

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

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SHAROME ROSS,

Plaintiff(s),

Index No:

-against-

VERIFIED COMPLAINT

ALBANY BASKETBALL & SPORTS
CORPORATION, MIGOS, MIGOS TOURING,
INC.; QUAVIOUS KEYATE MARSHALL
a/k/a QUAVO, KIRSHNIK KHARI BALL
a/k/a TAKEOFF, and KIARI KENDRELL
CEPHUS a/k/a OFFSET,

Defendant(s).

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The plaintiff, by his attorneys KILEY, KILEY & KILEY, PLLC, complaining of the
defendants herein alleges:

1. That the plaintiff is a resident of Albany County, New York.
2. That upon information and belief, at all times hereinafter mentioned, the
defendant ALBANY BASKETBALL & SPORTS CORPORATION ("ABSC") was and still is a
domestic corporation duly organized and existing under the laws of the State of New York.
3. That upon information and belief, at all times hereinafter mentioned, the
defendant ABSC was and still is a corporation doing business in the State of New York.
4. That upon information and belief, at all times hereinafter mentioned, the
defendant ABSC was the owner of the premises located at 195 Washington Ave, Albany, NY.
5. That upon information and belief, at all times hereinafter mentioned, the
defendant ABSC was the lessee of the premises located at 195 Washington Ave, Albany County,
State of New York.

6. That upon information and belief, at all times hereinafter mentioned, the defendant ABSC, did business under the name Washington Avenue Armory at the aforesaid premises.

7. Upon information and belief at all times hereinafter mentioned the defendant ABSC did operate the Washington Avenue Armory as an establishment for the exhibition of musical performances and the retail sale of alcoholic beverages.

8. Upon information and belief, at all times hereinafter mentioned, the defendant ABSC did control and maintain the aforementioned premises.

9. At all times relevant the defendant, MIGOS, was and is a Rap group composed of three rappers, known by their stage names "QUAVO," "OFFSET," and "TAKEOFF."

10. That upon information and belief, the defendant QUAVO was at all times relevant a member of the rap group MIGOS.

11. That upon information and belief, the defendant TAKEOFF, was at all times relevant a member of the rap group MIGOS.

12. That upon information and belief, the defendant, OFFSET, was at all times relevant a member of the rap group MIGOS.

13. That upon information and belief, the defendant MIGOS TOURING, INC. is a foreign business corporation with a principal place of business located at 541 Tenth Street, NW Suite 365, Atlanta, Georgia.

14. That this court has jurisdiction over the defendants, MIGOS, MIGOS TOURING, INC.; QUAVO, TAKEOFF, and OFFSET pursuant to §302 (a)(2) of the New York Civil Practice Laws and Rules in that they committed tortious acts within the state.

15. Upon information and belief, the defendants, MIGOS and/or MIGOS TOURING, INC., contracted with the defendant ABSC to perform a concert at the Washington Avenue Armory located at 195 Washington Avenue, in the City of Albany, County of Albany, State of New York on or about March 6, 2015.

16. Upon information and belief, as part of the contract, the defendants, MIGOS, agreed to engage in a “meet and greet” with fans prior to the concert wherein fans would have the opportunity to meet and take photographs with the defendants.

17. Upon information and belief, MIGOS, agreed to appear for the meet and greet at the Washington Avenue Armory at or around 7:30 P.M.

18. Upon information and belief, the defendants, MIGOS, failed to appear on time and were approximately three to four hours late for the concert that they contracted to perform.

19. Upon information and belief, because of the delinquency of MIGOS, the crowd attending the concert became increasingly agitated, impatient and rowdy.

20. Upon information and belief, after several hours, MIGOS finally appeared with an entourage that appeared intoxicated, wreaking of marijuana and, reportedly, under the influence of other controlled substances.

21. MIGOS is a rap trio based in Atlanta, Georgia and acquired its name from an association to the drug trade in Georgia where the term “MIGOS” is referred to as an abandoned house used for the production or consumption of drugs, and that this was well known to the defendant ABSC.

22. That prior to the concert at the Washington Avenue Armory in March 2015, the defendant, MIGOS, and its individual members had gained a reputation for attracting a

belligerent fan base, for being tardy and undependable, and for creating an unruly atmosphere at its concerts.

23. That the defendant, ABSC, was well aware of MIGOS' reputation for attracting a belligerent fan base, for being tardy and undependable, and for creating an unruly atmosphere at its concerts at the time it contracted with MIGOS to perform.

24. That, at the aforesaid concert on or about March 6, 2015, the defendants, QUAVO, TAKEOFF and OFFSET, conducted themselves in such a way as to make concert goers, supporters, and fans comfortable to engage in mischief and physical violence.

25. That any reasonably discerning person or group should have perceived that the behavior of MIGOS, its individual members and its entourage was toxic and might create a situation which could cause grave danger of injury to the patrons/concert goers and other persons in attendance at the concert on or about March 6, 2015.

26. That the defendant, ABSC, by its agents, servants, independent contractors and/or employees served alcoholic beverages to the patrons who attended the said MIGOS concert.

27. That the persons who were served alcoholic beverages at the concert included persons who appeared to be intoxicated, high on other drugs and/or unruly.

28. That on or about March 6, 2015, the plaintiff was lawfully on premises of the Washington Avenue Armory and was an attendee at the aforementioned MIGOS concert as a patron, invitee and business visitor.

29. That, while he was inside the Washington Avenue Armory attending the MIGOS concert on or about March 6, 2015, the plaintiff was attacked and assaulted by persons who were in attendance at the same show.

