

IN THE CIRCUIT COURT OF THE 13th
JUDICIAL CIRCUIT IN AND FOR
HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

CASE NO.:

KATHERINE HAYNES GIVENS, individually
and as Guardian of Milani Givens, a minor

Plaintiffs,

v.

ALAN DEVELOPMENT, INC., d/b/a
ADAGIO AT WESTSHORE PALMS n/k/a
ALAN DEVELOPMENT, LLC, a
Florida limited liability company; ELLIS
CONSTRUCTION COMPANY, INC., a Florida
Corporation; and DLG Management Services,
Inc., a Florida Corporation,

Defendants.

_____ /

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff, KATHERINE YATES HAYNES GIVENS, individually, and as parent and legal guardian of MILANI GIVENS, a minor, and hereby sues Defendants, ALAN DEVELOPMENT, INC., d/b/a ADAGIO AT WESTSHORE PALMS, a Florida Corporation (“**ADAGIO**”); ELLIS CONSTRUCTION COMPANY, INC., a Florida Corporation (“**ELLIS**”); and DLG MANAGEMENT SERVICES, INC., (“**DLG**”) a Florida corporation, and alleges as follows:

PARTIES

1. This is an action for damages in excess of \$15,000.00 exclusive of interest, costs and attorney’s fees, for personal injuries sustained as a result of a brutal attempted murder on Plaintiff, KATHERINE GIVENS.

2. The Plaintiff, KATHERINE (“KATIE”) GIVENS, at all times material hereto, was a resident of the City of Tampa, Hillsborough County, Florida, is the parent and legal guardian of her minor child, MILANI GIVENS, and is otherwise *sui juris*.

3. The Plaintiff, MILANI GIVENS, at all times material hereto, was and is the minor daughter of KATIE GIVENS, and at all times enjoyed the maternal servicing, comfort, companionship and society of her mother, KATIE GIVENS.

4. The Defendant, ALAN DEVELOPMENT, INC., d/b/a ADAGIO AT WESTSHORE PALMS n/k/a ALAN DEVELOPMENT, LLC (“ADAGIO”) is a duly organized Florida limited liability company, having its principal place of business in Tampa, Florida and was engaged as the developer, owner and operator of the Adagio Apartment complex on N. Hubert Ave., Tampa, Florida (hereinafter referred to as the “Premises”/ or ADAGIO). The ADAGIO entity was converted to ALAN DEVELOPMENT, LLC.

5. The Defendant, ELLIS CONSTRUCTION COMPANY, INC., (“ELLIS”) is a duly organized Florida corporation that did business as the General Contractor for the construction of the ADAGIO Apartment complex in Tampa, Florida.

6. The Defendant, DLG MANAGEMENT SERVICE, INC., (“DLG”), is a duly organized Florida corporation doing business in Tampa, Florida as a property management company, which was engaged by Defendant, ALAN DEVELOPMENT, INC., to manage the ADAGIO Apartment complex.

GENERAL ALLEGATIONS

7. At all times material hereto, KATIE GIVENS, and her minor daughter, MILANI GIVENS, were estranged from her husband/father, Scotland Givens (“SCOTTLAND”), and KATIE GIVENS was in the process of filing for a divorce.

8. At all times material hereto, prior to the incidents which gave rise to the injuries set forth below, MILANI GIVENS enjoyed the society, services, companionship, support and comfort from her mother, KATIE GIVENS, free from physical and emotional injuries.

9. At all times material hereto, Defendant, ADAGIO, was the developer, owner and operator of the ADAGIO at Westshore Palms, a residential apartment complex, consisting of two (2) buildings located at 401 and 403 N. Hubert Ave., Tampa, Florida where the incident giving rise to Plaintiff's injuries occurred.

10. ADAGIO advertised, promoted and expressly represented to prospective tenants and the general public, that its apartment complex was safe, **“gated” and “secured”**.

11. Defendant, DLG, was a management company engaged by Defendant, ADAGIO to manage and oversee the rental, maintenance, care, safety, security and wellbeing of Defendant, ADAGIO's tenants and invitees, including Plaintiff, KATIE GIVENS and her minor daughter, MILANI.

