



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

AIG PROPERTY CASUALTY )  
COMPANY a/s/o KIMBERLY )  
KARDASHIAN WEST, )  
) )  
Plaintiff, )  
) )  
v. )  
) )  
PROTECTSECURITY, INC., )  
PROTECTSECURITY, LLC )  
d/b/a PORT OF WILMINGTON )  
MARITIME SOCIETY, and )  
PASCAL DUVIER, )  
) )  
Defendants. )

C.A. No. \_\_\_\_\_

JURY OF TWELVE  
DEMANDED

**COMPLAINT OF AIG PROPERTY CASUALTY COMPANY a/s/o  
KIMBERLY KARDASHIAN WEST**

Plaintiff, AIG PROPERTY CASUALTY COMPANY *as subrogee of*  
KIMBERLY KARDASHIAN WEST (hereinafter "Plaintiff"), by and through its  
attorneys of record, Colin M. Shalk, Esq., for its Complaint against Defendants,  
PROTECTSECURITY, INC., PROTECTSECURITY, LLC d/b/a PORT OF  
WILMINGTON MARITIME SOCIETY, and PASCAL DUVIER, states as  
follows:

## THE PARTIES

1. At all relevant times, Plaintiff's subrogee, KIMBERLY KARDASHIAN WEST (hereinafter the "Insured") was and is an individual residing in the County of Los Angeles, in the State of California.

2. At all relevant times, Plaintiff AIG PROPERTY CASUALTY COMPANY (hereinafter "Plaintiff"), is a Pennsylvania corporation engaged in the business of property and casualty insurance, maintaining a principal place of business at 175 Water Street, 18th Floor, New York, New York.

3. At all relevant times, Plaintiff was authorized to conduct business in the State of Delaware.

4. At all relevant times, Plaintiff issued a policy of insurance bearing number PCG 0006394860 to the Insured for the policy period March 25, 2016, to March 25, 2017 (hereinafter the "Policy").

5. Upon information and belief, at all relevant times, Defendant PROTECTSECURITY, INC. (hereinafter "Protect"), was and is a Delaware corporation. It can be served through its registered agent, Corporate Holding Services, Inc. at 802 West Street, Wilmington, Delaware 19801.

6. Upon information and belief, at all relevant times, Defendant PROTECTSECURITY, LLC d/b/a PORT OF WILMINGTON MARITIME SOCIETY (hereinafter "Port Wilmington"), was a Delaware limited liability

company. Port Wilmington can be served through its registered agent, Colonial Charter Company, at 3500 S. DuPont Highway, Dover, Delaware 19901. Port Wilmington also maintains a principal place of business at 702 N. Market Street, Wilmington, Delaware 19801 and can be served at that location.

7. Upon information and belief, at all relevant times, Defendant PASCAL DUVIER (hereinafter "Duvier"), was and is an individual residing in the County of Los Angeles, in the State of California.

8. Upon information and belief, Duvier was and is the principal and/or chief officer of Protect and Port Wilmington (hereinafter collectively "Defendants").

### **GENERAL ALLEGATIONS**

9. Prior to October 3, 2016, the Insured retained the personal protection services of Defendants, including, but not limited to, for Duvier to serve as her personal bodyguard.

10. Upon information and belief, at all relevant times, Defendants' personal protection services to the Insured included, but were not limited to, inspecting, surveying, and/or monitoring the various hotels, homes, and/or premises where the Insured stayed or visited for proper and adequate security to ensure the Insured's safety and the safety of her personal property.

11. Upon information and belief, at all relevant times, Defendants' agreed to and undertook to protect and safeguard the Insured from harm and/or damage to her person and/or property.

12. Upon information and belief, at all relevant times, Defendants provided personal protection services to the Insured during international trips abroad.

13. Upon information and belief, prior to October 3, 2016, Defendants accompanied the Insured on international trips as her personal protection service and/or bodyguard service.

14. Upon information and belief, prior to October 3, 2016, Defendants travelled with the Insured to the No Address Hotel in Paris, France (hereinafter the "Hotel") to attend Paris Fashion Week.

