

Kristoffer Budhram, Esquire
The Law Offices of Conrad J. Benedetto
Bank of America Tower
50 N. Laura Street, Suite 2500
Jacksonville, FL 32202
904-299-5500
krbudhram@benedettolaw.com

Keith Altman, Esquire
(*pro hac vice*)
Excolo Law, PLLC
26700 Lahser Road -Suite 401
Southfield, MI 48031
516-456-5885
kaltman@excololaw.com

Ari Kresch, Esquire
(*pro hac vice* to be applied for)
1-800-LAW-FIRM
26700 Lahser Road
Suite 400
Southfield, MI 48031
1-800-LAW-FIRM
akresch@1800lawfirm.com

Conrad J. Benedetto, Esquire
(*pro hac vice* to be applied for)
1615 S. Broad Street
Philadelphia, PA 19148
215-389-1900
cjbenedetto@benedettolaw.com
ATTORNEYS FOR THE PLAINTIFFS

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL DISTRICT
IN AND FOR ORANGE COUNTY, FLORIDA**

RUBEN ENRIQUE GARCIA-TEJEDA; CARLOS JAVIER PEREZ-ANGLERO; JOSE VIELMA, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF LUIS S. VIELMA; JOAQUIN ROJAS; SANDY ROBERTS; KADIM RAMOS; CHRISTIAN ORTIZ-CARDONA; CARLOS B. MUNIZ-TORRES; JUAN ANTONETTI; JAVIER ANTONETTI; CARLEEN THOMAS; JOSE CARLOS RAMIREZ-MARTINEZ;

CASE NO: 2018-CA-006102-O

**CIVIL ACTION COMPLAINT AND
JURY DEMAND**

KEINON CARTER; ROLANDO JOSE RODRIGUEZ; EDWIN RIVERA ALVAREZ; KALIESHA M. ANDINO; CARMEN NILDA CAPO-QUINONES, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF LUIS OMAR OCASIO-CAPO; NATHAN OROZCO; NORMAN ESTEVEN CASIANO-MOJICA; NICHOLAS PEREZ; COREY RICHARDS; VICTOR MALDONALDO; BERNEDETTE CRUZ, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF PETER O. GONZALEZ-CRUZ; DIMARIE RODRIGUEZ, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JEAN CARLOS NIEVES; MERCEDES GARCIA; JUAN JOSE CUFINO RODRIGUEZ; OMAR DEGADO; JORDAN M. BOTELHO; EMILY ANN PORTALATIN; BERNICE DEJESUS-VELASQUEZ, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF FRANKY JIMMY DEJESUS VELASQUEZ; ISMAEL MEDINA MORALES, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ANGEL CANDELARIO PADRO; LEONEL MELENDEZ; MERCEDES A. MCQUERY; RONISE ROSE CELESTIN; OLGA M. DISLA-MENCIA, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ANTHONY LAUREANO-DISLA; JOSE ELMER PACHECO ANDRADE; DIGNA ROSA FERNANDEZ, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF SIMON ADRIAN CARRILLO FERNANDEZ; ROBERT TEXIDOR-CARRASQUILLO; MARELY MENENDEZ, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GILBERTO R. SILVA MENENDEZ; YAZMIN REYES, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAVIER JORGE-REYES; JUAN RAMON GUERRERO, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JUAN RAMON GUERRERO JR.; JACKSON J. JOSAPHAT, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JASON B. JOSAPHAT; CHRISTOPHER D. LITTLESTAR; CHRISTINE LEINONEN, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF CHRISTOPHER LEINONEN; MIGUEL VEGA; RODNEY SUMTER; ARACELIS MARIA JIMENEZ, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GERARDO ANONIO ORTIZ-JIMENEZ; MARISSA DELGADO; RODOLFO AYALA; MICHAEL GONZALEZ; NELSON RODRIGUEZ; JAMMY VALENTIN FERNANDEZ, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF LEROY VALENTIN FERNANDEZ;

MAVELYN MERCED; NEREIDA RIBOT; DONALD BROWN, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ANTONIO BROWN, DEMETRICE NAULINGS, CARLOS CHAVECO, JACQUELINE ECHEVERRIA, ROSA MARIE FEBO, ITZA ORTIZ, FRANCHESSKA MERCADO, MAGDA RIVERA, MANUEL RODRIGUEZ, DEMETRIUS POLANCO, JOSEPH NEGRON, BETTIE LINDSEY AND CARLOS SANTO DOMINGO

PLAINTIFFS,

V.

1912 ORANGE AVENUE, LLC; 71495 RBP, LLC; 1299 SIA, LLC; PACINO'S, INC.; PULSE OF ORLANDO, INC.; DOES 1-100, INCLUSIVE, BARBARA POMA; ROSARIO POMA; AND GUS BENITEZ, ESQ.

