

ANDRE A. ROMO, individually, and
RICARDO A. ACEVEDO individually,

Plaintiffs,

vs.

MB DORAL, LLC d/b/a “Martini Bar”, a
Florida limited liability company; **PARK
SQUARE 5, LLC.**, a foreign limited liability
company; **MADISON MARQUETTE REAL
ESTATE SERVICES, LLC**, a foreign limited
liability company; and **SFM SECURITY
SERVICES, INC.**, a Florida corporation.

Defendants.

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.

JURY TRIAL DEMANDED

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

Plaintiffs, **ANDRE A. ROMO** and **RICARDO A. ACEVEDO** (collectively “Plaintiffs”),
by and through undersigned counsel, hereby sue Defendants, **MB DORAL, LLC**, d/b/a “Martini
Bar”, a Florida limited liability company; **PARK SQUARE 5, LLC**, a foreign limited liability
company; **MADISON MARQUETTE REAL ESTATE SERVICES, LLC**, a foreign limited
liability company; and **SFM SECURITY SERVICES, INC.**, a Florida corporation, for damages,
and demand a trial by Jury on all issues so triable, and further state as follows:

INTRODUCTION

1. This case stems from a tragic, harrowing incident that occurred on or about April 6, 2024,
at Martini Bar Doral, a late-night bar/nightclub establishment located inside of CityPlace
Doral. Two courageous City of Doral Police officers responded to a mass casualty shooting
at the establishment, sustaining severe and incapacitating injuries as they navigated a
chaotic scene of stampeding patrons and faced direct gunfire from a dangerous and reckless
armed assailant with a clear intent to kill.

2. The shootout resulted in multiple victims, including numerous unsuspecting patrons, hit by rounds fired indiscriminately by the armed assailant, the owner of the establishment himself, responding City of Doral Police officers, and a security guard who was fatally shot multiple times at point blank range while trying to wrestle the firearm from the assailant's hands during the altercation.
3. The shooter was ultimately killed by the officers, who also saved the life of the establishment's owner by applying a makeshift tourniquet to his gunshot wound.
4. Both officers emerged from the scene covered in blood, their heroic actions highlighting the perilous nature of their duty to protect the lives of others.

JURISDICTION AND PARTIES

5. This is an action for damages in excess of \$50,000.00, exclusive of costs and interest and otherwise within the exclusive original jurisdiction of this Court pursuant to Florida Statutes § 26.012 and § 34.01.
6. At all times material, Plaintiff, ANDRE A. ROMO, (hereinafter "ROMO") was a resident of Miami-Dade County, Florida, over the age of eighteen (18), and is otherwise *sui juris*.
7. At all times material, Plaintiff, RICARDO A. ACEVEDO, (hereinafter "ACEVEDO") was a resident of Miami-Dade County, Florida, over the age of eighteen (18), and is otherwise *sui juris*.
8. At all times material, Defendant MB DORAL, LLC, d/b/a "Martini Bar," (hereinafter "MB DORAL") was and is a Florida limited liability company authorized to do business and doing business in Miami-Dade County, Florida.
9. At all times material, MB DORAL owned, operated, managed, maintained, possessed, or controlled "Martini Bar Doral," a nightclub/bar with its principal address located at 3450 NW 83rd Avenue, Suite 144, Doral, FL 33122.

10. At all times material, MD DORAL was responsible and vicariously liable for the acts and omissions of its agents, employees, representatives, and/or servants, including but not limited to, any property management companies and security guard companies. MB DORAL hired or retained to operate, maintain, control, or manage Martini Bar Doral, or provide security services within or outside of Martini Bar Doral.
11. At all times material, Defendant, PARK SQUARE 5, LLC., (hereinafter “PARK SQUARE”), is a Delaware corporation with its principal place of business located in New Jersey. Service of process on PARK SQUARE is predicated on Florida Statutes § 48.081 and § 48.091.
12. At all times material, PARK SQUARE owned, operated, managed, maintained, or controlled the property located at 3450 NW 83rd Avenue, Doral, Florida 33122, (“CityPlace Doral”).
13. At all times material, PARK SQUARE was responsible and vicariously liable for the acts and omissions of its agents, employees, representatives, and/or servants, including but not limited to, any property management companies and security guard companies. PARK SQUARE hired or retained to operate, maintain, control, or manage CityPlace Doral, or provide security services within or outside of CityPlace Doral.
14. Defendant MADISON MARQUETTE REAL ESTATE SERVICES, LLC, (hereinafter “MADISON MARQUETTE”) is a Washington, DC corporation with its principal place of business located in Washington, DC. Service of process on defendant is predicated on Florida Statutes § 48.081 and § 48.091.
15. At all times material, Defendant, MADISON MARQUETTE owned, operated, managed, maintained, secured, inspected, or controlled the day-to-day activities and operation of CityPlace Doral and did so through its agents, employees, representatives, and/or servants

who, at all times material and with regard to the safety, operation, maintenance, and management of the subject premises, were subject to MADISON MARQUETTE's right of control.

