

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
ROLAND COLLINS (p/k/a "TROY AVE"),

Plaintiff,

-against-

IRVING PLAZA, LIVE NATION CONCERTS, INC.,
and LIVE NATION WORLDWIDE, INC.

Defendants,
-----X

Index No.: 513694/2016

SUMMONS

Filed in Supreme Court,
Kings County on 8/8/16

TO THE ABOVE NAMED DEFENDANTS:

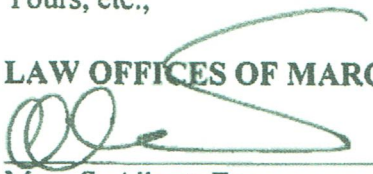
YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on plaintiff's attorneys within 20 days after service of this summons, exclusive of the day of service, or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, Judgment will be taken against you by default for the relief demanded in the Complaint.

Plaintiff designates Kings County as the venue for trial in this action. The basis of venue is plaintiff's residence, [REDACTED]

Dated: Astoria, New York
August 8, 2016

Yours, etc.,

LAW OFFICES OF MARC S. ALBERT

By: 
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DEFENDANTS' ADDRESSES:

LIVE NATION CONCERTS, INC.
c/o Corporate Creations Network Inc.
15 North Mill Street
Nyack, NY 10960

IRVING PLAZA
17 Irving Place
New York, NY 10003

LIVE NATION WORLDWIDE, INC.
650 Madison Avenue, 16th Floor
New York, NY 10155

SUPREME COURT OF THE STATE OF NEW YORK
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-----X
ROLAND COLLINS (p/k/a "TROY AVE"),

Plaintiff,

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IRVING PLAZA, LIVE NATION CONCERTS, INC.,
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-----X

VERIFIED COMPLAINT

Index No.:

513694/2016

Plaintiff, ROLAND COLLINS (p/k/a "TROY AVE"), as and for a Complaint against the
Defendants, alleges, upon information and belief, as follows:

PARTIES AND JURISDICTION

1. At the time of the commencement of this action and at all times hereinafter mentioned, Plaintiff ROLAND COLLINS (p/k/a "TROY AVE"), was and is a resident of the State of New York and County of Kings.

2. At the time of the commencement of this action and at all times hereinafter mentioned, defendant IRVING PLAZA is a music venue and/or performance space located at 17 Irving Place, which resides in the County of New York and State of New York.

3. At the time of the commencement of this action and at all times hereinafter mentioned, defendant LIVE NATION WORLDWIDE, INC. (hereinafter referred to as "Live Nation Worldwide") was and is a citizen of both the State of Delaware and the State of California, and is a corporation which is incorporated under the laws of Delaware.

4. At the time of the commencement of this action and at all times hereinafter mentioned, defendant LIVE NATION WORLDWIDE, INC. was duly licensed to conduct business in and by virtue of the laws of the State of New York.

5. At all times herein mentioned, defendant LIVE NATION WORLDWIDE, INC. owned, operated, managed, maintained and controlled the aforesaid music venue known as Irving Plaza", located at 17 Irving Place in the County of New York and State of New York, where the incident upon which this case is based occurred.

6. At the time of the commencement of this action and at all times hereinafter mentioned, defendant LIVE NATION CONCERTS, INC. (hereinafter referred to as "Live Nation Concerts") was and is a citizen of both the State of Delaware and the State of California, as is a corporation which is incorporated under the laws of Delaware.

7. At the time of the commencement of this action and at all times hereinafter mentioned, defendant LIVE NATION CONCERTS, INC. was duly licensed to conduct business in and by virtue of the laws of the State of New York.

8. At all times herein mentioned, defendant LIVE NATION CONCERTS, INC. owned, operated, managed, maintained and controlled the aforesaid music venue known as "Irving Plaza", located at 17 Irving Place in the County of New York and State of New York, where the incident upon which this case is based occurred.

9. Under the facts and circumstances of this case and pursuant to CPLR §503, venue and jurisdiction are proper in this Court.

SUMMARY OF THE CASE

10. On May 25, 2016, defendants Irving Plaza, Live Nation Worldwide and Live Nation Concerts promoted, directed, produced, supervised, controlled and provided security for a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place,

New York, New York.

11. Plaintiff Roland Collins (p/k/a "TROY AVE") was scheduled to appear on stage as an invited "special guest" of T.I. during the show.

