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7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
8 FOR THE COUNTY OF KING

9 THE ESTATE OF BRANDY ESCAMILLA,
10 by and through its personal representatives
11 EDDIE ESCAMILLA and BLANCA
12 ESCAMILLA; THE ESTATE OF JOSILYN
13 RUIZ by and through its personal
14 representatives JOHN RUIZ and ANITA
15 MILLER-RUIZ; EDDIE ESCAMILLA,
16 individually; BLANCA ESCAMILLA,
17 individually; EDWARD ESCAMILLA, by
18 and through the personal representatives of
19 THE ESTATE OF BRANDY ESCAMILLA;
20 JOHN RUIZ, individually; ANITA MILLER-
21 RUIZ, individually; JONATHAN D. RUIZ, by
22 and through the personal representatives of
23 THE ESTATE OF JOSILYN RUIZ; JULIA
24 RUIZ, by and through the personal
25 representatives of THE ESTATE OF
26 JOSILYN RUIZ; LILY LUKSICH,
27 individually,

Plaintiffs,

v.

21 LIVE NATION ENTERTAINMENT, INC., a
22 corporation; LIVE NATION CONCERTS,
23 INC., a corporation; INSOMNIAC
24 HOLDINGS, LLC, a limited liability
25 company; JEFF TRISLER, an individual;
26 STARPLEX CORPORATION d/b/a CROWD
27 MANAGEMENT SERVICES, a corporation;
KATHLEEN DOWLING d/b/a 365 K9
DETECTION; and DOES/ROES 1 through 50,

Defendants.

Case No.

**PLAINTIFFS' COMPLAINT &
DEMAND FOR JURY TRIAL**

1 Plaintiffs, by and through their attorneys, bring this action against Defendants Live Nation
2 Entertainment, Inc., Live Nation Concerts, Inc., Insomniac Holdings, LLC, Jeff Trisler, and
3 Starplex Corporation d/b/a Crowd Management Services, Kathleen Dowling d/b/a 365 K9
4 Detection (collectively “Live Nation Defendants”), and respectfully allege the following:

5 **NATURE OF THE ACTION**

6 1. This action seeks to redress Live Nation Defendants’ inadequate, unreasonable, and
7 egregiously deficient conduct and security, which resulted in a Live Nation ticketed customer,
8 James Kelly (“the Shooter”), perpetrating a shooting at a Live Nation promoted, managed, and
9 organized event, held on Live Nation premises, causing injuries and the tragic deaths of Plaintiffs
10 Brandy Escamilla and Josilyn Ruiz (“the Shooting”).

11 2. The Shooting occurred at Beyond Wonderland, a two-day electronic dance music
12 festival scheduled for June 17-18, 2023, promoted and run by Live Nation Defendants, and held
13 on the premises of a Live Nation-owned venue, the Gorge Amphitheatre in Grant County,
14 Washington. The experience included not only musical acts but also an associated camping
15 experience that opened a day earlier with extensive campgrounds with provided amenities, all of
16 which were owned, operated, and managed by Live Nation.

17 3. Prior to entering the premises of the Gorge Amphitheatre and its campgrounds,
18 Live Nation Defendants, the Gorge Amphitheatre, and Beyond Wonderland had a strict policy
19 prohibiting the possession and use of illegal drugs, as well as the possession of weapons, both in
20 vehicles and upon persons.

21 4. Upon information and belief, Live Nation and the Gorge Amphitheatre have a
22 history of illicit drugs and weapons on the campgrounds and venue grounds. That history pre-dates
23 the Shooting. For years, Live Nation had notice of, and knew that, illicit drugs and weapons were
24 making it into the Gorge Amphitheatre venue and campgrounds. Despite that history and
25 knowledge, Live Nation failed to take reasonable steps to make the venue and campgrounds safe
26 for concertgoers.

27 5. Though Live Nation Defendants, Gorge Amphitheatre, and Beyond Wonderland

1 had policies strictly prohibiting the use and possession of drugs and the possession of weapons on
2 its premises, Live Nation systemically failed to conduct reasonable searches of vehicles entering
3 its campgrounds to ensure dangerous weapons and ammunitions as well as drugs were not being
4 brought onto the premises. To the extent any searches were performed, the searches were done
5 inconsistently and in an inadequate, cursory, and unreasonable manner that lacked due care for the
6 safety of its guests.

7 6. On June 16, 2023, Live Nation Defendants allowed the Shooter to drive his truck
8 into the Gorge campground venue. Within his truck, the Shooter brought firearms, multiple rounds
9 of ammunition, and illegal hallucinogenic mushrooms. Live Nation Defendants never stopped the
10 truck, never approached it with a firearm or drug detecting dog or technology, never searched the
11 truck, and never made any effort to prevent the Shooter from bringing drugs and firearms onto the
12 premises of the campground and Beyond Wonderland festival.

13 7. On June 17, 2023, in the evening, the Shooter ingested the hallucinogenic
14 mushrooms at the Gorge campground and then proceeded into the concert area. The Shooter's
15 girlfriend at the time, 20-year old Plaintiff Lily Luksich who had accompanied the Shooter to the
16 concert, noticed that the Shooter began demonstrating erratic and strange behavior. Thereafter,
17 they returned to the campground where the Shooter walked away from her and toward his truck,
18 where he retrieved a handgun and ammunition. Plaintiff Luksich saw the gun and began to try to
19 calm down the increasingly agitated Shooter.

20 8. Suddenly, the Shooter opened fire, killing Brandy Escamilla and Josilyn Ruiz who
21 were walking nearby as well as shooting several other people, including Plaintiff Lily Luksich.
22 The Estates of Brandy Escamilla and Josilyn Ruiz are Plaintiffs here.

23 9. Upon information and belief, the Shooter displayed erratic and disturbed behavior
24 before the shooting occurred. Despite displaying obvious signs of illicit drug use and suspicious
25 behavior that were grounds for immediate ejection from the festival and campgrounds, not a single
26 Live Nation staff member, manager, or security member attempted to intervene or approach the
27 Shooter prior to him perpetrating the Shooting. Live Nation Defendants failed to exercise due care

1 for the safety of its guests, deliberately or recklessly ignoring multiple signs of suspicious behavior
2 and policy violations which, if noticed and enforced, would have prevented, or significantly
3 thwarted, the Shooter's efforts.

4 10. Live Nation Defendants had immediate, actual knowledge that the Shooter posed a
5 threat of imminent harm but failed to take any action to stop or deter the Shooter such as ejecting
6 him from the campgrounds as required by its policies after the Shooter first displayed prohibited
7 behavior.

8 11. As a result of Live Nation Defendants' wrongful conduct, acts, and omissions,
9 Brandy Escamilla and Josilyn Ruiz were fatally shot in a horrific and terrifying manner, Plaintiff
10 Lily Luksich was shot and seriously and permanently injured, and two other people were wounded.

11 12. Plaintiffs Brandy Escamilla and Josilyn Ruiz were young – 29 and 26-years old,
12 respectively. They are survived by their parents and siblings.

13 JURISDICTION AND VENUE

14 13. Exercise of the jurisdiction by this Court over each and every Defendant in this
15 action is proper because each and every Defendant has done, and continues to do, business in the
16 State of Washington, and/or resides in the State of Washington, and committed a tort in the State
17 of Washington.

18 14. Venue is proper in King County, Washington, pursuant to RCW 4.12.020 and RCW
19 4.12.025, as multiple of the Defendants named herein transact business, have offices, and reside
20 in King County, Washington, in the Seattle and Kent Case Assignment Areas.

21 PARTIES

22 **A. Defendant Live Nation Entertainment, Inc.**

23 15. At all relevant times, Defendant Live Nation Entertainment, Inc. was and is a
24 corporation duly licensed and incorporated in the State of Delaware, with its principal place of
25 business in Beverly Hills, California, and is the parent company and alter-ego of Defendant Live
26 Nation Concerts, Inc. and Insomniac Holdings, LLC and is believed to be the owner, co-owner,
27 operator, lessor, lessee and/or manager of the Gorge Amphitheatre, an outdoor concert venue with

1 adjacent campgrounds with a capacity of approximately 27,000 guests located at 754 Silica Road
2 NW, Quincy, WA 98848 (“The Gorge”).

3 16. Live Nation Entertainment, Inc. had its own VIP Club inside the Gorge
4 Amphitheatre. Live Nation Entertainment, Inc. is also believed to be the permit holder for the
5 Beyond Wonderland festival and is responsible for the security at The Gorge.

6 17. Defendant Live Nation Entertainment, Inc. is, and at all times herein relevant was,
7 a corporation operating in the State of Washington and availing itself of the privileges and
8 obligations associated therewith. Defendant Live Nation Entertainment, Inc. has done, and
9 continues to do, business in King County, including at events and venues south of Interstate 90,
10 and is believed to have an office in Seattle, Washington.

11 **B. Defendant Live Nation Concerts, Inc.**

12 18. At all relevant times, Defendant Live Nation Concerts, Inc., was and is a
13 corporation duly licensed and incorporated in the State of Delaware, with its principal place of
14 business in Beverly Hills, California, and as a subsidiary of Live Nation Entertainment, Inc., is
15 believed to be the concert and/or event promoter of the Beyond Wonderland festival in June 2023
16 and/or the owner, operator, or manager of the Gorge.