16. Defendant, SFM SECURITY SERVICES, INC., (hereinafter "SFM SECURITY") is a Florida corporation with its principal place of business located in Florida. Service of process on SFM SECURITY is predicated on Florida Statutes § 48.081 and § 48.091.

17. At all times material, Defendant, SFM SECURITY owned, operated, managed, maintained, secured, inspected, or controlled the day-to-day activities and operation of CityPlace Doral and did so through its agents, employees, representatives, and/or servants who, at all times material and with regard to the safety, operation, maintenance, and management of the subject premises, were subject to SFM SECURITY's right of control.

18. At the time and date of the subject incident, Plaintiffs were lawful invitees at Martini Bar Doral and CityPlace Doral, which is the location of the subject incident, (as described in the following paragraphs.)

19. Venue is proper in this Court, as *inter alia*, the incident giving rise to the claims within this Complaint occurred within Miami-Dade County, Florida.

THE SHOOTOUT AND ENSUING CHAOS

20. On or about April 6, 2024, Plaintiffs ROMO and ACEVEDO were patrolling CityPlace Doral while working an off-duty detail in their capacity as Doral Police Officers, when an armed assailant, (hereinafter, "Armed Assailant") armed with a semi-automatic handgun, was allowed to enter Martini Bar Doral. Thereafter, the Armed Assailant initiated an argument and without any regard for the safety or the well-being of any of the bar patrons, began indiscriminately shooting, causing utter panic and chaos inside the bar.

21. In his shooting rampage, the Armed Assailant caused multiple casualties, having shot multiple unsuspecting bar patrons, including ACEVEDO, resulting in severe, life threatening injuries to some and claiming the life of another.
22. Plaintiffs, after hearing and witnessing the ensuing commotion and seeing the stampede of patrons running for their lives to escape the gunfire, immediately reported to the chaotic scene and engaged the Armed Assailant, wherein a shootout occurred.
23. Plaintiffs were physically struck, impacted, and injured by various patrons fighting their way out of Martini Bar as they pushed through the chaotic stampede of patrons running for their lives, in order to establish a secure point of engagement with the Armed Assailant.
24. Upon engaging with the Armed Assailant, the shooter took aim directly at the Plaintiffs and the other reporting Officers, firing multiple rounds at the Plaintiffs with the intent to kill, coming dangerously close to striking ROMO and actually striking ACEVEDO in the leg, only centimeters from his femoral artery.
25. After a brief shootout with the Armed Assailant where multiple rounds were fired directly at the Plaintiffs, the Armed Assailant was shot and killed by the Plaintiffs and other reporting officers.
26. As a result of his leg being shot by the Armed Assailant during the shootout, ACEVEDO has suffered severely debilitating and permanent injuries.
27. If not but for the quick response and heroic actions of the Plaintiffs and other reporting officers alike, this situation would have likely resulted in many more casualties and deaths.
28. Martini Bar Doral's mandatory protocol is to search patrons at the door for weapons and firearms. Martini Bar Doral's primary security guard was not present at the time of the incident. Instead, a new security guard, who lacked the proper training and experience, was on duty in the primary security guard's absence.

29. As a result of Defendants MB DORAL, PARK SQUARE 5, MADISON MARQUETTE, and SFM SECURITY's breach of their non-delegable duty to protect and keep its patrons safe, the Armed Assailant illegally entered CityPlace Doral and Martini Bar Doral with a firearm, which ultimately led to multiple casualties and the tragedy that ensued.

COUNT I – NEGLIGENCE CLAIM OF ANDRE A. ROMO
AGAINST DEFENDANT MB DORAL, LLC.

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 29 above as though they had been set forth herein, and further state:

30. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”

31. At all times material, Defendant, MB DORAL, through its agents and employees, owed a non-delegable duty to the invitees of Martini Bar Doral to exercise reasonable and ordinary care to keep and maintain Martini Bar Doral and its common areas in a reasonably safe condition. Specifically, Defendant, MB DORAL, had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.

32. Furthermore, at all times material, Defendant, MB DORAL, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout the subject premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

33. At all times material, Defendant, MB DORAL, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given prior instances of violent crimes at the subject premises.
34. Moreover, at all times material, Defendant, MB DORAL, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the date of the subject incident, other violent and non-violent criminal acts, including but not limited to, shootings, aggravated assaults, attacks, and/or altercations had or were reasonably likely to be perpetrated on invitees unless Defendant, MB DORAL, took the proper precautions to provide effective security for such individuals.
35. Defendant MB DORAL, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs, had it within their power to take the measures necessary to provide for their own security on the subject premises.
36. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant, MB DORAL, was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.
37. Defendant, MB DORAL, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:
- a. Failing to provide adequate security for invitees and the public;
 - b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other

criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;

- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;
- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;
- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;
- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;

- m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
 - n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
 - o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
 - p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
 - q. The preceding Paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and
 - r. Additional acts of negligence not yet discovered.
38. Defendant, MB DORAL, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into Martini Bar Doral; or in the alternative, Defendant, MB DORAL, did in fact have procedures governing the search and inspection of patrons prior to entry into Martini Bar Doral, but implemented said procedures in a careless and negligent manner.
39. At all times material, Defendant, MB DORAL, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of Martini Bar Doral’s invitees and the public.
40. Defendant, MB DORAL, through its agents and employees, created and/or allowed to be created said dangerous conditions within Martini Bar Doral. Further, Defendant, MB

DORAL, failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.

