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

- aa. judgment awarding damages on the *twenty-eighth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- bb. judgment awarding damages on the *twenty-ninth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- cc. judgment awarding damages on the *thirtieth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- dd. judgment awarding damages on the *thirty-first* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- ee. judgment awarding damages on the *thirty-second* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- ff. judgment awarding damages on the *thirty-third* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- gg. judgment awarding damages on the *thirty-fourth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

- hh. judgment awarding damages on the *thirty-fifth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- ii. judgment awarding damages on the *thirty-sixth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- jj. judgment awarding damages on the *thirty-seventh* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- kk. judgment awarding damages on the *thirty-eighth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- ll. judgment awarding damages on the *thirty-ninth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- mm. judgment awarding damages on the *fortieth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- nn. judgment awarding damages on the *forty-first* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

- oo. judgment awarding damages on the *forty-second* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- pp. judgment awarding damages on the *forty-third* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- qq. judgment awarding damages on the *forty-fourth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- rr. judgment awarding damages on the *forty-fifth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- ss. judgment awarding damages on the *forty-sixth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- tt. judgment awarding damages on the *forty-seventh* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;
- uu. judgment awarding damages on the *forty-eighth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

vv. judgment awarding damages on the *forty-ninth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

ww. judgment awarding damages on the *fiftieth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

xx. judgment awarding damages on the *fifty-first* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

yy. judgment awarding damages on the *fifty-second* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

zz. judgment awarding damages on the *fifty-third* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

aaa. judgment awarding damages on the *fifty-fourth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

bbb. judgment awarding damages on the *fifty-fifth* cause of action, in an amount exceeding the monetary jurisdictional limits of all lower courts which would otherwise have jurisdiction;

ccc. interest, the costs and disbursements of this action, together with such other and further relief as to this Court seems just and proper.

Dated: Queens, New York  
April 21, 2026



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By: Michael S. Warycha, Esq.  
**SACCO & FILLAS, LLP**  
*Attorneys for Plaintiffs*  
31-19 Newtown Avenue, 7<sup>th</sup> Floor  
Astoria, New York 11102  
(718) 746-3440  
Our File # 37250-25

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, Index No.:  
XU XIE as Administrator of the Estate of HONGZHUO XIE,  
Z.F., an infant under the age of fourteen by her mother and natural  
guardian, YING YANG and YING YANG, Individually,

**ATTORNEY'S  
VERIFICATION**

Plaintiffs,

-against-

M & Y TOUR INC., BIN SHAO, MIYA GROUP INC., A JOY  
TOUR, LLC, UNITEDSTARS INTERNATIONAL LTD. d/b/a  
USITRIP, and SUNSHINE GLOBE NY INC.,

Defendants,

**Michael S. Warycha, Esq.**, an attorney duly admitted to practice law in the State of New York, makes the following affirmation under the penalty of perjury:

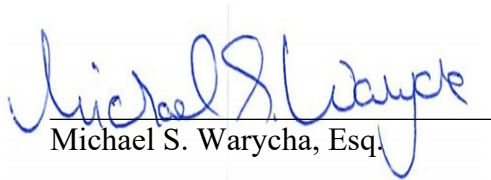
I am of the firm of **SACCO & FILLAS, LLP**, the attorneys of record for the Plaintiff.

I have read the foregoing **COMPLAINT** and know the contents thereof; the same is true to my own knowledge except as to the matters therein stated to be alleged on information and belief and that as to those matters, I believe them to be true.

This verification is made by affirmant and not by Plaintiff because she is not in the County of Queens, which is the County where your affirmant maintains offices.

The grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are correspondence had with the said Plaintiff, information contained in the said Plaintiff's file, which is in affirmant's possession, and other pertinent data relating thereto.

Dated: Queens, New York  
April 21, 2026

  
Michael S. Warycha, Esq.

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

JINXIAO FANG, GAOGAO YU, MIN YUE, JIANGUO XIONG, XU XIE as Administrator of the Estate of HONGZHUO XIE, Z.F., an infant under the age of fourteen by her mother and natural guardian, YING YANG and YING YANG, Individually,

Plaintiffs,

-against-

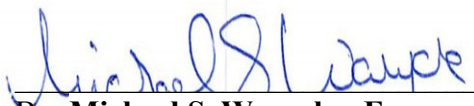
M & Y TOUR INC., BIN SHAO, MIYA GROUP INC., A JOY TOUR, LLC, UNITEDSTARS INTERNATIONAL LTD. d/b/a USITRIP, and SUNSHINE GLOBE NY INC.,

Defendants,

**SUMMONS and VERIFIED COMPLAINT**

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: Queens, New York  
April 21, 2026

  
By: **Michael S. Warycha, Esq.**

**SACCO & FILLAS, LLP**  
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