15. Upon information and belief, prior to and including October 3, 2016, the front gate to the courtyard of the Hotel was missing a lock and/or the lock was broken.

16. Upon information and belief, prior to and including October 3, 2016, the intercom to the door separating the courtyard and the concierge's desk was not functioning. No additional closed circuit television (hereinafter "CCTV") equipped the Hotel.

17. Upon information and belief, prior to and including October 3, 2016, the concierge did not have any security training and/or background.

18. Upon information and belief, prior to and including October 3, 2016, Defendants failed to address and/or correct these various security breaches.

19. Upon information and belief, on the evening of October 3, 2016, Defendants left the Insured in the Hotel alone without any security detail and/or bodyguard.

20. Upon information and belief, on the evening of October 3, 2016, masked men entered through the unlocked front gate of the Hotel; came to open the door separating the courtyard and the concierge's desk while the concierge was watching them go through such a door made out of security glass, and were permitted entry; moved passed the concierge, who did not have any security training; and entered the Insured's hotel room.

21. The masked men restrained the Insured and proceed to rob her of her personal property, including one of a kind jewelry (hereinafter the "Robbery").

22. As a result of Defendants' failure to address and correct the various security breaches in the Hotel and leaving the Insured in her hotel room alone, upon information and belief, the masked men were able to enter the Hotel and rob the Insured of her personal property.

23. As a result of the foregoing, the Insured submitted a claim to Plaintiff in the amount of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$6,116,067.00).

24. As a result of the foregoing, Plaintiff indemnified the Insured pursuant to the Policy.

25. Plaintiff is subrogated to the Insured's rights of recovery.

26. As a result of Defendants', their agents', servants', and/or employees' negligence, carelessness, recklessness, and/or failure to properly protect, secure, monitor, inspect, and survey the Hotel where the Insured was staying at the time of the Robbery, the Insured and Plaintiff, by way of subrogation, suffered personal property damage, as well as foreseeable financial loss in an amount in excess of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$6,116,067.00).

### **FIRST CAUSE OF ACTION**

#### **Negligence**

#### **(As to All Defendants)**

27. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "26" with the same force and effect as though fully set forth herein.

28. Defendants had a duty to exercise reasonable care in their protection, security, monitoring, inspection, and/or surveying of the Insured and the Hotel so as to ensure that the Insured and her personal property were not subject to an unreasonable risk of damage to persons and property, like the Robbery.

29. Defendants owed a duty to the Insured and Plaintiff, by way of subrogation, to protect against events like the Robbery from occurring.

30. Defendants owed a duty to the Insured and Plaintiff, by way of subrogation, to hire competent employees, agents, servants, and/or representatives to protect, secure, monitor, inspect, and/or survey the Insured and the Hotel.

31. Defendants negligently, carelessly, and/or recklessly performed their protection, security, monitoring, inspection, and/or surveying of the Insured and the Hotel.

32. Defendants breached the above described duties owed to the Insured and Plaintiff, by way of subrogation, by negligently, carelessly, and/or recklessly performing the protection, security, monitoring, inspection, and/or surveying of the Insured and the Hotel, and/or hiring and supervising incompetent employees, agents, servants, and/or representatives to do the same, and/or failing to avoid causing damage to the Insured and Plaintiff, by way of subrogation.

33. Defendants breached the above described duties owed to the Insured and Plaintiff, by way of subrogation, by failing to comply with the applicable

statutes, rules, regulations, and ordinances concerning the protection, security, monitoring, inspection, and/or surveying of the Insured and the Hotel, causing, permitting, and allowing the Robbery to occur, failing to avoid damage to the Insured's personal property, and/or hiring and supervising incompetent employees, agents, servants, and/or representatives to do the same.

34. As a direct, proximate, and foreseeable result of Defendants' negligence, the Insured and Plaintiff, by way of subrogation, suffered damages in the amount of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$6,116,067.00), exclusive of interest and costs.

35. The damages suffered by the Insured and Plaintiff, by way of subrogation, do not ordinarily occur in the absence of someone's negligence.

36. The damages suffered by the Insured and Plaintiff, by way of subrogation, were not due to any voluntary action and/or contribution on the part of the Insured or Plaintiff.