17 19. Defendant Live Nation Concerts, Inc. is, and at all times herein relevant was, a
18 corporation operating in the State of Washington, and availing itself of the privileges and
19 obligations associated therewith. Defendant Live Nation Concerts, Inc. has done, and continues to
20 do business in King County, including at events and venues south of Interstate 90.

21 **C. Defendant Insomniac Holdings, LLC**

22 20. At all relevant times, Defendant Insomniac Holdings, LLC (“Insomniac”), was and
23 is a limited liability company incorporated in the State of Delaware, with its principal place of
24 business in Beverly Hills, California, and is believed to be a wholly or partially owned subsidiary
25 of Live Nation Entertainment, Inc., which has an ownership interest of at least 50%. Defendant
26 INSOMNIAC is believed to be the concert and/or event promoter, organizer, or manager of the
27 Beyond Wonderland festival in June 2023.

1 21. Defendant Insomniac Holdings, LLC is, and at all times herein relevant was, a
2 corporation operating in the State of Washington and availing itself of the privileges and
3 obligations associated therewith. Defendant Insomniac Holdings, LLC has done, and continues to
4 do, business in King County.

5 **D. Defendant Jeff Trisler**

6 22. Upon information and belief, Defendant Jeff Trisler, at all times herein relevant,
7 was and is an individual residing in the State of Washington, King County. Defendant Jeff Trisler
8 is believed to be the President of Live Nation Pacific Northwest Division, and a Vice President of
9 Live Nation Entertainment, Inc., responsible for overseeing, booking, and managing acts and
10 events at the Gorge Amphitheatre, including the Beyond Wonderland festival in June of 2023, and
11 overseeing operations of the Gorge Amphitheatre facility, generally, including safety and security
12 issues.

13 **E. Defendant Starplex Corporation d/b/a Crowd Management Services**

14 23. At all relevant times, Defendant Starplex Corporation d/b/a Crowd Management
15 Services (“CMS”), was and is a corporation incorporated in the State of Oregon, with its principal
16 place of business in Portland, Oregon. Defendant CMS is, and at all times herein relevant was, a
17 corporation licensed to do business in the State of Washington, operating in the State of
18 Washington and availing itself of the privileges and obligations associated therewith. Defendant
19 CMS has done, and continues to do, business in King County, including at events and venues south
20 of Interstate 90, and is believed to have an office in Seattle, Washington. Defendant CMS is further
21 believed to be responsible for the security at the Beyond Wonderland Festival and at the Gorge
22 Amphitheatre. Defendant CMS is not a Safety Act-certified event security company, and any
23 attempted removal on related grounds would accordingly be frivolous.

24 **F. Defendant Kathleen Dowling d/b/a 365 K9**

25 24. Upon information and belief, at all relevant times, Defendant Kathleen Dowling
26 was and is an individual residing in the State of Washington. Defendant Kathleen Dowling was
27 the registered agent and/or owner of 365 K9 Detection & Pest Services LLC (“365 K9”), a business

1 operating within the State of Washington and availing itself of the privileges and obligations
2 associated therewith. 365 K9's corporate status was administratively dissolved on June 3, 2020,
3 but it nonetheless continues to operate as a business, and as a d/b/a for Kathleen Dowling along
4 with other heretofore unnamed Does/Roes. 365 K9 is further believed to be responsible for
5 providing firearm and drug detection services at the Beyond Wonderland Festival, the Gorge
6 Amphitheatre, and the Gorge Campground.

7 25. The true names and/or capacities, whether individual, corporate, partnership,
8 associate or otherwise, of the Defendants herein designated as Does and/or Roes are unknown to
9 Plaintiffs at this time who, therefore, sues said Defendants by fictitious names. Plaintiffs allege
10 that each named Defendant herein designated as Does and/or Roes is negligently, willfully,
11 contractually, or otherwise legally responsible for the events and happenings herein referred to and
12 proximately caused damages to Plaintiffs as herein alleged. Plaintiffs will seek leave of Court to
13 amend this Complaint to insert the true names and capacities of such Defendants when they have
14 been ascertained and will further seek leave to join said Defendants in these proceedings.

15 26. Plaintiffs are informed and believe and thereon alleges that at all times mentioned
16 herein, Does and/or Roes were agents, servants, employees, partners, distributors, or joint
17 venturers of each other and that in doing the acts herein alleged, were acting within the course and
18 scope of said agency, employment, partnership, or joint venture. Each and every Defendant
19 aforesaid was acting as a principal and was negligent or grossly negligent in the selection, hiring
20 and training of each and every other Defendant or ratified the conduct of every other Defendant as
21 an agent, servant, employee or joint venture.

22 27. Plaintiffs are informed and believe and thereon allege that Defendants Live Nation
23 Entertainment, Inc., Live Nation Concerts, Inc., Insomniac Holdings, LLC, Jeff Trisler, Starplex
24 Corporation d/b/a Crowd Management Services, Kathleen Dowling d/b/a 365 K9, and Does/Roes
25 currently unknown to Plaintiffs at this time participated in a joint venture when it organized, held,
26 marketed, secured, managed, and/or otherwise hosted the Beyond Wonderland music festival.
27 Defendants, as co-venturers to this business enterprise, relied on each other's unique skill and

1 expertise in order to share in the profits from the Beyond Wonderland Festival. What neither could
2 accomplish on its own, the Defendants could accomplish together as part of the joint venture.

3 **G. Decedents, Heir(s), and Estate Plaintiffs**

4 28. Decedent Brandy Escamilla was at all relevant times hereto a resident of the State
5 of Washington, King County.

6 29. Plaintiff Eddie Escamilla was at all times relevant hereto a resident of California,
7 the surviving father and heir of Brandy Escamilla, and a personal representative of the Estate of
8 Brandy Escamilla.

9 30. Plaintiff Blanca Escamilla was at all times relevant hereto a resident of California,
10 the surviving mother and heir of Brandy Escamilla, and a personal representative of the Estate of
11 Brandy Escamilla.

12 31. Plaintiff the Estate of Brandy Escamilla is represented through its personal
13 representatives Eddie Escamilla and Blanca Escamilla, who are the surviving parents of Decedent
14 Brandy Escamilla, and proper wrongful death personal representatives and beneficiaries pursuant
15 to RCWs 4.20.010 and 4.20.020.

16 32. Plaintiff Edward Escamilla, by and through the personal representatives of the
17 Estate of Brandy Escamilla, was at all times relevant hereto a resident of California, the surviving
18 brother of Brandy Escamilla, and a proper wrongful death beneficiary pursuant to RCW 4.20.020.

19 33. Decedent Josilyn Ruiz was at all relevant times hereto a resident of the State of
20 Washington, King County.

21 34. Plaintiff John Ruiz was at all times relevant hereto a resident of California, the
22 surviving father and heir of Josilyn Ruiz, and a personal representative of the Estate of Josilyn
23 Ruiz.

24 35. Plaintiff Anita Miller-Ruiz was at all times relevant hereto a resident of California,
25 the surviving mother and heir of Josilyn Ruiz, and a personal representative of the Estate of Josilyn
26 Ruiz.

27 36. Plaintiff the Estate of Josilyn Ruiz is represented through its personal

1 representatives John Ruiz and Anita Miller-Ruiz, who are the surviving parents of Decedent
2 Josilyn Ruiz, and proper wrongful death personal representatives and beneficiaries pursuant to
3 RCWs 4.20.010 and 4.20.020.

4 37. Plaintiff Jonathan D. Ruiz, by and through the personal representatives of the Estate
5 of Josilyn Ruiz, was at all times relevant hereto a resident of California, the surviving brother of
6 Josilyn Ruiz, and a proper wrongful death beneficiary pursuant RCW 4.20.020.

7 38. Plaintiff Julia Ruiz, by and through the personal representatives of the Estate of
8 Josilyn Ruiz, was at all times relevant hereto a resident of California, the surviving sister of Josilyn
9 Ruiz, and a proper wrongful death beneficiary pursuant RCW 4.20.020.

10 **H. Plaintiff Lily Luksich**

11 39. Plaintiff Luksich was at all times relevant hereto a resident of Washington state.

12 **GENERAL ALLEGATIONS**

13 **A. Live Nation Defendants Failed to Exercise Due Care**

14 40. Plaintiffs reallege and incorporate by reference every allegation contained in this
15 Complaint as though fully set forth herein. Based on information and belief, Plaintiffs assert the
16 additional allegations below.

17 41. Live Nation, including the Gorge premises and campground, and the Beyond
18 Wonderland music festival specifically, have a strict policy prohibiting illicit drugs and weapons,
19 both in vehicles and on persons. In so doing, Live Nation Defendants voluntarily assumed, and
20 continues to assume, a duty to protect its patrons by prohibiting illicit drugs and weapons,
21 including firearms, on its premises, recognizing such prohibition as being necessary for their
22 safety.

