

**IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA**

Case #:

DERRICK CRAIG

Plaintiffs.

VS.

**DELRAY BEACH HOUSING AUTHORITY;
SUNRIDGE MANAGEMENT GROUP, INC.,
VILLAGE SQUARE FAMILY, LTD.; DELRAY
HOUSING GROUP, INC.; LIEGE SECURITY,
LLC.**

Defendants,

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, DERRICK CRAIG, by and through the undersigned counsel, sues Defendants, DELRAY BEACH HOUSING AUTHORITY, SUNRIDGE MANAGEMENT GROUP, LLC., VILLAGE SQUARE FAMILY, LTD.; DELRAY HOUSING GROUP, INC., and LIEGE SECURITY, LLC., and alleges as follows:

JURISDICTION AND VENUE

1. This is an action for damages which exceeds Fifty Thousand Dollars (\$50,000.00) exclusive of interest and costs, and otherwise within this Court's jurisdictional limits.

2. Venue is proper in Palm Beach County, Florida since Defendants do business in Palm Beach County, Florida and/or all of the acts complained of herein occurred in Palm Beach County, Florida.

PARTIES

3. Plaintiff, DERRICK CRAIG, is over the age of 18, and resident/citizen of Palm Beach County, Florida, and is otherwise *sui juris*.

4. At all material times, DELARY BEACH HOUSING AUTHORITY was an active Florida Not for Profit Corporation, with its principal place of business located at 82 NW 5th Avenue, Delray Beach, Florida 33444, and was owning the apartment complex property located at or around 738 SW 12th Avenue, Delray Beach, Florida, more commonly known as the Village Square at Delray Beach apartments, where the subject incident occurred (hereinafter referred to as the “Subject Property”).

5. Prior to the filing of the instant complaint, Plaintiff served a statutory notice upon DELRAY BEACH HOUSING AUTHORTIY satisfying the pre-suit notice requirements of Florida Statute §768.28 and all applicable subparts thereof.

6. At all material times, VILLAGE SQUARE FAMILY LTD., was a Florida Limited Partnership, with its principal place of business located at 82 NW 5th Avenue, Delray Beach, Florida 33444, and was owning/operating/managing the apartments and improvements within the complex located at or around 738 SW 12th Avenue, Delray Beach, more commonly known as the Village Square at Delray Beach apartments, where the subject

7. At all material times, DELRAY HOUSING GROUP, INC., was a Florida Not For Profit Corporation, with its principal place of business located at 82 NW 5th Avenue, Delray Beach, Florida 33444, and was operating/managing the apartment complex located at or around 738 SW 12th Avenue, Delray Beach, more commonly known as the Village Square at Delray Beach apartments, where the subject incident occurred.

8. At all material times, SUNRIDGE MANAGEMENT GROUP, INC., was a Foreign Profit Corporation, with its principal place of business located at 7901 4th St N STE 300 St. Petersburg, FL 33702, and was operating/managing the apartment complex located at or around 738 SW 12th Avenue, Delray Beach, more commonly known as the Village Square at Delray Beach apartments, where the subject incident occurred.

9. At all material times, LIEGE SECURITY LLC, was a Florida Limited Liability Company, with its principal place of business located at 1615 S Congress Avenue, Suite 103, Delray Beach, FL 33445, and was providing security services to the apartment complex located at 725 Village Square Circle, Delray Beach, Florida 33444, more commonly known as the Village Square at Delray Beach apartments, where and when the subject incident occurred.

10. Venue and jurisdiction are proper in Palm Beach County, FL because the incident that

GENERAL ALLEGATIONS

11. The incident occurred in Palm Beach County, Florida.

12. DERRICK CRAIG, was a lawful invitee upon the subject premises.

13. On February 14, 2025, while lawfully upon the subject premises, owned, managed, controlled, or maintained by the above-mentioned Defendants, DERRICK CRAIG, was shot.

14. As a result of the shooting, DERRICK CRAIG sustained serious bodily injuries.

15. All conditions precedent to bringing this action have occurred or have been performed.

COUNT I NEGLIGENCE (DELRAY BEACH HOUSING AUTHORITY)

16. Plaintiff re-alleges and re-avers paragraphs (1) through (15) above as if fully set forth herein, and further alleges:

17. At all material times, Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and/or employees, owed a non-delegable duty to its invitees, tenants, and the public, to exercise reasonable and ordinary care to maintain the subject premises, including the walkways, parking lots, and areas adjacent thereto, in a condition reasonably safe for use by its invitees, and the public.

18. In particular, Defendant, DELRAY BEACH HOUSING AUTHORITY, had a non-delegable duty to take such precautions as were reasonably necessary to protect its invitees, tenants, and the public, including DERRICK CRAIG, from reasonably foreseeable criminal attacks.

