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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI DADE COUNTY, FLORIDA

CASE NO.:

CHIO OBUMSELI, as Personal Representative
of the Estate of CHRISTIAN OBUMSELI, deceased, for
and on behalf of all survivors,

Plaintiff,

v.

ONE PARAISO CONDOMIUM ASSOCIATION INC.,
ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL
INVESTMENT, INC, FIRST SERVICE RESIDENTIAL, INC.,
UNIVERSAL PROTECTION SERVICE, LLC D/B/A
ALLIED UNIVERSAL SECURITY SERVICES, LLC.,
and COURTNEY CLENNEY,

Defendants.
_____/

COMPLAINT

Plaintiff, CHIO OBUMSELI, soon to be appointed as the Personal Representative for the Estate of CHRISTIAN OBUMSELI, deceased, hereby sues Defendants, ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, INC, ONE PARAISO CONDOMIUM ASSOCIATION INC., FIRST SERVICE RESIDENTIAL, INC., UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC., and COURTNEY CLENNEY and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action for damages in excess of $50,000.00, exclusive of interest, costs, and attorney's fees.

2. Plaintiff, CHIO OBUMSELI will soon be the duly appointed, qualified, and acting Personal Representative of the Estate of CHRISTIAN OBUMSELI and is the proper party to bring this action for Wrongful Death pursuant to Fla. Stat. §§. 768.16-26.

3. At the time of his death, and at all material times, Decedent, CHRISTIAN OBUMSELI, resided at the subject premises at 3131 NE 7th Ave, Unit 2201, Miami, FL 33137 in Miami-Dade County Florida.

4. The Estate of CHRISTIAN OBUMSELII will be pending in Miami-Dade County, Florida.

5. At all materials times, Defendant, ALEROS CAPITAL INVESTMENT, INC, owned, operated, management, maintained, and/or controlled the premises whose principal address is 3131 NE 7th Ave, Unit 2201, Miami, FL 33137, including its common areas ("subject premise").

6. At all materials times, Defendant, ONE PARAISO CONDOMIUM ASSOCIATION INC., was and is a Florida For Profit corporation whose principal address is 3131 NE 7th Avenue MIAMI, FL 33137.

7. At all materials times, Defendant, ONE PARAISO CONDOMIUM ASSOCIATION INC., operated, managed, maintained, or controlled the condominium complex, (including its common areas) with a primary address of 3131 NE 7th Ave, Miami, FL 33137, more commonly known as One Paraiso ("subject building").

8. At all materials times, Defendant, FIRST SERVICE RESIDENTIAL, INC., is a Foreign Profit Corporation whose principal address is 1855 Griffin Road, Suite A-330 DANIA BEACH, FL 33004.

9. At all materials times, Defendant, FIRST SERVICE RESIDENTIAL, INC., operated, managed, maintained, or controlled the condominium complex (including its common areas)

with a primary address of 3131 NE 7th Ave, Miami, FL 33137, more commonly known as One Paraiso.

10. At all materials times, Defendant, ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, was and is a Florida For Profit corporation whose principal address is in Fort Myers Florida and who was and is authorized to business in Miami-Dade County, Florida.

11. At all materials times, Defendant, UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC, was and is a Florida For Profit corporation whose principal address is 161 Washington Street, Suite 600, Consohocken, PA 19428 and who was and is authorized to business in Miami-Dade County, Florida.

12. At all material times, Defendant, UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC, was providing security services to the subject building, One Paraiso.

13. At all material times, Defendant, COURTNEY CLENNEY, was a resident of Miami-Dade County, Florida and resided at the subject premises 3131 NE 7th Ave, Unit 2201, Miami FL with Decedent, CHRISTRIAN OBUMSELI.

14. On or about April 3, 2022, CHRISTIAN OBUMSELI, deceased, was lawfully in One Paraiso, the subject building, located at 3131 NE 7th Ave, Unit 2201, Miami, FL 33137.

15. On or about April 3, 2022, CHRISTIAN OBUMSELI, deceased, was fatally stabbed while within the subject premises within One Paraiso.

16. Venue is prior in this Court because the incident giving rise to the claims within this Complaint occurred within Miami-Dade County, Florida.