30. As a result of being attacked and assaulted, the plaintiff was injured and sustained serious permanent personal injuries.

31. That the plaintiff's injuries were caused by the negligence of the defendants.

32. That the injuries and damages sustained by the plaintiff were caused solely by reason of the negligence of the defendants.

33. That the plaintiff was not at that time negligent. Nor did he, in any way, provoke the defendants nor any other persons into attacking him.

34. That the defendants, MIGOS, QUAVO, TAKEOFF and, OFFSET, knew or should have known that their behavior and demeanor (and the behavior and demeanor of their entourage) - attracting and inciting a belligerent fan base, being tardy and undependable, and creating an unruly atmosphere at its concerts - was likely to cause persons at the March 5, 2015 concert to become unruly, belligerent and to present a danger to other concert goers.

35. That the defendant, MIGOS TOURING, INC., knew or should have known that their behavior and demeanor (and the behavior and demeanor of their entourage) - attracting and inciting a belligerent fan base, being tardy and undependable, and creating an unruly atmosphere at its concerts - was likely to cause persons at the March 5, 2015 concert to become unruly, belligerent and to present a danger to other concert goers.

36. That the defendant, ABSC, knew or should have known that their behavior and demeanor (and the behavior and demeanor of their entourage) - attracting and inciting a belligerent fan base, being tardy and undependable, and creating an unruly atmosphere at its concerts - was likely to cause persons at the March 5, 2015 concert to become unruly, belligerent and to present a danger to other concert goers.

37. That the negligence of the defendants, MIGOS, QUAVO, TAKEOFF and, OFFSET, consisted in their being tardy, inattentive to their contractual duties and obligations, and creating an environment whereby the concert goers would become belligerent and dangerous to other concert goers such as the plaintiff. Furthermore, the said defendants were negligent in failing to supervise their entourage and in permitting those persons to incite the crowd to violence. They were further negligent in failing to instruct its and their agents, servants, and/or employees in the proper procedures of crowd control and event security; and in failing to properly screen its agents, servants and/or employees before retaining their services to determine that they were qualified in the security field.

38. That the defendant, MIGOS TOURING, INC., was negligent in failing to supervise its agents, servants and/or employees who, in turn, incited the crowd to riot; in failing to instruct its agents, servants, and/or employees in the proper procedures of crowd control and event security; and in failing to properly screen its agents, servants and/or employees before retaining their services to determine that they were qualified in the security field.

39. That the defendants, MIGOS and MIGOS TOURING INC. are also liable under a theory of *respondeat superior* and are otherwise vicariously liable for the actions and/or omissions of the defendants QUOVO, TAKEOFF and OFFSET themselves and their entourage.

40. That the defendant, ABSC, was negligent in contracting the services of the other defendants whose reputation for attracting a belligerent and dangerous element to its concerts was well known. The said defendant was further negligent in failing to cancel the concert when it became apparent that the atmosphere was toxic and that certain of the concert goers were likely to become violent. The said defendant was further negligent in failing to perceive that the

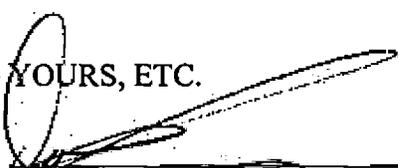
behavior of MIGOS, its individual members and its entourage was toxic and might create a situation which could cause grave danger of injury to the patrons/concert goers and other persons in attendance at the concert on or about March 6, 2015. The said defendant was further negligent in failing to take appropriate defensive actions to protect its patrons when it did perceive that the behavior of MIGOS, its individual members and its entourage was toxic and might create a situation which could cause grave danger of injury to the patrons/concert goers and other persons in attendance at the concert on or about March 6, 2015. The said defendant was further negligent in failing to hire sufficient security personnel to control the crowd; in serving alcoholic beverages to intoxicated persons; in failing to insist that MIGOS be on time and compliant with its contractual duties and responsibilities; in failing to supervise its security force; in hiring incompetent and unqualified security personnel; in trusting its security needs to untrustworthy and unqualified agents, servants and/or employees; in failing to provide competent and adequate security at its premises; in failing to instruct its agents, servants, and/or employees in the proper procedures of crowd control and event security; in failing to properly screen its agents, servants and/or employees before retaining their services to determine that they were qualified in the security field; in permitting the negligent exercise of duty by its security personnel; in promoting or permitting a dangerous rapport between the patrons and the performers; and/or in failing to provide for the safe ingress and egress of its patrons while on its premises.

41. By reason and in consequence of the negligence of the defendants, the plaintiff was injured and was rendered sick, sore, lame and disabled. He sustained severe personal injuries to his face, head, left shoulder and eyes including a fracture to his left lateral infraorbital wall and was caused to sustain contusions about her eyes, face, left shoulder and body. The

plaintiff was further caused to be degraded and humiliated and has been caused to suffer severe physical pain and mental anguish and was compelled to undergo medical aid and attention in order to cure or alleviate the injuries which he sustained which, upon information and belief, are permanent and lasting in nature. Further, the plaintiff was prevented from performing his usual duties and pursuing his vocation, sustaining loss of earnings thereby, all of which has been to his damage in an amount which exceeds the jurisdiction of this court.

WHEREFORE, plaintiff demands judgment against defendant in a sum which exceeds the jurisdiction of all lower courts all together with the costs and disbursements of this action.

DATED: Great Neck, New York
March 2, 2018

YOURS, ETC.

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