23 42. The Live Nation website for The Gorge that existed at the time of and immediately
24 following the incident specifically denoted that The Gorge “does not allow firearms or weapons
25 of any description on our property. This includes our venue and campgrounds.” (*See*
26 [https://www.livenation.com/venue/KovZpZAEkk1A/gorge-amphitheatre-events#know-before-](https://www.livenation.com/venue/KovZpZAEkk1A/gorge-amphitheatre-events#know-before-you-go)
27 [you-go](https://www.livenation.com/venue/KovZpZAEkk1A/gorge-amphitheatre-events#know-before-you-go)). The Gorge Campground website similarly expressly prohibited “firearms or weapons of

1 any kind – on your person or on your vehicle[,]” as well as “illegal drugs[.]” (*See*
2 <https://www.gorgecamping.com/safety-rules>). Likewise, the Beyond Wonderland website
3 prohibited item list specifically banned “Drugs” as well as “Weapon or weapon accessories of any
4 kind[.]” (*See* <https://pnw.beyondwonderland.com/guide/hours-and-info/#acceptable-items>).

5 43. Upon information and belief, Live Nation Defendants failed to reasonably exercise
6 due care in enforcing those policies against the Shooter, which resulted in the Plaintiffs’ damages.
7 Live Nation Defendants failed to reasonably search numerous vehicles coming onto the
8 campground premises, including the Shooter’s vehicle. To the extent Live Nation Defendants
9 conducted a limited search of any of the vehicles entering the campgrounds, such searches were
10 done in a cursory, inadequate, and insufficient manner, without the exercise of due care necessary
11 to prevent the introduction of dangerous weapons and drugs onto Live Nation premises.

12 44. Live Nation Defendants had the ability to control the extent to which its agents
13 searched vehicles, and strict enforcement of searches of every vehicle entering the Gorge
14 campgrounds for drugs and weapons was a feasible precautionary measure. However, only after
15 the Shooting did Live Nation change its online-published policies-and-procedures to include strict
16 searching of every vehicle entering the Gorge campgrounds.

17 45. As result of Live Nation Defendants’ inadequate search procedures, on June 16,
18 2023, the Shooter was allowed to bring his vehicle onto the Gorge campgrounds premises with
19 illegal hallucinogenic mushrooms as well as firearms and multiple rounds of ammunition that he
20 later used to perpetrate the Shooting.

21 46. While failing to exercise reasonable conduct to prevent the introduction of
22 dangerous drugs and weapons on the premises, Live Nation Defendants simultaneously advertised
23 to its paying customers, including Brandy Escamilla, Josilyn Ruiz, and Lily Luksich, that security
24 would be provided to make for a safe environment. As promised on the Beyond Wonderland
25 website, the environment and campgrounds would be “fully staffed by our Ground Control team,
26 as well as medical and security personnel, 24 hours a day.” (*See*
27 <https://pnw.beyondwonderland.com/camping/camping-guidelines/#safety>). In so doing, Live

1 Nation Defendants similarly voluntarily assumed, and continues to assume, a duty to protect its
2 patrons by providing adequate security on the campgrounds as well as inside the venue.

3 47. Upon information and belief, not only were Live Nation Defendants negligent in
4 allowing prohibited weapons and illicit drugs onto the premises and providing insufficient security
5 to prevent their associated harms, but Live Nation Defendants employees failed to abide by their
6 own policies and intervene upon open and obvious behavior by the Shooter, including the use of
7 illicit drugs and actions that harmed, endangered, or threatened others.

8 48. Specifically, Live Nation Defendants and Beyond Wonderland had a policy that
9 fighting or engaging in “any action that may harm, endanger, threaten, or bring discomfort,” as
10 well as “use of illegal drugs” would result in “IMMEDIATE EJECTION” from both the venue
11 and the campground, as represented on the Beyond Wonderland Camping Guidelines website that
12 its employees were required to enforce. (See
13 <https://pnw.beyondwonderland.com/camping/camping-guidelines/>).

14 49. On the evening of the Shooting, June 17, 2023, the Shooter ingested hallucinogenic
15 mushrooms at the Gorge campgrounds and proceeded to enter the music festival.

16 50. The Shooter displayed open and obvious signs that he was under the influence of
17 illicit drugs or “tripping,” which per Live Nation Defendants’ policies should have been grounds
18 for immediate ejection. As the Shooter continued through the venue, on information and belief,
19 the Shooter began to display increasingly erratic and disturbed behavior that put Live Nation
20 Defendants on notice that the Shooter was an imminent threat.

21 51. Despite displaying open, obvious, and erratic behavior both within the venue and
22 on the Gorge campgrounds, Live Nation Defendants employees and security personnel failed to
23 intervene to attempt to calm down the Shooter or eject him from the campgrounds, as required by
24 their policies and, instead, allowed him to continue to pose a threat to other festivalgoers, including
25 the Plaintiffs.

26 52. Live Nation Defendants’ employees further negligently and carelessly failed to
27 discover and/or notify law enforcement of the Shooter’s wrongful, dangerous, suspicious, and

1 potentially harmful conduct.

2 53. Defendants' failure to perform an adequate search of the Shooter's vehicle, as well
3 as failure to notice his erratic and threatening behavior which should have resulted in intervention
4 or ejection prior to the Shooting, was a result of Live Nation Defendants' inadequate security
5 staffing, and inadequate security policy and procedures.

6 54. Due to Live Nation Defendants' inadequate security staffing and inadequate
7 security policies and procedures, the Shooter was allowed to bring illicit drugs and firearms on the
8 premises inside his truck, ingest such illicit drugs, and perpetrate the Shooting.

9 55. At approximately 8:23 p.m., after returning to his vehicle on the Gorge
10 campgrounds, located several hundred yards from the concert, the Shooter retrieved his handgun
11 and fatally shot and killed Plaintiffs Brandy Escamilla and Josilyn Ruiz.

12 56. The Shooter then proceeded to drag Plaintiff Lily Luksich through the campground
13 at gunpoint for over 30 minutes. The Shooter repeatedly struck Luksich, threatened her with the
14 firearm, and ultimately shot her multiple times.

15 57. Live Nation Defendants did not provide any updates to the concertgoers about the
16 shooting, only mentioning that an "incident" had taken place, and allowed the festival to continue
17 unabated while the shooting commenced and the Shooter embarked on his rampage, injuring two
18 others.

19 **B. Live Nation Defendants' Inadequate Security Policies and Procedures**

20 58. The shooting and killing of Plaintiffs Brandy Escamilla and Josilyn Ruiz should
21 not, could not, and would not have occurred but for the ongoing negligent acts and omissions of
22 Live Nation Defendants.

23 59. The shooting of Plaintiff Lily Luksich should not, could not, and would not have
24 occurred but for the ongoing negligent acts and omissions of Live Nation Defendants.

25 60. Live Nation Defendants employed, and continues to employ, inadequate security
26 policies, procedures, and safeguards to detect improper and/or prohibited items and conduct, such
27 as those used, and actions taken, by the Shooter.

1 61. Live Nation holds itself out as the “world’s leading live entertainment company[.]”
2 owning multiple music venue properties throughout the world, and hosting thousands of concerts
3 and festivals each year.

4 62. Live Nation has fueled its meteoric growth and pursuit of profit through various
5 mergers and acquisitions, including through the pursuit of music venues around the world and
6 acquisition of global music festivals. Of consequences to the allegations made herein, in 2006 Live
7 Nation acquired The Gorge. Likewise, in 2013, the company announced a joint venture with
8 Insomniac Events, the owners of Beyond Wonderland, wherein Live Nation acquired an estimated
9 50% of the company and the two committed to a creative partnership for future festivals. Through
10 the pursuit and acquisition of festivals such as Beyond Wonderland, Live Nation has attempted to
11 expand its global footprint on the festival scene and continue to fuel its profit growth.

12 63. Live Nation sought, and continues to seek, to maximize its revenues in order to
13 drive profit growth.

14 64. Upon information and belief, Live Nation achieves this by consolidating certain
15 operations upon the completion of each merger and/or acquisition in order to eliminate
16 redundancies and reduce its operating costs. By way of example, prospective employees of Live
17 Nation and its subsidiaries, including Ticketmaster, Insomniac, or Live Nation Concerts, are
18 required to apply online at a single online portal containing available job postings for all properties
19 and companies.

20 65. Upon further information and belief, and at all times relevant herein, The Gorge’s
21 security operations were consolidated and streamlined to accord with Live Nation properties
22 nationwide, in order to eliminate redundancies and reduce operating costs. Additionally, it is
23 further believed that The Gorge then adopted the security policies, procedures, and/or protocols of
24 Live Nation Entertainment, Inc., which are implemented and/or enforced across Live Nation’s
25 collection of properties and festivals. Likewise, upon information and belief, when Live Nation
26 acquired its stake and joint venture in Insomniac Events, now Insomniac Holdings, LLC, the
27 Insomniac festivals including Beyond Wonderland, adopted the security policies, procedures,

1 and/or protocols of Live Nation Entertainment, Inc.

2 66. Live Nation Defendants' security policies, procedures, and safeguards emphasize
3 cost-savings and profit maximization over the safety and wellbeing of its patrons.