37. Plaintiff will also rely upon *res ipsa loquitur*.

**WHEREFORE**, Plaintiff, by way of subrogation, demands judgment against Defendants, jointly and severally, in the amount of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO



CENTS (\$6,116,067.00), together with interest, legal fees, costs, and such other relief as the Court deems proper.

## **SECOND CAUSE OF ACTION**

### **Breach of Contract**

#### **(As to All Defendants)**

38. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs numbered “1” through “37” with the same force and effect as though fully set forth herein.

39. Upon information and belief, prior to October 3, 2016, Defendants entered into written and/or verbal contracts and/or agreements with the Insured and Plaintiff, by way of subrogation, to provide personal protection and/or bodyguard services to the Insured.

40. Upon information and belief, the contracts and/or agreements required that Defendants properly perform their protection, security, monitoring, inspection, and/or surveying of the Hotel and/or the Insured to prevent damage or harm to the Insured and her property.

41. Upon information and belief, Defendants’ acts, on their own and/or through their employees, agents, servants, and/or representatives, which allowed the Robbery to occur, were a breach of Defendants’ duties and obligations under the contracts and/or agreements.

42. As a foreseeable result of Defendants' breaches, the Insured and Plaintiff, by way of subrogation, sustained damages in the amount of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$6,116,067.00), exclusive of interest and costs.

**WHEREFORE**, Plaintiff, by way of subrogation, demands judgment against Defendants, jointly and severally, for Plaintiff's damages in the amount of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$6,116,067.00), together with interest, legal fees, costs, and such other relief as the Court deems proper.

### **THIRD CAUSE OF ACTION**

#### **Gross Negligence, Recklessness and/or Willful and Wanton Misconduct**

##### **(As to All Defendants)**

43. Plaintiff repeats, reiterates, and realleges each and every allegation contained in paragraphs numbered "1" through "42" with the same force and effect as though fully set forth herein.

44. Defendants knew or should have known that improperly protecting, securing, monitoring, inspecting, and/or surveying of the Insured, including at the Hotel, could result in the loss of life, limb, and/or property, and a high degree of danger was present.

45. Defendants knew or should have known that they were required to protect, secure, monitor, inspect, and/or survey the Insured and the Hotel using the skill and care reasonably expected of those in this industry.

46. Defendants knew or should have known that any departure from ordinary care could result in the loss of life, limb, and/or property.

47. Defendants' improper protection, security, monitoring, inspection, and/or surveying of the Insured and the Hotel were in complete disregard of the rights and safety of the Insured and Plaintiff, by way of subrogation, and the consequences thereof.

48. Despite all the knowledge held by Defendants and/or their agents, servants, employees, contractors, subcontractors, and/or representatives they intentionally, grossly, willfully, wantonly, and/or recklessly failed to protect, secure, monitor, inspect, and/or survey the Insured and the Hotel, and were in complete disregard of the rights and safety of the Insured and Plaintiff, by way of subrogation.

49. In light of the above, Defendants' activities were of a highly unreasonable conduct, an extreme departure from ordinary care, willful, wanton, grossly negligent, and reckless.

50. Defendants' failure to abide by their required conduct and duty owed to the Insured and Plaintiff, by way of subrogation, was in and of itself an extreme departure from ordinary care.

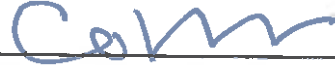
51. Defendants did not act out of mere mistake resulting from inexperience, excitement, confusion, thoughtlessness, inadvertence, or simple inattention.

52. As a direct and proximate result of Defendants' gross negligence, willful, wanton, and/or reckless conduct, the Insured and Plaintiff, by way of subrogation, sustained damages in the amount of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$6,116,067.00), exclusive of interest and costs of this action.

WHEREFORE, Plaintiff, by way of subrogation, demands judgment against Defendants, jointly and severally, in an amount in the amount of SIX MILLION, ONE HUNDRED SIXTEEN THOUSAND, SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$6,116,067.00), together with interest, legal fees, costs, and such other relief as the Court deems proper.

Dated: October 3, 2018

CASARINO CHRISTMAN SHALK  
RANSOM & DOSS, P.A.



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