19. At all material times, Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and/or employees, knew, or in the exercise of reasonable care should have known, the premises was in a high crime area. Specifically, numerous criminal acts occurred in said area, and said criminal acts were reasonably likely to be perpetrated on invitees, tenants, and the public unless Defendant, DELRAY BEACH HOUSING AUTHORITY, appropriate measures to provide reasonable security for such individuals.

20. Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and/or employees, knew, or in the exercise of reasonable care should have known, that prior to February 14, 2025, numerous violent criminal acts including, but not limited to, assaults, muggings, batteries, homicides, and robberies, occurred on or around the subject premises, and throughout adjacent areas.

21. Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and/or employees, knew, or in the exercise of reasonable care should have known that individuals, including DERRICK CRAIG, could not take the necessary and reasonable measures to provide for

their own security while on the subject premises, including the walkways, parking lot, areas adjacent thereto.

22. As a result of the allegations set forth above, at all material times the criminal attack perpetrated against DERRICK CRAIG was reasonably foreseeable to Defendant, DELRAY BEACH HOUSING AUTHORITY, and Defendant DELRAY BEACH HOUSING AUTHORITY, was in a superior position to appreciate such hazards and take necessary steps to prevent harm to invitees, tenants, and the public, including but not limited to DERRICK CRAIG.

23. At the above-mentioned time and place, the Defendant, DELRAY BEACH HOUSING AUTHORITY, by and through its agents and employees, breached its non-delegable duty to exercise reasonable care for the safety and protection of the invitees, including DERRICK CRAIG, and acted in a careless and negligent manner in various respects including but not limited to the following acts of omission or commission:

- a. Failing to provide adequate security for its invitees, tenants, and the public, including DERRICK CRAIG;
- b. Failing to warn its invitees, and the public, including DERRICK CRAIG of the nature and character of the surrounding area when it knew or in the exercise of reasonable care should have known that numerous criminal incidents of a similar nature to the one herein (i.e. crimes against persons) had occurred on the Defendant's premises prior to the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of its invitees, and of the public, including DERRICK CRAIG when Defendant knew or should have known that the subject premises had a history of similar criminal acts being committed in the area,

thereby creating a dangerous condition to those individuals on the property of Defendant
DELRAY BEACH HOUSING AUTHORITY;

d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for its invitees, and the public, when Defendant knew or should have known of foreseeable criminal acts on persons;

e. 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;

f. Failing to prepare and/or implement and/or properly implement adequate security policies, security measures, and security procedures necessary to protect DERRICK CRAIG and other invitees and members of the public;

g. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;

h. Failing to adequately provide an overall security plan that would meet known industry standards and customs for safety in the community;

i. Failing to provide a reasonably safe structural layout of the property upon purchasing said property;

j. Failing to adequately assess the levels of crime on the premises and in the area

k. The proceeding paragraphs "a" through "j", individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar premises in the local community; and

l. Additional acts of negligence not yet discovered.

24. Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and/or employees, negligently failed to devise any procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; or in the alternative,

- a. Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and employees did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred; however, the Defendant negligently and carelessly failed to implement said procedures; or in the alternative,
- b. Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and employees, did have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented same in a careless and negligent manner.

25. At all material times, Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents and employees, negligently failed to hire persons, employees, companies, and/or agents reasonably suited for providing, implementing and maintaining proper security measures adequate to ensure the safety of its invitees and the public, including the areas of the premises where the subject incident occurred.

26. Defendant, DELRAY BEACH HOUSING AUTHORITY, through its agents, servants, and employees, created and/or allowed to be created said dangerous conditions as stated above on the subject premises. Further, the Defendant failed to warn its invitees, and the public, including but not limited to DERRICK CRAIG, of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a sufficient length of time such that a reasonable inspection would have disclosed the danger.

27. The negligence of Defendant, DELRAY BEACH HOUSING AUTHORITY, proximately caused injury to DERRICK CRAIG, and directly led to the shooting, and subsequent injuries of DERRICK CRAIG 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 on the Defendant's premises without fear of being caught, discovered, and/or prosecuted; and,
- d. An atmosphere was created at the Defendant's premises, which facilitated the commission of crimes against persons.

28. As a direct and proximate result of Defendant's negligence, Plaintiff suffered bodily injury, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, aggravation of a pre-existing condition, lost wages, and the loss of the ability to earn money in the future. The losses are either permanent or continuing, and the Plaintiff will suffer the losses in the future.

29. WHEREFORE, Plaintiff, DERRICK CRAIG, demands judgment against the Defendant, DELRAY BEACH HOUSING AUTHORITY, for damages, interest, costs, and any further relief to which Plaintiff is entitled under the applicable law and further demands trial by jury of all issued triable as of right by a jury.

COUNT II
NEGLIGENCE
(DELRAY HOUSING GROUP, INC.)