4 67. Plaintiffs are informed and believe and herein allege that Live Nation Defendants'
5 security resources are not dedicated to actively detecting suspicious activity, illicit drug use,
6 firearms, and other prohibited weapons that could harm its guests, despite Live Nation Defendants'
7 express prohibition of such items. Instead, Live Nation Defendants' policies project a façade of
8 safety that its paying guests rely upon, including when they spend the night on Live Nation-owned
9 campgrounds, when in actuality, minimal efforts are undertaken to ensure the safety of such guests,
10 including inadequate staffing, and inadequate policies and efforts to search for, and prevent the
11 introduction of dangerous weapons onto Live Nation premises.

12 68. Plaintiffs are informed and believe and herein allege that Live Nation as owner,
13 operator, and manager of The Gorge, which serves alcohol on its premises and has campgrounds
14 for overnight stays during festivals like Beyond Wonderland, operates as an innkeeper, and thus
15 owes a duty of reasonable care to protect its patrons from injury at the hands of third parties, which
16 it failed to do here.

17 69. It was further foreseeable to Live Nation Defendants that something catastrophic
18 and/or similar to this event could occur, especially given the history of illicit drug use, violence,
19 weapons seized upon the premises, and potential shooter events at the Gorge, and at other Live
20 Nation properties worldwide.

21 70. In January 2013, a prophetic article appeared in MyNorthwest local news, titled
22 "*Letters warn that 'major disaster' at the Gorge is imminent.*" In it, Quincy Fire Commissioner
23 Keven Gardner and Fire Chief Don Fortier complained of "hostile crowds inside the venue,
24 minimal security, rampant drug use, a lack of basic fire and EMS service inside the Gorge, and a
25 shortage of personnel to respond to emergencies at the venue while maintaining fire and ambulance
26 services for Grant County[.]" Of note, the article described the mass overdose at the Paradiso
27 Festival in 2012, which saw 72 patients from the Gorge. The article reports that the fire district in

1 2013 issued a letter to the City warning, **“It is apparent that a major disaster at the**
2 **amphitheater or campground will happen** unless changes are made. **The only question is when**
3 **and how many people may lose their life.** The situation at the Gorge has to change.”
4 Unfortunately, for Plaintiffs, Live Nation Defendants had not changed the situation at the Gorge
5 with rampant drug use and inadequate security continuing, creating a foreseeable, perfect storm
6 for an event like the one complained of herein.

7 71. Live Nation Defendants were also on notice of the potential of violent acts,
8 including a shooting at a venue of the same place or character as Beyond Wonderland, and that
9 such occurrence is foreseeable, based upon their past experience at other music festivals they
10 organized, managed, and promoted, including the Route 91 Harvest Festival mass shooting in
11 2017, which left sixty people dead and over 850 wounded in the largest mass shooting in U.S.
12 history. As result of the horrible loss of life at the prior Live Nation-sponsored festival, Plaintiffs
13 are informed and believe that Live Nation Defendants, as well as the music and event industry at
14 large, were put on notice of the potential for shootings, and dangers of gun violence at music
15 festivals and similar events.

16 72. Live Nation has also experienced numerous other violent and deadly incidents at
17 its festivals and concerts in the past ten years which make it foreseeable that third party criminal
18 acts like shootings may occur at its music festivals and concerts, including notably: a 2014 fatal
19 shooting at Shoreline Amphitheater in Mountain View California; a 2016 fatal shooting at Irving
20 Plaza in New York that also left three wounded; a 2017 explosion by a suicide bomber outside an
21 Ariana Grande Concert in Manchester, England, that killed 22 people; the 2021 fatal backstage
22 stabbing of Drakeo the Ruler at Once Upon a Time in LA Festival; a 2022 reported shooting at
23 Ruoff Music Center in Noblesville, Indiana; and the 2022 attempted knife attack on comedian
24 Dave Chapelle onstage at the Hollywood Bowl in Los Angeles, California.

25 73. More recently, multiple violent incidents at the Gorge itself have continued to put
26 Live Nation Defendants on notice of the need to prevent illicit drugs and weapons from being
27 brought onto the premises. Most notably, in 2022, Live Nation Defendants narrowly avoided a

1 potential shooting incident at The Gorge during another electronic dance music festival. During
2 the Bass Canyon electronic dance music festival a man was observed inhaling an intoxicant,
3 loading two pistols in the trunk of his car in the parking lot, and asking concertgoers when people
4 would be leaving. Thankfully, concertgoers reported the potential assailant to deputies and security
5 and he was arrested prior to any violence occurring. Nonetheless, the potential shooting scare
6 provides ample notice that such a shooting is a foreseeable event at Live Nation festivals at the
7 Gorge.

8 74. Public records are replete with concerns voiced by citizens, municipalities, and law
9 enforcement concerned about the violence and drug use at Live Nation festivals at the Gorge in
10 the years leading up to this shooting. Hundreds of police reports reference violence, weapons, and
11 drugs inside both the campground and concert venue: Defendants were fully on notice that the
12 combination of drugs and weapons at its location posed a serious threat to the safety of attendees
13 like the Plaintiffs in this case. Despite this clear notice and history of incidents, Defendants took
14 no reasonable steps to ensure that the Shooter was prevented from bringing in firearms,
15 ammunition, and drugs, resulting in the senseless deaths and shootings described herein.

16 75. The events leading up to, in addition to, the Shooting were foreseeable because
17 Live Nation Defendants knew of the industry opinion about the potential for such an event and
18 had notice and/or knowledge of prior incidents and/or similar wrongful acts occurring on the Gorge
19 and Live Nation premises, including weapons found and confiscated on the venue premises and
20 campgrounds.

21 76. Indeed, this type of event was particularly foreseeable to Live Nation Defendants,
22 as Live Nation Defendants had notice and/or knowledge of multiple prior incidents wherein
23 individuals brought weapons onto The Gorge venue and campground premises, including multiple
24 firearms, among other weapons, that would of, and should of, alerted Live Nation Defendants that
25 an event like the Shooting was reasonably foreseeable.

26 77. Live Nation Defendants had knowledge of previous firearm incidents at The Gorge
27 and/or Live Nation's other properties or events prior to the Shooting, showing such incidents were

1 reasonably foreseeable.

2 78. Live Nation Defendants had knowledge of one or more incidents of violent assaults
3 involving prohibited weapons at The Gorge and/or Live Nation's other properties or events prior
4 to the Shooting, which further showed such incidents were reasonably foreseeable.

5 79. Despite having knowledge that an active shooter, or concertgoer bringing and
6 utilizing weapons on its premises, was reasonably foreseeable, Live Nation Defendants failed to
7 have adequate and effective plans, policies, and procedures in place to prevent an active shooting
8 event from occurring, and to deal with such occurrence.

9 80. Upon information and belief, Live Nation Defendants either reduced the amount of
10 its workforce, including but not limited to, security personnel working the Beyond Wonderland
11 event leading up to the Shooting, or hired and/or staffed an inadequate amount of security
12 personnel for the size of the event.

13 81. Live Nation Defendants' security measures are deficient in dealing with the large
14 number of guests visiting and staying on their property. As a result, this enabled, and continues to
15 enable, individuals to bring prohibited items onto the property such as illicit drugs, firearms,
16 ammunition, and/or other weapons, which enabled, and continues to enable, individuals to engage
17 in prohibited activities and use dangerous items while on Live Nation's premises.

18 82. Live Nation Defendants' systemic security failures enabled and contributed to the
19 Shooter bringing and using dangerous, prohibited items onto the premises.

20 83. But for these inadequate and defective security policies, procedures, and safeguards
21 provided by Live Nation Defendants, among other negligent conduct, the Shooting would not and
22 could not have occurred.

23 84. But for Live Nation Defendants' inadequate staffing of security personnel, among
24 other negligent conduct, the Shooting would not and could not have occurred.

25 85. But for Live Nation Defendants' failure to intervene when the Shooter began to
26 demonstrate threatening, aggressive, and unhinged behavior, the Shooting would not and could
27 not have occurred.

1 86. But for Live Nation Defendants' failure to timely intervene when the Shooter
2 retrieved his weapon, the Shooting would not and could not have occurred.

3 87. But for Live Nation Defendants failing to take basic minimum precautions that are
4 reasonably expected from an innkeeper, among other negligent conduct, Plaintiffs would not have
5 been injured or killed.

6 88. But for Live Nation Defendants' failure to exercise due care in keeping their
7 premises reasonably safe, among other negligent conduct, Plaintiffs would not have been injured
8 or killed.

9 **C. Live Nation's Joint Venture Prioritized Profit Over Security**

10 89. Live Nation holds itself out as the world's leading live entertainment company,
11 continually seeking to expand its footprint and obtain an even larger market share of the live events
12 space it dominates, to fuel its profit growth.

13 90. While Live Nation minimizes its expenses through cost-cutting measures like the
14 hiring of minimal security at events like Beyond Wonderland, Live Nation has simultaneously
15 turned record-breaking profits. In the first quarter of 2023 alone, Live Nation posted a record-
16 breaking \$3.1 billion in revenue – up 73% from the same period last year, with a record 19.5
17 million fans attending its events. Through the third quarter of 2023, year to date, Live Nation has
18 sold 140 million tickets for its shows, brought in \$16.9 billion in revenue, and posted an operating
19 income of \$1.1 billion, a 36% increase from the year prior.