12. Plaintiff Roland Collins (p/k/a "TROY AVE"), arrived at the Irving Plaza venue on the evening of May 25, 2016, and entered through the artist/VIP entrance located on the side of the venue. While security guards, employed by the defendants Irving Plaza, Live Nation Worldwide and/or Live Nation Concerts were located at the artist entrance, they did not provide any security functions. In fact, they did not search (either by pat down, wand, metal detector nor any other type of security device) the plaintiff, Roland Collins, (p/k/a "TROY AVE.") nor any of his associates for weapons or any illegal substances.

13. Like plaintiff, all of the other individuals who were permitted entry through the artist/VIP entrance to the venue, did so, without being searched, patted down or being required to go through a metal detector.

14. The plaintiff, Roland Collins (p/k/a "TROY AVE") did not bring any guns and/or weapons of any kind into the venue on May 25, 2016. Any weapon recovered in the venue was brought into the venue by a third party who did not have any association with the plaintiff, Roland Collins (p/k/a "Troy AVE"). Additionally, no one associated with the plaintiff, Roland Collins (p/k/a "TROY AVE") brought any weapon into the venue.

15. Upon entering the venue's "Green Room", the plaintiff, Roland Collins (p/k/a "TROY AVE") was attacked by a third party. During the struggle, that third party drew a weapon and shot the plaintiff, Roland Collins (p/k/a "TROY AVE") two times. In addition, this third party, shot and killed another individual that was with the plaintiff, Roland Collins (p/k/a "TROY AVE") in the "Green Room".

16. As a result of this incident, the plaintiff, a 30 year old promising performer with his entire career ahead of him, has been left with disabling injuries which will forever affect his life, his career and his pursuits.

17. The subject incident was wholly preventable and would not have occurred but for the clear negligence and carelessness of the defendants in their promotion, direction, production, supervision and control of the subject hip hop/rap concert and the security for same.

18. The defendants, who are known to be "giants" in the music industry, were well aware of prior incidents of violence perpetrated against hip hop and rap artists going back two decades including but not limited to shooting incidents involving artists such as Tupac Shakur, Sean "Puffy" Combs, Notorious B.I.G., Trae, and Jam Master Jay. Several of these shootings occurred in music venues and/or clubs like Irving Plaza.

19. Despite being well aware of this history and, at the absolute minimum, the possibility that individuals would attempt to bring guns or other weapons into the venue, the defendants, their agents and/or employees took no reasonable actions in order to prevent such weapons from being brought into Irving Plaza.

20. Had the defendants and/or their security personnel taken the most rudimentary of security measures in patting down individuals seeking entry into Irving Plaza and/or requiring such individuals to go through a metal detector, the subject incident and the resultant life changing injuries suffered by the plaintiff would have never occurred.

AS AND FOR A FIRST CAUSE OF ACTION
ON BEHALF OF PLAINTIFF ROLAND COLLINS

21. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs numbered "1" through "20" above with the same force and effect as if fully set forth

at length herein.

22. On May 25, 2016, defendant Live Nation Concerts owned the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

23. On May 25, 2016, defendant Live Nation Concerts operated the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

24. On May 25, 2016, defendant Live Nation Concerts managed the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

25. On May 25, 2016, defendant Live Nation Concerts maintained the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

26. On May 25, 2016, defendant Live Nation Concerts controlled the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

27. On May 25, 2016, defendant Live Nation Worldwide owned the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

28. On May 25, 2016, defendant Live Nation Worldwide operated the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

29. On May 25, 2016, defendant Live Nation Worldwide managed the premises and

music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

30. On May 25, 2016, defendant Live Nation Worldwide maintained the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

31. On May 25, 2016, defendant Live Nation Worldwide controlled the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

32. On May 25, 2016, defendant Live Nation Worldwide promoted a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

33. On May 25, 2016, defendant Live Nation Worldwide directed a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

34. On May 25, 2016, defendant Live Nation Worldwide produced a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

35. On May 25, 2016, defendant Live Nation Worldwide controlled and supervised a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

36. On May 25, 2016, defendant Live Nation Worldwide provided security personnel for the subject hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

37. On May 25, 2016, defendant Live Nation Concerts promoted a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

38. On May 25, 2016, defendant Live Nation Concerts directed a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

39. On May 25, 2016, defendant Live Nation Concerts produced a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

40. On May 25, 2016, defendant Live Nation Concerts controlled and supervised a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

41. On May 25, 2016, defendant Live Nation Concerts provided security personnel for the subject hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

42. On May 25, 2016, defendant Irving Plaza owned the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

43. On May 25, 2016, defendant Irving Plaza operated the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

44. On May 25, 2016, defendant Irving Plaza managed the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New

York.

45. On May 25, 2016, defendant Irving Plaza maintained the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

46. On May 25, 2016, defendant Irving Plaza controlled the premises and music venue known as "Irving Plaza" located at 17 Irving Place, in the County of New York and State of New York.