12. Defendant, ELLIS was the licensed General Contractor engaged by Defendant, ADAGIO to construct, build and secure the apartment complex and each building located thereon.

13. At all times material hereto, Defendants, ADAGIO and DLG owned, managed, maintained and controlled the ADAGIO Apartment complex, premises, including all access points into the 403 building.

14. On or about November 8, 2014, KATIE GIVENS entered into a written lease agreement with Defendants, ADAGIO and DLG, for the lease of apartment #205 at building

#403 at the Adagio Apartment Complex.

15. Defendants, ADAGIO and DLG expressly represented on its website, brochures and promotional materials that:

- “We offer on-site management with personalized service and 24 maintenance”
- “Gated access”

16. KATIE GIVENS, was induced to enter into the Lease Agreement with ADAGIO, and specifically relied upon ADAGIO’s express representations that the ADAGIO complex was safe, “gated and secure”, because she was in fear for her safety and the safety of her daughter, MILANI, because of her abusive, estranged husband, Scotland.

17. At all times material, Defendants, ADAGIO, DLG and ELLIS, owed a duty to the tenants and invitees of the ADAGIO complex, including KATIE GIVENS and MILANI GIVENS, to exercise reasonable care to construct, maintain, operate, manage and control the ADAGIO Apartment Complex in a reasonably safe condition. In particular, Defendants, and each of them, had a duty to take such precautions, as were reasonably necessary, to protect its residents and reduce the risk of criminal attacks and harm to said tenants which were and/or should have been reasonably foreseeable, including the reasonable protection of KATIE GIVENS and MILANI GIVENS.

18. At all times material hereto, at the time that KATIE GIVENS and MILANI GIVENS moved into building #403, apartment #205, Defendants knew that building #403 was not completed, and knew that Defendant, ELLIS’ workers would constantly be entering and exiting the exterior door all throughout the work day to access the unfinished apartments.

19. At all times material hereto, the Defendants, ADAGIO, DLG and ELLIS knew that the adjoining ADAGIO building, located at 401 N. Hubert Ave., was under construction and did not have any security fencing around the building; did not have any security patrols; did not have security surveillance cameras or other monitoring devices and did not have any access control to prevent intruders from gaining access into the parking deck door and entry into the #403 building, because an intruder could merely walk thru the unfenced, non-secure parking garage of the 401 building, thereby circumventing the gate to the 403 Building, and gain access to the exterior door of the 403 Building, which lead to the Plaintiffs' apartment.

PRIOR CRIMINAL ACTIVITY AT ADAGIO APARTMENT COMPLEX

20. From approximately September 2014 up thru December 1st/2nd and December 5, 2014, the dates of the kidnapping and hostage taking of both Plaintiffs and the attempted murder of KATIE GIVENS, there were approximately nine (9) separate burglaries and other criminal acts at the #401 building, and one kidnapping/hostage taking of the KATIE and her daughter, on December 1st/2nd, 2014.

21. Notwithstanding these repeated burglaries at the 401 building and the kidnapping and hostage incident on December 1st/2nd, 2014 involving KATIE, no Defendant, ADAGIO, DLG nor ELLIS, took any reasonable security precautions to secure the 401 or the 403 building; including the failure to erect a security fence around the #401 building; failure to maintain any security around said building; they failed to warn the Plaintiffs and other tenants of the #403 building of the unsecured conditions of the ADAGIO Complex: a) of the constant criminal activity at the 401 building; b) the #403 building was not "gated" or "secure" as represented and that criminals or intruders could easily access

the entry doors to the #403 building; c) failed to warn Plaintiffs that construction workers would customarily leave the access door propped open to access unfinished apartments; d) failure to have safe and properly secured apartment doors; e) the failure to adequately lock and secure the access door to Plaintiff's building.

22. On November 30, 2014, while Plaintiffs were residing in apartment 205 of ADAGIO building 403, KATIE pressed the alarm-panic button and reported that her estranged husband, Scotland Givens, was on the ADAGIO premises and that he was not invited; that he should not be on the premises near her or her daughter, and that she was in fear for her safety. Accordingly, Defendants ADAGIO and DLG had actual notice and knowledge that KATIE and MILANI were in fear of their respective safeties.