41. The negligence of Defendant, MB DORAL, proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing criminal attack by the Armed Assailant in that:

- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
- b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;
- c. Criminals could carry out physical assaults within Martini Bar Doral without fear of being caught, discovered, or prosecuted; or
- d. An atmosphere was created within Martini Bar Doral that facilitated the commission of crimes against persons.

42. As a direct and proximate result of the Defendant, MB DORAL's negligence, Plaintiff, ROMO, was directly impacted and injured when struck by various patrons running for their lives while stampeding out of Martini Bar Doral during the shootout, and he suffered bodily harm and severe emotional distress on or about April 6, 2024, from an assault and shooting on the above-referenced subject premises, after witnessing and being in close proximity of his partner and fellow officer being shot by the Armed Assailant.

43. As a direct and proximate result of Defendant, MB DORAL's negligence, Plaintiff, ROMO, suffered severe and debilitating emotional distress and mental anguish which has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to function

while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future, and other economic damages. These losses are either permanent or continuing in nature, and Plaintiff, ROMO, will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant, MB DORAL, in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs, interest, and for such other and further relief, both at law and in equity, to which Plaintiff may show to be justly entitled.

COUNT II – NEGLIGENCE CLAIM OF ANDRE A. ROMO
AGAINST DEFENDANT PARK SQUARE 5, LLC.

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 43, including any and all subparts above, as though they had been set forth herein and further state:

44. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”

45. At all times material, Defendant, PARK SQUARE, through its agents and employees, owed a non-delegable duty to the invitees of CityPlace Doral to exercise reasonable and ordinary care to keep and maintain CityPlace Doral and its common areas in a reasonably safe condition. Specifically, Defendant, PARK SQUARE, had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.

46. Furthermore, at all times material, Defendant, PARK SQUARE, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout

the subject premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

47. At all times material, Defendant, PARK SQUARE, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given prior episodes of violent crimes at the subject premises.

48. Moreover, at all times material, Defendant, PARK SQUARE, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the date of the subject incident, other violent and non-violent criminal acts, including but not limited to, shootings, aggravated assaults, attacks, and/or altercations had or were reasonably likely to be perpetrated on invitees unless Defendant, PARK SQUARE, took the proper precautions to provide effective security for such individuals.

49. Defendant PARK SQUARE, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs, had it within their power to take the measures necessary to provide for their own security on the subject premises.

50. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant, PARK SQUARE, was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

51. Defendant, PARK SQUARE, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:

- a. Failing to provide adequate security for invitees and the public;

- b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;
- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;
- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;

- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;
 - m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
 - n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
 - o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
 - p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
 - q. The preceding Paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and
 - r. Additional acts of negligence not yet discovered.
52. Defendant, PARK SQUARE, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into CityPlace Doral; or in the alternative, Defendant, PARK SQUARE, did in fact have procedures governing the search and inspection of patrons prior to entry into CityPlace Doral but implemented said procedures in a careless and negligent manner.
53. At all times material, Defendant, PARK SQUARE, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of CityPlace Doral’s invitees and the public.

54. Defendant, PARK SQUARE, through its agents and employees, created and/or allowed to be created said dangerous conditions within CityPlace Doral. Further, Defendant, PARK SQUARE, failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.
55. The negligence of Defendant, PARK SQUARE, proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing criminal attack by the Armed Assailant in that:
- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
 - b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;
 - c. Criminals could carry out physical assaults within CityPlace Doral without fear of being caught, discovered, or prosecuted; or
 - d. An atmosphere was created within CityPlace Doral that facilitated the commission of crimes against persons.
56. As a direct and proximate result of Defendant, PARK SQUARE's negligence, Plaintiff, ROMO, was directly impacted and injured when struck by various patrons running for their lives while stampeding out of CityPlace Doral's tenant's business, Martini Bar Doral. During the violent shootout on or about April 6, 2024, Plaintiff ROMO suffered bodily harm and severe emotional distress after witnessing and being in close proximity of his partner and fellow officer being shot by the Armed Assailant.
57. As a direct and proximate result of Defendant, PARK SQUARE's negligence, Plaintiff, ROMO, has suffered severe and debilitating emotional distress and mental anguish which

has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to function while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future, and other economic damages. These losses are either permanent or continuing in nature, and Plaintiff, ROMO, will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant, PARK SQUARE, in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs, interest and for such other and further relief both at law and in equity to which Plaintiffs may show to be justly entitled.