47. On May 25, 2016, defendant Irving Plaza promoted a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

48. On May 25, 2016, defendant Irving Plaza directed a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

49. On May 25, 2016, defendant Irving Plaza produced a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

50. On May 25, 2016, defendant Irving Plaza controlled and supervised a hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

51. On May 25, 2016, defendant Irving Plaza provided security personnel for the subject hip hop/rap concert featuring artist T.I. at the Irving Plaza concert venue located at 17 Irving Place, New York, New York.

52. That defendant Live Nation Worldwide, their agents, servants, licensees and/or employees were responsible for hiring, retaining, employing and/or assigning experienced and/or

trained security employees, agents or other personnel for the subject show and/or concert.

53. That defendant Live Nation Concerts, their agents, servants, licensees and/or employees were responsible for hiring, retaining, employing and/or assigning experienced and/or trained security employees, agents or other personnel for the subject show and/or concert.

54. That defendant Irving Plaza, their agents, servants, licensees and/or employees were responsible for hiring, retaining, employing and/or assigning experienced and/or trained security employees, agents or other personnel for the subject show and/or concert.

55. That defendant Live Nation Worldwide, their agents, servants, licensees and/or employees owed a duty of care to the plaintiff and all other persons attending the concert in question, to use reasonable care in their hiring, retaining, employing and/or assigning of experienced and/or trained security employees, agents or other personnel for the subject show and/or concert.

56. That defendant Live Nation Concerts, their agents, servants, licensees and/or employees owed a duty of care to the plaintiff and all other persons attending the concert in question, to use reasonable care in their hiring, retaining, employing and/or assigning of experienced and/or trained security employees, agents or other personnel for the subject show and/or concert.

57. That defendant Irving Plaza, their agents, servants, licensees and/or employees owed a duty of care to the plaintiff and all other persons attending the concert in question, to use reasonable care in their hiring, retaining, employing and/or assigning of experienced and/or trained security employees, agents or other personnel for the subject show and/or concert.

58. On May 25, 2016 and at all relevant times, Defendant Live Nation Worldwide, their agents, servants, licensees and/or employees were under a duty to exercise reasonable care

in the supervision, security and control of the aforementioned premises and venue in order to avoid exposing Plaintiff and other lawful attendees of the subject concert to an unreasonable risk of harm.

59. On May 25, 2016 and at all relevant times, Defendant Live Nation Concerts, their agents, servants, licensees and/or employees were under a duty to exercise reasonable care in the supervision, security and control of the aforementioned premises and venue in order to avoid exposing Plaintiff and other lawful attendees of the subject concert to an unreasonable risk of harm.

60. On May 25, 2016 and at all relevant times, Defendant Live Nation Worldwide, their agents, servants, licensees and/or employees were under a duty to exercise reasonable care in the supervision, security and control of the aforementioned premises and venue in order to avoid exposing Plaintiff and other lawful attendees of the subject concert to an unreasonable risk of harm.

61. That on May 25, 2016, the plaintiff, Roland Collins (p/k/a "TROY AVE") was a lawful invitee at the Irving Plaza venue, located at 17 Irving Plaza, New York, New York.

62. That while plaintiff was lawfully inside the aforesaid premises to actually perform, he was shot multiple times by an individual who had been permitted by defendants, their agents, servants, licensees and/or employees to enter the premises and venue with at least one loaded gun.

63. That as a result of the aforesaid incident, the plaintiff, Roland Collins (p/k/a "TROY AVE") suffered injuries of an extremely serious nature.

64. That the within incident and the resultant injuries suffered by the plaintiff, Roland Collins (p/k/a "TROY AVE") were caused wholly and solely by reason of the negligence and

carelessness of defendants Irving Plaza, Live Nation Worldwide and Live Nation Concerts, their respective employees, agents, servants and/or licensees in the promotion, direction, management, supervision, control and security of the Irving Plaza premises and venue and the concert of May 25, 2016 with no negligence on the part of the plaintiff contributing thereto.

