

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Laura Seigle

1 S. Edmond El Dabe (SBN 215042)
2 **ELDABE | RITTER TRIAL LAWYERS**
3 1150 South Olive Street, Suite 1300
4 Los Angeles, California 90015
5 Tel: (213) 985-1120
6 Fax: (213) 985-1125

7
8 Attorneys for Plaintiff
9 KRISTIN ABDEL MESSIH

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 KRISTIN ABDEL MESSIH,
14
15 Plaintiff,

16 vs.

17 ANSCHUTZ ENTERTAINMENT GROUP,
18 INC., a corporation;
19 AEG PRESENTS PRODUCTIONS, LLC, a
20 limited liability company;
21 AEG PRESENTS, LLC, a limited liability
22 company;
23 AEG PRESENTS LA, LLC, a limited liability
24 company;
25 GOLDENVOICE, LLC, a limited liability
26 company;
27 COACHELLA MUSIC FESTIVAL, LLC, a
28 limited liability company; and
DOES 1 to 50,

Defendants.

CASE NO. 19STCV39739

COMPLAINT FOR

1. NEGLIGENCE (PREMISES LIABILITY);
2. GENERAL NEGLIGENCE;
3. NEGLIGENT HIRING, RETENTION, TRAINING AND SUPERVISION

Plaintiff alleges:

GENERAL ALLEGATIONS

(Common to All Causes of Action)

A. Jurisdiction and Parties

1. The damages alleged in this Complaint exceed the minimum jurisdictional limit of

1 this Court.

2 2. Plaintiff KRISTIN ABDEL MESSIH is and at all times relevant to this Complaint
3 was a resident of the County of Los Angeles, State of California.

4 3. Plaintiff is informed and believes and based thereon alleges that defendant
5 ANSCHUTZ ENTERTAINMENT GROUP, INC. (“AEG-I”) is and at all times relevant to this
6 Complaint was a corporation organized and existing under the laws of the state of Colorado which
7 was authorized to and was doing business in the State of California, with its principal place of
8 business located at 425 West 11th Street, Los Angeles, CA 90015.

9 4. Plaintiff is informed and believes and based thereon alleges that defendant AEG
10 PRESENTS, LLC (“AEG-P”) is and at all times relevant to this Complaint was a limited liability
11 company organized and existing under the laws of the state of Delaware which was authorized to
12 and was doing business in the State of California, with its principal place of business located at 425
13 West 11th Street, Los Angeles, CA 90015.

14 5. Plaintiff is informed and believes and based thereon alleges that defendant AEG
15 PRESENTS PRODUCTIONS, LLC (“AEG-PP”) is and at all times relevant to this Complaint was
16 a limited liability company organized and existing under the laws of the state of Delaware which
17 was authorized to and was doing business in the State of California, with its principal place of
18 business located at 425 West 11th Street, Los Angeles, CA 90015.

19 6. Plaintiff is informed and believes and based thereon alleges that defendant AEG
20 PRESENTS LA, LLC (“AEG-P-LA”) is and at all times relevant to this Complaint was a limited
21 liability company organized and existing under the laws of the state of Delaware which was
22 authorized to and was doing business in the State of California, with its principal place of business
23 located at 425 West 11th Street, Los Angeles, CA 90015.

24 7. Plaintiff is informed and believes and based thereon alleges that defendant
25 GOLDENVOICE, LLC (“GOLDENVOICE”) is and at all times relevant to this Complaint was a
26 limited liability company organized and existing under the laws of the State of California which
27 was authorized to and was doing business in the State of California, with its principal place of
28 business located at 425 West 11th Street, Los Angeles, CA 90015.

1 8. Plaintiff is informed and believes and based thereon alleges that defendant
2 COACHELLA MUSIC FESTIVAL, LLC. (“COACHELLA”) is and at all times relevant to this
3 Complaint was a limited liability company organized and existing under the laws of the state of
4 Delaware which was authorized to and was doing business in the State of California, with its
5 principal place of business located at 425 West 11th Street, Los Angeles, CA 90015.

6 9. Plaintiff is informed and believes and based thereon alleges that at all times relevant
7 to this Complaint, defendant AEG-I was the manager and/or a member of defendant AEG-P.