COUNT III – NEGLIGENCE CLAIM OF ANDRE A. ROMO AGAINST DEFENDANT, MADISON MARQUETTE REAL ESTATE SERVICES, LLC

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 57, including any and all subparts above, as though they had been set forth herein and further state:

58. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”
59. At all times material, Defendant, MADISON MARQUETTE, through its agents and employees, owed a non-delegable duty to the invitees of CityPlace Doral to exercise reasonable and ordinary care to keep and maintain CityPlace Doral and its common areas in a reasonably safe condition. Specifically, Defendant, MADISON MARQUETTE, had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.
60. Furthermore, at all times material, Defendant, MADISON MARQUETTE, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully

at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout the subject premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

61. At all times material, Defendant, MADISON MARQUETTE, had and/or assumed the duty to provide security and security personnel, premises configurations, security cameras, lighting, and control over points of ingress and/or egress to protect invitees on the subject premises, to control and guard against the criminal activity which had been occurring at or in the immediate vicinity of the subject premises, and thereby had and/or assumed duties to the Plaintiffs to provide reasonable security at the subject premises or otherwise had a duty to provide reasonable security measures.

62. At all times material, Defendant, MADISON MARQUETTE, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given the prior episodes of violent crimes at the subject premises.

63. Moreover, at all times material, Defendant, MADISON MARQUETTE, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the date of the subject incident, other violent and non-violent criminal acts, including but not limited to, shootings, aggravated assaults, attacks, and/or altercations had or were reasonably likely to be perpetrated on invitees of CityPlace Doral unless Defendant, MADISON MARQUETTE, took the proper precautions to provide effective security for such individuals.

64. Defendant, MADISON MARQUETTE, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs,

had it within their power to take the measures necessary to provide for their own security on the subject premises.

65. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant, MADISON MARQUETTE, was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

66. Defendant, MADISON MARQUETTE, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:

- a. Failing to provide adequate security for invitees and the public;
- b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;
- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;

- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;
- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;
- m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
- n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
- o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
- p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
- q. The preceding paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and

- r. Additional acts of negligence not yet discovered.
67. Defendant, MADISON MARQUETTE, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into CityPlace Doral; or in the alternative, Defendant, MADISON MARQUETTE, did in fact have procedures governing the search and inspection of patrons prior to entry into CityPlace Doral, but implemented said procedures in a careless and negligent manner.
68. At all times material, Defendant, MADISON MARQUETTE, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of CityPlace Doral's invitees and the public.
69. Defendant, MADISON MARQUETTE, through its agents and employees, created and/or allowed to be created said dangerous conditions within CityPlace Doral. Further, Defendant, MADISON MARQUETTE, failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.
70. The negligence of Defendant, MADISON MARQUETTE, proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing violent criminal attack by the Armed Assailant in that:
- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
 - b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;

- c. Criminals could carry out physical assaults within CityPlace Doral without fear of being caught, discovered, or prosecuted; or
- d. An atmosphere was created within CityPlace Doral that facilitated the commission of crimes against persons.

71. As a direct and proximate result of Defendant, MADISON MARQUETTE's negligence, Plaintiff, ROMO ,was directly impacted and injured when struck by various patrons running for their lives while stampeding out of CityPlace Doral's tenant's business, Martini Bar Doral. During the violent shootout on or about April 6, 2024, Plaintiff, ROMO, suffered bodily harm and severe emotional distress after witnessing and being in close proximity of his partner and fellow officer being shot by the Armed Assailant.

72. As a direct and proximate result of Defendant, MADISON MARQUETTE's negligence, Plaintiff, ROMO, has suffered severe and debilitating emotional distress and mental anguish which has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to function while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future and other economic damages. These losses are either permanent or continuing in nature, and Plaintiff, ROMO, will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant, MADISON MARQUETTE, in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,00.00), plus costs, interest and for such other and further relief, both at law and in equity, to which Plaintiffs may show to be justly entitled.

COUNT IV – NEGLIGENCE CLAIM OF ANDRE A. ROMO
AGAINST DEFENDANT SFM SECURITY SERVICES

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 72, including any and all subparts, above as though they had been set forth herein and further state:

73. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”

74. At all times material, Defendant, SFM SECURITY, through its agents and employees, owed a non-delegable duty to the invitees of CityPlace Doral to exercise reasonable and ordinary care to keep and maintain CityPlace Doral and its common areas in a reasonably safe condition. Specifically, Defendant, SFM SECURITY, had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.

75. Furthermore, at all times material, Defendant, SFM SECURITY, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout the subject premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

76. At all material times, Defendant, SFM SECURITY, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given the prior episodes of violent crimes at the subject premises.