20 91. As part of its drive for profits, Live Nation has continued to seek to expand in the
21 music festival space, including with its joint venture and investment in Insomniac in 2013, and
22 subsequent holding of Beyond Wonderland festivals at The Gorge.

23 92. Upon information and belief, Live Nation Entertainment, Inc., owned, operated,
24 and/or maintained The Gorge that hosted the Beyond Wonderland festival.

25 93. Upon information and belief, and on or around that same timeframe, Defendants
26 entered and participated in a joint venture when it promoted, organized, marketed, hosted, secured,
27 and/or otherwise held the Beyond Wonderland festival. Specifically:

- 1 a. Live Nation individually, and as co-venturers, entered into a contractual
2 relationship with one another – in the nature of an informal partnership – for
3 purposes of organizing, hosting, marketing, securing, and/or otherwise holding the
4 Beyond Wonderland festival;
- 5 b. Live Nation individually, and as co-venturers, conducted a business enterprise by
6 promoting, organizing, marketing, hosting, securing, and/or otherwise holding the
7 Beyond Wonderland festival; and
- 8 c. Live Nation, each of them, and as co-venturers, agreed to share jointly, or in
9 proportion to capital contributed, in profits and losses from the Beyond Wonderland
10 festival.

11 94. Upon information and belief, as part of the joint venture, Live Nation
12 Entertainment, Inc., provided the venue and land for Live Nation Defendants to host the Beyond
13 Wonderland festival, Live Nation Concerts, Inc. and/or Insomniac Holdings, LLC, served as the
14 event promoter of the Beyond Wonderland festival, and CMS provided security for the event.

15 95. Live Nation Defendants' inadequate security at the venue caused and/or contributed
16 to the severe injuries and deaths that occurred on June 17, 2023, including the deaths of Plaintiffs
17 Brandy Escamilla and Josilyn Ruiz and the serious, permanent injuries sustained by Lily Luksich.

18 96. Upon information and belief, and at all times relevant herein, Defendants were
19 responsible for hiring, managing, training, and/or supervising event staff working at The Gorge
20 and its surrounding campgrounds.

21 97. Upon information and belief, pursuant to local codes and/or ordinances, Defendants
22 were required to obtain an outdoor festival permit in order to hold the Festival. As permit holders,
23 Defendants were required to meet certain conditions prior to holding such an event, which included
24 submitting a detailed security plan.

25 98. Live Nation Defendants, each of them, collaborated, discussed, organized, drafted
26 and/or otherwise prepared a security plan for the Festival.

27

1 99. Live Nation Defendants failed to reasonably hire staff with the requisite experience
2 and/or to properly train them to keep patrons safe and prevent incidents of violence, like the
3 Shooting, from occurring. Such failures include, but are not limited to, the following:

- 4 a. Not searching vehicles for illicit drugs or weapons upon entry onto the premises, or
5 failing to conduct a diligent search with due care; and/or
6 b. Not intervening to provide either medical aid, or ejecting from the premises patrons
7 who are visibly under the influence of illegal drugs, or who display threatening,
8 aggressive behavior that may imperil other festivalgoers.

9 100. Defendants, each of them, and as co-venturers, are jointly and severally liable to
10 Plaintiffs for the wrongful acts and conduct committed in furtherance of the joint venture.

11 101. That Defendants' negligent acts, omissions, and conduct in organizing, hosting,
12 marketing, securing, and/or otherwise holding the Beyond Wonderland festival is imputed to each
13 and every co-venturer of the joint enterprise rendering those participating in the joint venture liable
14 for Plaintiffs' injuries.

15 102. But for Defendants' failures, the events of June 17, 2023, would not, should not,
16 and could not have occurred.

17 **CLAIMS OF RELIEF BY PLAINTIFFS THE ESTATE OF BRANDY ESCAMILLA,**
18 **THE ESTATE OF JOSILYN RUIZ, BLANCA ESCAMILLA, EDDIE ESCAMILLA,**
19 **JOHN RUIZ, AND/OR ANITA MILLER-RUIZ**
20 **FIRST CLAIM FOR RELIEF**

21 **Negligence**

22 **(By Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca**
23 **Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz As Against all**
24 **DEFENDANTS, including DOES/ROES 1 Through 50, inclusive)**

25 103. Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca
26 Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz reallege and incorporate by
27 reference every allegation contained in this Complaint as though fully set forth herein.

104. At all relevant times, Live Nation Defendants had a duty of reasonable care in the

1 protection and safeguarding of persons on The Gorge premises, including persons in attendance at
2 the Beyond Wonderland festival grounds, and the properties and areas leading to and from the
3 festival including the campgrounds.

4 105. At all relevant times, Live Nation as the owner of the Gorge, which serves alcoholic
5 beverages and provides overnight lodging facilities in the form of its campgrounds, had a duty as
6 an innkeeper and/or restaurant owner to exercise reasonable care to protect its patrons from injury
7 at the hands of a fellow guest, even in the absence of prior similar incidents.

8 106. At all relevant times, Live Nation Defendants had a duty of reasonable care to
9 prevent illegal drugs, firearms, and/or weapons from being allowed on The Gorge premises,
10 including, but not limited to, on the campgrounds and at the venue.

11 107. At all relevant times, Live Nation Defendants had a duty of reasonable care to
12 intervene or eject from its premises individuals that were openly intoxicated on illegal drugs, or
13 that displayed threatening, aggressive, or violent behavior toward other festivalgoers.

14 108. At all relevant times, upon Live Nation Defendants undertaking to mitigate the risk
15 of guests bringing illegal drugs or weapons upon its premises, it further had a duty to undertake
16 such mitigation in a non-negligent manner.

17 109. At all relevant times, Live Nation Defendants knew or should have known that it
18 was reasonably foreseeable that a breach of its duties to keep its premises reasonably safe and free
19 from illegal drugs, firearms, and weapons would result in injury or death to its guests.

20 110. At all relevant times, Live Nation Defendants also knew or should have known that
21 it was reasonably foreseeable that a breach of its duties to intervene or eject from its premises
22 individuals that were openly intoxicated on illegal drugs, or that displayed threatening, aggressive,
23 or violent behavior toward other festivalgoers would result in injury or death to its guests.

24 111. Live Nation Defendants breached their duty of reasonable care by failing to
25 maintain The Gorge premises in a reasonably safe condition, including, but not limited to, the
26 following:

- a. failing entirely to conduct searches of numerous people and vehicles first entering The Gorge premises, including its campgrounds;
- b. failing to conduct proper, adequate, and reasonable searches of vehicles entering the Gorge premises, including its campgrounds;
- c. failing to employ reasonable security measures, including the reasonable use of adequately trained and/or staffed weapon sniffing dogs, to conduct searches of all vehicles entering the Gorge premises, including its campgrounds;
- d. failing to discover the Shooter's illegal drugs, handgun, or other prohibited items between June 16, 2023, and June 17, 2023;
- e. failing to monitor, observe, or otherwise spot the Shooter as he ingested illegal drugs on the campgrounds;
- f. failing to monitor, observe, or otherwise spot the Shooter displaying visible signs of illegal drug intoxication or "tripping" at the venue;
- g. failing to respond to, intervene, or otherwise act upon the Shooter's display of illegal drug use or intoxication;
- h. failing to respond to, intervene, or otherwise act upon the Shooter's display of erratic, aggressive, or threatening behavior toward other festivalgoers;
- i. failing to provide adequate security personnel on the campgrounds and venue;
- j. failing to adequately train and supervise employees on conducting adequate searches of vehicles and persons to detect illegal drugs or weapons;
- k. failing to adequately train and supervise employees on the reporting and discovery of suspicious or intoxicated individuals, persons, and/or activities;
- l. failing to employ adequate safety measures;

- m. failing to exercise due care;
- n. failing to take minimal safety precautions to ensure the safety of guests on its premises;

112. Live Nation Defendants failed to reasonably hire staff with the requisite experience and/or to properly train them to keep patrons safe and prevent incidents of violence, like the Shooting, from occurring. Such failures include, but are not limited to, the following:

- a. Not searching vehicles for illicit drugs or weapons upon entry onto the premises, or failing to conduct a diligent search with due care; and/or
- b. Not intervening to provide either medical aid, or ejecting from the premises patrons who are visibly under the influence of illegal drugs, or who display threatening, aggressive behavior that may imperil other festivalgoers.

113. Live Nation Defendants are further liable for the negligence of its employees pursuant to the doctrine of *respondeat superior*, and the negligence of its agents under the doctrine of vicarious liability.

114. Based on the conduct of the Shooter on the date of the incident prior to, and after ingesting the hallucinogenic mushrooms, Live Nation Defendants knew or should have known that it was foreseeable that the Shooter could cause harm to someone on and/or adjacent to its premises. Further, based on Live Nation Defendants' past experience, both at The Gorge and at its other venues, events, and festivals, as well as based on the place and/or character of The Gorge as a music festival, Live Nation Defendants knew or should have known, that it was foreseeable that harmful conduct of third parties, like that of the Shooter, would occur on its premises.