23. At the time of the Plaintiff's November 30, 2014 panic alarm, Defendant, DLG's property manager, Diane Lee, was expressly notified of KATIE's panic alert and her fear of her husband and that her estranged husband should never be on the ADAGIO premises.

24. At all times prior to November 30, 2014, and thereafter, up and including December 5, 2014, the access code to the ADAGIO gate was #1111. Additionally, the side access door lock was not working properly on the dates of the incident described herein.

25. At all times material hereto, and notwithstanding the criminal intrusions of KATIE's husband, Scotland, Defendants, ADAGIO and DLG's negligently failed to change the gate code, as a reasonable safety precaution, thereby allowing anyone with knowledge of the #1111 code to enter the AGAGIO Complex.

DECEMBER 1st/2nd KIDNAPPING AND HOSTAGE INCIDENT

26. On or about December 1, 2014, KATIE GIVENS filed for divorce against

Scotland Givens and obtained a Temporary Restraining Order for the protection of her and her daughter, MILANI.

27. On or about December 1st/2nd, 2014, Scotland Givens gained access to the ungated, unsecured AGAGIO Complex and entered KATIE's building, ADAGIO #403, through the garage access door that had a piece of cardboard in the striker plate and entered into KATIE and MILANI's apartment. (attached hereto as Composite Exhibit "A" are photos of the ADAGIO Complex depicting the unfenced adjoining building).

28. On December 1st/2nd 2014, KATIE's estranged husband, Scotland Givens, held KATIE and her daughter, six (6) year old daughter, MILANI, hostage for approximately eight (8) hours, inside their apartment. KATIE was able to send an e-mail to her mother, who called the Tampa Police Department, who came and removed Scotland from the apartment.

29. As a result of the said kidnapping and hostage taking both KATIE and MILANI suffered extreme emotional distress, anxiety and fear.

30. KATIE GIVENS and her father, Douglas Haynes, immediately notified Defendant, DLG's office of the kidnapping/hostage taking; advised Defendant, DLG of KATIE's restraining order, and requested a peep hole in KATIE's door, and other security measures to prevent future attacks, because KATIE was in fear of her and her daughter's life and safety.

31. As of December 1st/2nd, no keys to the garage access door had been issued to KATIE or any of the other tenants of the #403 building, because the lock at the garage access door was not working properly and had to be replaced; the said access door was constantly propped open or there was a piece of cardboard covering the lock strike plate

by either tenants, ELLIS construction workers, or other unknown parties.

32. After the December 1st/2nd hostage incident and fearing for his daughter and granddaughter's safety, KATIE's father, Doug Haynes, called Defendant, DLG's office and demanded: better security for the building; that the cardboard covering the access door's strike plate be removed; that all access doors and points of entry be locked and secured, and that the gate access code of #1111 be changed.

33. When KATIE's father called DLG's office and spoke with Kim Wall, he was told that the garage access door was being used by construction workers who were entering the building to finish the apartments in KATIE's building, and the reason keys had not yet been handed out to KATIE and other tenants, was because the wrong lock had been installed and needed to be changed.

THE ATTEMPTED MURDER

34. On December 5, 2014, in the morning hours, as a direct and proximate result of the Defendant, ADAGIO, DLG and ELLIS' negligence and reckless disregard of the safety of KATIE and MILANI, KATIE's estranged husband, Scotland Givens, did enter the ADAGIO 403 building; kick down the door to KATIE's apartment, and brutally attacked KATIE, and attempted to kill her by stabbing her multiple times and slicing her throat. But for a neighbor hearing screams and responding to GIVENS' apartment and seeing Scotland with the bloody knife in his hand, KATIE GIVENS would be dead.

35. On the morning of December 5, 2014, the garage access door to KATIE's building was found propped open with a piece of construction debris between the door and the door jam. (See photo attached hereto as **Exhibit "B"**).

COUNT I - CLAIM AGAINST ADAGIO

36. Plaintiffs realleges and readopts the allegations of ¶'s 1-35 as if the same were set forth in full herein.

37. At all times material hereto, KATIE and MILANI were properly on the Defendant, ADAGIO's premises as tenants in unit #205.

38. At all times material hereto, KATIE GIVENS' attacker, her estranged husband, Scotland Givens, was not invited onto Defendant, ADAGIO's property, and was present for the sole purpose of committing a violent felony.

39. At all times material hereto, Defendants ADAGIO, DLG and ELLIS, and each of them, had direct and actual knowledge of the security deficiencies of its buildings; knowledge of prior criminal acts at ADAGIO's adjacent building #401, under construction; knowledge of Scotland Givens' violent tendency as a result of: the November 30, 2014 sighting of Scotland's presence on the property and the December 1, 2014 hostage/kidnapping incident; knowledge of GIVENS' Restraining Order against Scotland Givens, and knowledge of KATIE GIVENS' fear for her life and safety of her and her daughter, MILANI.

40. At all times material hereto the Defendant, ADAGIO, advertised and expressly represented, and in fact, misrepresented, that the ADAGIO Apartment Complex was a "luxury", safe, "secure" and "gated access" complex, so as to induce GIVENS and other prospective tenants to enter into a lease with the Defendant, ADAGIO.

41. At the time of the Defendant, ADAGIO's representations relating to the "luxury", "gated", "secure" complex, it knew or in the exercise of reasonable care, should have known, that the complex was not protected by a gate because access to the 403

building could be gained by entering the garage area of the adjacent building #401; it knew that the garage access door had the wrong lock; and it knew that construction workers would place cardboard over the strike plate of the door lock and/or would prop the door open with cardboard or some other object so as to keep that door open during the work day; knew or in the exercise of reasonable care, should have known that Plaintiff's apartment door was not a reasonably safe secure door; and knew their complex lacked reasonably adequate security measures.

42. KATIE reasonably relied upon Defendant, ADAGIO's representations in entering into said lease and would not have entered into said lease had she known the true facts regarding the crime problems at the adjacent building and that the complex was not "gated" or "secure".

43. Defendant, ADAGIO intentionally and or negligently misrepresented the safety and security of the ADAGIO apartment complex for the purpose of inducing Plaintiff and others to rely upon the said representations, solely for its own financial gain and/or other improper motive.

44. At all times material hereto, the vicious attack upon Plaintiff, KATIE GIVENS was reasonably foreseeable by each Defendant and each of the said Defendants, ADAGIO, DLG and ELLIS were in a superior position and had a duty to take reasonable steps to prevent harm to KATIE.

45. The Defendants, their agents, servants and employees, breached their respective duty to exercise reasonable care for the safety and protection of KATIE and MILANI, and other tenants, and was careless and negligent in the following acts of omission or commission.

- a. Failing to provide adequate security for tenants, including Plaintiffs, KATHERINE GIVENS and MILANI GIVENS;
- b. Failing to warn KATIE and other tenants that the ADAGIO complex was not “gated” or “secure” and that numerous criminal incidents had occurred on or adjacent to KATIE’s building, and that the adjoining building was not fenced or secure;
- c. Failing to warn, protect, guard and secure the safety of its tenants, including, specifically KATIE and MILANI, when Defendant, ADAGIO knew or should have known, that Scotland Givens was a danger to KATIE and MILANI; and knew that Defendant’s complex was not safe, or secure;
- d. Failing to police, patrol, monitor, surveille, guard and otherwise provide adequate protection for its tenants, including KATIE and MILANI, when the Defendant, ADAGIO, knew or should have known of the foreseeable risk of harm to Plaintiffs and other tenants;
- e. Failing to have any security personnel, particularly because the complex was not gated; not secure; not fenced and the numerous criminal acts at the adjacent building; as well as Plaintiffs’ kidnapping/hostage incident.
- f. Failure to properly secure the ADAGIO complex and building with a fence around the adjacent property and secure building with doors that were properly locked;
- g. Failure to have surveillance cameras as a reasonable deterrence to criminal intrusions into Defendants’ complex and building;
- h. Failure to implement adequate security policies, security measures and security procedures necessary to protect KATIE and MILANI and other tenants;
- i. Failing to take additional security measures after being placed on notice of the intrusion and kidnapping on December 1st and 2nd 2014 and that access doors were being propped open.
- j. Failure to implement an adequate security plan that comports with and met minimum industry standards and customs for safety in the apartment complex community;
- k. Negligently allowing KATIE and MILANI and other tenants to move into a building which was not complete; which was not secure; which

allowed construction workers and others free access to Plaintiffs' building, thereby creating an unreasonable, risk of harm to Plaintiff and other tenants;

- l. Defendants displayed of a reckless disregard for the safety of the Plaintiffs by having actual knowledge of Plaintiff's estranged husband committing a criminal act on her and her daughter, MILANI, on December 1st/ 2nd, 2014, just four (4) days prior to the attempted murder, and failing to inspect, supervision monitoring and verifying that the garage access door was properly locked and not propped open;
- m. Defendant, ADAGIO negligently failed to warn Plaintiffs and other tenants of the dangerous and unsafe conditions of the subject apartment complex; and failed to conduct a reasonable inspection to secured the said building;
- n. Failing to maintain and implement adequate physical access barriers, such as gates, doors and fences, thereby exposing Plaintiffs to a foreseeable unreasonable risk of harm from intruders;
- p. Failure to inspect, instruct, supervise, monitor, control and/or direct Defendants, DLG and ELLIS to manage and maintain ADAGIO Complex in a reasonably safe manner;
- q. Failure to have adequate procedures governing the inspection, supervision and or security of the ADAGIO 403 building and complex;
- r. Failure to provide a reasonably safe door, door jam and locking system for Plaintiff's apartment, so as to prevent the foreseeable risk of harm of intruders attempting to break in the said front door;
- s. Failure to consider Crime Prevention Through Environmental Design standards ("CPTED") in designing ADAGIO complex;
- t. Failure to follow common industry practices for apartment and condominium complexes, by not implementing reasonable standards to prevent crime;
- u. Failure to conduct a crime prevention pre-construction site study;
- v. Failure to install an adequate, secure access door to building #403, with a heavy duty spring loaded hinge pin, after being placed on notice that the said access door was not being locked and was being kept open by construction workers or tenants;

- w. Failure to properly design, construct and install adequate screening, gates or fences, in that all of access points into the ADAGIO complex were easily climbable by an intruder, which negated **any** access control; together with the lack of surveillance cameras or other security detection devices, in the event an intruder sought to climb into the complex;
- x. Negligently misrepresenting to Plaintiff and others that the ADAGIO complex was “secure” and had “gated access”.

46. The Defendant, ADAGIO, is vicariously liable for the negligence of its agents, employees, and persons/entities, for whose conduct it is legally responsible for, with which it contracted or agreed to provide management and/or other services at ADAGIO.

47. As a direct and proximate result of the negligence of Defendant, ADAGIO, KATIE GIVENS has suffered severe, permanent bodily harm, disfigurement, mental and emotional distress and anguish from the attempted murder on December 5, 2014 and KATIE will continue to suffer damages in the future.

48. As a direct and proximate result of the negligence of ADAGIO, MILANI GIVENS suffered severe mental and emotional distress and anguish as a result of the December 1st/2nd 2014 kidnapping and hostage taking and further suffered a loss of her mother’s consortium, society, services, comfort and companionship.

49. Defendant, ADAGIO’s negligence was the legal and proximate cause of KATIE GIVENS being attacked on December 5, 2014 and her injuries suffered therefrom.

WHEREFORE, the Plaintiffs, KATHERINE YATES HAYNES GIVENS, and MILANI GIVENS, demand judgment against Defendant, ALAN DEVELOPMENT, INC. n/k/a ALAN DEVELOPMENT, LLC, for damages exclusive of attorneys fees, costs in an amount in excess of the jurisdictional requirements of this Court.

COUNT II
NEGLIGENT MISREPRESENTATION AGAINST ADAGIO

50. KATIE and MILANI reallege and reaver the allegations set forth in ¶'s 1-49, as if the same were set forth in full herein, and further allege as follows.

51. The Defendant, ADAGIO, represented and made statements of material fact that the ADAGIO property was a "gated" "secure" "luxury" apartment complex.

52. At the time Defendant, ADAGIO made the said representations and statements, it intended that GIVENS and other prospective tenants and members of the public rely upon the same.

53. At the time Defendant, ADAGIO represented and made the said statements, that ADAGIO was "gated" and "secure", it was negligent, in that it knew or in the exercise of reasonable care, should have known, that the ADAGIO complex was not truly "gated" and was not secure and therefore should have known that the statement was false.