77. Moreover, at all material times, Defendant, SFM SECURITY, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the

date of the subject incident, other violent and non-violent criminal acts including, but not limited to, shootings, aggravated assaults, attacks, and altercations had or were reasonably likely to be perpetrated on invitees unless Defendant, SFM SECURITY, took steps to provide proper security for such individuals.

78. Defendant, SFM SECURITY, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs, had it within their power to take the measures necessary to provide for their own security on the subject premises.

79. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant SFM SECURITY was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

80. Defendant, SFM SECURITY, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:

- a. Failing to provide adequate security for invitees and the public;
- b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;

- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;
- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;
- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;
- m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
- n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;

- o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
 - p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
 - q. The preceding paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and
 - r. Additional acts of negligence not yet discovered.
81. Defendant, SFM SECURITY, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into CityPlace Doral; or in the alternative, Defendant, SFM SECURITY, did in fact have procedures governing the search and inspection of patrons prior to entry into CityPlace Doral, but implemented said procedures in a careless and negligent manner.
82. At all times material, Defendant, SFM SECURITY, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of CityPlace Doral’s invitees and the public.
83. Defendant, SFM SECURITY, through its agents and employees, created and/or allowed to be created said dangerous conditions within CityPlace Doral. Further, Defendant, SFM SECURITY, failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.

84. The negligence of Defendant, SFM SECURITY, proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing violent criminal attack by the Armed Assailant in that:

- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
- b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;
- c. Criminals could carry out physical assaults within CityPlace Doral without fear of being caught, discovered, or prosecuted; or
- d. An atmosphere was created within CityPlace Doral that facilitated the commission of crimes against persons.

85. As a direct and proximate result of Defendant, SFM SECURITY's negligence, Plaintiff, ROMO, was directly impacted when struck by various patrons running for their lives while stampeding out of CityPlace Doral's tenant's business, Martini Bar Doral. During the violent shootout on or about April 6, 2024, Plaintiff, ROMO, suffered bodily harm and severe emotional distress after witnessing and being in close proximity of his partner and fellow officer being shot by the Armed Assailant.

86. As a direct and proximate result of Defendant, SFM SECURITY's negligence, Plaintiff, ROMO, has suffered severe and debilitating emotional distress and mental anguish which has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to function while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future and other economic damages.

These losses are either permanent or continuing in nature, and Plaintiffs will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant, SFM SECURITY, in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs, interest and for such other and further relief both at law and in equity to which Plaintiffs may show to be justly entitled.

COUNT V – NEGLIGENCE CLAIM OF RICARDO A. ACEVEDO
AGAINST DEFENDANT MB DORAL, LLC.

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 86 above as though they had been set forth herein and further state:

87. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”

88. At all times material, Defendant, MB DORAL, through its agents and employees, owed a non-delegable duty to the invitees of Martini Bar Doral to exercise reasonable and ordinary care to keep and maintain Martini Bar Doral and its common areas in a reasonably safe condition. Specifically, Defendant MB DORAL had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.

89. Furthermore, at all times material, Defendant, MB DORAL, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout the subject premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

90. At all times material, Defendant, MB DORAL, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given prior instances of violent crimes at the subject premises.
91. Moreover, at all times material, Defendant, MB DORAL, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the date of the subject incident, other violent and non-violent criminal acts, including but not limited to, shootings, aggravated assaults, attacks, and/or altercations had or were reasonably likely to be perpetrated on invitees unless Defendant, MB DORAL, took the proper precautions to provide effective security for such individuals.
92. Defendant, MB DORAL, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs, had it within their power to take the measures necessary to provide for their own security on the subject premises.
93. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant, MB DORAL, was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.
94. Defendant, MB DORAL, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:
- a. Failing to provide adequate security for invitees and the public;
 - b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other

criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;

- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;
- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;
- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;
- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;

- m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
 - n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
 - o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
 - p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
 - q. The preceding paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and
 - r. Additional acts of negligence not yet discovered.
95. Defendant, MB DORAL, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into Martini Bar Doral; or in the alternative, Defendant, MB DORAL, did in fact have procedures governing the search and inspection of patrons prior to entry into Martini Bar Doral, but implemented said procedures in a careless and negligent manner.
96. At all times material, Defendant, MB DORAL, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of Martini Bar Doral’s invitees and the public.
97. Defendant, MB DORAL, through its agents and employees, created and/or allowed to be created said dangerous conditions within Martini Bar Doral. Further, Defendant, MB

DORAL, failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.

98. The negligence of Defendant, MB DORAL, proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing criminal attack by the Armed Assailant in that:

- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
- b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;
- c. Criminals could carry out physical assaults within Martini Bar Doral without fear of being caught, discovered, or prosecuted; or
- d. An atmosphere was created within Martini Bar Doral that facilitated the commission of crimes against persons.