115. As a direct and proximate result of the negligence of Live Nation Defendants, Decedents Brandy Escamilla and Josilyn Ruiz suffered fatal injuries and wrongful death.

116. That as a further direct and proximate result of Live Nation Defendants' negligence, acts and omissions, from the time of the Decedents' injuries until their death, Decedents, and each of them, suffered intense physical pain and suffering, anxiety, emotional distress, and/or

1 humiliation, all to the damages of each Decedent's Estate, the full extent of which will be
2 established at the time of trial.

3 117. As a result of the injuries to and resulting death of the Decedents, each Decedent's
4 Estate may recover any economic damages, such as medical expenses, which each Decedent
5 incurred or sustained before their death, funeral expenses, and net accumulations lost to their
6 Estate, the full extent of which will be established at the time of trial.

7 118. The surviving heirs and siblings of each Decedent and each Decedent's Estate are
8 entitled to maintain an action for damages against Defendants for wrongful death, including, but
9 not limited to, damages set forth in RCW 4.20.010 and RCW 4.20.060, the full extent of which
10 will be established at the time of trial.

11 119. The surviving heirs and parents of each Decedent are entitled to maintain an action
12 for damages against Defendants for death of their adult child, including, but not limited to,
13 damages set forth in RCW 4.24.010, the full extent of which will be established at time of trial.

14 120. As a result of the injuries to and resulting death of the Decedents, the beneficiaries
15 of each Decedent are entitled to economic and noneconomic damages, such as their loss of
16 probable support, care, grief or sorrow, companionship, society and love, and guidance, the exact
17 extent of which will be established at the time of trial.

18 121. As a result of Defendants' negligence and wrongful conduct, the heirs and estate of
19 each Decedent have been required to retain the services of attorneys, and to incur attorney's fees
20 and costs thereby.

21 **SECOND CLAIM FOR RELIEF**

22 **Premises Liability**

23 **(By Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca**

24 **Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz As Against all**

25 **DEFENDANTS, including DOES/ROES 1 Through 50, inclusive)**

26 122. Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca
27 Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz reallege and incorporate by

1 reference every allegation contained in this Complaint as though fully set forth herein.

2 123. At all times mentioned, Live Nation was the owner, manager, supervisor,
3 maintainer, operator, and/or controller of the premises, campgrounds, and common area known as
4 The Gorge Amphitheatre located at 754 Silica Road NW, Quincy, WA 98848.

5 124. At all times mentioned herein, Live Nation Defendants owed a duty of care to
6 concertgoers and overnight campers like Plaintiffs.

7 125. At all times mentioned herein, Live Nation Defendants failed to exercise due care
8 for the safety of Plaintiffs.

9 126. At all times mentioned herein, Live Nation Defendants negligently failed to
10 reasonably secure, inspect, maintain, and/or supervise said premises, failed to keep said premises
11 reasonably safe, and further failed to protect Plaintiffs from dangers and/or hazards, which resulted
12 in injuries to Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca
13 Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz.

14 127. As a direct and proximate cause of Live Nation Defendants' failures, omissions,
15 and wrongful conduct, Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz,
16 Blanca Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz sustained numerous injuries,
17 as alleged herein.

18 128. Live Nation Defendants negligently, willfully, and/or recklessly failed to perform
19 certain responsibilities and duties owed to Plaintiffs, *inter alia*:

- 20 a. By failing to exercise due care for the safety of its patrons, ignoring signs
21 of suspicion that, if noticed, would have prevented, or significantly
22 thwarted, the Shooter's efforts;
- 23 b. By failing to conduct diligent and reasonable searches of vehicles and
24 persons brought upon the premises;
- 25
26
27

- 1 c. By failing to have adequately trained or competent personnel on duty,
2 including security guards, prior to the attack, to detect a patron that may
3 pose a risk to others;
- 4 d. By failing to have adequately trained, competent, or sufficient personnel on
5 duty, including security guards, to respond to and prevent an attack on the
6 campgrounds;
- 7 e. By failing to establish and enforce such other measures necessary and
8 reasonable to protect Plaintiffs from physical attack and death, thereby
9 failing to provide a reasonably safe venue; and
- 10 f. By failing to enforce its own policies and procedures.

11 129. Live Nation Defendants breached their duty to Plaintiffs to maintain a reasonably
12 safe premises and acted negligently by failing to provide adequate security for the premises.

13 130. Live Nation Defendants knew or should have known that the lack of staffing and
14 inadequate security policies and procedures made it susceptible to cause the injuries to Plaintiffs
15 The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca Escamilla, Eddie Escamilla,
16 John Ruiz, and Anita Miller-Ruiz, and should have warned Plaintiffs of such risks.

17 131. Prior to the events of the Shooting, the inherently unsafe condition of the premises
18 was known by, or should have been known by Live Nation Defendants in the exercise of
19 reasonable care.

20 132. Live Nation Defendants knew or should have known that the failure to develop,
21 monitor, operate and/or control the premises in a reasonable safe manner made it susceptible to a
22 mass casualty event that could lead to injury and/or death of those at its premises including, but
23 not limited to, those in attendance of the Beyond Wonderland festival.

24 133. The injuries to Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn
25 Ruiz, Blanca Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz were proximately
26 caused by Live Nation Defendants' negligence, including failure to properly staff and maintain
27

1 adequate security policies and procedures for its premises, among other things.

2 134. As a direct and proximate result of the negligence of Live Nation Defendants,
3 Decedents Brandy Escamilla and Josilyn Ruiz suffered fatal injuries and wrongful death.

4 135. That as a further direct and proximate result of Live Nation Defendants' negligence,
5 and acts and omissions, from the time of the Decedents' injuries until their death, Decedents, and
6 each of them, suffered intense physical pain and suffering, anxiety, emotional distress, and/or
7 humiliation, all to the damages of each Decedent's Estate, the full extent of which will be
8 established at the time of trial.

9 136. As a result of the injuries to and resulting death of the Decedents, each Decedent's
10 Estate may recover any economic damages, such as medical expenses, which each Decedent
11 incurred or sustained before their death, funeral expenses, and net accumulations lost to their
12 Estate, the full extent of which will be established at the time of trial.

13 137. The surviving heirs and siblings of each Decedent and each Decedent's Estate are
14 entitled to maintain an action for damages against Defendants for wrongful death, including, but
15 not limited to, damages set forth in RCW 4.20.010 and RCW 4.20.060, the full extent of which
16 will be established at the time of trial.

17 138. The surviving heirs and parents of each Decedent are entitled to maintain an
18 action for damages against Defendants for death of their adult child, including, but not limited to,
19 damages set forth in RCW 4.24.010, the full extent of which will be established at time of trial.

20 139. As a result of the injuries to and resulting death of the Decedents, the
21 beneficiaries of each Decedent are entitled to economic and noneconomic damages, such as their
22 loss of probable support, care, grief or sorrow, companionship, society and love, and guidance,
23 the exact extent of which will be established at the time of trial.

24 140. As a result of Defendants' negligence and wrongful conduct, the heirs and estate
25 of each Decedent have been required to retain the services of attorneys, and to incur attorney's
26 fees and costs thereby.

27 **THIRD CLAIM FOR RELIEF**

1 **Negligent Hiring, Retention, and Supervision**

2 **(By Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca**
3 **Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz As Against all**
4 **DEFENDANTS, including DOES/ROES 1 Through 50, inclusive)**

5 141. Plaintiffs reallege and incorporate by reference every allegation contained in this
6 Complaint as though fully set forth herein.

7 142. Live Nation Defendants owed a duty of care to concert-goers and festival campers
8 like Plaintiffs.

9 143. Live Nation Defendants were negligent in the selection, hiring, training,
10 supervision and/or retention of their employees, agents, servants, partners, associates, and/or
11 associations, at all times relevant herein.

12 144. Live Nation Defendants by and through their employees, agents, servants,
13 partners, associates, and/or associations, breached their duty of care by failing to put into place
14 safety protocols when they knew or should have known that their employees and/or agents
15 and/or servants might cause a high risk to innocent parties such as Plaintiffs.

16 145. Live Nation Defendants are vicariously liable for damages resulting from their
17 employees', agents', servants', partners', associates' and/or associations' negligent actions
18 against Plaintiffs during the scope of employment.

19 146. As a direct and proximate result of Live Nation Defendants' negligent hiring,
20 retention, and supervision, Plaintiffs, and each of them, sustained general and special damages in
21 an amount to be determined at the time of trial.

22 147. As a direct and proximate result of Live Nation Defendants' negligent hiring,
23 retention, and supervision, Decedents Brandy Escamilla and Josilyn Ruiz suffered fatal injuries
24 and wrongful death.

25 148. That as a further direct and proximate result of Live Nation Defendants' negligent
26 conduct, acts and omissions, from the time of the Decedents' injuries until their death,
27 Decedents, and each of them, suffered intense physical pain and suffering, anxiety, emotional

1 distress, and/or humiliation, all to the damages of each Decedent's Estate, the full extent of which
2 will be established at the time of trial.

3 149. As a result of the injuries to and resulting death of the Decedents, each Decedent's
4 Estate may recover any economic damages, such as medical expenses, which each Decedent
5 incurred or sustained before their death, funeral expenses, and net accumulations lost to their
6 Estate, the full extent of which will be established at the time of trial.