30. Plaintiff re-alleges and re-avers paragraphs (1) through (15) above as if fully set forth herein, and further alleges:

31. At all material times, Defendant, DELRAY HOUSING GROUP, INC., through its agents and/or employees, owed a non-delegable duty to its invitees, tenants, and the public, to exercise reasonable and ordinary care to maintain the subject premises, including the walkways, parking lots, and areas adjacent thereto, in a condition reasonably safe for use by its invitees, and the public.

32. In particular, Defendant, DELRAY HOUSING GROUP, INC., had a non-delegable duty to take such precautions as were reasonably necessary to protect its invitees, tenants, and the public, including DERRICK CRAIG, from reasonably foreseeable criminal attacks.

33. At all material times, Defendant, DELRAY HOUSING GROUP, INC., through its agents and/or employees, knew, or in the exercise of reasonable care should have known, the premises was in a high crime area. Specifically, numerous criminal acts occurred in said area, and said criminal acts were reasonably likely to be perpetrated on invitees, tenants, and the public unless Defendant, DELRAY HOUSING GROUP, INC., appropriate measures to provide reasonable security for such individuals.

34. Defendant, DELRAY HOUSING GROUP, INC., through its agents and/or employees, knew, or in the exercise of reasonable care should have known, that prior to February 14, 2025, numerous violent criminal acts including, but not limited to, assaults, muggings, batteries, homicides, and robberies, occurred on or around the subject premises, and throughout adjacent areas.

35. Defendant, DELRAY HOUSING GROUP, INC., through its agents and/or employees, knew, or in the exercise of reasonable care should have known that individuals, including DERRICK CRAIG, could not take the necessary and reasonable measures to provide for their own security while on the subject premises, including the walkways, parking lot, areas adjacent thereto.

36. As a result of the allegations set forth above, at all material times the criminal attack perpetrated against DERRICK CRAIG was reasonably foreseeable to Defendant, DELRAY HOUSING GROUP, INC., and Defendant DELRAY HOUSING GROUP, INC., was in a superior position to appreciate such hazards and take necessary steps to prevent harm to invitees, tenants, and the public, including but not limited to DERRICK CRAIG.

37. At the above-mentioned time and place, the Defendant, DELRAY HOUSING GROUP, INC., by and through its agents and employees, breached its non-delegable duty to exercise reasonable care for the safety and protection of the invitees, including DERRICK CRAIG, and acted in a careless and negligent manner in various respects including but not limited to the following acts of omission or commission:

a. Failing to provide adequate security for its invitees, tenants, and the public, including DERRICK CRAIG;

b. Failing to warn its invitees, and the public, including DERRICK CRAIG of the nature and character of the surrounding area when it knew or in the exercise of reasonable care should have known that numerous criminal incidents of a similar nature to the one herein (i.e. crimes against persons) had occurred on the Defendant's premises prior to the subject incident;

c. Failing to warn, protect, guard, and secure the safety of its invitees, and of the public, including DERRICK CRAIG when Defendant knew or should have known that

the subject premises had a history of similar criminal acts being committed in the area, thereby creating a dangerous condition to those individuals on the property of Defendant DELRAY HOUSING GROUP, INC.;

- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for its invitees, and the public, when Defendant knew or should have known of foreseeable criminal acts on persons;
- e. 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;
- f. Failing to prepare and/or implement and/or properly implement adequate security policies, security measures, and security procedures necessary to protect DERRICK CRAIG and other invitees and members of the public;
- g. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
- h. Failing to adequately provide an overall security plan that would meet known industry standards and customs for safety in the community;
- i. Failing to provide a reasonably safe structural layout of the property upon purchasing said property;
- j. Failing to adequately assess the levels of crime on the premises and in the area
- k. The proceeding paragraphs "a" through "j", individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar premises in the local community; and
- l. Additional acts of negligence not yet discovered.

38. Defendant, DELRAY HOUSING GROUP, INC., through its agents and/or employees, negligently failed to devise any procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; or in the alternative,

- a. Defendant, DELRAY HOUSING GROUP, INC., through its agents and employees did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred; however, the Defendant negligently and carelessly failed to implement said procedures; or in the alternative,
- b. Defendant, DELRAY HOUSING GROUP, INC., through its agents and employees, did have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented same in a careless and negligent manner.

39. At all material times, Defendant, DELRAY HOUSING GROUP, INC., through its agents and employees, negligently failed to hire persons, employees, companies, and/or agents reasonably suited for providing, implementing and maintaining proper security measures adequate to ensure the safety of its invitees and the public, including the areas of the premises where the subject incident occurred.

40. Defendant, DELRAY HOUSING GROUP, INC., through its agents, servants, and employees, created and/or allowed to be created said dangerous conditions as stated above on the subject premises. Further, the Defendant failed to warn its invitees, and the public, including but not limited to DERRICK CRAIG, of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a sufficient length of time such that a reasonable inspection would have disclosed the danger.