54. Plaintiffs, KATIE GIVENS and MILANI GIVENS, justifiably relied upon the Defendant, ADAGIO's statement and entered into a lease agreement with Defendant and moved into building 403, Unit 205.

55. As a direct, proximate and legal cause of Defendant, ADAGIO's negligent misrepresentations, KATIE GIVENS suffered severe permanent physical, mental and emotional damages and will continue to suffer said damages in the future.

56. As a direct and proximate result of the negligence of ADAGIO, MILANI GIVENS suffered severe mental and emotional distress and anguish as a result of the December 1st/2nd 2014 kidnapping and hostage taking and further suffered a loss of her mother's consortium, society, services, comfort and companionship.

WHEREFORE, the Plaintiffs, KATIE GIVENS and MILANI GIVENS demand judgment against Defendant, ALAN DEVELOPMENT, INC. n/k/a ALAN DEVELOPMENT, LLC, for damages exclusive of attorneys fees, costs in an amount in excess of the jurisdictional requirements of this Court.

COUNT III
FRAUDULENT MISREPRESENTATION AGAINST DEFENDANT, ADAGIO
(ALTERNATIVELY)

57. KATIE realleges and reavers the allegations set forth in ¶'s 1-56, as if the same were set forth in full herein.

58. Defendant, ADAGIO misrepresented and made an intentionally false statement of a material fact to GIVENS and others that the ADAGIO Apartment Complex was "gated", "safe" and "secure".

59. At the time the Defendant made the said statements, it knew that they were false.

60. Defendant, ADAGIO made the false statement with the specific intent that Plaintiff and other prospective tenants rely upon the said statement.

61. Plaintiff, KATIE GIVENS, justifiably relied upon Defendant's false statement and entered into a lease with Defendant for building 403 and moved into unit #205.

62. As a direct, proximate and legal cause of the false and fraudulent statement, on December 5, 2014, Plaintiff, KATIE GIVENS was viciously attacked by her estranged husband, thereby causing her severe permanent physical, mental and emotional damages.

63. As a direct and proximate result of the negligence of ADAGIO, Plaintiff, MILANI GIVENS suffered severe mental and emotional distress and anguish as a result of the December 1st/2nd 2014 kidnapping and hostage taking and further suffered a loss

of her mother's consortium, society, services, comfort and companionship.

WHEREFORE, the Plaintiffs, KATIE GIVENS and MILANI GIVENS demand judgment against Defendant, ADAGIO, for damages exclusive of attorneys fees and costs in an amount in excess of the jurisdictional requirements of this Court.

COUNT IV
BREACH OF IMPLIED CONTRACT AGAINST DEFENDANT, ADAGIO

64. Plaintiffs reallege and reaver the allegations set forth in ¶'s 1-49 as if the same were set forth in full herein.

65. At all times material hereto, as a result of Defendant, ADAGIO's website, brochures, advertisements promotional materials regarding its apartment complex furnished directly or indirectly to the Plaintiffs and other prospective and actual tenants, upon which Defendant, ADAGIO induced the public to enter into leases with it, expressly stated and represented that building 403 and the ADAGIO apartment complex was a "gated" "secure" complex. These statements by Defendant, ADAGIO, created an implied contract between the Plaintiffs and Defendant, ADAGIO, that those elements were integral to the lease agreement as part of the material consideration for said lease, so that Defendant, ADAGIO owed a legal and contractual duty to Plaintiff to furnish a "secure" "gated" complex.

66. Defendant breached the implied contract and its contractual duty owed to Plaintiffs by failing to provide a "gated" "secure" building and complex.

67. As a direct, proximate and legal cause of Defendant, ADAGIO's breach of the implied contract, the Plaintiff suffered severe, permanent physical, mental and emotional damages and will continue to suffer those damages in the future.

68. As a direct and proximate result of the negligence of ADAGIO, Plaintiff, MILANI GIVENS suffered severe mental and emotional distress and anguish as a result of the December 1st/2nd 2014 kidnapping and hostage taking and further suffered a loss of her mother's consortium, society, services, comfort and companionship.

