

Filing # 77493763 E-Filed 09/06/2018 08:42:48 AM

IN THE CIRCUIT COURT OF THE  
FOURTH JUDICIAL CIRCUIT, IN AND  
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 2018-CA-6159  
DIVISION: CV-H

ANTHONY MONTAGNINO,  
an individual,

Plaintiff,

v.

ELECTRONIC ARTS INC.,  
a Foreign Profit Corporation,  
JACKSONVILLE LANDING  
INVESTMENTS, LLC,  
a Florida Limited Liability Company,  
PROPERTY MANAGEMENT  
SUPPORT, INC.,  
a Florida Profit Corporation,  
SLEIMAN ENTERPRISES, INC.  
a Florida Profit Corporation,  
CHICAGO PIZZA & SPORTS  
GRILLE II, INC.,  
a Florida Profit Corporation,  
GLHF ESPORTS BAR, LLC,  
a Florida Limited Company,  
ALLIED UNIVERSAL CORP.,  
a Florida Profit Corporation, and  
CLIFTON COMASTRO,  
an individual,

Defendants.

---

**COMPLAINT FOR PERSONAL INJURY DAMAGES AND INJUNCTIVE RELIEF**

COMES NOW the Plaintiff, ANTHONY MONTAGNINO, and sues Defendants, ELECTRONIC ARTS INC. (hereinafter sometimes referred to as "EA"), JACKSONVILLE LANDING INVESTMENTS, LLC, (hereinafter sometimes referred to as "JLI"), PROPERTY MANAGEMENT SUPPORT, INC. (hereinafter sometimes referred to as "PMSI"), SLEIMAN

ENTERPRISES, INC. (hereinafter sometimes referred to as "SLEIMAN"), CHICAGO PIZZA & SPORTS GRILLE II, INC. (hereinafter sometimes referred to as "CHICAGO PIZZA"), GLHF ESPORTS BAR, LLC (hereinafter sometimes referred to as "GLHF"), ALLIED UNIVERSAL CORP., (hereinafter sometimes referred to as "ALLIED") and CLIFTON COMASTRO, and alleges as follows:

### **FACTUAL BACKGROUND**

1. On August 26, 2018, a deadly tragedy unfolded in Jacksonville Florida at a location known simply as, "The Landing". Once a thriving and popular shopping, dining and tourist destination, The Landing has become a hub of dangerous, violent and too often, deadly activity. There have been numerous serious incidents within the last several years at The Landing, and little has been done to curb the violence. The Landing is operated and managed by Defendants, JLI, SLEIMAN and/or PMSI. The Landing contracts with a private security company, ALLIED, to provide security services.

2. Perhaps due to being a hub of criminal activity, The Landing has encountered a serious downturn in terms of foot traffic, leaseholders, and commercial interest. Indeed, The Landing's ownership group, Defendant JLI, is currently embroiled in litigation and contract termination negotiations with the City of Jacksonville (hereinafter sometimes referred to as "City"), who technically owns the property<sup>1</sup>. Among the factors claimed by the City in seeking to terminate the lease are inadequate security and the resulting unsafe conditions of The Landing.

3. Among the many prior tragic incidents of violence at The Landing and surrounding area are the following deadly incidents.

4. In August of 2012, multiple fights and a melee broke out inside and outside of a country music venue in The Landing. In the aftermath, a 22 year old man was brutally run over with a pickup truck in a hit and run just outside The Landing.

5. In October of 2012, an NFL fan from Chicago was stabbed to death in an Irish bar located within the Landing.

6. In January of 2017, a double shooting resulted in one death that occurred on the steps of The Landing during a weekly event known as “Art Walk.” There are numerous other incidents, which taken together, paint a clear picture of a dangerous and mismanaged locale.

7. One of the remaining tenants of The Landing is Defendant, Chicago Pizza, a locally owned restaurant/sports bar concept that once had three locations. After struggling to increase its dwindling customer base, in late 2016, Clifton Comastro, the owner of Chicago Pizza modified the plans and physical layout of the location in order to incorporate a new venture called GLHF Game Bar. The business model of GLHF was to invite video game enthusiasts to play games by the hour, and encourage them to purchase food and drinks from the connected Chicago Pizza. Ironically, GLHF purportedly stands for “Good Luck, Have Fun” and operates as a video game arcade within Chicago Pizza’s leased space. GLHF Game Bar is technically owned and operated by GLHF Esports Bar, LLC, but appears to be entirely controlled by Chicago Pizza.

8. Upon information and belief, the alterations to Chicago Pizza’s layout were never formally submitted to or approved by the City of Jacksonville Code Enforcement. This is in violation of the Building and Fire Safety Code, which effectively states that the layout plans shall constitute the only acceptable arrangement, unless one of the following criteria is met:

(1) The plans are revised.

(2) Additional plans are submitted and approved.

(3) Temporary deviations from the specifications of the approved plans are used, provided that the occupant load is not increased and the intent of 13.2.5.9 is maintained. *See* NFPA 101, 13.2.5.9.2

9. Upon information and belief, none of the above alternative criteria were met, which rendered Chicago Pizza and/or GLHF’s modifications of the layout unapproved and illegal. Chicago

---

<sup>1</sup> Reference the 99 year lease here.

Pizza along with GLHF were eventually shut down and cited by the Jacksonville Fire Marshal for three fire code violations on August 29, 2018, a mere three days after the shooting. At this time it is unknown whether Defendants JLI, SLEIMAN and/or PMSI were fully aware of the modifications made in Chicago Pizza or whether GLHF ever entered a standalone lease with JLI or sublease with Chicago Pizza. Regardless, based upon signage, advertisements, and the duties inherent upon a landlord, JLI, was aware that Chicago Pizza operated a game room within the space it leased. Defendants are in possession of such information and same will be promptly sought in discovery.

10. Despite its history of violent crime, and for reasons which remain unclear, The Landing, (more specifically, Chicago Pizza/GLHF) was chosen by the multibillion dollar publicly traded video game giant, Defendant EA, as the host location for a regional qualifier of the Madden Classic video game tournament.

11. Although competitive video gaming, also known as e-sports or e-gaming is still relatively unknown to a majority of people, the industry is exploding and incredibly profitable. Open competitions, both online and in person, have become highly competitive and highly lucrative. Top-ranked players compete for prize money as well as endorsement deals, with some championships offering prizes in the millions. Gamers spend countless hours of their time, and often thousands of dollars in upgrades, equipment and training aids, in an effort to perfect their hand-eye coordination, quick twitch reactions and ability to focus under pressure.

12. While many games involve simulated violence like shooting or fighting, some e-sports tournaments feature players competing in games that replicate traditional sports played by live athletes, like EA's Madden NFL, FIFA and NBA 2K. It is not uncommon for the actual players of these real sports to also engage in playing their virtual version. Both NFL and NBA players are widely known to play, support, and even invest in competitive e-sports teams. EA embraces this crossover through marketing collaborations with these leagues and players associations. Upon information and belief, some of the players in the Jacksonville Madden tournament were on teams

which were sponsored in whole or part by current or former professional athletes.

13. According to the e-sports research firm Newzoo, the worldwide audience for e-sports is expected to reach 380 million people this year. Newzoo predicts that e-sports sponsorships for North American teams will reach \$162 million in 2018. But beyond winning sanctioned tournaments or getting sponsored, Players can also make money in side games or tournaments, by posting videos, or by selling video hints, tips or tricks online.

14. EA's Madden NFL video game is the marquee title within EA's sports division which has sold more than 130 million copies since its initial release in 1988. A new edition is released each year and contains current players, new plays, new features, and interactive content. The digital and hard copies of the game make up a revenue source for EA which is dubbed the Product segment. A majority of EA's revenue is derived from its Services segment which sells online content through subscriptions, add-ons, upgrades, and in game purchases.

15. E-sports players can play a simulated computer foe or face each other online using gaming systems like Microsoft's Xbox or Sony's PlayStation platforms or on actual computers.

16. Using microphones, players can openly discuss, critique, or even ridicule or taunt their opponents. Indeed, according to EA's Code of Conduct, "[g]ood natured smack talk has always been a part of the fun."<sup>2</sup>

17. Most competition takes place virtually, where contestants are not in the same room, often not even in the same state or country. From time to time, there are head to head tournaments or competitions. For example, contestants travel from all over the United States to compete in Madden NFL tournaments, seeking the right to compete in the finals in Las Vegas for significant prize money, notoriety and Madden Championship Series Points, a coveted currency among Madden enthusiasts. The only fundamental difference between playing virtually, and playing in a tournament, is the physical presence of the competitors is in the same room, though often staring at

different monitors and not seated right next to each other. For a generation of gamers who largely compete online, and who playfully engage in robust smack talk, name calling and taunting, being in the same room can be off-putting and unpredictable.