99. As a direct and proximate result of Defendant MB DORAL's negligence, Plaintiff ACEVEDO was directly impacted and injured when struck in the leg by a bullet fired directly at him by the Armed Assailant and suffered great bodily harm and severe emotional distress on or about April 6, 2024, from an assault and shooting at the above referenced subject premises which has left him with permanent and debilitating injuries for the rest of his life.

100. As a direct and proximate result of Defendant, MB DORAL's negligence, Plaintiff, ACEVEDO, suffered severe and debilitating emotional distress and mental anguish which has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to

function while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future and other economic damages. These losses are either permanent or continuing in nature, and Plaintiff, ACEVEDO, will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant, MB DORAL, in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs, interest and for such other and further relief both at law and in equity to which Plaintiffs may show to be justly entitled.

**COUNT VI – NEGLIGENCE CLAIM OF RICARDO A. ACEVEDO
AGAINST DEFENDANT PARK SQUARE 5, LLC.**

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 100, including any and all subparts, above as though they had been set forth herein and further states:

101. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”

102. At all times material, Defendant, PARK SQUARE, through its agents and employees, owed a non-delegable duty to the invitees of CityPlace Doral to exercise reasonable and ordinary care to keep and maintain CityPlace Doral and its common areas in a reasonably safe condition. Specifically, Defendant, PARK SQUARE, had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.

103. Furthermore, at all times material, Defendant, PARK SQUARE, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout the subject

premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

104. At all times material, Defendant, PARK SQUARE, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given prior episodes of violent crimes at the subject premises.

105. Moreover, at all times material, Defendant, PARK SQUARE, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the date of the subject incident, other violent and non-violent criminal acts, including but not limited to, shootings, aggravated assaults, attacks, and/or altercations had or were reasonably likely to be perpetrated on invitees unless Defendant PARK SQUARE took the proper precautions to provide effective security for such individuals.

106. Defendant, PARK SQUARE, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs, had it within their power to take the measures necessary to provide for their own security on the subject premises.

107. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant, PARK SQUARE, was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

108. Defendant, PARK SQUARE, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:

- a. Failing to provide adequate security for invitees and the public;

- b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;
- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;
- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;

- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;
- m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
- n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
- o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
- p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
- q. The preceding paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and
- r. Additional acts of negligence not yet discovered.

109. Defendant, PARK SQUARE, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into CityPlace Doral; or in the alternative, Defendant, PARK SQUARE, did in fact have procedures governing the search and inspection of patrons prior to entry into CityPlace Doral but implemented said procedures in a careless and negligent manner.

110. At all times material, Defendant, PARK SQUARE, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of CityPlace Doral’s invitees and the public.

111. Defendant, PARK SQUARE, through its agents and employees, created and/or allowed to be created said dangerous conditions within CityPlace Doral. Further, Defendant, PARK SQUARE, failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.

112. The negligence of Defendant PARK SQUARE proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing criminal attack by the Armed Assailant in that:

- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
- b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;
- c. Criminals could carry out physical assaults within CityPlace Doral without fear of being caught, discovered, or prosecuted; or
- d. An atmosphere was created within CityPlace Doral that facilitated the commission of crimes against persons.

113. As a direct and proximate result of Defendant, PARK SQUARE's negligence, Plaintiff, ACEVEDO, was directly impacted and injured when struck in the leg by a bullet fired directly at him by the Armed Assailant and suffered great bodily harm and severe emotional distress on or about April 6, 2024, from an assault and shooting at the above referenced subject premises which has left him with permanent and debilitating injuries for the rest of his life.

114. As a direct and proximate result of Defendant, PARK SQUARE's negligence, Plaintiff ACEVEDO has suffered severe and debilitating emotional distress and mental anguish

which has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to function while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future and other economic damages. These losses are either permanent or continuing in nature and Plaintiff ACEVEDO will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant PARK SQUARE in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs, interest and for such other and further relief both at law and in equity to which Plaintiffs may show to be justly entitled.

**COUNT VII – NEGLIGENCE CLAIM OF RICARDO A. ACEVEDO AGAINST
DEFENDANT MADISON MARQUETTE REAL ESTATE SERVICES, LLC.**

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 114, including any and all subparts above as though they had been set forth herein and further states:

115. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”

116. At all times material, Defendant, MADISON MARQUETTE, through its agents and employees, owed a non-delegable duty to the invitees of CityPlace Doral to exercise reasonable and ordinary care to keep and maintain CityPlace Doral and its common areas in a reasonably safe condition. Specifically, Defendant, MADISON MARQUETTE had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.

117. Furthermore, at all times material, Defendant, MADISON MARQUETTE, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully

at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout the subject premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

118. At all times material, Defendant, MADISON MARQUETTE, had and/or assumed the duty to provide security and security personnel, premises configurations, security cameras, lighting, and control over points of ingress and/or egress to protect invitees on the subject premises, to control and guard against the criminal activity which had been occurring at or in the immediate vicinity of the subject premises, and thereby had and/or assumed duties to the Plaintiffs to provide reasonable security at the subject premises or otherwise had a duty to provide reasonable security measures.