41. The negligence of Defendant, DELRAY HOUSING GROUP, INC., proximately caused injury to DERRICK CRAIG, and directly led to the shooting, and subsequent injuries of DERRICK CRAIG 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 on the Defendant's premises without fear of being caught, discovered, and/or prosecuted; and,
- d. An atmosphere was created at the Defendant's premises, which facilitated the commission of crimes against persons.

42. As a direct and proximate result of Defendant's negligence, Plaintiff suffered bodily injury, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, aggravation of a pre-existing condition, lost wages, and the loss of the ability to earn money in the future. The losses are either permanent or continuing, and the Plaintiff will suffer the losses in the future.

43. WHEREFORE, Plaintiff, DERRICK CRAIG, demands judgment against the Defendant, DELRAY HOUSING GROUP, INC., for damages, interest, costs, and any further relief to which Plaintiff is entitled under the applicable law and further demands trial by jury of all issued triable as of right by a jury.

COUNT III
NEGLIGENCE
(VILLAGE SQUARE FAMILY, LTD.)

44. Plaintiff re-alleges and re-avers paragraphs (1) through (15) above as if fully set forth herein, and further alleges:

45. At all material times, Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and/or employees, owed a non-delegable duty to its invitees, tenants, and the public, to exercise reasonable and ordinary care to maintain the subject premises, including the walkways, parking lots, and areas adjacent thereto, in a condition reasonably safe for use by its invitees, and the public.

46. In particular, Defendant, VILLAGE SQUARE FAMILY, LTD., had a non-delegable duty to take such precautions as were reasonably necessary to protect its invitees, tenants, and the public, including DERRICK CRAIG, from reasonably foreseeable criminal attacks.

47. At all material times, Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and/or employees, knew, or in the exercise of reasonable care should have known, the premises was in a high crime area. Specifically, numerous criminal acts occurred in said area, and said criminal acts were reasonably likely to be perpetrated on invitees, tenants, and the public unless Defendant, VILLAGE SQUARE FAMILY, LTD., appropriate measures to provide reasonable security for such individuals.

48. Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and/or employees, knew, or in the exercise of reasonable care should have known, that prior to February 14, 2025, numerous violent criminal acts including, but not limited to, assaults, muggings, batteries, homicides, and robberies, occurred on or around the subject premises, and throughout adjacent areas.

49. Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and/or employees, knew, or in the exercise of reasonable care should have known that individuals, including

DERRICK CRAIG, could not take the necessary and reasonable measures to provide for their own security while on the subject premises, including the walkways, parking lot, areas adjacent thereto.

50. As a result of the allegations set forth above, at all material times the criminal attack perpetrated against DERRICK CRAIG was reasonably foreseeable to Defendant, VILLAGE SQUARE FAMILY, LTD., and Defendant VILLAGE SQUARE FAMILY, LTD., was in a superior position to appreciate such hazards and take necessary steps to prevent harm to invitees, tenants, and the public, including but not limited to DERRICK CRAIG.

51. At the above-mentioned time and place, the Defendant, VILLAGE SQUARE FAMILY, LTD., by and through its agents and employees, breached its non-delegable duty to exercise reasonable care for the safety and protection of the invitees, including DERRICK CRAIG, and acted in a careless and negligent manner in various respects including but not limited to the following acts of omission or commission:

- a. Failing to provide adequate security for its invitees, tenants, and the public, including DERRICK CRAIG;
- b. Failing to warn its invitees, and the public, including DERRICK CRAIG of the nature and character of the surrounding area when it knew or in the exercise of reasonable care should have known that numerous criminal incidents of a similar nature to the one herein (i.e. crimes against persons) had occurred on the Defendant's premises prior to the subject incident;
- c. Failing to warn, protect, guard, and secure the safety of its invitees, and of the public, including DERRICK CRAIG when Defendant knew or should have known that the subject premises had a history of similar criminal acts being committed in the area,

thereby creating a dangerous condition to those individuals on the property of Defendant
VILLAGE SQUARE FAMILY, LTD.;

- d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for its invitees, and the public, when Defendant knew or should have known of foreseeable criminal acts on persons;
- e. 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;
- f. Failing to prepare and/or implement and/or properly implement adequate security policies, security measures, and security procedures necessary to protect DERRICK CRAIG and other invitees and members of the public;
- g. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
- h. Failing to adequately provide an overall security plan that would meet known industry standards and customs for safety in the community;
- i. Failing to provide a reasonably safe structural layout of the property upon purchasing said property;
- j. Failing to adequately assess the levels of crime on the premises and in the area
- k. The proceeding paragraphs "a" through "j", individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar premises in the local community; and
- l. Additional acts of negligence not yet discovered.

52. Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and/or employees, negligently failed to devise any procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; or in the alternative,

- a. Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and employees did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred; however, the Defendant negligently and carelessly failed to implement said procedures; or in the alternative,
- b. Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and employees, did have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented same in a careless and negligent manner.