7 150. The surviving heirs and siblings of each Decedent and each Decedent's Estate are
8 entitled to maintain an action for damages against Defendants for wrongful death, including, but
9 not limited to, damages set forth in RCW 4.20.010 and RCW 4.20.060, the full extent of which
10 will be established at the time of trial.

11 151. The surviving heirs and parents of each Decedent are entitled to maintain an action
12 for damages against Defendants for death of their adult child, including, but not limited to,
13 damages set forth in RCW 4.24.010, the full extent of which will be established at time of trial.

14 152. As a result of the injuries to and resulting death of the Decedents, the beneficiaries
15 of each Decedent are entitled to economic and noneconomic damages, such as their loss of
16 probable support, care, grief or sorrow, companionship, society and love, and guidance, the exact
17 extent of which will be established at the time of trial.

18 153. As a result of Defendants' negligence and wrongful conduct, the heirs and estate of
19 each Decedent have been required to retain the services of attorneys, and to incur attorney's fees
20 and costs thereby.

21 22 **FOURTH CLAIM FOR RELIEF**

23 **Wrongful Death**

24 **(By Plaintiffs The Estate of Brandy Escamilla and The Estate of Josilyn Ruiz As**
25 **Against all DEFENDANTS, including DOES/ROES 1 Through 50, inclusive)**

26 154. Plaintiffs The Estate of Brandy Escamilla and the Estate of Josilyn Ruiz reallege
27 and incorporate by reference every allegation contained in this Complaint as though fully set forth

1 herein.

2 155. Pursuant to RCW 4.20.010, “[w]hen the death of a person is caused by the wrongful
3 act, neglect, or default of another person, his or her personal representative may maintain an action
4 against the person causing the death for the economic and noneconomic damages sustained by the
5 beneficiaries listed in RCW 4.02.020 as a result of the decedent’s death”

6 156. Further pursuant to RCW 4.20.020, an “action under RCW 4.20.010 . . . may be
7 maintained for the benefit of the parents or siblings of the deceased[,]” in the event there is no
8 surviving spouse, domestic partner, or child.

9 157. That as a direct and proximate result of the negligence of Defendants, Decedents
10 Brandy Escamilla and Josilyn Ruiz suffered fatal injuries and sustained damages in an amount to
11 be determined at the time of trial.

12 158. That as a further direct and proximate result of Defendants’ negligence, acts and
13 omissions, from the time of the Decedent’s injuries until their death, Decedents, and each of them
14 suffered intense physical pain and suffering, anxiety, emotional distress, and/or humiliation, all to
15 their damages, the full extent of which will be established at the time of trial.

16 159. The surviving heirs and siblings of each Decedent and each Decedent’s Estate are
17 entitled to maintain an action for damages against Defendants for wrongful death, including, but
18 not limited to, damages set forth in RCW 4.20.010 and RCW 4.20.060, the full extent of which
19 will be established at the time of trial.

20 160. As a result of the injuries to and resulting death of the Decedents, the beneficiaries
21 of each Decedent are entitled to economic and noneconomic damages, such as their loss of
22 probable support, care, grief or sorrow, companionship, society and love, and guidance, the exact
23 extent of which will be established at the time of trial.

24 161. As a result of the injuries to and resulting death of the Decedents, each Decedent’s
25 Estate may recover any economic damages, such as medical expenses, which each Decedent
26 incurred or sustained before their death, funeral expenses, and net accumulations lost to their
27 Estate, in an amount to be determined at the time of trial.

1 162. As a result of Defendants' negligence and wrongful conduct, the heirs and estate of
2 each Decedent have been required to retain the services of attorneys and to incur attorney's fees
3 and costs thereby.

4 **FIFTH CLAIM FOR RELIEF**

5 **Action for Injury or Death of Child**

6 **(By Plaintiffs Blanca Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz As**
7 **Against all DEFENDANTS, including DOES/ROES 1 Through 50, inclusive)**

8 163. Plaintiffs Blanca Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz
9 reallege and incorporate by reference every allegation contained in this Complaint as though fully
10 set forth herein.

11 164. Pursuant to RCW 4.24.010, "a parent or legal guardian who has had significant
12 involvement in the life of an adult child, may maintain or join as a party an action as plaintiff for
13 the injury or death of the child."

14 165. That Plaintiffs Blanca Escamilla and Eddie Escamilla had significant involvement
15 in the life of their daughter, decedent Brandy Escamilla, at or near the time of her death.

16 166. That Plaintiffs John Ruiz and Anita Miller-Ruiz had significant involvement in the
17 life of their daughter, Josilyn Ruiz, at or near the time of her death.

18 167. That as a direct and proximate result of the negligence of Defendants, decedents
19 Brandy Escamilla and Josilyn Ruiz suffered fatal injuries and sustained damages in an amount to
20 be determined at the time of trial.

21 168. That as a further direct and proximate result of Defendants' negligence, acts and
22 omissions, from the time of the Decedents' injuries until their death, Decedents, and each of them
23 suffered intense physical pain and suffering, anxiety, emotional distress, and/or humiliation, all to
24 their damages, the full extent of which will be established at the time of trial.

25 169. The surviving parents of each Decedent are entitled to maintain an action for
26 damages against Defendants for injury to and wrongful death of their adult child, including, but
27 not limited to, damages set forth in RCW 4.24.010, the full extent of which will be established at

1 the time of trial.

2 170. As a result of the injuries to and resulting death of the Decedents, each Decedent's
3 parent is entitled to economic and noneconomic damages, such as their loss of probable support,
4 love and companionship, emotional support, and for injury to or destruction of the parent-child
5 relationship, and their personal grief, mental anguish, and suffering as result of the loss of their
6 child, the exact extent of which will be established at the time of trial.

7 171. As a result of Defendants' negligence and wrongful conduct, the parents of each
8 Decedent have been required to retain the services of attorneys and to incur attorney's fees and
9 costs thereby.

10 **SIXTH CLAIM FOR RELIEF**

11 **Nuisance**

12 **(By Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca**
13 **Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz As Against all**
14 **DEFENDANTS, including DOES/ROES 1 Through 50, inclusive)**

15 172. Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz, Blanca
16 Escamilla, Eddie Escamilla, John Ruiz, and Anita Miller-Ruiz reallege and incorporate by
17 reference every allegation contained in this Complaint as though fully set forth herein.

18 173. Decedents Brandy Escamilla and Josilyn Ruiz were ticket holders with the right to
19 occupy, attend, and/or otherwise be present at the venue for the Beyond Wonderland festival,
20 including campgrounds and adjacent property controlled and owned by Live Nation.

21 174. Live Nation Defendants, by way of their acts and omissions, created and/or
22 permitted an ongoing condition, namely Live Nation Defendants' failure in operating a high-traffic
23 music festival venue, The Gorge, without adequate security measures in place to detect, identify,
24 and/or otherwise prevent patrons with dangerous weapons and illicit drugs from coming onto its
25 premises.

26 175. The existence of that ongoing condition was harmful to Plaintiffs' health, safety
27 and welfare so as to substantially interfere with Plaintiffs' comfort, health, safety, and security in

1 life.

2 176. This condition substantially interfered with Plaintiffs' security in life and
3 enjoyment of the venue.

4 177. An ordinary person would be disturbed by Live Nation Defendants' conduct.

5 178. Live Nation Defendants' failure to operate its business with adequate security
6 measures in place was a substantial factor in causing harm to Plaintiffs The Estate of Brandy
7 Escamilla, The Estate of Josilyn Ruiz, Blanca Escamilla, Eddie Escamilla, John Ruiz, and Anita
8 Miller-Ruiz.

9 179. The seriousness of the harm outweighed the public benefit of Live Nation
10 Defendants' conduct, namely that Live Nation Defendants must enact, develop and/or implement
11 reasonable security measures so patrons in close proximity to such business operations will not be
12 unreasonably harmed as a result.

13 180. As a direct and proximate result of Live Nation Defendants' conduct, Decedents
14 Brandy Escamilla and Josilyn Ruiz suffered fatal injuries and sustained damages in an amount to
15 be determined at the time of trial.

16 181. That as a further direct and proximate result of Live Nation Defendants' conduct,
17 from the time of the Decedent's injuries until their death, Decedents, and each of them suffered
18 intense physical pain and suffering, anxiety, emotional distress, and/or humiliation, all to their
19 damages, the full extent of which will be established at the time of trial.

20 182. The surviving heirs and siblings of each Decedent and each Decedent's Estate are
21 entitled to maintain an action for damages against Defendants for wrongful death, including, but
22 not limited to, damages set forth in RCW 4.20.010 and RCW 4.20.060, the full extent of which
23 will be established at the time of trial.

24 183. The surviving parents of each Decedent are entitled to maintain an action for
25 damages against Defendants for injury to and wrongful death of their adult child, including, but
26 not limited to, damages set forth in RCW 4.24.010, the full extent of which will be established at
27 the time of trial.

1 184. As a result of the injuries to and resulting death of the Decedents, the beneficiaries
2 of each Decedent are entitled to economic and noneconomic damages, such as their loss of
3 probable support, care, grief or sorrow, companionship, society and love, and guidance, the exact
4 extent of which will be established at the time of trial.