119. At all times material, Defendant, MADISON MARQUETTE, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given the prior episodes of violent crimes at the subject premises.

120. Moreover, at all times material, Defendant, MADISON MARQUETTE, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the date of the subject incident, other violent and non-violent criminal acts, including but not limited to, shootings, aggravated assaults, attacks, and/or altercations had or were reasonably likely to be perpetrated on invitees of CityPlace Doral unless Defendant, MADISON MARQUETTE, took the proper precautions to provide effective security for such individuals.

121. Defendant, MADISON MARQUETTE, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs,

had it within their power to take the measures necessary to provide for their own security on the subject premises.

122. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant, MADISON MARQUETTE, was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

123. Defendant, MADISON MARQUETTE, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:

- a. Failing to provide adequate security for invitees and the public;
- b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;
- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;

- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;
- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;
- m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
- n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
- o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
- p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
- q. The preceding paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and

r. Additional acts of negligence not yet discovered.

124. Defendant, MADISON MARQUETTE, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into CityPlace Doral; or in the alternative, Defendant, MADISON MARQUETTE, did in fact have procedures governing the search and inspection of patrons prior to entry into CityPlace Doral, but implemented said procedures in a careless and negligent manner.

125. At all times material, Defendant, MADISON MARQUETTE, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of CityPlace Doral's invitees and the public.

126. Defendant, MADISON MARQUETTE, through its agents and employees, created and/or allowed to be created said dangerous conditions within CityPlace Doral. Further, Defendant, MADISON MARQUETTE, failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.

127. The negligence of Defendant, MADISON MARQUETTE, proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing violent criminal attack by the Armed Assailant in that:

- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
- b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;

- c. Criminals could carry out physical assaults within CityPlace Doral without fear of being caught, discovered, or prosecuted; or
- d. An atmosphere was created within CityPlace Doral that facilitated the commission of crimes against persons.

128. As a direct and proximate result of Defendant, MADISON MARQUETTE's negligence, Plaintiff, ACEVEDO, was directly impacted and injured when struck in the leg by a bullet fired directly at him by the Armed Assailant and suffered great bodily harm and severe emotional distress on or about April 6, 2024, from an assault and shooting on the above referenced subject premises which has left him with permanent and debilitating injuries for the rest of his life.

129. As a direct and proximate result of Defendant, MADISON MARQUETTE's negligence, Plaintiff, ACEVEDO, has suffered severe and debilitating emotional distress and mental anguish which has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to function while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future and other economic damages. These losses are either permanent or continuing in nature and Plaintiff, ACEVEDO, will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant, MADISON MARQUETTE, in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs, interest and for such other and further relief both at law and in equity to which Plaintiffs may show to be justly entitled.

COUNT VIII – NEGLIGENCE CLAIM OF RICARDO A. ACEVEDO
AGAINST DEFENDANT SFM SECURITY SERVICES

Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 129, including any and all subparts above as though they had been set forth herein and further state:

130. Pursuant to Florida Statute § 112.182, “[a] properly identified law enforcement officer who lawfully enters upon the premises of another in the discharge of his or her duty occupies the status of an invitee.”

131. At all times material, Defendant, SFM SECURITY, through its agents and employees, owed a non-delegable duty to the invitees of CityPlace Doral to exercise reasonable and ordinary care to keep and maintain CityPlace Doral and its common areas in a reasonably safe condition. Specifically, Defendant, SFM SECURITY, had a duty to take such precautions as were reasonably necessary to protect invitees, including the Plaintiffs, from reasonably foreseeable criminal acts.

132. Furthermore, at all times material, Defendant, SFM SECURITY, through its agents and employees, owed a non-delegable duty to business invitees and others lawfully at the subject premises to take reasonable crowd control and to take reasonable measures to prevent and/or de-escalate mass panic, disorder, and/or chaos among invitees throughout the subject premises to prevent foreseeable injury in the event of an emergency, like an active shooter event.

133. At all material times, Defendant, SFM SECURITY, through its agents and employees, knew or in the exercise of reasonable care should have known that the subject incident described above was foreseeable given the prior episodes of violent crimes at the subject premises.

134. Moreover, at all material times, Defendant, SFM SECURITY, through its agents and employees, knew or in the exercise of reasonable care should have known that prior to the date of the subject incident, other violent and non-violent criminal acts including, but not

limited to, shootings, aggravated assaults, attacks, and altercations had or were reasonably likely to be perpetrated on invitees unless Defendant, SFM SECURITY, took steps to provide proper security for such individuals.

135. Defendant, SFM SECURITY, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including the Plaintiffs, had it within their power to take the measures necessary to provide for their own security on the subject premises.