53. At all material times, Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents and employees, negligently failed to hire persons, employees, companies, and/or agents reasonably suited for providing, implementing and maintaining proper security measures adequate to ensure the safety of its invitees and the public, including the areas of the premises where the subject incident occurred.

54. Defendant, VILLAGE SQUARE FAMILY, LTD., through its agents, servants, and employees, created and/or allowed to be created said dangerous conditions as stated above on the subject premises. Further, the Defendant failed to warn its invitees, and the public, including but not limited to DERRICK CRAIG, of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a sufficient length of time such that a reasonable inspection would have disclosed the danger.

55. The negligence of Defendant, VILLAGE SQUARE FAMILY, LTD., proximately caused injury to DERRICK CRAIG, and directly led to the shooting, and subsequent injuries of DERRICK CRAIG 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 on the Defendant's premises without fear of being caught, discovered, and/or prosecuted; and,
- d. An atmosphere was created at the Defendant's premises, which facilitated the commission of crimes against persons.

56. As a direct and proximate result of Defendant's negligence, Plaintiff suffered bodily injury, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, aggravation of a pre-existing condition, lost wages, and the loss of the ability to earn money in the future. The losses are either permanent or continuing, and the Plaintiff will suffer the losses in the future.

57. WHEREFORE, Plaintiff, DERRICK CRAIG, demands judgment against the Defendant, VILLAGE SQUARE FAMILY, LTD., for damages, interest, costs, and any further relief to which Plaintiff is entitled under the applicable law and further demands trial by jury of all issued triable as of right by a jury.

COUNT IV
NEGLIGENCE
(SUNRIDGE MANAGEMENT GROUP, LLC.)

58. Plaintiff re-alleges and re-avers paragraphs (1) through (15) above as if fully set forth herein, and further alleges:

59. At all material times, Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and/or employees, owed a non-delegable duty to its invitees, tenants, and the public, to exercise reasonable and ordinary care to maintain the subject premises, including the walkways, parking lots, and areas adjacent thereto, in a condition reasonably safe for use by its invitees, and the public.

60. In particular, Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., had a non-delegable duty to take such precautions as were reasonably necessary to protect its invitees, tenants, and the public, including DERRICK CRAIG, from reasonably foreseeable criminal attacks.

61. At all material times, Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and/or employees, knew, or in the exercise of reasonable care should have known, the premises was in a high crime area. Specifically, numerous criminal acts occurred in said area, and said criminal acts were reasonably likely to be perpetrated on invitees, tenants, and the public unless Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., appropriate measures to provide reasonable security for such individuals.

62. Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and/or employees, knew, or in the exercise of reasonable care should have known, that prior to February 14, 2025, numerous violent criminal acts including, but not limited to, assaults, muggings, batteries, homicides, and robberies, occurred on or around the subject premises, and throughout adjacent areas.

63. Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and/or employees, knew, or in the exercise of reasonable care should have known that individuals, including DERRICK CRAIG, could not take the necessary and reasonable measures to provide for their own security while on the subject premises, including the walkways, parking lot, areas adjacent thereto.

64. As a result of the allegations set forth above, at all material times the criminal attack perpetrated against DERRICK CRAIG was reasonably foreseeable to Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., and Defendant SUNRIDGE MANAGEMENT GROUP, LLC., was in a superior position to appreciate such hazards and take necessary steps to prevent harm to invitees, tenants, and the public, including but not limited to DERRICK CRAIG.

65. At the above-mentioned time and place, the Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., by and through its agents and employees, breached its non-delegable duty to exercise reasonable care for the safety and protection of the invitees, including DERRICK CRAIG, and acted in a careless and negligent manner in various respects including but not limited to the following acts of omission or commission:

- a. Failing to provide adequate security for its invitees, tenants, and the public, including DERRICK CRAIG;
- b. Failing to warn its invitees, and the public, including DERRICK CRAIG of the nature and character of the surrounding area when it knew or in the exercise of reasonable care should have known that numerous criminal incidents of a similar nature to the one herein (i.e. crimes against persons) had occurred on the Defendant's premises prior to the subject incident;

c. Failing to warn, protect, guard, and secure the safety of its invitees, and of the public, including DERRICK CRAIG when Defendant knew or should have known that the subject premises had a history of similar criminal acts being committed in the area, thereby creating a dangerous condition to those individuals on the property of Defendant SUNRIDGE MANAGEMENT GROUP, LLC.;

d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for its invitees, and the public, when Defendant knew or should have known of foreseeable criminal acts on persons;

e. 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;

f. Failing to prepare and/or implement and/or properly implement adequate security policies, security measures, and security procedures necessary to protect DERRICK CRAIG and other invitees and members of the public;

g. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;

h. Failing to adequately provide an overall security plan that would meet known industry standards and customs for safety in the community;

i. Failing to provide a reasonably safe structural layout of the property upon purchasing said property;

j. Failing to adequately assess the levels of crime on the premises and in the area

k. The proceeding paragraphs "a" through "j", individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized by similar premises in the local community; and

l. Additional acts of negligence not yet discovered.

66. Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and/or employees, negligently failed to devise any procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; or in the alternative,

a. Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and employees did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred; however, the Defendant negligently and carelessly failed to implement said procedures; or in the alternative,

b. Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and employees, did have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented same in a careless and negligent manner.

67. At all material times, Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents and employees, negligently failed to hire persons, employees, companies, and/or agents reasonably suited for providing, implementing and maintaining proper security measures adequate to ensure the safety of its invitees and the public, including the areas of the premises where the subject incident occurred.

68. Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., through its agents, servants, and employees, created and/or allowed to be created said dangerous conditions as stated above on the subject premises. Further, the Defendant failed to warn its invitees, and the public, including

but not limited to DERRICK CRAIG, of the existence of said dangerous conditions; or in the alternative, did allow said dangerous conditions to exist for a sufficient length of time such that a reasonable inspection would have disclosed the danger.

69. The negligence of Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., proximately caused injury to DERRICK CRAIG, and directly led to the shooting, and subsequent injuries of DERRICK CRAIG 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 on the Defendant's premises without fear of being caught, discovered, and/or prosecuted; and,
- d. An atmosphere was created at the Defendant's premises, which facilitated the commission of crimes against persons.

70. As a direct and proximate result of Defendant's negligence, Plaintiff suffered bodily injury, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, aggravation of a pre-existing condition, lost wages, and the loss of the ability to earn money in the future. The losses are either permanent or continuing, and the Plaintiff will suffer the losses in the future.

71. WHEREFORE, Plaintiff, DERRICK CRAIG, demands judgment against the Defendant, SUNRIDGE MANAGEMENT GROUP, LLC., for damages, interest, costs, and any further relief to which Plaintiff is entitled under the applicable law and further demands trial by jury of all issued triable as of right by a jury.

COUNT V
NEGLIGENCE
(LIEGE SECURITY, LLC.)

72. Plaintiff re-alleges and re-avers paragraphs (1) through (15) above as if fully set forth herein, and further alleges:

73. At all material times, Defendant, LIEGE SECURITY, LLC., had entered into a written contract with the named Defendants, to provide security services at the subject premises.

74. LIEGE SECURITY, LLC., through their employees and/or agents was on the Subject Premises, providing security services, at the time that DERRICK CRAIG was attacked.

75. LIEGE SECURITY, LLC., was providing said services pursuant to a written contract, oral agreement, and/or ongoing relationship with one of the other named defendants.

76. The contract was a written agreement between LIEGE SECURITY, LLC., and one of the other named defendants that was in effect on February 14, 2025, and/or;

77. The contract was a written agreement between LIEGE SECURITY, LLC., and one of the other named defendants that had been in effect prior to February 14, 2025 which the parties continued to abide by up to and including February 14, 2025, and/or;

78. The contract was an ongoing agreement between LIEGE SECURITY, LLC., and one of the other named Defendants to provide security services at multiple properties which included the Subject Premises on February 14, 2025, and/or;

79. LIEGE SECURITY, LLC., assumed and/or undertook to provide security services, including guarding against crime, at the premises on and before February 14, 2025, and/or;

80. LIEGE SECURITY, LLC., had another agreement with one or both of the named defendants not yet discovered.

81. As a result of the arrangement between LIEGE SECURITY, LLC., and one of the other Defendants as described in preceding Counts of this Complaint, Defendant LIEGE SECURITY, LLC., owed a duty to:

- a. Tenants of the Subject Premises, and/or;
- b. Guests of the Subject Premises, and/or;
- c. People lawfully on the Subject Premises, and/or;
- d. Invitees of the Subject Premises, and/or;
- e. Licensees of the Subject Premises, and/or;
- f. Employees of the Subject Premises, and/or
- g. Members of the general Public upon the Subject Premises.

82. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees owed a duty to those persons described in Paragraph 81 of this Complaint to perform and/or fulfill their contractual duties in a reasonable manner.

83. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees owed a duty to those persons described in Paragraph 81 of this Complaint to perform and/or fulfill their assumed duties in a reasonable manner.

84. At all material times, the Defendant, LIEGE SECURITY, LLC.,, through its agents and employees owed a duty to those persons described in Paragraph 81 of this Complaint, to exercise reasonable and ordinary care to keep and maintain the premises in a condition reasonably safe for use by tenants, invitees, and the public. In particular, the Defendant had a contractual duty and/or assumed and/or undertook a duty to take such precautions as were reasonably necessary to protect tenants, invitees, and the public, including DERRICK CRAIG, from criminal attacks which were reasonably foreseeable.

85. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees, owed a duty to those persons described in Paragraph 81 of this Complaint to act carefully and to not put others at undue risk of harm.

86. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees, owed a duty to those persons described in Paragraph 81 of this Complaint to use reasonable care in protecting persons lawfully on the defined premises.

87. Further, among the duties which Defendant, LIEGE SECURITY, LLC., owed to those persons described in Paragraph 81 of this complaint were the duty to use reasonable care in:

- a. Protecting persons lawfully on the defined premises, and/or;
- b. Carrying out orders, policies, and procedures meant to keep people on the property safe from criminal activity, and/or;
- c. Assessing criminal risk on the defined premises, and/or;
- d. Designing and implementing a security plan for the defined premises, and/or;
- e. Scheduling Security shifts for the defined Premises, and/or;
- f. Observing and timely reporting of suspicious activity, risks, and criminal activity on the defined premises, and/or;
- g. Roving the defined premises, and/or;
- h. Monitoring the defined premises, and/or;
- i. Surveilling the defined premises, and/or;
- j. Manning shifts upon the defined premises, and/or;
- k. Keeping logs and reports of disorder, suspicious activity, or criminal activity upon the defined premises, and/or;

- l. Remaining visible upon the defined premises, and/or;
- m. Patrolling the defined premises, and/or;
- n. Enforcing rules and regulations upon the defined premises, and/or;
- o. Securing the defined premises, and/or;
- p. Maintaining the defined premises in a safe condition, and/or;
- q. Dispersing crowds from the defined premises, and/or;
- r. Reporting Suspicious or dangerous activity occurring on the defined premises, and/or;
- s. Timely contacting police regarding unacceptable activity upon the defined premises, and/or;
- t. Preventing crimes upon the defined premises, and/or;
- u. Reducing crimes on the defined premises, and/or;
- v. Deterring crimes on the defined premises, and/or;
- w. Responding to disturbances on the defined premises, and/or;
- x. Maintaining order on the defined premises, and/or;
- y. Keeping unwelcomed people and activities off of the defined premises, and/or;
- z. Ensuring that the mall/parking area was solely used for expected purposes, and/or;
- aa. Other duties not yet discovered.

88. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees, knew or in the exercise of reasonable care should have known that the premises, and areas adjacent thereto, was in a high crime area, that there had been numerous criminal acts and

attacks perpetrated on the public in said areas, and that criminal acts and attacks were reasonably likely to be perpetrated on tenants, invitees and the public unless the Defendant took steps to provide proper security for such individuals.

89. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees, knew or in the exercise of reasonable care should have known that numerous violent criminal acts including, but not limited to assaults, shootings, and robberies, had occurred on the premises and areas adjacent thereto prior to February 14, 2025.

90. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including DERRICK CRAIG, had within his/her power to take the measures necessary to provide for his/her own security on the premises.

91. At all material times the criminal attack on DERRICK CRAIG was reasonably foreseeable, and the Defendant, LIEGE SECURITY, LLC., was in a superior position to appreciate such hazards and take necessary steps to prevent harm to tenants, invitees, guests and the public, including but not limited to DERRICK CRAIG.

92. At the above-mentioned time and place, the Defendant, LIEGE SECURITY, LLC., by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of those persons named in Paragraph 86 of this Complaint, including, DERRICK CRAIG, and acted in a careless and negligent manner through the following acts of omission or commission:

- a. Failing to provide adequate security for tenants, invitees and the public, including DERRICK CRAIG;

b. Failing to warn tenants, invitees, guests, and the public, including DERRICK CRAIG, of the nature and character of the surrounding area when it knew or in the exercise of reasonable care should have known that numerous criminal incidents of a similar nature to the one herein (i.e. crimes against persons) had occurred on the premises prior to the herein incident;

c. Failing to warn, protect, guard, and secure the safety of tenants, invitees, and of the public, including DERRICK CRAIG, when the Defendant knew or should have known that the subject premises had a history of similar criminal acts being committed in the area, thereby creating a dangerous condition to those individuals on the property secured by NEXUS SECURITY FIRM, LLC.;

d. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for tenants, invitees, and the public, when Defendant knew or should have known of foreseeable criminal acts;

e. Failing to have a sufficient number of security guards in visible areas to deter crime, thereby protecting tenants, invitees, guests, and the public, including DERRICK CRAIG;

f. Failing to have an adequate number of security guards to protect tenants, invitees, and the public, including DERRICK CRAIG;

g. Failing to hire and/or retain competent security guards to protect tenants, invitees and the public, including DERRICK CRAIG;

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 tenants, invitees, and the public, including DERRICK CRAIG;

- i. Failing to prepare and/or implement and/or properly implement adequate security policies, security measures, and security procedures necessary to protect DERRICK CRAIG and other tenants, invitees and members of the public;
- j. Failing to take additional security measures after being put on notice that the security measures in force were inadequate;
- k. Failing to adequately provide an overall security plan that would meet the known industry standards and customs for safety in the community;
- l. Failing to make adequate security recommendations which would reasonably protect residents, invitees, guests, and the general public;
- m. The preceding paragraphs "a" through "l", individually and/or as a whole, represent strict deviations from the existing standard of care with regard to security as recognized in the local community;
- n. Additional acts of negligence not yet discovered.