COUNT I
NEGLIGENCE CLAIM AGAINST ALEROS REAL ESTATE LLC

D/B/A ALEROS CAPITAL INVESTMENT

17. The Plaintiff re-alleges paragraphs 1 through 16.

18. At all material times, ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, through its agents and employees, owed a duty to the residents and invitees of the subject premises to exercise reasonable and ordinary care to keep and maintain subject premises in a reasonably safe condition. In particular, ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT had a duty to take such precautions as were reasonably necessary to protect the subject premises' residents and invitees, including CHRISTIAN OBUMSELI, deceased, from reasonably foreseeable criminal attacks.

19. ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including CHRISTIAN OBUMSELI, deceased, had it within their power to take the measures necessary to provide for their own security on the premises.

20. In light of the foregoing, at all material times, the criminal attack and stabbing of CHRISTIAN OBUMSELI, deceased was reasonably foreseeable and ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

21. ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of its residents and invitees, including CHRISTIAN OBUMSELI, deceased, and acted in a careless and negligent manner through the following acts of omission or commission:

a. Failing to provide adequate security for subject premises residents, invitees, and the public;

b. Failing to warn, protect, guard, and secure the safety of subject premises residents,

invitees, and the public;

c. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for subject premises residents, invitees, and the public;

d. Failing to hire and/or retain adequate security personnel to patrol and/or monitor the premises;

e. Failing to have a sufficient number of guards in visible areas to deter crime;

f. Failing to have an adequate number of security guards to protect subject premises residents, invitees, and the public;

g. Failing to hire and/or retain competent security guards to protect subject premises residents, 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 subject premises residents, invitees, and the public;

i. Failing to implement adequate security policies, security measures, and security procedures necessary to protect subject premises residents, invitees, and 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 subject premises.

l. The preceding paragraphs "A" through "K", 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;

m. Additional acts of negligence not yet discovered.

22. ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, 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 ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT did in fact have procedures governing the inspection, supervision, and security of the area where the subject

incident occurred, but implemented said procedures in a careless and negligent manner.

23. At all material times, ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, through its agents and employees, negligently failed to hire persons, employees, and/or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of subject premises residents, invitees, and the public.

24. ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, through its agents and employees, created and/or allowed to be created said dangerous conditions on the subject premises. Further, ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT failed to warn subject premises residents, invitees, and the public, including CHRISTIAN OBUMSELI, deceased, 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.

25. The negligence of ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT proximately caused injury to CHRISTIAN OBUMSELI, deceased, and directly led to his criminal attack 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 the subject premises without fear of being caught, discovered, or prosecuted; and/or

d. An atmosphere was created at subject premises that facilitated the commission of crimes against persons.

26. As a direct and proximate result of the Defendant's negligence, the Defendant is liable to the Plaintiff for all damages to the Estate and survivors and beneficiaries entitled under the Florida

Wrongful Death Statute, pursuant to Florida Statutes Section 768.21. Specifically, the decedent's Estate, beneficiaries, and his survivors, have suffered and will continue to suffer damages into the future including, as authorized and allowed under the Wrongful Death Act, Section 768.16 et seq. Florida Statutes:

a. The past and future mental pain and suffering of decedent CHRISTIAN OBUMSELI's survivors;
b. The past and future loss of decedent CHRISTIAN OBUMSELI's support and services to his survivors;
c. Expenses of medical care and funeral arrangements arising from the injury and death of CHRISTIAN OBUMSELI;
d. Loss of decedent's prospective net accumulations;
e. Loss of inheritable estate; and
f. Any and all other damages specified in Florida Statute Section 768.21.

WHEREFORE, CHIO OBUMSELII, soon to be appointed as the Personal Representative for the Estate of CHRISTIAN OBUMSELII, sues Defendant, ALEROS REAL ESTATE LLC D/B/A ALEROS CAPITAL INVESTMENT, and demands trial by jury and judgment against it for damages exclusive of attorney fees, costs, and interest, in an amount in excess of the jurisdictional limits of this Court.

COUNT II
NEGLIGENCE CLAIM AGAINST
ONE PARAISO CONDOMIUM ASSOCIATION INC

27. The Plaintiff re-alleges paragraphs 1 through 16.

28. At all material times, ONE PARAISO CONDOMIUM ASSOCIATION INC, through its agents and employees, owed a duty to the residents and invitees of the subject building to exercise

reasonable and ordinary care to keep and maintain subject building in a reasonably safe condition. In particular, ONE PARAISO CONDOMIUM ASSOCIATION INC had a duty to take such precautions as were reasonably necessary to protect the subject building's residents and invitees, including CHRISTIAN OBUMSELI, deceased, from reasonably foreseeable criminal attacks.

29. ONE PARAISO CONDOMIUM ASSOCIATION INC, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including CHRISTIAN OBUMSELI, deceased, had it within their power to take the measures necessary to provide for their own security on the premises.

30. In light of the foregoing, at all material times, the criminal attack and stabbing of CHRISTIAN OBUMSELI, deceased was reasonably foreseeable and ONE PARAISO CONDOMIUM ASSOCIATION INC was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

31. ONE PARAISO CONDOMIUM ASSOCIATION INC, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of subject building's residents and invitees, including CHRISTIAN OBUMSELI, deceased, and acted in a careless and negligent manner through the following acts of omission or commission:

a. Failing to provide adequate security for subject building's residents, invitees, and the public;

b. Failing to warn, protect, guard, and secure the safety of subject building's residents, invitees, and the public;

c. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for subject building's residents, invitees, and the public;

d. Failing to hire and/or retain adequate security personnel to patrol and/or monitor

the premise;

e. Failing to have a sufficient number of guards in visible areas to deter crime;

f. Failing to have an adequate number of security guards to protect subject building's residents, invitees, and the public;

g. Failing to hire and/or retain competent security guards to protect subject building's residents, 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 subject building's residents, invitees, and the public;

i. Failing to implement adequate security policies, security measures, and security procedures necessary to protect subject building's residents, invitees, and 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 subject building.

l. The preceding paragraphs "A" through "K", 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;

m. Additional acts of negligence not yet discovered.

32. ONE PARAISO CONDOMIUM ASSOCIATION INC, 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 ONE PARAISO CONDOMIUM ASSOCIATION INC did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented said procedures in a careless and negligent manner.

33. At all material times, ONE PARAISO CONDOMIUM ASSOCIATION INC, through its agents and employees, negligently failed to hire persons, employees, and/or agents reasonably

suited for providing, implementing, and maintaining proper security measures to ensure the safety of subject building's residents, invitees, and the public.

34. ONE PARAISO CONDOMIUM ASSOCIATION INC, through its agents and employees, created and/or allowed to be created said dangerous conditions on the subject premises. Further, ONE PARAISO CONDOMIUM ASSOCIATION INC failed to warn subject building's residents, invitees, and the public, including CHRISTIAN OBUMSELI, deceased, 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.

35. The negligence of ONE PARAISO CONDOMIUM ASSOCIATION INC proximately caused injury to CHRISTIAN OBUMSELI, deceased, and directly led to his criminal attack 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 subject building without fear of being caught, discovered, or prosecuted; and/or

d. An atmosphere was created at the subject premises that facilitated the commission of crimes against persons.

36. As a direct and proximate result of the Defendant's negligence, the Defendant is liable to the Plaintiff for all damages to the Estate and survivors and beneficiaries entitled under the Florida Wrongful Death Statute, pursuant to Florida Statutes Section 768.21. Specifically, the decedent's Estate, beneficiaries, and his survivors, have suffered and will continue to suffer damages into the future including, as authorized and allowed under the Wrongful Death Act, Section 768.16 et

seq. Florida Statutes:

a. The past and future mental pain and suffering of decedent CHRISTIAN OBUMSELI's survivors;

b. The past and future loss of decedent CHRISTIAN OBUMSELI's support and services to his survivors;

c. Expenses of medical care and funeral arrangements arising from the injury and death of CHRISTIAN OBUMSELI;

d. Loss of decedent's prospective net accumulations;

e. Loss of inheritable estate; and

f. Any and all other damages specified in Florida Statute Section 768.21.

WHEREFORE, CHIO OBUMSELII, soon to be appointed as the Personal Representative for the Estate of CHRISTIAN OBUMSELII, sues Defendant, ONE PARAISO CONDOMIUM ASSOCIATION INC, and demands trial by jury and judgment against it for damages exclusive of attorney fees, costs, and interest, in an amount in excess of the jurisdictional limits of this Court.

COUNT III
NEGLIGENCE CLAIM AGAINST FIRST SERVICE RESIDENTIAL, INC

37. The Plaintiff re-alleges paragraphs 1 through 16.

38. At all material times, FIRST SERVICE RESIDENTIAL, INC, through its agents and employees, owed a duty to the residents and invitees of subject building to exercise reasonable and ordinary care to keep and maintain subject building in a reasonably safe condition. In particular, FIRST SERVICE RESIDENTIAL, INC had a duty to take such precautions as were reasonably necessary to protect the subject building's residents and invitees, including CHRISTIAN OBUMSELI, deceased, from reasonably foreseeable criminal attacks.

39. FIRST SERVICE RESIDENTIAL, INC, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including CHRISTIAN OBUMSELI, deceased, had it within their power to take the measures necessary to provide for their own security on the premises.

40. In light of the foregoing, at all material times, the criminal attack and stabbing of CHRISTIAN OBUMSELI, deceased was reasonably foreseeable and FIRST SERVICE RESIDENTIAL, INC was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

41. FIRST SERVICE RESIDENTIAL, INC, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of subject building's residents and invitees, including CHRISTIAN OBUMSELI, deceased, and acted in a careless and negligent manner through the following acts of omission or commission:

a. Failing to provide adequate security for subject building's residents, invitees, and the public;

b. Failing to warn, protect, guard, and secure the safety of subject building's residents, invitees, and the public;

c. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for subject building's residents, invitees, and the public;

d. Failing to hire and/or retain adequate security personnel to patrol and/or monitor the subject building;

e. Failing to have a sufficient number of guards in visible areas to deter crime;

f. Failing to have an adequate number of security guards to protect subject building's residents, invitees, and the public;

g. Failing to hire and/or retain competent security guards to protect subject building's residents, 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 subject building's residents, invitees, and the public;

i. Failing to implement adequate security policies, security measures, and security procedures necessary to protect subject building's residents, invitees, and 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 subject building.

l. The preceding paragraphs "A" through "K", 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;

m. Additional acts of negligence not yet discovered.

42. FIRST SERVICE RESIDENTIAL, INC, 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 FIRST SERVICE RESIDENTIAL, INC did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented said procedures in a careless and negligent manner.

43. At all material times, FIRST SERVICE RESIDENTIAL, INC, through its agents and employees, negligently failed to hire persons, employees, and/or agents reasonably suited for providing, implementing, and maintaining proper security measures to ensure the safety of subject building's residents, invitees, and the public.

44. FIRST SERVICE RESIDENTIAL, INC, through its agents and employees, created and/or allowed to be created said dangerous conditions on the subject building. Further, FIRST SERVICE RESIDENTIAL, INC failed to warn subject building residents, invitees, and the

public, including CHRISTIAN OBUMSELI, deceased, 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.

45. The negligence of FIRST SERVICE RESIDENTIAL, INC proximately caused injury to CHRISTIAN OBUMSELI, deceased, and directly led to his criminal attack 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 subject building without fear of being caught, discovered, or prosecuted; and/or

d. An atmosphere was created at subject building that facilitated the commission of crimes against persons.

46. As a direct and proximate result of the Defendant's negligence, the Defendant is liable to the Plaintiff for all damages to the Estate and survivors and beneficiaries entitled under the Florida Wrongful Death Statute, pursuant to Florida Statutes Section 768.21. Specifically, the decedent's Estate, beneficiaries, and his survivors, have suffered and will continue to suffer damages into the future including, as authorized and allowed under the Wrongful Death Act, Section 768.16 et seq. Florida Statutes:

a. The past and future mental pain and suffering of decedent CHRISTIAN OBUMSELI's survivors;

b. The past and future loss of decedent CHRISTIAN OBUMSELI's support and services to his survivors;

c. Expenses of medical care and funeral arrangements arising from the injury and death of CHRISTIAN OBUMSELI;

d. Loss of decedent's prospective net accumulations;

e. Loss of inheritable estate; and

f. Any and all other damages specified in Florida Statute Section 768.21.