65. Defendants Irving Plaza, Live Nation Worldwide and Live Nation Concerts, their respective employees, agents, servants and/or licensees were negligent and/or grossly negligent in the promotion, direction, management, supervision, control and security of the Irving Plaza premises and venue and the concert of May 25, 2016 and breached the duty of care which they owed to plaintiff in failing to provide adequate security for the subject concert in providing inadequate security for the subject concert; in failing to appropriately train their security personnel; in failing to supervise their security personnel; in failing to properly and/or adequately supervise the premises and venue in order to ensure that their security personnel were using reasonable care in the performance of their duties, in failing to staff the subject concert with competent security personnel; in negligently hiring security personnel for the subject concert; in failing to frisk, pat down or otherwise check individuals entering the subject premises and/or venue to ensure that they were not carrying guns or other weapons; in failing to require individuals entering the subject premises and/or venue to pass through a metal detector before being granted access; in allowing an individual to enter the premises and venue with a gun; in failing to employ a sufficient number of security personnel on the premises; in allowing and/or permitting the subject shooting incident to take place within the subject premises; in negligently hiring unfit employees and/or security personnel, creating a risk of harm to all individuals present at the subject venue and concert, including the plaintiff; in, through their actions, exhibiting a willful disregard for the health and safety of invitees of the premises, including the plaintiff; and

in failing to promulgate adequate and safe protocols, rules and/or regulations for security at concerts like the one of March 25, 2016.

66. That by reason of the foregoing negligence on the part of the said defendants, their agents, servants, licensees and/or employees, the Plaintiff sustained serious, severe, and permanent injuries to his limbs and body, still suffers and will continue to suffer for some time, great physical and mental pain and serious bodily injury; became sick, sore, lame and disabled and so remained for a considerable length of time, continuing to date.

67. The within incident was caused by reason of the negligence of the defendants, their agents, servants and/or employees in the direction, promotion, operation, management, production, supervision, control and security of the aforesaid premises, venue and concert with no negligence on the part of the Plaintiff contributing thereto. the plaintiff, Roland Collins (p/k/a "TROY AVE") is informed and verily believes that his aforesaid injuries are permanent and that he will permanently suffer from the effects of his aforesaid injuries and that he will be caused to suffer permanent embarrassment, emotional distress and continuous pain and inconvenience.

68. That by reason of the foregoing, this the plaintiff, Roland Collins (p/k/a "TROY AVE") was compelled and did necessarily require medical aid and attention and did necessarily pay and become liable therefore, for medicines and upon information and belief, the plaintiff, Roland Collins (p/k/a "TROY AVE"), will necessarily incur similar expenses.

69. That by reason of the foregoing, the plaintiff, Roland Collins (p/k/a "TROY AVE"), has been unable to attend to his usual occupation and avocation in the manner required and will continue to be unable to attend to his usual occupation and avocation in the future with a resultant loss therefrom.

70. That by reason of the foregoing, the plaintiff, Roland Collins (p/k/a "TROY

AVE”) suffered permanent and irreparable damage to his reputation and career with a resultant loss therefrom.

71. That the conduct, acts and omissions of defendants Irving Plaza, Live Nation Worldwide and Live Nation Concerts, as aforesaid, were carried out with a conscious and willful disregard of Plaintiff’s right to be free from such tortuous behavior, entitling Plaintiffs to punitive damages in an amount appropriate to punish and set an example of said Defendants.

72. This action falls within one or more of the exceptions set forth in CPLR §1602.

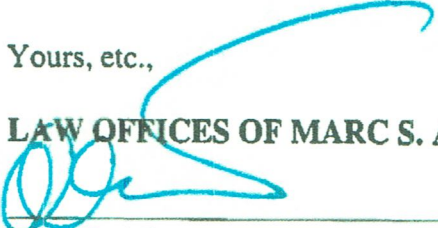
73. That as a result of the defendants’ negligence as aforesaid, the plaintiff, Roland Collins (p/k/a “TROY AVE”) has been damaged in a sum which exceeds the jurisdictional limitations of all lower courts which would otherwise have jurisdiction over this action, together with punitive damages in an amount to be set by the jury.

WHEREFORE, plaintiff Roland Collins demands judgment against the defendants in the First Cause of Action, a sum which exceeds the jurisdictional limitations of all lower courts which would otherwise have jurisdiction over this action, together with punitive damages against the defendants, as well as the costs and disbursements of this action.

Dated: New York, New York
August 8, 2016

Yours, etc.,

LAW OFFICES OF MARC S. ALBERT

By: 
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Law Offices of Scott Leemon
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New York, New York 10010
(212) 696-9111

STATE OF NEW YORK, COUNTY OF QUEENS ss:

I, the undersigned, an attorney admitted to practice in the Courts of New York State, state under penalty of perjury that I am one of the attorneys for the plaintiff in the within action; I have read the foregoing COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to the matters I believe to be true. The reason this verification is made by me and not by my client(s), is that my client(s) are not presently in the County where I maintain my offices. The grounds of my belief as to all matters not stated upon my own knowledge are the materials in my file and the investigation conducted by my office.

DATED: Astoria, New York
August 8, 2016



MARC S. ALBERT