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ENDORSED
FILED

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Deputy Clerk of the Superior Court
County of Santa Clara, California
By: S. Smith
Clerk/Clerk

8 SUPERIOR COURT – STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA – UNLIMITED CIVIL JURISDICTION

11 PAUL BRILEY,

CASE NO. 1150V284916

12 Plaintiff,

FIRST AMENDED COMPLAINT FOR
DAMAGES

13 v.

(1) Negligence
(2) Premises Liability

14 CHRIS BROWN aka CHRISTOPHER
15 MAURICE BROWN; L.G. GROUP, INC.,
16 dba FIESTA NIGHT CLUB; and Does 1 to
17 50,

FILED BY FAX

Defendants.

18 Comes now Plaintiff PAUL BRILEY, an individual, alleges as follows:

- 19 1. At all relevant times, Plaintiff PAUL BRILEY (hereinafter "Plaintiff") was a
- 20 resident of the City and County of San Francisco, California.
- 21 2. At all relevant times, Defendant CHRIS BROWN aka CHRISTOPHER
- 22 MAURICE BROWN (hereinafter "BROWN") is and was a resident of the County of Los
- 23 Angeles, California, doing business in the State of California.
- 24 3. At all relevant times, Defendant, L.G. GROUP, INC., dba FIESTA
- 25 NIGHTCLUB, (hereinafter FIESTA NIGHTCLUB) was a corporation, doing business in the
- 26 State of California. The business of FIESTA NIGHTCLUB is the management, operation,
- 27 control and supervision of a bar located at 3840 Monterey Highway in San Jose, California, also
- 28 known as the subject premises.

1 4. At all relevant times, BROWN was and is a popular R&B signing star known for
2 past public appearance marked by violence and was the star attraction in “Chris Brown’s
3 Capricorn Bash” (hereafter “BASH”), a concert promoted, produced and performed by BROWN
4 at FIESTA NIGHTCLUB in San Jose, California on the evening of January 10, 2015 and early
5 morning on January 11, 2015.

6 5. Plaintiff is ignorant of the true names and capacities of Defendants Does 1 – 20,
7 inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff is informed and
8 believes, and thereon alleges, that the acts and omissions of the Defendants, and each of them, was
9 the cause in some actionable manner for events referred to in this Complaint that resulted in injury
10 to Plaintiff. Plaintiff will seek leave of court to amend this Complaint and state the true names
11 and/or capacities of the fictitiously named defendants when they have been ascertained.

12 6. At all relevant times, Defendants, and each of them, were the agents, alter-egos,
13 servants joint venturers and/or employees of each of the remaining defendants, were acting at all
14 times within the course and scope of said agency and employment and with the knowledge and
15 consent of the remaining defendants, and/or was acting with the knowledge, direction, participation,
16 acquiescence, ratification, and/or consent of all other defendants.

17 7. Plaintiff Paul Briley was shot and wounded on January 11, 2015 at approximately
18 1:20 a.m., at the BASH at the FIESTA NIGHTCLUB.

19 8. This Court has personal jurisdiction over BROWN, FIESTA NIGHTCLUB and
20 Does 1-20 pursuant to Code of Civil Procedure § 410.10 because all were doing business in
21 Santa Clara County, California and the acts and/or omissions injuring plaintiff occurred in Santa
22 Clara County.

23 9. Venue is proper in this county under Section 395(a) of the Code of Civil
24 Procedure because at least one defendant resides in this county and the shooting of Plaintiff took
25 place in Santa Clara County.

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FIRST CAUSE OF ACTION

(Negligence – BROWN, FIESTA NIGHTCLUB and DOES 1-20)

10. Plaintiff realleges and incorporates by reference all allegations set forth in Paragraphs 1 through 9 inclusive of this Complaint, as though fully set forth.

11. Defendants, and each of them, acting through their servants, agents or employees, and through the owners, managers, representatives, and/or agents of FIESTA NIGHTCLUB, invited members of the general public to attend the BASH, and authorized the advance sale of tickets at a reported price of \$50 to \$2,500.

