

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

ERIC ROWE,

Plaintiff,

- against -

AEG LIVE LLC, AEG LIVE PRODUCTIONS LLC, and
AEG LIVE NY, LLC,

Defendants.

Index No. _____

SUMMONS

TO:

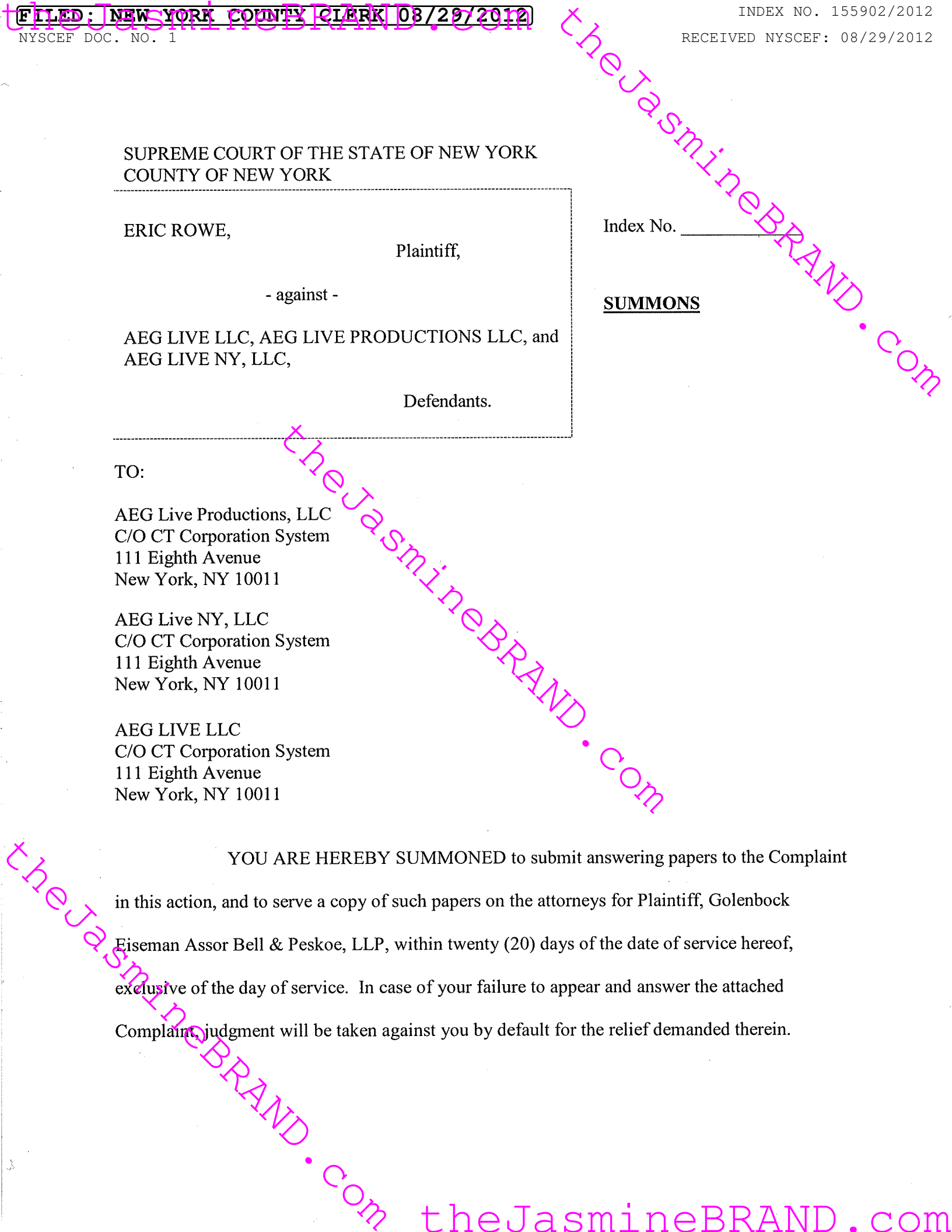
AEG Live Productions, LLC
C/O CT Corporation System
111 Eighth Avenue
New York, NY 10011

AEG Live NY, LLC
C/O CT Corporation System
111 Eighth Avenue
New York, NY 10011

AEG LIVE LLC
C/O CT Corporation System
111 Eighth Avenue
New York, NY 10011

YOU ARE HEREBY SUMMONED to submit answering papers to the Complaint

in this action, and to serve a copy of such papers on the attorneys for Plaintiff, Golenbock
Eiseman Assor Bell & Peskoe, LLP, within twenty (20) days of the date of service hereof,
exclusive of the day of service. In case of your failure to appear and answer the attached
Complaint, judgment will be taken against you by default for the relief demanded therein.




New York County is designated as the place of trial. The basis of venue is CPLR

§ 503.

Dated: New York, New York
August 29, 2012

**GOLENBOCK EISEMAN
ASSOR BELL & PESKOE LLP**

By:



Beth E. Nagalski

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Attorneys for Plaintiff Eric Rowe

OF COUNSEL:

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

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ERIC ROWE,

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COMPLAINT

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff, Eric Rowe (“Rowe”), complaining of Defendants, AEG LIVE LLC, AEG LIVE PRODUCTIONS, LLC and AEG LIVE NY, LLC (“Defendants”), and files this Original Complaint, and in support thereof would respectfully show unto the Court as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action to recover for serious personal injuries he sustained at a concert at the Best Buy Theater (the “Theater”) in June 2010, as a result of Defendants’ negligence. At the time of the incident in question Plaintiff was the personal bodyguard of the performing artist Armando Cristian Pérez a/ka/ Pitbull (“Pitbull”), who was performing at the Theater on the night of Plaintiff’s injuries. Defendants are the owners and managers of the Theater. Because of the Defendants’ failure to properly secure the Theater during Pitbull’s performance in accordance with their legal duties, and agreement with Pitbull, Plaintiff was forced to place himself at risk and perform the duties the Defendants were

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responsible for executing. As a result of Defendants' negligence and breach of their legal duties, Rowe suffered serious personal injuries.

PARTIES

2. Plaintiff, Eric Rowe, is an individual residing in Miami-Dade County, Florida.

3. Defendant, AEG LIVE LLC is a Delaware Limited Liability Company registered to do business in New York, whose principle office is in New York County.

4. Defendant, AEG LIVE PRODUCTIONS, LLC is a Delaware Limited Liability Company registered to do business in New York, whose principle office is in New York County.

5. Defendant AEG LIVE NY, LLC is a Delaware Limited Liability Company registered to do business in New York, whose principle office is in New York County.

JURISDICTION AND VENUE

6. This Court has jurisdiction over the Defendants pursuant to CPLR § 301 and 302(a). Each Defendant in this action either regularly does business in the State of New York within the meaning of CPLR §301 and/or has transacted business within the State of New York in connection with the claims in this action, within the meaning of CPLR §302.

7. Venue is proper pursuant to CPLR § 503(c) because the Defendants reside in the County of New York.

FACTUAL BACKGROUND

8. On or about June 24, 2010, Plaintiff Rowe was providing personal protection to the performer Pitbull during the performance of a concert at the Best Buy Theater in New York County, New York (the "Concert"). The Theater is managed and owned by the

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Defendants. The Theater's layout is unique in that in an attempt to maximize audience member's experience it was intentionally designed to have no buffer area in between the stage and the "mosh pit."

9. The Theater entered into a written agreement with Pitbull, which stated that the venue would provide all necessary security for the floor and crowd, and Rowe and his security team would guard the performers. Prior to the performance, Rowe met with the security manager employed by the Defendants to go over the security arrangement provided for by the agreement between the Theater and Pitbull. During the meeting, Rowe was assured by the venue manager, who was acting at all times in the course and scope of his employment, that the Theater would provide the necessary security throughout the venue, including the areas where concert goers could access the staging area.

10. Towards the end of the performance Pitbull stopped performing and called for Rowe over the microphone to come to the stage due to a security risk in the crowd. Once on stage, Rowe spotted a visibly intoxicated male in front of the stage engaged in a fight with a female. Further, Rowe observed that there were no Theater security personnel in the vicinity, forcing him to abandon his position on stage and descend into the mosh pit to diffuse the fight. Because of the Defendants' failure to properly secure the venue during the Concert, Rowe was forced to place himself at risk and perform the duties the Defendants were responsible for executing.

11. Once in the crowd, Rowe was violently assaulted by a member of the individual's entourage while escorting the individual into the stairwell leading outside of the venue. While going down the stairs, Rowe began to struggle with individual causing him to fall

on his side and suffer serious injury. It was only at this point that security personnel from the venue appeared and assisted Rowe in removing the individual from the premises.

12. Rowe's injuries have required and continue to require extensive medical treatment, including, but not limited to an injury to his right knee that will require him to undergo a complete knee replacement, and serious injuries to his right wrist. As a result of his injuries, Rowe has been completely unable to perform his job duties as a personal security agent, and as a result has been out of work.

FIRST CAUSE OF ACTION

(Premises Liability)

13. Plaintiff repeats and realleges the allegations of paragraphs 1 through 12, as though fully set forth herein.

14. Defendants have a non-delegable duty to take reasonable security measures to prevent injuries from occurring on the Theater premises as the result of known and foreseeable risks.

15. Defendants were aware of the need for security in the front of the crowd bordering the stage, and explicitly promised to provide security in this area.

16. Defendants negligently failed to provide adequate security at the Concert.

17. The individuals who were responsible for the inadequate security were, at the time the breach occurred, employees of one of more of the Defendants, and were acting within the scope of their employment.

18. As a result of Defendants' breach, Plaintiff Rowe suffered personal injuries requiring extensive medical treatment and causing a total loss of livelihood.

SECOND CAUSE OF ACTION

(Breach of Contract – Third Party Beneficiary)

19. Plaintiff repeats and realleges the allegations of paragraphs 1 through 18, as though fully set forth herein.

20. Upon information and belief, a binding and enforceable contract between Defendants and Pitbull provided that Defendants would provide security to the venue and crowd, and Plaintiff Rowe and his staff would provide security to Pitbull.

21. Thus, Plaintiff Rowe was an intended beneficiary of the contract between Pitbull and Defendants.

22. Defendants breached the contract with Pitbull by failing to provide adequate security at the Concert.

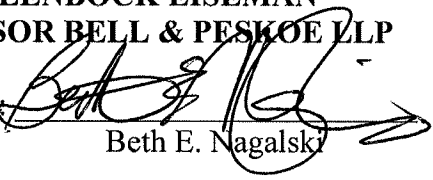
23. As a result of the Defendants' breach, Plaintiff Rowe was forced to perform Defendants' duties under the contract, abandoning his own post, and suffered personal injuries as a result.

PRAYER FOR RELIEF

WHEREFORE, as pleaded in the above causes of action, the Plaintiff demands judgment against the Defendants awarding the Plaintiff damages as a result of the violations of duties owed by the Defendants including but not limited to his damages, costs, expenses, attorney's fees, pre and post-judgment interest and other equitable relief to which he is entitled.

Dated: New York, New York
August 29, 2012

**GOLENBOCK EISEMAN
ASSOR BELL & PESKOE LLP**

By: 
Beth E. Nagalski

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