93. Further, defendant, LIEGE SECURITY, LLC., by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of those persons named in Paragraph 81 of this Complaint, including DERRICK CRAIG, and acted in a careless and negligent manner through their acts of omission or commission regarding their contracted, assumed, and/or undertaken duties, including their failure to exercise reasonable care in:

- a. Protecting persons lawfully on the defined premises, and/or;
- b. Carrying out orders, policies, and procedures meant to keep people on the property safe from criminal activity, and/or;
- c. Assessing criminal risk on the defined premises, and/or;

- d. Designing and implementing a security plan for the defined premises, and/or;
- e. Scheduling Security shifts for the defined Premises, and/or;
- f. Observing and timely reporting of suspicious activity, risks, and criminal activity on the defined premises, and/or;
- g. Roving the defined premises, and/or;
- h. Monitoring the defined premises, and/or;
- i. Surveilling the defined premises, and/or;
- j. Manning shifts upon the defined premises, and/or;
- k. Keeping logs and reports of disorder, suspicious activity, or criminal activity upon the defined premises, and/or;
- l. Remaining visible upon the defined premises, and/or;
- m. Patrolling the defined premises, and/or;
- n. Enforcing rules and regulations upon the defined premises, and/or;
- o. Securing the defined premises, and/or;
- p. Maintaining the defined premises in a safe condition, and/or;
- q. Dispersing crowds from the defined premises, and/or;
- r. Reporting Suspicious or dangerous activity occurring on the defined premises, and/or;
- s. Timely contacting police regarding unacceptable activity upon the defined premises, and/or;
- t. Preventing crimes upon the defined premises, and/or;
- u. Reducing crimes on the defined premises, and/or;

- v. Deterring crimes on the defined premises, and/or;
- w. Responding to disturbances on the defined premises, and/or;
- x. Maintaining order on the defined premises, and/or;
- y. Keeping unwelcomed people and activities off of the defined premises, and/or;
- z. Ensuring that the mall/parking area was solely used for expected purposes, and/or;
- aa. Other acts of negligence not yet discovered.

94. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees, negligently failed to have any procedures governing the inspection, supervision, and/or security of the area where the subject incident occurred; or in the alternative,

- a. The Defendant, LIEGE SECURITY, LLC., through its agents and employees, did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred; however, the Defendant negligently and carelessly failed to implement those procedures; or in the alternative,
- b. The Defendant, LIEGE SECURITY, LLC., through its agents and employees, did have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented those procedures in a careless and negligent manner.

95. At all material times, the Defendant, LIEGE SECURITY, LLC., through its agents and employees, negligently failed to hire persons, employees, and/or agents reasonably suited for

providing, implementing and maintaining proper security measures adequate to ensure the safety of tenants, invitees, and the public, in the areas of the premises where the subject incident occurred.

96. Defendant, LIEGE SECURITY, LLC., through its agents, servants, and employees, created and/or allowed to be created dangerous conditions as stated above on the subject premises. Further, the Defendant failed to warn tenants, invitees, and the public, including but not limited to DERRICK CRAIG, of the existence of dangerous conditions; or in the alternative, did allow dangerous conditions to exist for a sufficient length of time such that a reasonable inspection would have disclosed the danger.

97. The negligence of the Defendant proximately caused injury to DERRICK CRAIG and directly led to the criminal attack on and injury of DERRICK CRAIG 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 on the premises without fear of being caught, discovered, and/or prosecuted; and,
- d. An atmosphere was created at the premises which facilitated the commission of crimes against persons.

98. As a direct and proximate result of Defendant, LIEGE SECURITY, LLC., negligence, DERRICK CRAIG, suffered severe bodily harm.

99. As a direct and proximate result of Defendant's negligence, Plaintiff suffered bodily injury, resulting in pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, aggravation

of a pre-existing condition, lost wages, and the loss of the ability to earn money in the future. The losses are either permanent or continuing, and the Plaintiff will suffer the losses in the future.

100. WHEREFORE, Plaintiff, DERRICK CRAIG, demands judgment against the Defendant, LIEGE SECURITY, LLC., for damages, interest, costs, and any further relief to which Plaintiff is entitled under the applicable law and further demands trial by jury of all issued triable as of right by a jury.

DEMAND FOR JURY TRIAL

Plaintiff, DERRICK CRAIG, hereby demands trial by jury of all issues so triable as a matter of right.

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