8 10. Plaintiff is informed and believes and based thereon alleges that at all times relevant
9 to this Complaint, defendant AEG-P was the manager and/or a member of defendants AEG-PP,
10 AEG-P-LA and GOLDENVOICE.

11 11. Plaintiff is informed and believes and based thereon alleges that at all times relevant
12 to this Complaint defendant GOLDENVOICE was the manager and/or a member of defendant
13 COACHELLA.

14 12. Plaintiff is informed and believes and based thereon alleges that at all times relevant
15 to this Complaint the principal business activity of defendants AEG-I, AEG -P, AEG-PP, AEG-P-
16 LA, GOLDENVOICE, COACHELLA and DOES 1 to 50 was the promotion, organization, staging
17 and production of largescale concerts and other events, which included planning, managing,
18 supervising and arranging the venues, and that, as such, defendants knew or should have known of
19 safe practices for the layout and location of all structures, fixtures, furniture and equipment, and for
20 mounting, securing, maintaining and inspecting such structures, fixtures, furniture and equipment,
21 and specifically knew or should have known of the requirements and specifications for mounting
22 lights in a safe manner so as not to place concertgoers at unreasonable risk of harm in attending the
23 concerts or other events produced by defendants.

24 13. The true names and capacities of the defendants named as DOES 1 to 50, inclusive,
25 are unknown to plaintiff at this time, who therefore sues said defendants by such fictitious names.
26 Plaintiff will seek leave of court to amend this Complaint to allege their true names and capacities
27 when the same are ascertained. Plaintiff is informed and believes and based thereon alleges that
28 each defendant designated herein as a DOE is responsible in some manner for plaintiff’s damages

1 alleged in this Complaint, for the reasons set forth herein.

2 14. Plaintiff is informed and believes and based upon such information and belief
3 alleges that each defendant was the agent, servant, representative, alter ego and/or employee of
4 each other defendant and, as such, was acting within the course and scope of such agency, hiring,
5 employment and/or common interest, with the permission, consent and/or ratification of each other
6 defendant in committing the acts and omissions herein alleged.

7 **B. The Premises and Festival**

8 15. The incident which forms the basis for this lawsuit (the “Incident”) occurred on
9 April 21, 2019 while plaintiff was attending the Coachella Music Festival (the “Festival”) held on
10 grounds of the Empire Polo Club in Indio California (the “Premises”), as more particularly
11 described below.

12 16. Plaintiff is informed and believes and based thereon alleges that, at all times
13 relevant to this Complaint, the Festival was a series of outdoor live music concerts held over two
14 weekends in April 2019 at the Premises, with dozens of artists performing and thousands of
15 concertgoers from all over the United States and abroad attending the Festival, that the Festival was
16 promoted to the public by defendants AEG-I, AEG-P, AEG-PP, AEG-P-LA, GOLDENVOICE,
17 COACHELLA and DOES 1 to 50, and thousands of tickets purchased by the public from such
18 defendants, and that to produce the Festival, such defendants caused temporary structures to be set
19 up on the Premises, along with numerous fixtures and equipment, all for purposes of putting on and
20 conducting the Festival.

21 17. Plaintiff is informed and believes and based thereon alleges that, at all times
22 relevant to this Complaint, defendants AEG-I, AEG-P, AEG-PP, AEG-P-LA, GOLDENVOICE,
23 COACHELLA and DOES 1 to 50 created, planned, sponsored, managed, promoted, controlled,
24 operated, scheduled, supervised all aspects of the Festival, collected and controlled all monies
25 received from Festival ticket sales, and, while the Festival was underway, managed, maintained
26 and controlled the Premises, including all structures, fixtures and equipment erected, installed
27 and/or brought onto the Premises.

28 18. Plaintiff is informed and believes and based thereon alleges that at all times relevant

1 to this Complaint, defendants AEG-I, AEG -P, AEG-PP, AEG-P-LA, GOLDENVOICE,
2 COACHELLA and DOES 1 to 50 engaged the services of various persons to work at concert
3 venues and to place, install, mount, inspect and maintain various structures, fixtures, furniture and
4 equipment.