18. Upon information and belief, there are typical security measures and policies which exist at E-sports events around the country, including but not limited to metal detectors, contracted security guards, local law enforcement, no-re-entry policies, bag and backpack inspections, etc. A competing tournament for Madden players called Armando, uses these tactics and practices and has purportedly never had an issue with violence.

19. The process for registering for the regional Madden Tournaments required would-be contestants to access a separate website run by a third party<sup>3</sup>. Registrant's actual names and/or user names or gamer tags were openly displayed on the registration website. In this way, competing contestants could seek out or avoid contests depending on who else was attending. For example, a player could view the registration for the Jacksonville tournament and see that none of his or her principal rivals were attending, or that their nemesis was in fact attending.

20. Defendant EA encourages the development of the gaming community through hosting events like Madden Tournaments. There is a well-known community within the gaming world akin to a fraternity or band of brothers. Defendant EA employs various techniques to monitor, interact with and motivate the competitive Madden community. Defendant EA colloquially refers to successful Madden gamers as Influencers, and often seeks to capitalize on Influencers to help EA sell products and services.

21. EA has various employees it assigns to connect with global game teams and player communities through daily content and engagement. These employees are referred to as Community Managers or CMs. According to EA's job description, a successful CM can

---

<sup>2</sup> See <https://www.easports.com/madden-nfl/news/2018/mcs-code-of-conduct-update>

<sup>3</sup> See <https://matcherino.com/tournaments/11680/participants>

“leverage game expertise and content planning to drive player relationships, engagement, and overall service retention. This important role will partner closely with studio and other cross-functional teams around the world to insure a consistent, high quality user experience inside and outside of our games.”

22. According to EA, the Community Manager’s job responsibilities include:

- “Develop a global Community and influencer plan for the franchise, work with CFX team for campaign activations.
- Drive the Live Service player experience, closely partnering with the Live Development team, Support, and Operations.
- Oversee the moderation of official channels such as the forums, Social media, and/or websites.
- Be the voice of the Community, maintain a tight two-way dialogue between players, studios, and stakeholders.
- Manage communications around game and Live Service issues: Bugs, Cheats, Outages, Support Issues.
- Build close relationships between EA and top influencers, elite fans, and users, and maintain a positive Community reputation.
- Utilize the game’s brand voice and maintain its accurate implementation and usage across Community channels.
- Plan and schedule Community activities and influencer events, both in-game and out of game.
- Partner with analytics and data teams, to monitor channel engagement and optimize for Community performance.
- Conduct surveys, research, and feedback from the Community on issues significantly impacting the experience.
- Ensure all Electronic Arts standards, policies, and processes are observed and followed.
- Coordinate and share with other EA Community Managers on engagement best practices, standards, and innovations.
- Regularly deliver Community reports on channel metrics, fan feedback, game issues, or Service risks.

23. Yet, nowhere in EA's structure is there a person who is charged with ensuring the safety and security of the contestants that it invites to these events. Upon information and belief, EA failed to conduct minimal research into the locations which would host their regional tournaments.

24. The central goal of EA in promoting its events like Madden Tournaments is to feature advanced levels and styles of play that are only achievable with add-ons and upgrades which are available for purchase by all users. By highlighting and often streaming its most competitive influencers, EA convinces less competitive or more novice gamers to make these purchases and upgrades. EA derives extensive revenue from these purchases.

25. Headed up by companies YouTube, Twitch, Hitbox, or GameLiveTV, an entirely new industry has been created whereby viewers can watch E-sports competitions live via streaming. These companies provide a forum for companies like EA to promote its games and competitions, as well as for players like Plaintiff to develop a following or fan base to build their brand, or just notoriety for being a fantastic gamer.

26. Upon information and belief, no one affiliated with the Jacksonville event, neither EA, Chicago Pizza, GLHF, JLI, PMSI, nor Allied, ever notified the City of Jacksonville, the local Sheriff's office, or any other governmental or law enforcement authority about the upcoming event. Indeed, had even a single Defendant so notified the City or Sheriff, the horrific events of August 26, 2018 would likely have been prevented. In the aftermath of the shooting, a Jacksonville Sheriff officer shared with Plaintiff that the City and Sheriff were never informed about the event, and had they been, they would have required a minimum of two armed officers providing security.

27. The Defendants went forward with the Madden Classic tournament with full knowledge that attendees would be arriving from all over the country and unfamiliar with the local environs and dangers. Further, Defendants knew or should have known that the crowd of



competitors and spectators would swell beyond the normal expected or safe volume for the host Chicago Pizza/GLHF, and that competitors would be confined to a cramped and potentially unsafe space with one means of entry and exit without so much as a single security guard, or that competitors would be free to come and go as they pleased often carrying large and unchecked backpacks.

28. Plaintiff, ANTHONY MONTAGNINO, is an avid video game enthusiast and talented Madden competitor. Plaintiff was among the many victims permanently harmed and forever scarred by the events which unfolded on August 26, 2018. When Plaintiff registered for the Jacksonville Madden Tournament, he had an expectation that he would be provided with a safe place to compete and that the organizers and hosts would take reasonable steps to ensure his fellow competitors and spectators would not harm him or others.

29. Plaintiff began playing video games at the age of four. He first competed in a Madden tournament in 2003, and has entered hundreds of Madden tournaments since. Most of the Madden tournaments, Plaintiff paid an entry fee to enter said tournaments – as did the vast majority of the other participants/“gamers.”

30. Through the course of his gaming career, Plaintiff developed close friendships with many of his competitors. By virtue of their similar skill level, a small group of players often found themselves in the final rounds of Madden NFL tournaments.

31. In early August, 2018, Matt Marcou, EA’s Commissioner of Competitive Gaming, announced via twitter the competitive structure and locations for the Satellite Tournaments that make up the Madden Classic. Locations included Jacksonville, FL, Dulles, VA, Carrollton, TX, and Santa Ana, CA. Plaintiff determined he would register for the Jacksonville, Santa Ana and Carrollton, TX Madden tournaments.

32. Plaintiff went online to the matcherino site and paid a \$110 fee in order to register for the Jacksonville event.

33. On August 25, 2018, Plaintiff flew to Jacksonville and stayed at a local hotel. The hotel was a relatively short drive from The Landing.

34. Plaintiff is a well-known and nationally ranked Madden competitor, and is widely known in the Madden video game community by his gamer tag: "V-Tech."

35. When Plaintiff arrived at the chosen venue for the event, he registered with an employee of GLHF. There were at least two employees of Defendant EA on site, including one Community Manager. One of the EA employees was there to monitor the progress of the tournament and enter scores into the standings. In addition to EA employees, there were employees of an unknown company present who were streaming and commenting on the tournament for hosting on the Twitch streaming service.

36. While at the GLHF Game Bar, Plaintiff saw several friends and other known gamers including David Katz. Plaintiff was able to win his early matches and advance through the tournament to Sunday.

37. When Plaintiff arrived at the chosen venue, GLHF, he and other gaming friends observed how small and disorganized the venue was. In addition, the venue was set up in an old-school way in which players competing against each other would be seated side by side and playing on a single monitor. Once the tournament began, it became clear to everyone, including EA, that the venue was improper, undersized, and too cramped to host this event. EA's employees would attempt to clear the room after each round to allow players to move in and out. Players had to step over each other just to get to the restroom.

38. On Sunday, August 26, 2018, Plaintiff observed that David Katz appeared disheveled, wearing the same clothes as the day before, wearing his sunglasses inside, and looking disconnected. Plaintiff heard from several contestants that David Katz slept in his car the night before.

39. David Katz lost his match on Sunday and was eliminated from the event around

11:45 a.m. Plaintiff noticed that after losing, Katz was pacing throughout the venue back and forth between Chicago Pizza and GLHF asking for certain gamers' whereabouts. Katz may have left the venue to go to his car as there were no restrictions on players coming into or leaving the venue.

40. Around 1:30 p.m. on Sunday, August 26, 2018, Plaintiff was matched up against a player in a Madden football video game, and was winning at the time three shots rang out. A fellow gamer, Eli Clayton, nicknamed "TrueBoy", was playing Wesley Gittens, nicknamed "Joe Rice".

41. Plaintiff was seated approximately ten to fifteen feet away from the location in which David Katz aimed his pistol's laser pointer and opened fire on Clayton. At first, Plaintiff thought he heard the sound of balloons popping through his headphones, but then someone yelled, "GUN!" Katz continued to fire the weapon throughout the interior of the GLHF Game Bar room.

42. Before Plaintiff could react, Plaintiff was shot in his left upper buttock and lower back region. In terror and fear for his life, Plaintiff bolted from his chair and leaped over a table where he remained in fear until the shooting stopped. Throughout the entire period of the above-described shooting, Plaintiff had a genuine belief that he was going to die, a victim of a mass shooting.

43. The above-described shooting event lasted less than a minute, but seemed an eternity to Plaintiff.

44. Plaintiff was treated and released from the UF Health trauma center. Officials arranged for his transport from UF Health trauma center to a crisis center that was set up in the Omni hotel near The Landing.

45. The prevailing theory after the shooting was that the suspect was a gamer named DJones. This was due to social media posts he had previously made. EA's employee mentioned to Plaintiff in the crisis center that DJones would be banned from all future events for these posts.

46. David Katz was, by all accounts an introvert and an unusual young man, even among the otherwise eccentric gaming community. He rarely spoke, often seemed socially

awkward and uncomfortable, and did not interact with his fellow gamers in a normal way. According to the news media, David Katz had prior outbursts with his parents when they tried to take his videogames away. According to media reports, Katz was prescribed a number of psychiatric medications, including antipsychotics and antidepressants, and had treated with a psychiatrist for much of his life.

47. Despite his flaws, David Katz was a successful gamer, having won at least one Madden NFL tournament affiliated with the Buffalo Bills. Katz streamed his games on Madden 16 and 17 for popular viewing and potential compensation. There are Madden NFL message board threads which discuss how frustrating an opponent David was, but that his behavior was often odd. EA, directly or indirectly through its affiliates and agents, had access to sufficient information about David Katz that they should have identified him as a potential risk at in-person tournaments.

48. Upon information and belief, David Katz registered for or was invited to attend the EA sponsored tournament in Jacksonville. Katz drove from his residence outside of Baltimore Maryland to the venue.

49. Plaintiff had heard from his friend, the now deceased Clayton, about an incident involving David Katz at a Madden event in Las Vegas in which Katz attempted to get in a taxi with a gamer named "True Boy," but True Boy wasn't comfortable sharing a cab with Katz. Katz was visibly upset and even threatening at that time. True Boy reported this incident to EA, but nothing was done.

50. David Katz possessed a firearm in Maryland and brought at least one firearm with him to Florida. Katz likely concealed his weapon in his backpack within the venue, right under the nose of Defendants.

51. David Katz arrived at the chosen venue in The Landing to continue participating in the tournament on Sunday, August 26, 2018. By all accounts, Katz arrived wearing the same clothes as the prior day and maintained the same flat affect and disconnection with the real world.

David Katz was eliminated from the tournament on Sunday, August 26, 2018, and shortly thereafter drew his weapon and sought out fellow gamers to target. His shots found their targets and two fellow gamers, both of whom were friends of Plaintiff, were left dead, and numerous others, including Plaintiff, were seriously wounded. Following the above actions, David Katz took his own life.

### JURISDICTION AND VENUE

52. This is an action for damages that exceeds Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs and attorneys' fees.

53. The events which led to the filing of the instant lawsuit took place in Jacksonville, Duval County, Florida.

54. At all times material hereto, Plaintiff, ANTHONY MONTAGNINO, was and remains a resident of Round Rock, Williamson County, Texas.

55. At all times material hereto, including August 26, 2018, Defendant, EA, was and remains a Delaware Corporation with its headquarters in Redwood City, California, and licensed to do business and conducting business in the State of Florida. EA owns a subsidiary company based in Maitland, Florida, that was involved in the creation or coding of Madden NFL called Electronic Arts-Tiburon, formerly known as Tiburon Entertainment Inc. EA acquired Tiburon in 2004.

56. At all times material hereto, including August 26, 2018, Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC., was and remains a Florida Profit Corporation licensed to do business and conducting business in the State of Florida, including in Duval County, Florida.

57. At all times material hereto, Defendant, CLIFTON COMASTRO, was and remains a resident of Duval County, Florida.

58. Upon information and belief, and based on media reports, at all times material hereto, including August 26, 2018, Defendant, CLIFTON COMASTRO, owned the video game

room business located at 2 Independent Drive, # 101, Jacksonville, Florida, said business operated under the name "GLHF Game Bar."

59. At all times material hereto, including August 26, 2018, Defendant, GLHF ESPORTS BAR, LLC, was a Florida Limited Liability Company which operated the video game room business located at 2 Independent Drive, # 101, Jacksonville, Florida, said business operated under the name "GLHF Game Bar."

60. At all times material hereto, including August 26, 2018, Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, was and remains a Florida Limited Liability Company licensed to do business and conducting business in the State of Florida, including in Duval County, Florida.

61. At all times material hereto, including August 26, 2018, Defendant, PROPERTY MANAGEMENT SUPPORT, INC., was and remains a Florida Profit Corporation licensed to do business and conducting business in the State of Florida, including in Duval County, Florida.

62. At all times material hereto, including August 26, 2018, Defendant, SLEIMAN ENTERPRISES, INC., was and remains a Florida Profit Corporation licensed to do business and conducting business in the State of Florida, including in Duval County, Florida.

63. At all times material hereto, including August 26, 2018, Defendant, ALLIED UNIVERSAL CORP., was and remains a Florida Profit Corporation licensed to do business and conducting business in the State of Florida, including in Duval County, Florida.

64. At all times material hereto, including August 26, 2018, Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, was the entity in possession and control of the property located at 2 Independent Drive, Jacksonville, Florida, including the businesses located at # 101, 2 Independent Drive, Jacksonville, Florida, said businesses being a restaurant and a video game room, open to the public, including the Plaintiff herein.

65. At all times material hereto, including August 26, 2018, Defendant,

JACKSONVILLE LANDING INVESTMENTS, LLC, operated, possessed, controlled and/or managed the subject property and/or premises located at 2 Independent Drive, Jacksonville, Duval County, Florida, and was responsible for security for the subject premises.

66. At all times material hereto, including August 26, 2018, Defendant, ALLIED UNIVERSAL CORP., was and remains a Florida Profit Corporation, licensed to do business and conducting business in the State of Florida. ALLIED UNIVERSAL CORP. was contracted to provide on-site security to The Jacksonville Landing, including Chicago Pizza and GLHF Gaming Bar.

67. On or about August 26, 2018, at #101, 2 Independent Drive, Jacksonville, Florida, Plaintiff, ANTHONY MONTAGNINO, was an invitee at the subject restaurant and/or video game lounge, and was lawfully upon the subject premises and had a reasonable expectation of safety and security.

68. Venue is proper in this forum, as all of the events which resulted in harm occurred in Jacksonville, Duval County, Florida. Additionally, one or more defendants are Florida corporations, limited liability companies and/or individuals residing in Florida and/or conducting business in Florida, including Duval County.

**CAUSES OF ACTION**

**COUNT I  
NEGLIGENCE  
ELECTRONIC ARTS, INC.**

69. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

70. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee at the location of the aforementioned video game tournament advertised, promoted and/or coordinated by Defendant, EA.

71. At all times material hereto, including, but not limited to August 26, 2016,

Defendant, EA, owed Plaintiff, and all others similarly situated, a duty of reasonable care to keep them free from harm.

72. Prior to August 25, 2016, Defendant EA, promoted and advertised prize awards, including monetary prizes, to individuals who advanced in the aforementioned video game tournament, which was held at 2 Independent Drive, # 101, Jacksonville, Florida on August 25, 2018 and August 26, 2018.

73. As a result of Defendant EA's promotion and offer of cash prizes, video game players commonly referred to as "gamers," including, Plaintiff, ANTHONY MONTAGNINO, traveled from outside of Duval County, Florida to The Landing, to participate in the advertised video game tournament held on August 25, 2016 and August 26, 2016.

74. Defendant EA, as one of the entities that promoted, sponsored, advertised and/or coordinated the aforementioned video game tournament, owed the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, a duty to provide secure premises which were reasonably safe for the members of the public and invitees, including Plaintiff, and to ensure safeguards and security measures were in place to ensure the safety of invitees, including Plaintiff, and further, Defendant EA, had a duty to protect the public and business invitees, including Plaintiff herein, from a reasonably foreseeable criminal attack.

75. Prior to August 26, 2018, Defendant EA knew or should have known that the security measures, if any, at the subject premises they chose for the tournament were insufficient to provide reasonable protection for and unsafe to the public and business invitees, including Plaintiff herein.

76. Defendant EA knew or should have known that there had been a number of serious criminal incidents, including crimes of violence and murder at "The Landing," and in the immediate neighborhood in the recent past prior to August 26, 2018.

77. Defendant EA knew or should have known that the venue it chose to host its



valuable and important Madden Classic tournament was out of code and in violation of building and life safety codes. Further, EA knew or should have known that neither the host, Chicago Pizza, GLHF, nor the landlord, JLI, sought the proper permits to have the scheduled event.

78. Defendant EA knew or should have known that one of the invited participants had a propensity for violence and unpredictable behavior.

79. Defendant EA negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, in one or more of the following respects:

(a) The Defendant, EA, failed to provide or require adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of security guards.

(b) The Defendant, EA, failed to provide or require adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to metal detectors and/or handheld “wands” to identify weapons at appropriate security checkpoints or by inspecting backpacks of attendees.

(c) The Defendant, EA, failed to provide or require security guards, off-duty police officers or other security personnel to patrol the premises on August 25, 2018 and August 26, 2018 in order to actively prevent, intercede, and or deter violent events or confrontations.

(d) The Defendant, EA, failed to conduct or require background investigations of prospective players/“gamers” in the video game tournament hosted at the subject premises in order identify threats or to weed out the criminal and/or potentially dangerous element.

(e) The Defendant, failed to properly screen the video game players/“gamers” who entered the video game tournament, and accordingly, a dangerous and

violent person entered the aforementioned video game tournament, and used a firearm to shoot individuals, including Plaintiff, during the EA promoted, advertised and sponsored video game tournament on August 26, 2018.

(f) The Defendant, EA, failed to warn the public, business invitees, and players/“gamers” involved in the video game tournament hosted on August 25, 2018 and August 26, 2018 of serious prior property crimes and violent crimes on or near the venue chosen, The Landing.

(g) The Defendant EA failed to require or ensure the chosen venue for its video game tournament was properly permitted by local authorities.

(h) The Defendant, EA, failed to require or ensure the chosen venue for its video game tournament was in compliance with local and state fire, building and life safety codes.

(i) The Defendant, EA, failed to inform, or require or ensure the chosen venue or landlord informed local law enforcement in order to determine a viable security plan.

(j) Upon information and belief, the Defendant, EA, further failed to notify local law enforcement or the City of Jacksonville of the subject video game tournament in order to invite their security assessment of the event or collaborate on maintaining a safe and secure function.

(k) The Defendant, EA, failed to inform, or require or ensure the chosen venue or landlord implement or require proper procedures for the ingress and egress of participants and spectators.

(l) The Defendant, EA, failed to inspect the location layout of the chosen venue.

80. As a result of Defendant EA’s negligence, including, but not limited to the above-

described negligence, the Plaintiff, ANTHONY MONTAGNINO, was the victim of a mass shooting, wherein he sustained a gunshot wound(s), and sustained permanent injuries both physical and emotional.

81. The shooting and resulting injuries that Plaintiff sustained were a reasonably foreseeable result of the above-described negligence of Defendant EA.

82. As a direct and proximate result of the negligence of Defendant EA, the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

83. Further, Defendant EA has failed to provide a safe and secure environment for avid video game players like Plaintiff. Defendant has deprived Plaintiff of his ability to participate in gaming events in the future. Therefore, Plaintiff seeks an order from this court, ordering EA to revisit its policies and procedures to ensure the safety and security of Plaintiff and other gaming contestants in the future. Plaintiff seeks an injunction which requires EA to conduct safety and risk assessments of its invitees and implement safety and security practices and procedures based upon similar events. Plaintiff seeks an injunction which orders Defendant to fully vet and inspect the venues in which it hosts tournaments, and to ensure that such locations are compliant with building, fire, and life codes. Finally, Plaintiff requests this Court enter an order which requires Defendant EA to coordinate with local law enforcement during tournaments to ensure the safety of its participants.

WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant EA, for damages, injunctive relief, costs of this action, interest, and such other and

further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**COUNT II  
NEGLIGENCE  
JACKSONVILLE LANDING INVESTMENTS, LLC**

84. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

85. At all times material hereto, including August 26, 2018, Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, (hereinafter sometimes referred to as “JLI”) operated, possessed, controlled and/or managed the subject property and/or premises located at 2 Independent Drive, Jacksonville, Duval County, Florida, commonly referred to as “The Jacksonville Landing,” and was responsible for security for the subject premises.

86. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee of Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC.

87. At all times material hereto, including, but not limited to August 26, 2016, Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, owed Plaintiff, and all others similarly situated, a duty of reasonable care to keep them free from harm.

88. On or about August 25, 2016 and August 26, 2016, a video game tournament was held at 2 Independent Drive, # 101, Jacksonville, Florida with the knowledge and consent of Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC.

89. Video game players commonly referred to as “gamers,” including, Plaintiff, ANTHONY MONTAGNINO, traveled from outside of Duval County, Florida to The Jacksonville Landing, 2 Independent Drive, Jacksonville, Florida to participate in the advertised video game tournament held on August 25, 2016 and August 26, 2016 at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

90. Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, as the entity

that operated, possessed, controlled and/or managed the subject property and/or premises located at 2 Independent Drive, Jacksonville, Duval County, Florida, owed the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, a duty to maintain the subject premises in a safe condition and to operate the premises safely, including a duty to protect the public and business invitees, including Plaintiff herein, from a reasonably foreseeable criminal attack.

91. Prior to August 26, 2018, Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, knew or should have known that the security measures at the subject premises were insufficient to provide reasonable protection for the public and business invitees, including Plaintiff herein, as there had been a number of serious criminal incidents, including crimes of violence, at 2 Independent Drive, Jacksonville, Florida, commonly known as "The Jacksonville Landing," and in the immediate neighborhood in the recent past prior to August 26, 2018.

92. Prior to August 26, 2018, Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida were not in compliance with local and state fire, building and life safety codes.

93. Prior to August 26, 2018, Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida had been altered, without proper permits, and video games and other objects were blocking doorways and/or areas of ingress and egress for the public, and said alterations to the premises constituted an unsafe and dangerous condition to the public, including Plaintiff, on August 26, 2018.

94. Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY

MONTAGNINO, on August 25, 2018 and August 26, 2018 at the subject premises, 2 Independent Drive, Jacksonville, Florida in one or more of the following respects:

(a) The Defendant, JLI, failed to provide adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of security guards.

(b) The Defendant, JLI, failed to provide adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to metal detectors and/or handheld "wands" to identify weapons at appropriate security checkpoints.

(c) The Defendant, JLI, failed to provide adequate access control to the premises by means of security guards and/or restricting ingress and egress.

(d) The Defendant, JLI, failed to provide security guards, off-duty police officers or other security personnel to patrol the premises on August 25, 2018 and August 26, 2018.

(e) The Defendant, JLI, failed to conduct background investigations of prospective players/"gamers" in the video game tournament hosted at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida to weed out the criminal and/or potentially dangerous element.

(f) The Defendant, JLI, failed to properly screen the video game players/"gamers" who entered the above-described video game tournament, and accordingly, a dangerous and violent person entered the aforementioned video game tournament, and used a firearm to shoot individuals, including Plaintiff, during the video game tournament held on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

(g) The Defendant, JLI, failed to warn the public, business invitees, and players/“gamers” involved in the video game tournament hosted on August 25, 2018 and August 26, 2018 at 2 Independent Drive, Jacksonville, Florida of serious prior property crimes and violent crimes on or near 2 Independent Drive, Jacksonville, Florida.

(h) The Defendant, JLI, failed to enforce building codes, life safety codes, Fire Marshall occupancy limits or otherwise limit the number of occupants within the tournament location to reasonable and safe numbers under the circumstances.

(i) Upon information and belief, the Defendant, JLI, further failed to notify local law enforcement or the City of Jacksonville of the subject video game tournament in order to invite their security assessment of the event or collaborate on maintaining a safe and secure function.

(j) The Defendant, JLI, failed to ensure all areas of ingress and egress were available to the public at the subject premises where the above-referenced shooting occurred on August 26, 2018, and further, Defendant, JLI, failed to take necessary action to ensure exits from within the subject property were not blocked by video game machines and other objects on August 26, 2018.

95. As a result of Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC’S negligence, including, but not limited to the above-described negligence, the Plaintiff, ANTHONY MONTAGNINO, was a victim of a horrific mass shooting, suffered gunshot wounds and sustained serious permanent injuries, both physical and mental.

96. The shooting of the Plaintiff, ANTHONY MONTAGNINO, and the injuries that he sustained were a reasonably foreseeable result of the above-described negligence of Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC.

97. As a direct and proximate result of the negligence of Defendant, JACKSONVILLE

LANDING INVESTMENTS, LLC, the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant, JACKSONVILLE LANDING INVESTMENTS, LLC, for damages, costs of this action, interest, and such other and further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**COUNT III  
NEGLIGENCE  
PROPERTY MANAGEMENT SUPPORT, LLC**

98. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

99. At all times material hereto, including August 26, 2018, Defendant, PROPERTY MANAGEMENT SUPPORT, INC, was the property management company which managed the premises and/or property located at 2 Independent Drive, Jacksonville, Duval County, Florida, commonly referred to as "The Jacksonville Landing," said business being that of a retail mall with retail stores, restaurants and common areas open to the general public, including the Plaintiff herein.

100. At all times material hereto, including August 26, 2018, Defendant, PROPERTY MANAGEMENT SUPPORT, INC, as the property management company which managed the premises and/or property located at 2 Independent Drive, Jacksonville, Duval County, Florida, was responsible for security for the subject premises.



101. At all times material hereto, including August 26, 2018, Defendant, PROPERTY MANAGEMENT SUPPORT, INC., operated, possessed, controlled and/or managed the subject property and/or premises located at 2 Independent Drive, Jacksonville, Duval County, Florida, commonly referred to as "The Jacksonville Landing," and was responsible for security for the subject premises.

102. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee at 2 Independent Drive, Jacksonville, Duval County, Florida, commonly referred to as "The Jacksonville Landing," and at that time, Defendant, PROPERTY MANAGEMENT SUPPORT, INC., was responsible for security for the subject premises.

103. At all times material hereto, including, but not limited to August 26, 2016, Defendant, PROPERTY MANAGEMENT SUPPORT, INC., as the property management company for the above-referenced property owed Plaintiff, and all others similarly situated, a duty of reasonable care to keep them free from harm.

104. On or about August 25, 2016 and August 26, 2016, a video game tournament was held at 2 Independent Drive, # 101, Jacksonville, Florida, and Defendant, PROPERTY MANAGEMENT SUPPORT, INC., knew or should have known about the aforementioned video game tournament, and should have had in place sufficient security measures.

105. Video game players commonly referred to as "gamers," including, Plaintiff, ANTHONY MONTAGNINO, traveled from outside of Duval County, Florida to The Jacksonville Landing, 2 Independent Drive, Jacksonville, Florida to participate in the advertised video game tournament held on August 25, 2016 and August 26, 2016 at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

106. Defendant, PROPERTY MANAGEMENT SUPPORT, INC., as the entity that operated, possessed, controlled and/or managed the subject property and/or premises located at 2 Independent Drive, Jacksonville, Duval County, Florida, owed the public and business invitees,

including Plaintiff, ANTHONY MONTAGNINO, a duty to maintain the subject premises in a safe condition and to operate the premises safely, including a duty to protect the public and business invitees, including Plaintiff herein, from a reasonably foreseeable criminal attack.

107. Prior to August 26, 2018, Defendant, PROPERTY MANAGEMENT SUPPORT, INC., knew or should have known that the security measures at the subject premises were insufficient to provide reasonable protection for the public and business invitees, including Plaintiff herein, as there had been a number of serious criminal incidents, including crimes of violence, at 2 Independent Drive, Jacksonville, Florida, commonly known as “The Jacksonville Landing,” and in the immediate neighborhood in the recent past prior to August 26, 2018.

108. Prior to August 26, 2018, Defendant, PROPERTY MANAGEMENT, INC., knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida was not in compliance with local and state fire, building and life safety codes.

109. Prior to August 26, 2018, Defendant, PROPERTY MANAGEMENT, INC. knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida had been altered, without proper permits, and video games and other objects were blocking doorways and/or areas of ingress and egress for the public, and said alterations to the premises constituted an unsafe and dangerous condition to the public, including Plaintiff, on August 26, 2018.

110. Defendant, PROPERTY MANAGEMENT SUPPORT, INC., negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, on August 25, 2018 and August 26, 2018 at the subject premises, 2 Independent Drive, Jacksonville, Florida in one or more of the following respects:

- (a) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to provide adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of

security guards.

(b) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to provide adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to metal detectors and/or handheld “wands” to identify weapons at appropriate security checkpoints.

(c) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to provide adequate access control to the premises by means of security guards and/or restricting ingress and egress.

(d) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to provide security guards, off-duty police officers or other security personnel to patrol the premises on August 25, 2018 and August 26, 2018.

(e) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to conduct background investigations of prospective players/“gamers” in the video game tournament hosted at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida to weed out the criminal and/or potentially dangerous element.

(f) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to properly screen the video game players/“gamers” who entered the above-described video game tournament, and accordingly, a dangerous and violent person entered the aforementioned video game tournament, and used a firearm to shoot individuals, including Plaintiff, during the video game tournament held on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

(g) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to warn the public, business invitees, and players/“gamers” involved in the video

game tournament hosted on August 25, 2018 and August 26, 2018 at 2 Independent Drive, Jacksonville, Florida of serious prior property crimes and violent crimes on or near 2 Independent Drive, Jacksonville, Florida.

(h) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to enforce building codes, life safety codes, Fire Marshall occupancy limits or otherwise limit the number of occupants within the tournament location to reasonable and safe numbers under the circumstances.

(i) Upon information and belief, the Defendant, PROPERTY MANAGEMENT SUPPORTS, INC., further failed to notify local law enforcement or the City of Jacksonville of the subject video game tournament in order to invite their security assessment of the event or collaborate on maintaining a safe and secure function.

(j) The Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to ensure all areas of ingress and egress were available to the public at the subject premises where the above-referenced shooting occurred on August 26, 2018, and further, Defendant, PROPERTY MANAGEMENT SUPPORT, INC., failed to take necessary action to ensure exits from within the subject property were not blocked by video game machines and other objects on August 26, 2018.

111. As a result of Defendant, PROPERTY MANAGEMENT SUPPORT, INC.'S negligence, including, but not limited to, the above-described negligence, the Plaintiff, ANTHONY MONTAGNINO, was a victim of a horrific mass shooting, suffered gunshot wounds and sustained serious permanent injuries, both physical and mental.

112. The shooting of the Plaintiff, ANTHONY MONTAGNINO, and the injuries that he sustained were a reasonably foreseeable result of the above-described negligence of Defendant, PROPERTY MANAGEMENT SUPPORT, INC.

113. As a direct and proximate result of the negligence of Defendant, PROPERTY MANAGEMENT SUPPORT, INC., the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant, PROPERTY MANAGEMENT SUPPORT, INC., for damages, costs of this action, interest, and such other and further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**COUNT IV  
NEGLIGENCE  
SLEIMAN ENTERPRISES, INC.**

114. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

115. At all times material hereto, including August 26, 2018, Defendant, SLEIMAN ENTERPRISES, INC., operated, possessed, controlled, supervised and/or managed the premises and/or property located at 2 Independent Drive, Jacksonville, Duval County, Florida, commonly referred to as "The Jacksonville Landing," said business being that of a retail mall with retail stores, restaurants and common areas open to the general public, including the Plaintiff herein.

116. At all times material hereto, including August 26, 2018, Defendant, SLEIMAN ENTERPRISES, INC., as the company which operated, possessed, controlled, supervised and/or managed the premises and/or property located at 2 Independent Drive, Jacksonville, Duval County, Florida, was responsible for security for the subject premises.

117. At all times material hereto, including August 26, 2018, Defendant, SLEIMAN ENTERPRISES, INC., operated, possessed, controlled and/or managed the subject property and/or premises located at 2 Independent Drive, Jacksonville, Duval County, Florida, commonly referred to as "The Jacksonville Landing," and was responsible for security for the subject premises.

118. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee at 2 Independent Drive, Jacksonville, Duval County, Florida, commonly referred to as "The Jacksonville Landing," and at that time, Defendant, SLEIMAN ENTERPRISES, INC., was responsible for security for the subject premises.

119. At all times material hereto, including, but not limited to August 26, 2016, Defendant, SLEIMAN ENTERPRISES, INC., as the company which operated, possessed, controlled and/or managed the above-referenced property, owed Plaintiff, and all others similarly situated, a duty of reasonable care to keep them free from harm.

120. On or about August 25, 2016 and August 26, 2016, a video game tournament was held at 2 Independent Drive, # 101, Jacksonville, Florida, and Defendant, SLEIMAN ENTERPRISES, INC., knew or should have known about the aforementioned video game tournament, and should have had in place sufficient security measures.

121. Video game players commonly referred to as "gamers," including, Plaintiff, ANTHONY MONTAGNINO, traveled from outside of Duval County, Florida to The Jacksonville Landing, 2 Independent Drive, Jacksonville, Florida to participate in the advertised video game tournament held on August 25, 2016 and August 26, 2016 at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

122. Defendant, SLEIMAN ENTERPRISES, INC., as the entity that operated, possessed, controlled and/or managed the subject property and/or premises located at 2 Independent Drive, Jacksonville, Duval County, Florida, owed the public and business invitees,

including Plaintiff, ANTHONY MONTAGNINO, a duty to maintain the subject premises in a safe condition and to operate the premises safely, including a duty to protect the public and business invitees, including Plaintiff herein, from a reasonably foreseeable criminal attack.

123. Prior to August 26, 2018, Defendant, SLEIMAN ENTERPRISES, INC., knew or should have known that the security measures at the subject premises were insufficient to provide reasonable protection for the public and business invitees, including Plaintiff herein, as there had been a number of serious criminal incidents, including crimes of violence, at 2 Independent Drive, Jacksonville, Florida, commonly known as “The Jacksonville Landing,” and in the immediate neighborhood in the recent past prior to August 26, 2018.

124. Prior to August 26, 2018, Defendant, SLEIMAN ENTERPRISES, INC., knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida was not in compliance with local and state fire, building and life safety codes.

125. Prior to August 26, 2018, Defendant, SLEIMAN ENTERPRISES, INC., knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida had been altered, without proper permits, and video games and other objects were blocking doorways and/or areas of ingress and egress for the public, and said alterations to the premises constituted an unsafe and dangerous condition to the public, including Plaintiff, on August 26, 2018.

126. Defendant, SLEIMAN ENTERPRISES, INC., negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, on August 25, 2018 and August 26, 2018 at the subject premises, 2 Independent Drive, Jacksonville, Florida in one or more of the following respects:

- (a) The Defendant, SLEIMAN ENTERPRISES, INC., failed to provide adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of security guards.

(b) The Defendant, SLEIMAN ENTERPRISES, INC., failed to provide adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to metal detectors and/or handheld “wands” to identify weapons at appropriate security checkpoints.

(c) The Defendant, SLEIMAN ENTERPRISES, INC., failed to provide adequate access control to the premises by means of security guards and/or restricting ingress and egress.

(d) The Defendant, SLEIMAN ENTERPRISES, INC., failed to provide security guards, off-duty police officers or other security personnel to patrol the premises on August 25, 2018 and August 26, 2018.

(e) The Defendant, SLEIMAN ENTERPRISES, INC., failed to conduct background investigations of prospective players/“gamers” in the video game tournament hosted at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida to weed out the criminal and/or potentially dangerous element.

(f) The Defendant, SLEIMAN ENTERPRISES, INC., failed to properly screen the video game players/”gamers” who entered the above-described video game tournament, and accordingly, a dangerous and violent person entered the aforementioned video game tournament, and used a firearm to shoot individuals, including Plaintiff, during the video game tournament held on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

(g) The Defendant, SLEIMAN ENTERPRISES, INC., failed to warn the public, business invitees, and players/“gamers” involved in the video game tournament hosted on August 25, 2018 and August 26, 2018 at 2 Independent



Drive, Jacksonville, Florida of serious prior property crimes and violent crimes on or near 2 Independent Drive, Jacksonville, Florida.

(h) The Defendant, SLEIMAN ENTERPRISES, INC., failed to enforce building codes, life safety codes, Fire Marshall occupancy limits or otherwise limit the number of occupants within the tournament location to reasonable and safe numbers under the circumstances.

(i) Upon information and belief, the Defendant, SLEIMAN ENTERPRISES, INC., further failed to notify local law enforcement or the City of Jacksonville of the subject video game tournament in order to invite their security assessment of the event or collaborate on maintaining a safe and secure function.

(j) The Defendant, SLEIMAN ENTERPRISES, INC, failed to ensure all areas of ingress and egress were available to the public at the subject premises where the above-referenced shooting occurred on August 26, 2018, and further, Defendant, SLEIMAN ENTERPRISES, INC., failed to take necessary action to ensure exits from within the subject property were not blocked by video game machines and other objects on August 26, 2018.

127. As a result of Defendant, SLEIMAN ENTERPRISES, INC.'S negligence, including, but not limited to, the above-described negligence, the Plaintiff, ANTHONY MONTAGNINO, was a victim of a horrific mass shooting, suffered gunshot wounds and sustained serious permanent injuries, both physical and mental.

128. The shooting of the Plaintiff, ANTHONY MONTAGNINO, and the injuries that he sustained were a reasonably foreseeable result of the above-described negligence of Defendant, SLEIMAN ENTERPRISES, INC.

129. As a direct and proximate result of the negligence of Defendant, SLEIMAN ENTERPRISES, INC., the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and

about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant, SLEIMAN ENTERPRISES, INC., for damages, costs of this action, interest, and such other and further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**COUNT V  
NEGLIGENCE  
CHICAGO PIZZA & SPORTS GRILLE II, INC. D/B/A CHICAGO PIZZA**

130. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

131. At all times material hereto, including August 26, 2018, Defendant, CHICAGO PIZZA, operated, possessed, controlled and/or managed the subject property and/or premises located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, and was responsible for security for the subject premises.

132. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee of Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC.

133. At all times material hereto, including, but not limited to August 26, 2016, Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC. D/B/A CHICAGO PIZZA, owed Plaintiff, and all others similarly situated, a duty of reasonable care to keep them free from harm.

134. On or about August 25, 2016 and August 26, 2016, a video game tournament was held at 2 Independent Drive, # 101, Jacksonville, Florida with the knowledge and consent of Defendant, CHICAGO PIZZA.

135. Video game players commonly referred to as “gamers,” including Plaintiff, traveled from outside of Duval County, Florida to 2 Independent Drive, # 101, Jacksonville, Florida to participate in the advertised video game tournament held on August 25, 2016 and August 26, 2016 at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

136. Defendant, CHICAGO PIZZA, as the owner of the subject restaurant that operated, possessed, controlled and/or managed the subject property and/or premises located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, owed the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, a duty to maintain the premises in a safe condition and to operate the restaurant and premises safely, including a duty to protect the public and business invitees, including Plaintiff herein, from a reasonably foreseeable criminal attack.

137. Prior to August 26, 2018, Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC., knew or should have known that the security measures at the subject restaurant and premises were insufficient to provide reasonable protection for the public and business invitees, including Plaintiff herein, as there had been a number of serious criminal incidents, including crimes of violence, at 2 Independent Drive, Jacksonville, Florida, commonly known as “The Jacksonville Landing,” and in the immediate neighborhood in the recent past prior to August 26, 2018.

138. Prior to August 26, 2018, Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC., knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida was not in compliance with local and state fire, building and life safety codes.

139. Prior to August 26, 2018, Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC., knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida had been altered, without proper permits, and video games and other

objects were blocking doorways and/or areas of ingress and egress for the public, and said alterations to the premises constituted an unsafe and dangerous condition to the public, including Plaintiff, on August 26, 2018.

140. Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC., negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, on August 25, 2018 and August 26, 2018 at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida in one or more of the following respects:

(a) The Defendant, CHICAGO PIZZA, failed to provide adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of security guards.

(b) The Defendant, CHICAGO PIZZA, failed to provide adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to metal detectors and/or handheld “wands” to identify weapons at appropriate security checkpoints.

(c) The Defendant, CHICAGO PIZZA, failed to provide adequate access control to the premises by means of security guards.

(d) The Defendant, CHICAGO PIZZA, failed to provide security guards, off-duty police officers or other security personnel to patrol the premises on August 25, 2018 and August 26, 2018.

(e) The Defendant, CHICAGO PIZZA, failed to conduct background investigations of prospective players/“gamers” in the video game tournament hosted at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida to weed out the criminal and/or potentially dangerous element.

(f) The Defendant, CHICAGO PIZZA, failed to properly screen the video

game players/"gamers" who entered the above-described video game tournament, and accordingly, a dangerous and violent person entered the aforementioned video game tournament, and used a firearm to shoot individuals, including Plaintiff, during the video game tournament held on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

(g) The Defendant, CHICAGO PIZZA, failed to warn the public, business invitees, and players/"gamers" involved in the video game tournament hosted on August 25, 2018 and August 26, 2018 at # 101, 2 Independent Drive, Jacksonville, Florida of serious prior property crimes and violent crimes on or near 2 Independent Drive, Jacksonville, Florida.

(h) The Defendant, CHICAGO PIZZA, failed to enforce building codes, life safety codes, Fire Marshall occupancy limits or otherwise limit the number of occupants within the tournament location to reasonable and safe numbers under the circumstances.