12. On or about January 8, 2015, Plaintiff purchased a ticket for the BASH.

13. At all relevant times, Defendants, and each of them, owed Plaintiff and others, a duty to exercise reasonable care to maintain the premises in a safe condition, including but not limited to, implementing reasonable security measures appropriate for the protection of concert patrons and/or business invitees, from the foreseeable risk of injury, violence, fights, riots and/or shootings that have been previously linked to BROWN's appearances and concerts, and which were reasonably foreseeable at the BASH.

14. At all relevant times, Defendants, and each of them, were responsible for the safety of all persons attending the BASH as business invitees, and were responsible for providing reasonable and adequate security before, during and after the BASH.

15. On the evening of January 10, 2015, Plaintiff, a paid ticketholder, attended the BASH at the premises owned, operated, managed, possessed, controlled, and/or maintained by Defendants, and each of them.

16. At all relevant times, Defendants, and each of them, knew or should have known that:

- it was highly probable that the BASH would pose a danger to the safety of paid ticket holders, including Plaintiff;
- shooting incidents had occurred at similar concerts hosted by BROWN, and/or under similar circumstances, within six months before Plaintiff was shot;

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- at least four or more violent events and/or shootings occurred at the FIESTA NIGHTCLUB within the year before the shooting of Plaintiff;
- in August, 2009, BROWN was convicted of a felony and sentenced to five years of probation and six months of labor-oriented service for beating his then girlfriend and was prohibited from leaving Los Angeles County unless court permission was obtained;
- in June, 2012, at a nightclub in New York, BROWN and his body guards were involved in a violent altercation;
- in August, 2014, gun shots were fired at the 1OAK nightclub in Los Angeles, California, during a party that was hosted by BROWN;
- in September, 2014, there was a stabbing incident following BROWN's performance at Supperclub nightclub in Hollywood, California, which led to an attempt by the Los Angeles Police Department to ban BROWN and his entourage from all nightclubs in the Los Angeles Area;
- from 2009 through 2015, BROWN was disrespectful of California law and orders of the Superior Court by violating the terms of his felony probation;
- from 2011 through 2015, BROWN's reported public appearances were marked by violence, establishing a reasonable likelihood of violence at BROWN events and confirming the hallmark of a BROWN event would foreseeably be a wake of violence, guns and/or shootings.

17. At all relevant times, Defendants, and each of them, breached the duty of care to Plaintiff in one or more of the following ways:

- a. Defendants failed to provide adequate security for BASH patrons and/or business invitees, including Plaintiff;
- b. Despite knowing violence surrounded BROWN and violence was reasonably expected at the BASH, Defendants, and each of them, failed to implement security procedures to search BASH attendees for firearms,

1 failed to use metal detectors and to pat down persons for guns, failed to
2 search persons, bags and/or purses for guns, allowed unauthorized persons
3 who were not ticketholders to enter the premises, failed to enforce any
4 security screening processes on all persons before they entered the BASH
5 and failed to verify that anyone with a handgun had been issued a permit
6 to carry a concealed weapon;

7 c. Defendants failed to provide adequate policies, procedures, protocols
8 security measures and adequate and sufficient crowd management staff for
9 the BASH despite knowing or having reason to know that violence and
10 shooting incidents had occurred at events hosted and/or managed by
11 Defendants, and each of them, at similar concerts and/or under similar
12 circumstances;

13 d. Defendants failed to provide adequate training and supervision of BASH
14 security personnel and crowd management services to deal with a gun
15 fight and to respond to a crisis situation involving deadly weapons; and

16 e. Defendants failed to exercise reasonable protection and supervision of
17 patrons lawfully on the premises, including Plaintiff, in order to keep
18 everyone safe from foreseeable gun violence and shootings.