5 **C. The Tent and the Light.**

6 19. Plaintiff is informed and believes and based thereon alleges that, at all times
7 relevant to this Complaint, defendants AEG-I, AEG -P, AEG-PP, AEG-P-LA, GOLDENVOICE,
8 COACHELLA and DOES 1 to 50 caused to be set up a particular VIP tent for the Festival (the
9 “Tent”), and caused to be installed a 120-pound light fixture (the “Light”) suspended
10 approximately 60 feet above the area where concertgoers would be seated, in or near such Tent.

11 20. Plaintiff is informed and believes and based thereon alleges that, prior to the date of
12 the Incident alleged in this Complaint, defendants knew of frequent high winds at the Premises,
13 and knew of prior incidents where fixtures, equipment and/or stage props fell from their
14 mountings at the Premises and/or at other outdoor venues managed by defendants.

15 **D. The Incident**

16 21. On April 21, 2019, the Incident occurred as follows: Plaintiff was a paying
17 concertgoer at the Festival, having purchased a Festival ticket from defendants, and was seated in
18 the Tent when, suddenly and without warning, the Light came crashing down upon plaintiff,
19 striking her body and causing her to suffer serious injuries which have required and continue to
20 require medical treatment.

21 **FIRST CAUSE OF ACTION**

22 **By Plaintiff KRISTIN ABDEL MESSIH**

23 **Against Defendants AEG-I, AEG-P, AEG-PP, AEG-P-LA,**

24 **GOLDENVOICE, COACHELLA and DOES 1 to 50**

25 **(For Negligence [Premises Liability])**

26 22. Plaintiff incorporates by reference and repleads all allegations found in each
27 paragraph of the General Allegations and First Cause of Action set forth above, as though fully set
28

1 forth in this paragraph.

2 23. Plaintiff is informed and believes and based thereon alleges that, at all times during
3 the Festival and during setup and preparation therefor, defendants occupied and controlled the
4 Premises and, as possessors of land, owed a nondelegable duty to the public and plaintiff in
5 particular to (1) use reasonable care in controlling, managing and maintaining the Premises; (2)
6 refrain from causing or permitting to exist any unsafe condition which could pose an unreasonable
7 risk of harm to the thousands of concertgoers such as plaintiff who would be on the Premises for
8 the Festival; (3) make reasonable inspections of the Premises, and of any structures, fixtures,
9 furniture and equipment thereon, for unsafe conditions which might pose an unreasonable risk of
10 harm to concertgoers; and (4) in the event any unsafe conditions were found, to correct the
11 condition, protect the public from it, and/or warn the public of the danger thereof.

12 24. Plaintiff is informed and believes and based thereon alleges that defendants knew
13 that persons such as plaintiff would be positioned underneath or near the 120-pound Light, and
14 would reasonably rely upon defendants to provide and maintain the Premises in a safe manner, and
15 would not reasonably expect the Light to become dislodged and fall from its mounting upon
16 plaintiff, and that defendants knew of prior incidents of lights or other fixtures or props falling
17 from their mounts and injuring concertgoers, which placed them on notice of the likelihood of an
18 incident and injury such as the one alleged in this Complaint.

19 25. Plaintiff is informed and believes and based thereon alleges that defendants
20 breached their duty to plaintiff by (1) failing to use reasonable care in controlling, managing and
21 maintaining the Premises, such that the Light was positioned directly above or near an area where
22 concertgoers such as plaintiff were reasonably expected to be; (2) causing or permitting the Light
23 to be unsafely and inadequately mounted and affixed in its position above the area where
24 concertgoers such as plaintiff were reasonably expected to be, which created an unreasonable risk
25 of harm to persons such as plaintiff (the "Dangerous Condition"); (3) failing to make reasonable
26 periodic inspections of the Light and its mounting pole and hardware throughout the pendency of
27 the Festival, thus allowing the Dangerous Condition to persist, despite the passage of sufficient
28 time for defendants to have discovered it and corrected it, protected plaintiff from it and/or warned

1 plaintiff thereof prior to the Incident alleged herein; (4) failing to correct the Dangerous Condition,
2 protect plaintiff from it or warn plaintiff thereof, all of which caused or permitted the Light to come
3 loose and fall directly onto plaintiff, causing serious injuries which required and continue to require
4 medical treatment.