(i) Upon information and belief, the Defendant, CHICAGO PIZZA, further failed to notify local law enforcement or the City of Jacksonville of the subject video game tournament in order to invite their security assessment of the event or collaborate on maintaining a safe and secure function.

(j) The Defendant, CHICAGO PIZZA, failed to ensure all areas of ingress and egress were available to the public at the subject premises where the above-referenced shooting occurred on August 26, 2018, and further, Defendant, CHICAGO PIZZA, failed to take necessary action to ensure exits from within the subject property were not blocked by video game machines and other objects on August 26, 2018.

141. As a result of Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC.'S

negligence, including, but not limited to the above-described negligence, Plaintiff, ANTHONY MONTAGNINO, was a victim of a horrific mass shooting, suffered gunshot wounds and sustained serious permanent injuries, both physical and mental.

142. The shooting of the Plaintiff, ANTHONY MONTAGNINO, and the injuries that he sustained were a reasonably foreseeable result of the above-described negligence of Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC.

143. As a direct and proximate result of the negligence of Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC., the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant, CHICAGO PIZZA & SPORTS GRILLE II, INC., for damages, costs of this action, interest, and such other and further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**COUNT VI  
NEGLIGENCE  
GLHF ESPORTS BAR, LLC D/B/A "GLHF GAME BAR"**

144. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

145. At all times material hereto, including August 26, 2018, Defendant, GLHF, operated, possessed, controlled and/or managed the video game room and premises referred to as

“GLHF GAME BAR” located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, and was responsible for security for the subject premises.

146. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee of Defendant, GLHF.

147. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee of GLHF GAME BAR located within the CHICAGO PIZZA restaurant and premises located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

148. At all times material hereto, including, but not limited to August 26, 2016, Defendant, GLHF, owed Plaintiff, and all others similarly situated, a duty of reasonable care to keep them free from harm.

149. At all times material hereto, including August 26, 2018, Defendant, GLHF ESPORTS BAR, LLC, owned the business referred to as “GLHF GAME BAR” located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, and was responsible for security for the subject premises where GLHF GAME BAR was located.

150. On or about August 25, 2016 and August 26, 2016, a video game tournament was held at “GLHF GAME BAR” located at 2 Independent Drive, # 101, Jacksonville, Florida with the knowledge and consent of Defendant, GLHF.

151. Video game players commonly referred to as “gamers,” including, Plaintiff, traveled from outside of Duval County, Florida to 2 Independent Drive, # 101, Jacksonville, Florida to participate in the advertised video game tournament held on August 25, 2016 and August 26, 2016 at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

152. Defendant, GLHF ESPORTS BAR, LLC, as the owner of the subject business that operated, possessed, controlled and/or managed the subject property and/or premises located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, including the area of the premises referred to as “GLHF GAME BAR,” owed the public and business invitees, including

Plaintiff, ANTHONY MONTAGNINO, a duty to maintain the premises in a safe condition and to operate the premises safely, including a duty to protect the public and business invitees, including Plaintiff herein, from a reasonably foreseeable criminal attack.

153. Prior to August 26, 2018, Defendant, GLHF ESPORTS BAR, LLC, knew or should have known that the security measures at the subject premises, including the area of the premises referred to as “GLHF GAME BAR,” were insufficient to provide reasonable protection for the public and business invitees, including Plaintiff herein, as there had been a number of serious criminal incidents, including crimes of violence, at 2 Independent Drive, Jacksonville, Florida, commonly known as “The Jacksonville Landing,” and in the immediate neighborhood in the recent past prior to August 26, 2018.

154. Prior to August 26, 2018, Defendant, GLHF ESPORTS BAR, LLC, knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida had been altered, without proper permits, and video games and other objects were blocking doorways and/or areas of ingress and egress for the public, and said alterations to the premises constituted an unsafe and dangerous condition to the public, including Plaintiff, on August 26, 2018.

155. Defendant, GLHF, negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, on August 25, 2018 and August 26, 2018 at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida in one or more of the following respects:

- (a) The Defendant, GLHF, failed to provide adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of security guards.
- (b) The Defendant, GLHF, failed to provide adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to



metal detectors and/or handheld “wands” to identify weapons at appropriate security checkpoints.

(c) The Defendant, GLHF, failed to provide adequate access control to the premises by means of security guards.

(d) The Defendant, GLHF, failed to provide security guards, off-duty police officers or other security personnel to patrol the premises on August 25, 2018 and August 26, 2018.

(e) The Defendant, GLHF, failed to conduct background investigations of prospective players/“gamers” in the video game tournament hosted at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida to weed out the criminal and/or potentially dangerous element.

(f) The Defendant, GLHF, failed to properly screen the video game players/”gamers” who entered the above-described video game tournament, and accordingly, a dangerous and violent person entered the aforementioned video game tournament, and used a firearm to shoot individuals, including Plaintiff, during the video game tournament held on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

(g) The Defendant, GLHF, failed to warn the public, business invitees, and players/“gamers” involved in the video game tournament hosted on August 25, 2018 and August 26, 2018 at # 101, 2 Independent Drive, Jacksonville, Florida of serious prior property crimes and violent crimes on or near 2 Independent Drive, Jacksonville, Florida.

(h) Upon information and belief, the Defendant, GLHF, further failed to notify local law enforcement or the City of Jacksonville of the subject video game tournament in order to invite their security assessment of the event or collaborate

on maintaining a safe and secure function.

(i) The Defendant, GLHF, failed to enforce building codes, life safety codes, Fire Marshall occupancy limits or otherwise limit the number of occupants within the tournament location to reasonable and safe numbers under the circumstances.

(j) The Defendant, GLHF, failed to ensure all areas of ingress and egress were available to the public at the subject premises where the above-referenced shooting occurred on August 26, 2018, and further, Defendant, GLHF, failed to take necessary action to ensure exits from within the subject property were not blocked by video game machines and other objects on August 26, 2018.

156. As a result of Defendant, GLHF'S negligence, including, but not limited to the above-described negligence, Plaintiff, ANTHONY MONTAGNINO, was a victim of a horrific mass shooting, suffered gunshot wounds and sustained serious permanent injuries, both physical and mental.

157. The shooting of the Plaintiff, ANTHONY MONTAGNINO, and the injuries that he sustained were a reasonably foreseeable result of the above-described negligence of Defendant, GLHF.

158. As a direct and proximate result of the negligence of Defendant, GLHF, the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant, GLHF, for damages, costs of this action, interest, and such other and further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**COUNT VII  
NEGLIGENCE  
CLIFTON COMASTRO**

159. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

160. At all times material hereto, including August 26, 2018, Defendant, CLIFTON COMASTRO, owned, operated, possessed, controlled and/or managed the video game room and premises referred to as "GLHF GAME BAR" located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, and was responsible for security for the subject premises.

161. At all times material hereto, including, but not limited to August 26, 2016, Defendant, CLIFTON COMASTRO, owed Plaintiff, and all others similarly situated, a duty of reasonable care to keep them free from harm.

162. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee of Defendant, CLIFTON COMASTRO.

163. On or about August 26, 2016, Plaintiff was a paying business guest, patron and/or a business invitee of GLHF GAME BAR, owned by Defendant, CLIFTON COMASTRO, and said GLHF GAME BAR was located within the CHICAGO PIZZA restaurant and premises located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

164. At all times material hereto, including August 26, 2018, Defendant, CLIFTON COMASTRO, owned the business referred to as "GLHF GAME BAR" located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, and was responsible for security for the subject premises where GLHF GAME BAR was located.

165. On or about August 25, 2016 and August 26, 2016, a video game tournament was

held at “GLHF GAME BAR” located at 2 Independent Drive, # 101, Jacksonville, Florida with the knowledge and consent of Defendant, CLIFTON COMASTRO.

166. Video game players commonly referred to as “gamers,” including, Plaintiff, ANTHONY MONTAGNINO, traveled from outside of Duval County, Florida to 2 Independent Drive, # 101, Jacksonville, Florida to participate in the advertised video game tournament held on August 25, 2016 and August 26, 2016 at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida.

167. Defendant, CLIFTON COMASTRO, as the owner of the subject restaurant that operated, possessed, controlled and/or managed the subject property and/or premises located at # 101, 2 Independent Drive, Jacksonville, Duval County, Florida, including the area of the premises referred to as “GLHF GAME BAR,” owed the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, a duty to maintain the premises in a safe condition and to operate the premises safely, including a duty to protect the public and business invitees, including Plaintiff herein, from a reasonably foreseeable criminal attack.

