

**Gonzalez v JRKB Props. LLC**

2025 NY Slip Op 34168(U)

October 30, 2025

Supreme Court, New York County

Docket Number: Index No. 157110/2025

Judge: Judy H. Kim

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This opinion is uncorrected and not selected for official publication.

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

**PRESENT: HON. JUDY H. KIM PART 04**

*Justice*

-----X

FERNANDO GONZALEZ, ALMA GONZALEZ,

Plaintiffs,

- v -

JRKB PROPERTIES LLC,

Defendant.

-----X

**INDEX NO.** 157110/2025

**MOTION DATE** 08/13/2025

**MOTION SEQ. NO.** 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24

were read on this motion to/for CHANGE VENUE.

Upon the foregoing documents, defendant JRKB Properties LLC’s motion to change the venue of this action to Ulster County is granted.

In this action, plaintiffs allege that plaintiff Fernando Gonzalez sustained injuries at 44 Wallkill Avenue, Wallkill, New York because of defendant’s negligence. Plaintiffs’ complaint initially asserted claims against defendants JRKB Properties LLC (“JRKB” or “defendant”) and Airbnb, Inc. (“Airbnb”) sounding in negligence and loss of consortium (NYSCEF Doc No. 1, complaint). However, on July 25, 2025, approximately two months after commencing this action, plaintiff and Airbnb executed a stipulation of discontinuance discontinuing all claims as against Airbnb, Inc. without prejudice (NYSCEF Doc No. 4). JRKB interposed an answer on August 8, 2025, along with a Demand to Change Venue pursuant to CPLR sections 503, 510, and 511 (NYSCEF Doc Nos. 6, 8). Plaintiff did not respond to this demand.

In support of its motion, JRKB argues that plaintiffs’ stated basis for commencing this action in New York County—as the principal place of business of Airbnb—was erroneous, as

Airbnb’s principal executive offices are located in San Francisco. JRKB further argues that, even setting the foregoing aside, venue was improperly placed in New York County in light of the discontinuance of this action against Airbnb. Finally, JRKB argues that venue is appropriately placed in Ulster County because neither the plaintiffs nor defendant have any connection to New York County—as plaintiffs are residents of Florida and JRKB is a Nevada limited liability company—whereas the site of the alleged accident at issue in this action is located in Ulster County.

In opposition, plaintiff submits documents indicating that Airbnb, Inc. was incorporated in New York County and argues that the discontinuance of this action against Airbnb without prejudice does not render venue in New York County inappropriate Airbnb could still be added as a defendant later date. Finally, it argues that JRKB has not established that venue in Ulster County is appropriate based on inconvenience to the parties or witnesses.

### **DISCUSSION**

Defendant’s motion is granted. CPLR 503 provides that “[e]xcept where otherwise prescribed by law, the place of trial shall be in the county in which one of the parties resided when it was commenced; the county in which a substantial part of the events or omissions giving rise to the claim occurred; or, if none of the parties then resided in the state, in any county designated by the plaintiff ...” (CPLR 503[a]). The Court may, upon motion, “change the place of trial of an action where,” inter alia, “the county designated for that purpose is not a proper county ... [or] the convenience of material witnesses and the ends of justice will be promoted by the change” (CPLR 510[1], [3]).

“[W]here venue is placed on the basis of the principal place of business of an improper party, a motion to change venue should be granted after the action is dismissed against the

improper party” (*Clase v Sidoti, Jr., M.D.*, 20 AD3d 330, 331 [1st Dept 2005]). Plaintiffs’ discontinuance of this action against Airbnb demonstrates that it was an improper party (*id.*). While cases applying this principle involve discontinuances with prejudice, the fact that the discontinuance here was without prejudice does not support a contrary conclusion, in light of plaintiffs’ entirely speculative and conclusory assertion that they may reassert their claims against Airbnb in the future. Accordingly, JRKB has established that venue in New York County was based on the (asserted) principal place of business of an improper party, mandating a change of venue. In addition, plaintiffs’ “failure to serve an affidavit in response to the defendant’s demand, either showing that the county designated by the defendant is improper, or that the county the plaintiff designates is proper, [further] supports a transfer of venue to the county demanded by the defendant” (*Lynch v Cyprus Sash & Door Co., Inc.*, 272 AD2d 260, 261 [1st Dept 2000] [internal citations omitted]). In light of the foregoing and the absence of any basis for this action to be venued in New York County, venue in Ulster County—where plaintiffs’ claims arose—is proper (*see Espinoza v. Concordia Intl. Forwarding Corp.*, 39 AD3d 258, 259 [1st Dept 2007]).

Accordingly, it is

**ORDERED** that defendant JRKB Properties LLC’s motion for a change of venue is granted and venue of this action is changed from this Court to the Supreme Court, County of Ulster; and it is further

**ORDERED** that the Clerk of this Court shall transfer the file in this action to the Clerk of the Supreme Court, County of Ulster and shall mark his records to reflect such transfer; and it is further

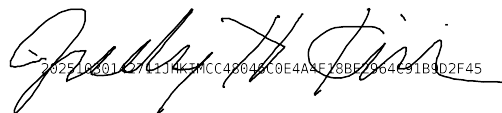
**ORDERED** that JRKB Properties LLC shall, within thirty days from the date of this decision and order, serve a copy of same with notice of entry upon plaintiff as well as the Clerk of this Court; and it is further

**ORDERED** that, upon such service on the Clerk, JRKB Properties LLC shall pay the appropriate transfer fee, if any, and shall contact the staff of the Clerk of this Court and cooperate in effectuating the transfer; and it is further

**ORDERED** that the Clerk of the Court shall coordinate the transfer of the file in this action with the Clerk of the Supreme Court, Ulster County to ensure an efficient transfer and minimize insofar as practical the reproduction of documents, including with regard to any documents that may be in digital format; and it is further

**ORDERED** that such service upon the Clerk of this Court shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the “E-Filing” page on the court’s website).

This constitutes the decision and order of the Court.



2025103011:27:CLJ4C4MCC4204FC0E4A9E78BF366491B9D2F45

10/30/2025

DATE

HON. JUDY H. KIM, J.S.C.

CHECK ONE:

<input checked="" type="checkbox"/>	CASE DISPOSED		
<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED
<input type="checkbox"/>	SETTLE ORDER		
<input checked="" type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		

<input type="checkbox"/>	NON-FINAL DISPOSITION		
<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	SUBMIT ORDER		
<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: