

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

Index No. \_\_\_\_\_  
Date filed: \_\_\_\_\_  
Plaintiff designates  
**NEW YORK** County  
the place of trial.  
Basis of venue:  
defendant's address

-----x  
MARK PEREZ,  
Plaintiff,

- against -

BEACH CONCERTS, INC., LIVE NATION  
WORLDWIDE, INC., LIVE NATION MARKETING,  
INC., LIVE NATION GLOBAL VENUES AND  
PROPERTIES, INC., and MICHAEL J. BROGDEN,

Defendants.

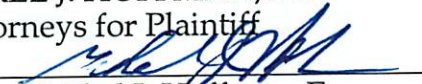
**S U M M O N S**

Plaintiff's residence:  
91 39<sup>th</sup> Street  
Islip, New York 11751  
County of Suffolk

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**TO THE ABOVE NAMED DEFENDANTS**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this Summons, to serve a Notice of Appearance on the plaintiffs' attorneys, within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint together with the costs of this action.

DATED: BABYLON, NEW YORK  
August 10, 2013

MIKEL J. HOFFMAN, PC  
Attorneys for Plaintiff  
BY: 

Defendants' address:  
LIVE NATION MARKETING, INC. AND  
LIVE NATION WORLDWIDE, INC.  
c/o Corporate Creations Network Inc.  
15 North Mill Street  
Nyack, New York 10960

Mikel J. Hoffman, Esq.  
193 East Main Street  
Babylon, New York 11702  
(631) 661-2121

BEACH CONCERTS, INC.  
c/o Corporate Service Company  
80 State Street  
Albany, New York 12207-2543

LIVE NATION GLOBAL VENUES AND PROPERTIES, INC.  
220 West 42<sup>nd</sup> Street  
New York, New York 10036

MICHAEL J. BROGDEN  
3 Overhill Road  
Shoreham, New York 11786

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

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MARK PEREZ,

Plaintiff,

- against -

BEACH CONCERTS, INC., LIVE NATION  
WORLDWIDE, INC., LIVE NATION MARKETING,  
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**VERIFIED COMPLAINT**

Plaintiff, by his attorney, MIKEL J. HOFFMAN, ESQ., complaining of the defendants herein, respectfully shows to this Court and alleges as follows:

1. At all times hereinafter mentioned, plaintiff was and still is a resident of the County of Suffolk, State of New York.

2. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, INC. (hereinafter referred to as "BEACH CONCERTS") is a domestic corporation pursuant to the laws of the State of New York.

3. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, was a foreign corporation.

4. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, was a foreign corporation duly authorized to conduct business in the State of New York.

5. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, was doing business in the City, County and State of New York.

6. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, had offices at 220 West 42<sup>nd</sup> Street, New York, New York 10036.

7. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, promotes and manages business and entertainment events.

8. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, is, or formally was, a Licensee under a Concession License (hereinafter referred to as "The License") with the State of New York.

9. Upon information and belief, at all times hereinafter mentioned, the defendant, BEACH CONCERTS, pursuant to The License, operates, manages and maintains a facility commonly known as Jones Beach Marine Theatre (hereinafter referred to as the "Facility") at Jones Beach State Park, Wantagh, New York.

10. Upon information and belief, at all times hereinafter mentioned, The License number issued by the State of New York is X000381.

11. Upon information and belief, at all times hereinafter mentioned, The License was issued February 28, 2000.

12. Upon information and belief, at all times hereinafter mentioned, The License, with amendments thereto, continues to be in full force and effect.

13. Upon information and belief, at all times hereinafter mentioned, BEACH CONCERTS is currently an inactive corporation under the laws of the State of New York.

14. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, INC. (hereinafter referred to as "LIVE

NATION WORLDWIDE”) is a domestic corporation pursuant to the laws of the State of New York.

15. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, is a foreign corporation.

16. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, is a foreign corporation duly authorized to conduct business in the State of New York.

17. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, is doing business in the City, County and State of New York.

18. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, has an office at 220 West 42<sup>nd</sup> Street, New York, New York 10036.

19. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, promotes and manages business and entertainment events.

20. Upon information and belief, at all times hereinafter mentioned, on or about December 23, 2008, BEACH CONCERTS merged with LIVE NATION WORLDWIDE.

21. Upon information and belief, at all times hereinafter mentioned, on or about December 23, 2008, BEACH CONCERTS merged with LIVE NATION WORLDWIDE in compliance with the laws of the State of New York.

22. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, is the surviving corporation of BEACH CONCERTS.

23. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, as a result of the merger, is a successor-in-interest to BEACH CONCERTS.

24. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, as successor-in-interest to BEACH CONCERTS, is a Licensee under The License.

25. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, is a Licensee under The License.

26. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, pursuant to The License, operates, manages and maintains the Facility.

27. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION WORLDWIDE, promotes and manages business and entertainment events at the Facility.

28. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION MARKETING, INC., (hereinafter referred to as "LIVE NATION MARKETING") is a domestic corporation pursuant to the laws of the State of New York.

29. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION MARKETING, is a foreign corporation.

30. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION MARKETING, is a foreign corporation duly authorized to conduct business in the State of New York.

31. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION MARKETING, is doing business in the City, County and State of New York.

32. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION MARKETING, has an office at 220 West 42<sup>nd</sup> Street, New York, New York 10036

33. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION MARKETING, promotes and manages business and entertainment events.

34. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION MARKETING, promotes and manages business and entertainment events at The Facility.

35. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION GLOBAL VENUES AND PROPERTIES, INC., (hereinafter referred to as "LIVE NATION GLOBAL") is a domestic corporation pursuant to the laws of the State of New York.

36. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION GLOBAL, is a foreign corporation.

37. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION GLOBAL, is a foreign corporation duly authorized to conduct business in the State of New York.

38. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION GLOBAL, is doing business in the City, County and State of New York.

39. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION GLOBAL, has an office at 220 West 42<sup>nd</sup> Street, New York, New York 10036.

40. Upon information and belief, at all times hereinafter mentioned, the defendant, LIVE NATION GLOBAL, is a guarantor of The License.

41. Defendants, BEACH CONCERTS, LIVE NATION WORLDWIDE, LIVE NATION MARKETING, and LIVE NATION GLOBAL are collectively hereinafter referred to as "The Live Nation Defendants."

42. Upon information and belief, at all times hereinafter mentioned, The Live Nation Defendants are operated and managed by separate boards of directors.

43. Upon information and belief, at all times hereinafter mentioned, The Live Nation Defendants share board of director members.

44. Upon information and belief, at all times hereinafter mentioned, The Live Nation Defendants are operated and managed by a common board of directors.

45. Upon information and belief, at all times hereinafter mentioned, The Live Nation Defendants, pursuant to The License, operate, manage and maintain the Facility.

46. Upon information and belief, at all times hereinafter mentioned, The Live Nation Defendants, promote and manage business and entertainment events at the Facility.

47. Upon information and belief, at all times hereinafter mentioned, The Live Nation Defendants, individually or collectively, offer sponsorships to vendors to display their products at The Facility during events hosted by The Live Nation Defendants.

48. Upon information and belief, Best Buy, a vendor, entered into an agreement with defendant, LIVE NATION MARKETING, allowing Best Buy to display its products and/or services at a vendor's booth at the Facility.

49. Upon information and belief, on or before June 26, 2013, Best Buy was authorized to assemble its vendor's booth (hereinafter referred to as the "booth") pursuant to the agreement between LIVE NATION MARKETING and Best Buy.

50. Best Buy was authorized to assemble its booth at the Facility with the authorization, supervision and consent of The Live Nation Defendants, either individually or collectively.

51. At all times hereinafter mentioned, on or before June 26, 2013, Best Buy, began assembling its booth at the Facility subject to the control, authorization and consent of The Live Nation Defendants, either individually or collectively.

52. On June 26, 2013, plaintiff, MARK PEREZ, on behalf of Best Buy, commenced assembling the Best Buy booth at the Facility.

53. Upon information and belief, at all times hereinafter mentioned, defendant, MICHAEL J. BROGDEN, (hereinafter referred to as "BROGDEN") was employed by BEACH CONCERTS.

54. Upon information and belief, at all times hereinafter mentioned, defendant, MICHAEL J. BROGDEN, (hereinafter referred to as "BROGDEN") was employed by LIVE NATION WORLDWIDE.

55. Upon information and belief, at all times hereinafter mentioned, defendant, MICHAEL J. BROGDEN, (hereinafter referred to as "BROGDEN") was employed by LIVE NATION MARKETING.

56. Upon information and belief, at all times hereinafter mentioned, defendant BROGDEN'S job duties included, but were not limited to, performing certain



work and/or tasks at the Facility, to wit: operate a forklift at the Facility to assist vendors, and in particular this plaintiff, in assembling Best Buy's booth.

57. That on June 26, 2013 at approximately 2:30 p.m. while plaintiff, MARK PEREZ, was lawfully at the Facility, standing on the booth, a scaffold-type structure, approximately 10 feet from the ground, was caused to plummet to the ground.