WHEREFORE, CHIO OBUMSELII, soon to be appointed as the Personal Representative for the Estate of CHRISTIAN OBUMSELII, sues Defendant, FIRST SERVICE RESIDENTIAL, INC, and demands trial by jury and judgment against it for damages exclusive of attorney fees, costs, and interest, in an amount in excess of the jurisdictional limits of this Court.

COUNT IV
NEGLIGENCE CLAIM AGAINST
UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC

47. The Plaintiff re-alleges paragraphs 1 through 16.

48. At all material times, UNIVERSAL PROTECTION SERVICE, LL D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC (hereafter "ALLIED UNIVERSAL SECURITY SERVICES, LLC"), through its agents and employees, owed a duty to the residents and invitees of subject building to exercise reasonable and ordinary care to keep and maintain subject building in a reasonably safe condition. In particular, ALLIED UNIVERSAL SECURITY SERVICES, LLC had a duty to take such precautions as were reasonably necessary to protect the subject building's residents and invitees, including CHRISTIAN OBUMSELI, deceased, from reasonably foreseeable criminal attacks.

49. ALLIED UNIVERSAL SECURITY SERVICES, LLC, through its agents and employees, knew or in the exercise of reasonable care should have known that no individual, including CHRISTIAN OBUMSELI, deceased, had it within their power to take the measures necessary to provide for their own security on the premises.

50. In light of the foregoing, at all material times, the criminal attack and stabbing of CHRISTIAN OBUMSELI, deceased was reasonably foreseeable and ALLIED UNIVERSAL SECURITY SERVICES, LLC was in a superior position to appreciate such hazards and take necessary steps to prevent such harm.

51. ALLIED UNIVERSAL SECURITY SERVICES, LLC, by and through its agents and employees, breached its duty to exercise reasonable care for the safety and protection of subject building's residents and invitees, including CHRISTIAN OBUMSELI, deceased, and acted in a careless and negligent manner through the following acts of omission or commission:

a. Failing to provide adequate security for subject building's residents, invitees, and the public;

b. Failing to warn, protect, guard, and secure the safety of subject building's residents, invitees, and the public;

c. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for subject building's residents, invitees, and the public;

d. Failing to hire and/or retain adequate security personnel to patrol and/or monitor the subject building;

e. Failing to have a sufficient number of guards in visible areas to deter crime;

f. Failing to have an adequate number of security guards to protect subject building's residents, invitees, and the public;

g. Failing to hire and/or retain competent security guards to protect subject building's residents, 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 subject building's residents, invitees, and the public;

i. Failing to implement adequate security policies, security measures, and security procedures necessary to protect subject building's residents, invitees, and 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 subject building.

l. The preceding paragraphs "A" through "K", 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;

m. Additional acts of negligence not yet discovered.

52. ALLIED UNIVERSAL SECURITY SERVICES, 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 ALLIED UNIVERSAL SECURITY SERVICES, LLC did in fact have procedures governing the inspection, supervision, and security of the area where the subject incident occurred, but implemented said procedures in a careless and negligent manner.

53. At all material times, ALLIED UNIVERSAL SECURITY SERVICES, 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 to ensure the safety of subject building's residents, invitees, and the public.

54. ALLIED UNIVERSAL SECURITY SERVICES, LLC, through its agents and employees, created and/or allowed to be created said dangerous conditions on the subject building. Further, ALLIED UNIVERSAL SECURITY SERVICES, LLC failed to warn subject building's residents, invitees, and the public, including CHRISTIAN OBUMSELI, deceased, 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 ALLIED UNIVERSAL SECURITY SERVICES, LLC proximately

caused injury to CHRISTIAN OBUMSELI, deceased, and directly led to his criminal attack 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 subject building without fear of being caught, discovered, or prosecuted; and/or

d. An atmosphere was created at subject building that facilitated the commission of crimes against persons.

56. As a direct and proximate result of the Defendant's negligence, the Defendant is liable to the Plaintiff for all damages to the Estate and survivors and beneficiaries entitled under the Florida Wrongful Death Statute, pursuant to Florida Statutes Section 768.21. Specifically, the decedent's Estate, beneficiaries, and his survivors, have suffered and will continue to suffer damages into the future including, as authorized and allowed under the Wrongful Death Act, Section 768.16 et seq. Florida Statutes:

a. The past and future mental pain and suffering of decedent CHRISTIAN OBUMSELI's survivors;

b. The past and future loss of decedent CHRISTIAN OBUMSELI's support and services to his survivors;

c. Expenses of medical care and funeral arrangements arising from the injury and death of CHRISTIAN OBUMSELI;

d. Loss of decedent's prospective net accumulations;

e. Loss of inheritable estate; and

f. Any and all other damages specified in Florida Statute Section 768.21.

WHEREFORE, CHIO OBUMSELII, soon to be appointed as the Personal Representative for the Estate of CHRISTIAN OBUMSELII, sues the Defendant, UNIVERSAL PROTECTION SERVICE, LL D/B/A ALLIED UNIVERSAL SECURITY SERVICES, LLC, and demands trial by jury and judgment against it for damages exclusive of attorney fees, costs, and interest, in an amount in excess of the jurisdictional limits of this Court.

COUNT V
NEGLIGENCE CLAIM AGAINST COURTNEY CLENNEY

57. The Plaintiff re-alleges paragraphs 1 through 16.

58. At all material times, COURTNEY CLENNEY, owed a duty to decedent CHRISTIAN OBUMSELI of reasonable care.

59. At all material times, COURTNEY CLENNEY, owed a duty to decedent CHRISTIAN OBUMSELI to maintain the subject premises in a safe and danger-free manner.

60. COURTNEY CLENNEY breached her duty to exercise reasonable care for the safety and protection of CHRISTIAN OBUMSELI, deceased, and acted in a careless and negligent manner through the following acts of omission or commission:

a. Failing to provide adequate security for subject building's residents, invitees, and the public;

b. Failing to warn, protect, guard, and secure the safety of subject building's residents, invitees, and the public;

c. Failing to police, patrol, guard, deter, and otherwise provide adequate protection for subject building's residents, invitees, and the public;

d. Failing to hire and/or retain adequate security personnel to patrol and/or monitor the subject building;

e. Failing to have a sufficient number of guards in visible areas to deter crime;

f. Failing to have an adequate number of security guards to protect subject building's residents, invitees, and the public;

g. Failing to hire and/or retain competent security guards to protect subject building's residents, 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 subject building's residents, invitees, and the public;

i. Failing to implement adequate security policies, security measures, and security procedures necessary to protect subject building's residents, invitees, and 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 subject building.

l. The preceding paragraphs "A" through "K", 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;

m. Additional acts of negligence not yet discovered.

61. COURTNEY CLENNEY created and/or allowed to be created said dangerous conditions. Further, COURTNEY CLENNEY failed to warn subject building's residents, invitees, and the public, including CHRISTIAN OBUMSELI, deceased, 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.

62. The negligence of COURTNEY CLENNEY proximately caused injury to CHRISTIAN OBUMSELI, deceased, and directly led to his criminal attack 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 subject building without fear of being caught, discovered, or prosecuted; and/or

d. An atmosphere was created at subject building that facilitated the commission of crimes against persons.

63. As a direct and proximate result of the Defendant's negligence, the Defendant is liable to the Plaintiff for all damages to the Estate and survivors and beneficiaries entitled under the Florida Wrongful Death Statute, pursuant to Florida Statutes Section 768.21. Specifically, the decedent's Estate, beneficiaries, and his survivors, have suffered and will continue to suffer damages into the future including, as authorized and allowed under the Wrongful Death Act, Section 768.16 et seq. Florida Statutes:

a. The past and future mental pain and suffering of decedent CHRISTIAN OBUMSELI's survivors;

b. The past and future loss of decedent CHRISTIAN OBUMSELI's support and services to his survivors;

c. Expenses of medical care and funeral arrangements arising from the injury and death of CHRISTIAN OBUMSELI;

d. Loss of decedent's prospective net accumulations;

e. Loss of inheritable estate; and

f. Any and all other damages specified in Florida Statute Section 768.21.

WHEREFORE, CHIO OBUMSELII, soon to be appointed as the Personal Representative for the Estate of CHRISTIAN OBUMSELII, sues Defendant, COURTNEY CLENNEY, and demands trial by jury and judgment against it for damages exclusive of attorney fees, costs, and interest, in an amount in excess of the jurisdictional limits of this Court.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues triable as a right by jury.

DATED this 17th day of March, 2023.

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