19 18. As a substantial cause of the negligence and carelessness of Defendants, and each
20 of them, Plaintiff was shot and suffered serious permanent personal injuries. Plaintiff seeks
21 damages for all past, present, and future physical, mental and emotional pain and suffering,
22 including the fright, shock, terror, and post-traumatic stress of being shot. As a result of such
23 injuries, Plaintiff has suffered general damages in an amount in excess of the jurisdictional limit
24 of the Superior Court.

25 19. As a further substantial cause of the negligence of Defendants, and each of
26 them, Plaintiff has incurred, and will continue to incur, medical and related expenses in an
27 amount according to proof and has suffered a loss of earnings and impaired future earning
28 capacity, in an amount that has not yet been fully ascertained.

SECOND CAUSE OF ACTION

(Premises Liability – BROWN, FIESTA NIGHTCLUB and DOES 1-20)

20. Plaintiff realleges and incorporates by reference all allegations set forth in Paragraphs 1 through 19 inclusive of this Complaint, as though fully set forth.

21. At all relevant times, Plaintiff was a concert patron and/or business invitee of Defendants, and each of them, with a fully paid ticket for admission.

22. At all relevant times, Defendants, and each of them, owned, leased, possessed, operated, controlled, maintained, and/or managed the premises for the BASH for profit.

23. At all relevant times, Defendants, and each of them, had a duty to maintain the premises in a safe condition and to exercise reasonable care in the operation and safe management of said premises in order to avoid exposing persons, including Plaintiff, to an unreasonable risk of harm and the risk of being shot.

24. At all relevant times, Defendants, and each of them, knew or in the exercise of ordinary reasonable care should have known, that unless reasonable inspection, control and policing of the premises for the BASH, the premises would be dangerous to life and limb and cause serious personal injuries, as reasonably expected by the violent history surrounding Defendants, and each of them.

25. At all relevant times, Defendants, and each of them, knew or should have known, that an actual dangerous condition was created by acts and omissions of Defendants, and each of them, and that this dangerous condition endangered the safety of plaintiff, all other persons and all business invitees on the premises.

26. Defendants, and each of them, by and through their agents, joint venture, and/or employees acting within the scope of their employment and/or authority, negligently and carelessly:

- a. caused or permitted the Premises to be in a flagrantly dangerous condition by failing to protect and/or warn patrons and/or or business invitees of the dangerous condition;

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- b. failed to provide, implement and enforce reasonable security measures for a BROWN concert and failed to prevent deadly weapons from being carried into the FIESTA NIGHTCLUB, which constitute a dangerous and hazardous condition and posed a clearly foreseeable risk of harm to Plaintiff and all others on said premises;
- c. failed to give warning of the dangerous condition posed by the premises or take any other safety precautions to prevent injury to Plaintiff and all other patrons and business invitees;
- d. failed to properly and adequately maintain, monitor, and/or manage the premises in a reasonably secure condition; and
- e. failed to secure the premises and to take adequate safety measures to prevent and deny outlaws from shooting patrons and business invitees on said premises.
- f. failed to implement and enforce security measures to prevent, control, rectify, and/or remedy the dangerous condition created by Defendants, and each of them;
- g. failed to maintain, inspect and take reasonable precautions to prevent injuries to persons;

28. As a substantial cause of the conduct of defendants, and each of them, Plaintiff was caused to suffer severe physical and emotional personal injuries.

WHEREFORE, Plaintiff prays judgment against defendants, and each of them, as follows:

- A. For general damages according to proof;
- B. For special damages according to proof;
- C. For medical and related expenses, past and future, according to proof;
- D. For lost earnings and earning capacity, past and future, according to proof;
- E. For costs of suit herein incurred;
- F. For all interest allowed by law; and

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G. For such other and further relief as the court may deem proper.

DATED: August 27, 2015

ALEXANDER LAW GROUP, LLP

By *Richard Alexander*
RICHARD ALEXANDER
ANNIE WU
Attorneys for Plaintiff