5 185. As a result of the injuries to and resulting death of the Decedents, each Decedent's
6 Estate may recover any economic damages, such as medical expenses, which each Decedent
7 incurred or sustained before their death, funeral expenses, and net accumulations lost to their
8 Estate, in an amount to be determined at the time of trial.

9 186. As a result of Live Nation Defendants' negligence and wrongful conduct, the heirs
10 and estate of each Decedent have been required to retain the services of attorneys and to incur
11 attorney's fees and costs thereby.

12 **CLAIMS FOR RELIEF BY PLAINTIFF LILY LUKSICH**

13 **SEVENTH CLAIM FOR RELIEF**

14 **Negligence**

15 **(By Plaintiff Lily Luksich As Against all DEFENDANTS, including DOES/ROES 1**

16 **Through 50, inclusive)**

17 187. Plaintiff Lily Luksich realleges and incorporates by reference every allegation
18 contained in this Complaint as though fully set forth herein. Additionally, Plaintiff Luksich asserts
19 the following:

20 188. As a direct and proximate result of the negligence of Live Nation Defendants,
21 Plaintiff Lily Luksich suffered serious, permanent injuries

22 189. That as a further direct and proximate result of Live Nation Defendants' negligence,
23 acts and omissions, Plaintiff Lily Luksich suffered intense physical pain and suffering, anxiety,
24 emotional distress, loss of enjoyment of life and/or humiliation, the full extent of which will be
25 established at the time of trial.

26 190. As a result of Defendants' negligence and wrongful conduct, Plaintiff Lily Luksich
27

1 has been required to retain the services of attorneys and to incur attorney's fees and costs thereby.

2 **EIGHTH CLAIM FOR RELIEF**

3 **Premises Liability**

4 **(By Plaintiff Lily Luksich As Against all DEFENDANTS, including DOES/ROES 1**

5 **Through 50, inclusive)**

6 191. Plaintiff Lily Luksich realleges and incorporates by reference every allegation
7 contained in this Complaint as though fully set forth herein. Additionally, Plaintiff Luksich asserts
8 the following:

9 192. As a direct and proximate result of the negligence of Live Nation Defendants,
10 Plaintiff Luksich suffered serious and permanent injuries as well as intense physical pain and
11 suffering, anxiety, emotional distress, loss of enjoyment of life, and/or humiliation all to her
12 damages, the full extent of which will be established at the time of trial.

13 193. As a result of the serious and permanent injuries suffered by Plaintiff Lily Luksich,
14 Plaintiff Lily Luksich may recover any economic damages, such as medical expenses, the full
15 extent of which will be established at the time of trial.

16 194. As a result of Defendants' negligence and wrongful conduct, Plaintiff Lily Luksich
17 has been required to retain the services of attorneys and to incur attorney's fees and costs thereby.

18 **NINTH CLAIM FOR RELIEF:**

19 **Negligent Hiring, Retention, and Supervision**

20 **(By Plaintiff Lily Luksich As Against all DEFENDANTS, including DOES/ROES 1**

21 **Through 50, inclusive)**

22 195. Plaintiff Lily Luksich realleges and incorporates by reference every allegation
23 contained in this Complaint as though fully set forth herein. Additionally, Plaintiff Luksich asserts
24 the following:

25 196. As a direct and proximate result of Live Nation Defendants' negligent hiring,
26 retention, and supervision, Plaintiff Lily Luksich suffered serious and permanent injuries as well
27

1 as intense physical pain and suffering, anxiety, emotional distress, loss of enjoyment of life, and/or
2 humiliation all to her damages, the full extent of which will be established at the time of trial.

3 197. As a result of the serious and permanent injuries suffered by Plaintiff Lily Luksich,
4 Plaintiff Lily Luksich may recover any economic damages, such as medical expenses, the full
5 extent of which will be established at the time of trial.

6 198. As a result of Defendants' negligence and wrongful conduct, Plaintiff Lily Luksich
7 has been required to retain the services of attorneys and to incur attorney's fees and costs thereby.

8 **TENTH CLAIM FOR RELIEF:**

9 **Nuisance**

10 **(By Plaintiff Lily Luksich As Against all DEFENDANTS, including DOES/ROES 1**
11 **Through 50, inclusive)**

12 199. Plaintiff Lily Luksich realleges and incorporates by reference every allegation
13 contained in this Complaint as though fully set forth herein. Additionally, Plaintiff Luksich asserts
14 the following:

15 200. Plaintiff Lily Luksich was a ticket holder with the right to occupy, attend, and/or
16 otherwise be present at the venue for the Beyond Wonderland festival, including campgrounds and
17 adjacent property controlled and owned by Live Nation.

18 201. Live Nation Defendants' failure to operate their businesses with adequate security
19 measures in place was a substantial factor in causing Plaintiff Lily Luksich's harm.

20 202. As a direct and proximate result of Live Nation Defendants' failure to operate its
21 business without adequate security measures and supervision, Plaintiff Lily Luksich suffered
22 serious and permanent injuries as well as intense physical pain and suffering, anxiety, emotional
23 distress, loss of enjoyment of life, and/or humiliation all to her damages, the full extent of which
24 will be established at the time of trial.

25 203. As a result of the serious and permanent injuries suffered by Plaintiff Lily Luksich,
26 Plaintiff Lily Luksich may recover any economic damages, such as medical expenses, the full
27 extent of which will be established at the time of trial.

1 204. As a result of Defendants’ negligence and wrongful conduct, Plaintiff Lily Luksich
2 has been required to retain the services of attorneys and to incur attorney’s fees and costs thereby.

3 **PLAINTIFFS THE ESTATE OF BRANDY ESCAMILLA, THE ESTATE OF JOSILYN**
4 **RUIZ, BLANCA ESCAMILLA, EDDIE ESCAMILLA, EDWARD ESCAMILLA, JOHN**
5 **RUIZ, ANITA MILLER-RUIZ, JONATHAN D. RUIZ, and JULIA RUIZ’S PRAYER**
6 **FOR RELIEF**

7 WHEREFORE, Plaintiffs The Estate of Brandy Escamilla, The Estate of Josilyn Ruiz,
8 Blanca Escamilla, Eddie Escamilla, Edward Escamilla, John Ruiz, Anita Miller-Ruiz, Jonathan D.
9 Ruiz, and Julia Ruiz pray for relief in the form of a Judgment in their favor, and against Defendants,
10 for damages as follows:

11 205. For special damages (also known as economic damages), including but not limited
12 to, past and future hospital, medical, professional, funeral, and incidental expenses as well as past
13 and future loss of earnings, loss of opportunity, loss of accumulations, and loss of earning capacity,
14 in excess of the jurisdictional minimum, according to proof;

15 206. For hospital, medical, professional, and incidental expenses, according to proof;

16 207. For general damages (also known as non-economic damages) in an amount that
17 will fairly and justly compensate Plaintiffs for the nature and extent of their injuries, including but
18 not limited to past and future physical and mental pain, suffering, and inconvenience, past and
19 future loss of love, companionship, care, guidance, and emotional support, and past and future
20 destruction of the parent-child relationship, in an amount in excess of the jurisdictional minimum,
21 according to proof; and

22 208. For property damage, according to proof;

23 209. For prejudgment interest, according to proof;

24 210. For pre-trial interest, according to proof;

25 211. For fees and costs of the suit incurred herein, according to proof; and

26 212. For such other and further relief as this Court may deem just and proper.

27 **PLAINTIFF LILY LUKSICH’S PRAYER FOR RELIEF**

 Plaintiff Lily Luksich prays for relief in the form of a Judgment in her favor, and against

1 Defendants, for damages as follows:

2 213. For special damages (also known as economic damages), including but not limited
3 to, past and future hospital, medical, professional, and incidental expenses as well as past and
4 future loss of earnings, loss of opportunity, and loss of earning capacity, in excess of the
5 jurisdictional minimum, according to proof;

6 214. For hospital, medical, professional, and incidental expenses, according to proof;

7 215. For general damages (also known as non-economic damages) in an amount that
8 will fairly and justly compensate Plaintiff for the nature and extent of her injuries, including but
9 not limited to past and future physical and mental pain, suffering, inconvenience, loss of enjoyment
10 of life, and/or humiliation in an amount in excess of the jurisdictional minimum, according to
11 proof; and

12 216. For prejudgment interest, according to proof;

13 217. For pre-trial interest, according to proof;

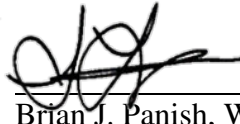
14 218. For fees and costs of the suit incurred herein, according to proof; and

15 219. For such other and further relief as this Court may deem just and proper.
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1 DATED: April 10, 2024

PANISH | SHEA | RAVIPUDI LLP

2
3 By:



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20 *and Julia Ruiz*

21 DATED: April 10, 2024

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Attorneys for Plaintiff Lily Luksich

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand trial by jury of all claims and causes of action in this lawsuit to
3 which they are so entitled.

4
5
6 DATED: April 10, 2024

PANISH | SHEA | RAVIPUDI LLP

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26 *and Julia Ruiz*

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DATED: April 10, 2024

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