58. That on June 26, 2013 at approximately 2:30 p.m. MARK PEREZ was caused to plummet to the ground when a forklift, operated by defendant, BROGDEN, suddenly and without warning, came in contact with the booth in which plaintiff was standing.

59. Defendant, BROGDEN, was directed by The Live Nation Defendants, either individually or collectively, to assist MARK PEREZ in assembling the Best Buy booth.

60. That as a result of the incident described above, plaintiff was severely injured and suffered great pain.

61. The Live Nation Defendants, either individually or collectively, as promoters and managers of the event held at the Facility on June 26, 2013, by their agents, servants and/or employees and defendant, BROGDEN, were negligent and careless in failing to provide a safe place for plaintiff to work; in failing and neglecting to warn plaintiff of the dangerous condition that existed thereat; in failing and neglecting to keep the work area free from any hazards or traps; in failing to operate the forklift in a safe and proper manner; in failing to implement safety procedures; in failing to follow safety procedures; in failing to properly inspect the work area; in disregarding safety rules and regulations; in failing to supervise; in failing to implement

supervisory procedures; and in otherwise conducting themselves in a dangerous and reckless manner and thereby causing the accident which resulted in plaintiff's injuries.

62. At all relevant times, defendants were in violation of the statutory duties of Sections 200, 240 and 241 of the New York Labor Law.

63. That by reason of the foregoing, plaintiff was severely injured and damaged, rendered sick, sore, lame and disabled, sustained severe head injury; brain damage; head trauma; fractures; nervous shock and mental anguish, great physical pain and emotional upset, some of which injuries are permanent in nature and duration, and plaintiff will be permanently caused to suffer pain, inconvenience and other effects of such injuries; plaintiff incurred and in the future will necessarily incur further hospital, rehabilitative and/or medical expenses in an effort to be cured of said injuries; and plaintiff has suffered and/or in the future will necessarily suffer additional loss of time and earnings from his occupation; and plaintiff will be unable to pursue his usual duties and lifestyle with the same degree of efficiency and enjoyment as prior to this accident, all to plaintiff's great damage.

64. That the foregoing accident and the resulting injuries to the plaintiff were caused solely by reason of the carelessness, negligence, wanton and willful disregard on the part of the defendants, and without any negligence on the part of the plaintiff contributing thereto.

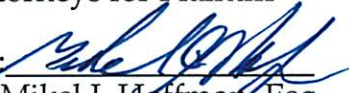
65. That by reason of the foregoing, plaintiff, MARK PEREZ, has been damaged and is entitled to recover all of his damages from the defendants, jointly and severally, pursuant to CPLR 3017 (c) the amount of which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**WHEREFORE**, plaintiff demands judgment against the defendants, jointly and severally, in the maximum sum permitted by law since it exceeds the jurisdictional

limits of all lower courts which would otherwise have jurisdiction together with costs, disbursements, attorney fees and such other and further relief as to this Court may seem just and equitable.

Dated: Babylon, New York  
August 10, 2013

MIKEL J. HOFFMAN, PC  
Attorneys for Plaintiff

By:   
Mikel J. Hoffman, Esq.  
193 East Main Street  
Babylon, New York 11702  
(631) 661-2121

## Individual Verification

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF SUFFOLK    )

I, **MARK PEREZ**, being duly sworn, deposes and says:

I am the plaintiff herein and thus am fully familiar with all of the facts and circumstances relating hereto.

I have read the annexed **Summons and Complaint**, know the contents thereof and the same are true to my knowledge, except those matters therein which are state to be alleged upon information and belief, and as to those matter I believe them to be true.

  
\_\_\_\_\_  
MARK PEREZ

Sworn to before me on this  
10<sup>th</sup> day of August, 2013

  
\_\_\_\_\_  
Notary Public

MIKEL J. HOFFMAN  
Notary Public, State of New York  
No. 4754081  
Qualified in Suffolk County  
Term Expires February 28, ~~2013~~ 2014

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

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MARK PEREZ,

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## SUMMONS AND VERIFIED COMPLAINT

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THE DOCUMENTS OR CONTENTIONS HEREIN ARE NOT  
FRIVOLOUS AS DEFINED IN SUBSECTION (C) OF §130-1.1 OF  
THE RULES OF THE CHIEF ADMINISTRATOR OF THE COURTS:

  
MIKEL J. HOFFMAN, ESQ.

MIKEL J. HOFFMAN, PC  
*Attorney for Plaintiff*  
193 East Main Street  
Babylon, New York 11702  
(631) 661-2121