WHEREFORE, the Plaintiffs, KATIE GIVENS and MILANI GIVENS demand judgment against Defendant, ADAGIO, for damages exclusive of attorneys fees, costs in an amount in excess of the jurisdictional requirements of this Court.

COUNT V
NEGLIGENT SECURITY AGAINST DEFENDANT, DLG

69. Plaintiffs reallege and reaver the allegations set forth in ¶'s 1-68 as if the same were set forth herein.

70. On December 5, 2014, the Plaintiffs, KATIE GIVENS and MILANI GIVENS were properly on the ADAGIO premises as tenants in building 403, Unit #205.

71. Defendant, DLG, owed a duty to KATIE and MILANI and other tenants, to properly manage and to exercise reasonable and ordinary care to keep and maintain the ADAGIO premises in a condition that was reasonably safe. Specifically, after being placed on notice of GIVENS' estranged husband's criminal and violent tendencies, Defendant, DLG owed a duty to KATIE and MILANI and others, to take precautions that were reasonably necessary to prevent intruders, including Scotland Givens, from entering into the Plaintiffs' building and to prevent criminal attacks.

72. At all times material hereto the Defendant, DLG, knew or in the exercise of reasonable care, should have known, that intruders, such as GIVENS' estranged husband, could circumvent the front gate by going through the adjacent building parking garage to

access the garage door of the 403 building. Thus, the front gate was useless as an access control device.

73. At all times material hereto, the Defendant, DLG knew or in the exercise of ordinary care, should have known, that GIVENS' estranged husband, on December 1, 2014, gained access to GIVENS' building and ultimately her apartment, and kidnapped her and her minor daughter, MILANI GIVENS, just four (4) days before the attempted murder of the Plaintiff, KATIE.

74. At all times material hereto, the Defendant, DLG, having actual knowledge of the attack on KATIE and MILANI by GIVENS' estranged husband on December 1st/2nd, 2014, failed to inspect or monitor the garage access door on the morning of December 5, 2014, where the said door was propped open by a piece of vinyl baseboard.

75. At all times material hereto, the criminal attack on the Plaintiff, KATIE GIVENS on December 5, 2014, was reasonably foreseeable and the Defendant, DLG breached its duty to take reasonably necessary steps to exercise reasonable care for the safety and protection of KATIE and MILANI, the other tenants and their invitees and as more specifically set forth above in paragraph 45 (a-v).

76. As a direct, proximate and legal cause of Defendant, DLG's negligence, Plaintiffs were attacked on December 1st/2nd and again Plaintiff, KATIE GIVENS was viciously attacked on December 5, 2014, and sustained serious permanent physical, mental and emotional injuries and will continue to suffer from said injuries in the future.

77. As a direct and proximate result of the negligence of ADAGIO, Plaintiff, MILANI GIVENS suffered severe mental and emotional distress and anguish as a result of the December 1st/2nd 2014 kidnapping and hostage taking and further suffered a loss

of her mother's consortium, society, services, comfort and companionship.

WHEREFORE, the Plaintiffs, KATHERINE HAYNES GIVENS and MILANI GIVENS demand judgment against DLG MANAGEMENT SERVICES, INC., for damages exclusive of attorneys fees, costs in an amount in excess of the jurisdictional requirements of this Court.

COUNT VI
NEGLIGENT SECURITY AGAINST DEFENDANT, ELLIS

78. Plaintiffs reallege and reaver the allegations set forth in ¶'s 1-49 as if the same were set forth in full herein.

79. At all times material hereto, the Defendant, ELLIS entered into an Agreement with the Defendant, ADAGIO to be its general contractor and construct the ADAGIO Apartment Complex on N. Hubert Ave., Tampa, Florida.

80. At all times material hereto, Defendant, ELLIS constructed building #403 and was in the process of constructing building #401, the adjacent ADAGIO building.

81. At all times material hereto, up and including November 30, 2014 thru and including December 5, 2014, Defendant, ELLIS, its agents, servants, employees and persons for whose conduct it was legally responsible for, were in the process of completing apartments in Plaintiffs' building, #403.

82. At all times material hereto, Defendant, ELLIS, its agents, servants and employees, on a daily basis, would use the garage access door of the 403 building to traverse back and forth in and out of the #403 building during the work day.