168. Prior to August 26, 2018, Defendant, CLIFTON COMASTRO, knew or should have known that the security measures at the subject premises, including the area of the premises referred to as “GLHF GAME BAR,” were insufficient to provide reasonable protection for the public and business invitees, including Plaintiff herein, as there had been a number of serious criminal incidents, including crimes of violence, at 2 Independent Drive, Jacksonville, Florida, commonly known as “The Jacksonville Landing,” and in the immediate neighborhood in the recent past prior to August 26, 2018.

169. Prior to August 26, 2018, Defendant, CLIFTON COMASTRO, knew or should have known the premises located at # 101, 2 Independent Drive, Jacksonville, Florida had been altered, without proper permits, and video games and other objects were blocking doorways and/or areas of ingress and egress for the public, and said alterations to the premises constituted

an unsafe and dangerous condition to the public, including Plaintiff, on August 26, 2018.

170. Defendant, CLIFTON COMASTRO, negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, on August 25, 2018 and August 26, 2018 at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida in one or more of the following respects:

(a) The Defendant, CLIFTON COMASTRO, failed to provide adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of security guards.

(b) The Defendant, CLIFTON COMASTRO, failed to provide adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to metal detectors and/or handheld “wands” to identify weapons at appropriate security checkpoints.

(c) The Defendant, CLIFTON COMASTRO, failed to provide adequate access control to the premises by means of security guards.

(d) The Defendant, CLIFTON COMASTRO, failed to provide security guards, off-duty police officers or other security personnel to patrol the premises on August 25, 2018 and August 26, 2018.

(e) The Defendant, CLIFTON COMASTRO, failed to conduct background investigations of prospective players/“gamers” in the video game tournament hosted at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida to weed out the criminal and/or potentially dangerous element.

(f) The Defendant, CLIFTON COMASTRO, failed to properly screen the video game players/”gamers” who entered the above-described video game tournament, and accordingly, a dangerous and violent person entered the

aforementioned video game tournament, and used a firearm to shoot individuals, including Plaintiff, during the video game tournament held on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

(g) The Defendant, CLIFTON COMASTRO, failed to warn the public, business invitees, and players/"gamers" involved in the video game tournament hosted on August 25, 2018 and August 26, 2018 at # 101, 2 Independent Drive, Jacksonville, Florida of serious prior property crimes and violent crimes on or near 2 Independent Drive, Jacksonville, Florida.

(h) Upon information and belief, the Defendant, CLIFTON COMASTRO, further failed to notify local law enforcement or the City of Jacksonville of the subject video game tournament in order to invite their security assessment of the event or collaborate on maintaining a safe and secure function.

(i) The Defendant, CLIFTON COMASTRO, failed to enforce building codes, life safety codes, Fire Marshall occupancy limits or otherwise limit the number of occupants within the tournament location to reasonable and safe numbers under the circumstances.

(j) The Defendant, CLIFTON COMASTRO, failed to ensure all areas of ingress and egress were available to the public at the subject premises where the above-referenced shooting occurred on August 26, 2018, and further, Defendant, CLIFTON COMASTRO, failed to take necessary action to ensure exits from within the subject property were not blocked by video game machines and other objects on August 26, 2018.

171. As a result of Defendant, CLIFTON COMASTRO'S negligence, including, but not limited to the above-described negligence, Plaintiff, ANTHONY MONTAGNINO, was a victim of a horrific mass shooting, suffered gunshot wounds and sustained serious permanent

injuries, both physical and mental.

172. The shooting of the Plaintiff, ANTHONY MONTAGNINO, and the injuries that he sustained were a reasonably foreseeable result of the above-described negligence of Defendant, CLIFTON COMASTRO.

173. As a direct and proximate result of the negligence of Defendant, CLIFTON COMASTRO, the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant, CLIFTON COMASTRO, for damages, costs of this action, interest, and such other and further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**COUNT VIII  
NEGLIGENCE  
ALLIED UNIVERSAL CORP.**

174. Plaintiff, ANTHONY MONTAGNINO, realleges paragraphs 1 through 68 as though fully set forth herein.

175. At all times material hereto, including August 26, 2018, Defendant, ALLIED, owed a duty to Plaintiff, ANTHONY MONTAGNINO, and to other lawful invitees to provide reasonably adequate security measures and to prevent foreseeable criminal attacks on the subject premises, 2 Independent Drive, Jacksonville, Florida.

176. At all times material hereto, including August 26, 2018, the above-described shooting was reasonably foreseeable, and the risk of such an incident to Plaintiff, ANTHONY

MONTAGNINO, was known or should have been known to the Defendant, ALLIED.

177. The Defendant, ALLIED, breached its duty to Plaintiff, ANTHONY MONTAGNINO, by failing to provide reasonably adequate security measures and by failing to prevent the foreseeable criminal shooting that occurred on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

178. Defendant, ALLIED, negligently breached its duty to the public and business invitees, including Plaintiff, ANTHONY MONTAGNINO, on August 25, 2018 and August 26, 2018 at the subject premises, # 101, 2 Independent Drive, Jacksonville, Florida in one or more of the following respects:

- (a) The Defendant, ALLIED, failed to provide adequate perimeter control over the premises by means of providing adequate security, including but not limited to, providing an adequate number of security guards.
- (b) The Defendant, ALLIED, failed to provide adequate perimeter control over the premises by means of adequate security measures, including but not limited to, having in place measures to identify weapons, including, but not limited to metal detectors and/or handheld “wands” to identify weapons at appropriate security checkpoints.
- (c) The Defendant, ALLIED, failed to provide adequate access control to the premises by means of security guards.
- (d) The Defendant, ALLIED, failed to provide an adequate number of security personnel to patrol the premises on August 25, 2018 and August 26, 2018.
- (e) The Defendant, ALLIED, failed to properly train its employees for a situation involving a shooting, and based on the aforesaid improper training, Defendant, ALLIED’s security personnel acted improperly and negligently at the time of the subject August 26, 2018 shooting that occurred at 2 Independent



Drive, # 101, Jacksonville, Florida.

(f) The Defendant, ALLIED'S employee(s) who was/were on duty at the subject premises on August 26, 2018 negligently failed to follow Defendant, ALLIED'S policies and procedures, thereby resulting in serious bodily injuries to Plaintiff as a result of the shooting event described above.

179. As a result of the Defendant, ALLIED'S negligence, including the negligence described above, the Plaintiff, ANTHONY MONTAGNINO, was a victim of a horrific mass shooting, suffered gunshot wounds and sustained serious permanent injuries, both physical and mental, which occurred on August 26, 2018 at 2 Independent Drive, # 101, Jacksonville, Florida.

180. The shooting of the Plaintiff, ANTHONY MONTAGNINO, and the injuries that he sustained were a reasonably foreseeable result of the above-described negligence of Defendant, ALLIED.

181. As a direct and proximate result of the negligence of Defendant, ALLIED, the Plaintiff, ANTHONY MONTAGNINO, suffered bodily injury in and about his body and extremities, resulting in pain and suffering, disability, disfigurement, permanent and significant scarring, mental anguish, loss of the capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money and/or a diminished earning capacity, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

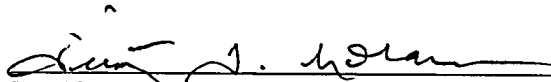
WHEREFORE, the Plaintiff, ANTHONY MONTAGNINO, demands judgment against Defendant, ALLIED UNIVERSAL CORP., for damages, costs of this action, interest, and such other and further relief as this Court may deem meet and just, and demands a trial by jury on all issues so triable.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury of all issues so triable.

DATED this 6<sup>th</sup> of September, 2018.

**MORGAN & MORGAN**



TIMOTHY S. MORAN, ESQUIRE

Florida Bar No.: 0111945

[tmoran@forthepeople.com](mailto:tmoran@forthepeople.com)

JEFFREY J. HUMPHRIES, ESQUIRE

Florida Bar No.: 0708631

[jhumphries@forthepeople.com](mailto:jhumphries@forthepeople.com)

JAMES D. YOUNG, ESQUIRE

[jyoung@forthepeople.com](mailto:jyoung@forthepeople.com)

Florida Bar No.: 0567507

76 South Laura Street, Suite 1100

Jacksonville, FL 32202

Telephone: (904) 398-2722

Facsimile: (904) 361-7201

Secondary e-mails:

[mpanganiban@forthepeople.com](mailto:mpanganiban@forthepeople.com)

[rkisling@forthepeople.com](mailto:rkisling@forthepeople.com)

*Attorneys for Plaintiff*