5 26. Plaintiff is informed and believes and based thereon alleges that, as a result of the
6 aforementioned breach of defendants' duty, the Light came loose and fell from its mounting down
7 onto plaintiff, causing bodily injuries, and that defendants' negligence was a substantial factor in
8 causing such harm.

9 27. Plaintiff is informed and believes and based upon such information and belief
10 alleges that the negligence of defendants alleged hereinabove proximately caused plaintiff to suffer
11 serious emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief,
12 anxiety, worry, shock, humiliation and shame, and that defendants' negligence was a substantial
13 factor in causing such harm.

14 28. As a direct and proximate result of defendants' negligence, plaintiff sustained and
15 continues to sustain the following items of *economic* damage, in an amount to be proven at the time
16 of trial: 1) past and future medical expenses; 2) past and future loss of earnings; 3) loss of earning
17 capacity; and 4) incidental expenses.

18 29. As a proximate result of defendants' negligence, plaintiff sustained and continues to
19 sustain the following items of *noneconomic* damage, in an amount to be proven at the time of trial:
20 emotional distress, pain, suffering, inconvenience, impaired enjoyment of life, scars and
21 disfigurement, and other intangible losses.

22 **SECOND CAUSE OF ACTION**

23 **By Plaintiff KRISTIN ABDEL MESSIH**

24 **Against Defendants AEG-I, AEG-P, AEG-PP, AEG-P-LA,**

25 **GOLDENVOICE, COACHELLA and DOES 1 to 50**

26 **(For General Negligence)**

27 30. Plaintiff incorporates by reference and repleads all allegations found in each
28 paragraph of the General Allegations set forth above, as though fully set forth in this paragraph.

1 31. At all times relevant to this Complaint, defendants owed a duty to the public and to
2 plaintiff in particular to (1) ensure that the design, planning and layout of the Festival and its
3 venue, and placement of all structures, fixtures, furniture and equipment to be used at the Festival,
4 including the Light, were done in a safe manner; (2) ensure that all structures, fixtures, furniture
5 and equipment, including the Light were safely and securely constructed, installed, mounted and
6 affixed at the Festival venue; (3) purchase and/or use mounting hardware sufficiently strong to
7 support the weight of the Light, which information defendants knew or should have known;
8 (4) reasonably inspect, maintain, and repair all structures, fixtures, furniture and equipment,
9 including the Light, and and its mounting hardware and supports, all so as not to pose an
10 unreasonable risk of harm to persons such as plaintiff.

11 32. Plaintiff is informed and believes and based thereon alleges that defendants knew
12 that persons such as plaintiff would be seated or standing in the Tent during the Festival,
13 underneath or near the Light, and would reasonably rely upon defendants to provide and maintain a
14 safe concert venue, and would not reasonably expect the Light to become dislodged and fall from
15 its mounting upon plaintiff.

16 33. Plaintiff is informed and believes and based thereon alleges that defendants
17 breached their duty to plaintiff by (1) failing to design, plan and lay out the Festival venue for safe
18 placement of all structures, fixtures, furniture and equipment, including the Light; (2) failing to
19 safely and securely construct, install, mount and affix all structures, fixtures, furniture and
20 equipment, including the Light; (3) failing to purchase and/or use mounting hardware sufficiently
21 strong to support the weight of the Light; (4) failing to reasonably inspect, maintain, and repair all
22 structures, fixtures, furniture and equipment, including the Light, and and its mounting hardware
23 and supports.

24 34. Plaintiff is informed and believes and based thereon alleges that, as a result of the
25 aforementioned breaches of defendants' duties, the Light came loose and fell from its mounting
26 directly onto plaintiff, causing bodily injuries, and that defendants' negligence was a substantial
27 factor in causing such harm.

28 35. Plaintiff is informed and believes and based thereon alleges that the aforementioned

1 acts and omissions by defendants caused the Light to pose an unreasonable risk of harm to persons
2 such as plaintiff, that defendants knew, or in the exercise of reasonable care should have known, of
3 the dangerous condition thereof, and that, in spite of such actual or constructive knowledge,
4 defendants failed to correct the dangerous condition of the Light and its mount, to protect plaintiff
5 therefrom, or to warn plaintiff thereof.

6 36. Plaintiff is informed and believes and based upon such information and belief
7 alleges that the negligence of defendants alleged hereinabove proximately caused plaintiff to suffer
8 serious emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief,
9 anxiety, worry, shock, humiliation and shame, and that defendants' negligence was a substantial
10 factor in causing such harm.

11 37. As a direct and proximate result of defendants' negligence, plaintiff sustained and
12 continues to sustain the following items of *economic* damage, in an amount to be proven at the time
13 of trial: 1) past and future medical expenses; 2) past and future loss of earnings; 3) loss of earning
14 capacity; and 4) incidental expenses.

15 38. As a proximate result of defendants' negligence, plaintiff sustained and continues to
16 sustain the following items of *noneconomic* damage, in an amount to be proven at the time of trial:
17 emotional distress, pain, suffering, inconvenience, impaired enjoyment of life, scars and
18 disfigurement, and other intangible losses.

19 **THIRD CAUSE OF ACTION**

20 **By Plaintiff KRISTIN ABDEL MESSIH**

21 **Against Defendants AEG-I, AEG-P, AEG-PP, AEG-P-LA,**

22 **GOLDENVOICE, COACHELLA and DOES 1 to 50**

23 **(For Negligent Hiring, Retention, Training And Supervision)**

24 39. Plaintiff incorporates by reference and repleads all allegations found in each
25 paragraph of the General Allegations and First and Second Causes of Action set forth above, as
26 though fully set forth in this paragraph.

27 40. Plaintiff is informed and believes and based thereon alleges that defendants AEG-I,
28 AEG-P, AEG-PP, AEG-P-LA, GOLDENVOICE, COACHELLA and DOES 1 to 50 owed a duty

1 to plaintiff to exercise reasonable care in hiring, supervising, training and retaining persons and/or
2 firms to provide, construct, install, mount, affix, inspect and maintain fixtures and equipment,
3 including the Light, at the Premises for the Festival, and to ensure that all such persons so hired did
4 properly construct, install, mount, affix, inspect and maintain such fixtures and equipment,
5 including the Light.

6 41. Plaintiff is informed and believes and based thereon alleges that defendants
7 breached such duty by hiring and retaining persons who were unfit and/or incompetent to perform
8 the job duties and responsibilities for which they were hired, and/or that defendants failed to use
9 reasonable care in training and/or supervising such persons, all of which caused the Light to be
10 mounted and/or maintained in an unsafe manner, and created an unreasonable risk of harm to
11 concertgoers such as plaintiff from the Light.

12 42. Plaintiff is informed and believes and based thereon alleges that, as a direct and
13 proximate result of the aforementioned breaches of defendants' duties, the Light came loose and
14 fell from its mounting directly onto plaintiff, causing bodily injuries, and that defendants' negligent
15 hiring, retention, training and/or supervision was a substantial factor in causing such harm.

16 43. Plaintiff is informed and believes and based upon such information and belief
17 alleges that the negligence of defendants alleged hereinabove proximately caused plaintiff to suffer
18 serious emotional distress in the form of suffering, anguish, fright, horror, nervousness, grief,
19 anxiety, worry, shock, humiliation and shame, and that defendants' negligence was a substantial
20 factor in causing such harm.

21 44. As a direct and proximate result of defendants' negligence, plaintiff sustained and
22 continues to sustain the following items of *economic* damage, in an amount to be proven at the time
23 of trial: 1) past and future medical expenses; 2) past and future loss of earnings; 3) loss of earning
24 capacity; and 4) incidental expenses.

25 45. As a proximate result of defendants' negligence, plaintiff sustained and continues to
26 sustain the following items of *noneconomic* damage, in an amount to be proven at the time of trial:
27 emotional distress, pain, suffering, inconvenience, impaired enjoyment of life, scars and
28 disfigurement, and other intangible losses.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays for judgment as follows:

- 1. For economic damages according to proof;
- 2. For noneconomic damages according to proof;
- 3. For costs of suit incurred herein;
- 4. For prejudgment interest allowable by law.
- 5. For such other and further relief as the Court may deem just and proper.

DATED: November 4, 2019

ELDABE | RITTER TRIAL LAWYERS

By: 
S. EDMOND EL DABE
Attorneys for Plaintiff
KRISTIN ABDEL MESSIH