83. At all times material hereto, the Defendant, ELLIS owed a duty of care to the Plaintiffs and other tenants of the 403 building, to exercise reasonable care to keep and

maintain the said access door locked and secured so that no uninvited persons could enter the said building or complex and to prevent reasonably foreseeable criminal acts of third persons.

84. At all times material hereto, the Defendant, ELLIS had actual knowledge or in the exercise of reasonable care should have known, that KATIE's estranged husband was not allowed on the complex property; that KATIE GIVENS and her daughter, MILANI, had been kidnapped and were held hostage by her husband/father on December 1st/2nd, 2004; and that GIVENS' estranged husband had a dangerous and violent propensity towards GIVENS.

85. At all times material hereto, Defendant, ELLIS, knew or in the exercise of reasonable care should have known, that the ADAGIO Complex had no access control to prevent crime because the front gate could be circumvented by an intruder and that an intruder could gain access to the garage door to building #403.

86. At all times material hereto, Defendant, ELLIS, owed a duty of care to the tenants of the 403 building, including the Plaintiffs, to use reasonable care to take reasonable precautions to prevent crime; to secure its unfinished adjacent building; to properly fence said building, because it knew its unsecured building allowed a potential intruder to circumvent the gate and gain access to the 403 building.

87. At all times material hereto, Defendant, ELLIS, had actual knowledge that prior to December 5, 2014, there had been numerous criminal intruders who burglarized the adjacent building, because the said building lacked adequate fencing and security.

88. At all times material hereto, Defendant, ELLIS was negligent in the following:
a) Failing to protect against reasonably foreseeable criminal conduct of third

parties;

b) Failing to properly secured its construction site so as to not allow intruders to circumvent the front gate to gain access to the 403 building;

c) Failure to take reasonable precautions to prevent foreseeable criminal acts; to deter crime, specifically after the December 1st/2nd kidnapping/hostage incident, involving the Plaintiff's estranged husband who gained access to Plaintiffs' building and apartment; failed to install a fence or other adequate security measures to prevent the reasonable foreseeable criminal acts that occurred to Plaintiffs;

d) Failing to keep and maintain the garage access door secured and locked;

e) Failing to have any security patrols; surveillance cameras or any other reasonable security protections prescribed by industry standards to prevent harm from foreseeable events.

89. As a direct, proximate and legal cause of Defendant, ELLIS' negligence, KATIE HAYNES GIVENS, was caused to suffer severe permanent, physical, mental and emotional injuries and will continue to suffer from same.

90. As a direct and proximate result of the negligence of ADAGIO, Plaintiff, MILANI GIVENS suffered severe mental and emotional distress and anguish as a result of the December 1st/2nd 2014 kidnapping and hostage taking and further suffered a loss of her mother's consortium, society, services, comfort and companionship.

WHEREFORE, the Plaintiff, KATHERINE HAYNES GIVENS demands judgment against Defendant, ELLIS CONSTRUCTION COMPANY, INC., for damages exclusive of attorneys fees and costs in an amount in excess of the jurisdictional requirements of this Court.

COUNT VIII
MILANI GIVENS' CLAIM FOR LOSS OF CONSORTIUM

91. The Plaintiffs reallege and reaver the allegations set forth in paragraphs 1 - 49 and 69 - 90 as if the same were set forth in full herein, and further alleges as follows:

92. At all times material hereto and specifically at the time of the kidnapping/hostage taking and attempted murder by SCOTTLAND GIVENS, MILANI GIVENS was the minor child of KATIE GIVENS and was dependent upon and the recipient of KATIE GIVENS, society, support, comfort, maternal services and companionship.

93. As a direct and proximate result fo the wrongful and negligent acts of Defendants, ADAGIO, DLG and ELLIS and each of them, MILIANI GIVENS was caused to suffer and will continue to suffer in the future the loss of consortium, loss of maternal services, the loss of assistance, the loss of comfort, society and maternal companionship.

WHEREFORE, KATHERINE GIVENS on behalf of her minor daughter, MILIANI GIVENS demands judgment against the Defendants, jointly and severally for damages, in an amount in excess of the jurisdictional requirements of this Court, together with such further relief as this Court may deem just and proper.

Plaintiffs demand a Trial by Jury.

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