136. In light of the foregoing and at all times material, the violent criminal attack and ensuing shootout caused by the Armed Assailant on the premises was reasonably foreseeable and Defendant, SFM SECURITY, was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

137. Defendant, SFM SECURITY, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of invitees of the subject premises, including the Plaintiffs, and acted in a careless and negligent manner through the following acts of omission or commission:

- a. Failing to provide adequate security for invitees and the public;
- b. Failing to warn invitees and the public of the nature and character of its premises when it knew or in the exercise of reasonable care should have known that other criminal incidents had occurred on the subject premises and areas adjacent thereto prior to the date of the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of invitees and the public;
- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for invitees and the public;

- e. Failing to hire or retain adequate security personnel to patrol and/or monitor the subject premises;
- f. Failing to have a sufficient number of security guards in visible areas to deter crime and protect invitees and the public;
- g. Failing to hire and/or retain competent security guards to protect invitees and the public;
- h. Failing to properly train security guards to be reasonably skillful, competent, and/or qualified to exercise appropriate and proper security measures so that they could protect invitees and the public;
- i. Failing to provide proper and sufficient lighting at the subject premises;
- j. Failing to have an adequate number of surveillance cameras at the subject premises and surrounding areas, including, but not limited to, the area where the subject incident occurred;
- k. Failing to position surveillance cameras in appropriate locations such that said cameras would act as a deterrent against criminal activity within the subject premises;
- l. Failing to have and/or maintain surveillance cameras in working condition such that every camera was able to monitor and record activity in its line of view;
- m. Failing to implement adequate security policies, security measures, and security procedures necessary to protect invitees and the public;
- n. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;

- o. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety within the subject premises and its common areas;
- p. Failing to provide a reasonably safe structural layout of the property upon taking control of the subject premises and its common areas;
- q. The preceding paragraphs “a” through “p”, individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar businesses and properties in the local community; and
- r. Additional acts of negligence not yet discovered.

138. Defendant, SFM SECURITY, through its agents or employees, negligently failed to have adequate procedures governing the search and inspection of patrons prior to entry into CityPlace Doral; or in the alternative, Defendant, SFM SECURITY, did in fact have procedures governing the search and inspection of patrons prior to entry into CityPlace Doral, but implemented said procedures in a careless and negligent manner.

139. At all times material, Defendant SFM SECURITY, through its agents and employees negligently failed to hire persons, employees, or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of CityPlace Doral’s invitees and the public.

140. Defendant SFM SECURITY, through its agents and employees, created and/or allowed to be created said dangerous conditions within CityPlace Doral. Further, Defendant SFM SECURITY failed to warn invitees and the public of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a length of time in which a reasonable inspection would have disclosed same.

141. The negligence of Defendant, SFM SECURITY, proximately caused the shooting which impacted the Plaintiffs and caused their damages, and directly led to the ensuing violent criminal attack by the Armed Assailant in that:

- a. There was inadequate and/or nonexistent visible deterrence to prevent said criminal assault;
- b. There was inadequate and/or nonexistent physical deterrence to prevent said criminal assault;
- c. Criminals could carry out physical assaults within CityPlace Doral without fear of being caught, discovered, or prosecuted; or
- d. An atmosphere was created within CityPlace Doral that facilitated the commission of crimes against persons.

142. As a direct and proximate result of Defendant, SFM SECURITY's negligence, Plaintiff, ACEVEDO, was directly impacted and injured when struck in the leg by a bullet fired directly at him by the Armed Assailant and suffered great bodily harm and severe emotional distress on or about April 6, 2024, from an assault and shooting on the above referenced subject premises which has left him with permanent and debilitating injuries for the rest of his life.

143. As a direct and proximate result of Defendant, SFM SECURITY's negligence, Plaintiff, ACEVEDO, has suffered severe and debilitating emotional distress and mental anguish which has developed into incapacitating post-traumatic stress disorder and has impeded his individual ability to resume his capacity for the enjoyment of life, his individual ability to function while at work in his capacity as a City of Doral Police Officer, and has resulted in lost wages, loss of his ability to earn money in the future and other economic damages.

These losses are either permanent or continuing in nature and Plaintiff, ACEVEDO, will suffer these losses in the future.

WHEREFORE, Plaintiffs pray for judgment against Defendant, SFM SECURITY, in excess of the sum of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs, interest and for such other and further relief both at law and in equity to which Plaintiffs may show to be justly entitled.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of all issues so triable as a matter of right.

DATED: July 1st, 2024.

LEESFIELD & PARTNERS, P.A.

Attorneys for the Plaintiffs
2350 South Dixie Highway
Miami, FL 33133
Tel: 305-854-4900
Fax: 305-854-8266

By: /s/ Bernardo Pimentel II, Esq.

JUSTIN B. SHAPIRO, ESQ.

Florida Bar No. 92036
Primary service e-mail: shapiro@leesfield.com
Additional service e-mail: alpizar@leesfield.com

BERNARDO PIMENTEL II, ESQ.

Florida Bar No. 1014210
Primary service e-mail: pimentel@leesfield.com
Additional service e-mail: gonzalez@leesfield.com