DEFENDANTS.

FIRST AMENDED COMPLAINT

1. Plaintiffs, RUBEN ENRIQUE GARCIA-TEJEDA; CARLOS JAVIER PEREZ-ANGLERO; JOSE VIELMA, Individually and as Personal Representative of the Estate of LUIS S. VIELMA; JOAQUIN ROJAS; SANDY ROBERTS; KADIM RAMOS; CHRISTIAN ORTIZ-CARDONA; CARLOS B. MUNIZ-TORRES; JUAN ANTONETTI; JAVIER ANTONETTI; CARLEEN THOMAS; JOSE CARLOS RAMIREZ-MARTINEZ; KEINON CARTER; ROLANDO JOSE RODRIGUEZ; EDWIN RIVERA ALVAREZ; KALIESHA M. ANDINO; CARMEN NILDA CAPOQUINONES, Individually and as Personal Representative of the Estate of LUIS OMAR OCASIO-CAPO; NATHAN OROZCO; NORMAN ESTEVEN CASIANO-MOJICA; NICHOLAS PEREZ; COREY RICHARDS; VICTOR MALDONALDO;

BERNEDETTE CRUZ, Individually and as Personal Representative of the Estate of PETER O. GONZALEZ-CRUZ; DIMARIE RODRIGUEZ, Individually and as Personal Representative of the Estate of JEAN CARLOS NIEVES; MERCEDES GARCIA; JUAN JOSE CUFINO RODRIGUEZ; OMAR DEGADO; JORDAN M. BOTELHO; EMILY ANN PORTALATIN; BERNICE DEJESUS-VELASQUEZ, Individually and as Personal Representative of the Estate of FRANKY JIMMY DEJESUS VELASQUEZ; ISMAEL MEDINA MORALES, Individually and as Personal Representative of the Estate of ANGEL CANDELARIO PADRO; LEONEL MELENDEZ; MERCEDES A. MCQUERY; RONISE ROSE CELESTIN; OLGA M. DISLA-MENCIA, Individually and as Personal Representative of the Estate of ANTHONY LAUEANO-DISLA; JOSE ELMER PACHECO ANDRADE; DIGNA ROSA-FERNANDEZ, Individually and as Personal Representative of the Estate of SIMON ADRIAN CARRILLO FERNANDEZ; ROBERT TEXIDOR-CARRASQUILLO; MARELY MENENDEZ, Individually and as Personal Representative of the Estate of GILBERTO R. SILVA MENENDEZ, YAZMIN REYES, Individually and as Personal Representative of the Estate of JAVIER JORGE-REYES; JUAN RAMON GUERRERO, Individually and as Personal Representative of the Estate of JUAN RAMON GUERRERO JR.; JACKSON J. JOSAPHAT, Individually and as Personal Representative of the Estate of JASON B. JOSAPHAT; CHRISTOPHER D. LITTLESTAR; CHRISTINE LEINONEN, Individually and as Personal Representative of the Estate of CHRISTOPHER LEINONEN; MIGUEL VEGA; RODNEY SUMTER; ARACELIS MARIA JIMENEZ Individually and as Personal Representative of the Estate of GERARDO ANONIO ORTIZ-JIMENEZ; MARISSA DELGADO; RODOLFO AYALA; MICHAEL GONZALEZ; NELSON RODRIGUEZ;

JAMMY VALENTIN FERNANDEZ Individually and as Personal Representative of the Estate of LEROY VALENTIN FERNANDEZ; MAVELYN MERCED; NEREIDA RIBOT; DONALD BROWN, Individually and as Personal Representative of the Estate of ANTONIO BROWN, DEMETRICE NAULINGS, CARLOS CHAVECO, JACQUELINE ECHEVERRIA, ROSA MARIE FEBO, ITZA ORTIZ, FRANCHESKA MERCADO, MAGDA RIVERA, MANUEL RODRIGUEZ, DEMETRIUS POLANCO, JOSEPH NEGRON, BETTIE LINDSEY AND CARLOS SANTO DOMINGO, by way of their attorneys, Keith L. Altman of Excolo Law PLLC (*pro hac vice*), Ari Kresch of 1-800-LAW-FIRM (admission *pro hac vice* to be applied for), and Kristoffer R. Budhram, Esquire of the Law Offices of Conrad J. Benedetto and by way of Complaint against the Defendants, 1912 ORANGE AVENUE, LLC; 71495 RBP, LLC; 1299 SIA, LLC; PACINO'S, INC.; PULSE OF ORLANDO, INC.; DOES 1-100, inclusive, BARBARA POMA; ROSARIO POMA; and GUS BENITEZ, Esq. alleges and says:

PRELIMINARY STATEMENT

2. This complaint relates to an incident that took place at the Pulse Nightclub in Orlando, Florida on or about June 12, 2016, during which Omar Mateen (“Shooter”) opened fire, killing, injuring, and/or causing emotional and/or psychological injury to scores of people, including the plaintiffs. This tragedy was rendered all the more unfortunate by the high number of ways that it could have- and should have- been prevented, saving the lives of those killed and rendering unnecessary all of the harm that was caused.
3. As stated more fully below, Defendants were negligent in numerous ways including but not limited to negligent hiring, negligent training, negligent supervision.

4. Astonishingly, in an attempt to remove assets from the reach of Plaintiffs, victims of the Pulse attack, Defendants Barbara and Rosario Poma with the assistance of their attorney, Defendant Gus Benitez, Esq. sold Pulse to two limited liability corporations owned by the Poma's. Such transfer was in clear violation of the Florida Fraudulent Transfer Act.

PARTIES

A. Plaintiff's

5. Plaintiff, RUBEN ENRIQUE GARCIA-TEJEDA, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
6. Plaintiff, CARLOS JAVIER PEREZ-ANGLERO, is a resident of the City of Avon Park, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
7. Plaintiff, JOSE VIELMA, as an individual and Personal Representative of the Estate of LUIS S. VIELMA, is a resident of the City of Sandford, Florida. The decedent was at Pulse Nightclub the night of the shooting at was killed. Jose Vielma was appointed the personal representative of the estate in Seminole County, Florida on or about June 18, 2018. Case Number 2018-CP-777.
8. Plaintiff, JOAQUIN ROJAS, is a resident of the City of Kissimmee, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
9. Plaintiff, SANDY ROBERTS, is a resident of the City of Orlando, Florida. She was at Pulse Nightclub the night of the shooting and was injured.
10. Plaintiff, KADIM RAMOS, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.

11. Plaintiff, CHRISTIAN ORTIZ-CARDONA, is a resident of the City of Kissimmee, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
12. Plaintiff, CARLOS B. MUNIZ-TORRES, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
13. Plaintiff, JUAN ANTONETTI, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
14. Plaintiff, JAVIER ANTONETTI, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
15. Plaintiff, CARLEEN THOMAS, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
16. Plaintiff, JOSE CARLOS RAMIREZ-MARTINEZ, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
17. Plaintiff, KEINON CARTER, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
18. Plaintiff, ROLANO JOSE RODRIGUEZ, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
19. Plaintiff, EDWIN RIVERA ALVAREZ, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
20. Plaintiff, KALIESHA M. ANDINO, is a resident of the City of Kissimmee, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
21. Plaintiff, CARMEN NILDA CAPO-QUINONES, as an individual and Personal Representative of the Estate of LUIS OMAR OCASIO-CAPO, is a resident of the City of Kissimmee, Florida. The decedent was at Pulse Nightclub the night of the shooting and

was killed. Carmen Capo was named as the personal representative of Luis Omar Ocasio Capo in Osceola County, Florida on February 2, 2017. Case number 2016-CP-554.

22. Plaintiff, NATHAN OROZCO, is a resident of the City of Caguas, Puerto Rico. He was at Pulse Nightclub the night of the shooting and was injured.
23. Plaintiff, NORMAN ESTEVEN CASIANO-MOJICA, is a resident of the City of Caguas, Puerto Rico. He was at Pulse Nightclub the night of the shooting and was injured.
24. Plaintiff, NICHOLAS PEREZ, is a resident of the City of Kissimmee, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
25. Plaintiff, COREY RICHARDS, is a resident of the City of Bronx, New York. He was at Pulse Nightclub the night of the shooting and was injured.
26. Plaintiff, VICTOR MALDONALDO, is a resident of the City of Apopka, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
27. Plaintiff, BERNEDETTE CRUZ, as an individual and Personal Representative of the Estate of PETER O. GONZALEZ-CRUZ is a resident of the City of Kissimmee, Florida. The decedent was at Pulse Nightclub the night of the shooting and was killed. Bernadette Cruz was appointed the personal representative of Peter O. Gonzalez-Cruz in Orange County, Florida on September 12, 2016. Case Number 2016-CP-2394.
28. Plaintiff, DIMARIE RODRIGUEZ, as an individual and Personal Representative of the Estate of JEAN CARLOS NIEVES is a resident of the City of Kissimmee, Florida. The decedent was at Pulse Nightclub the night of the shooting and was killed. Dimarie Rodriguez was appointed the personal representative of Jen Carlos Nieves in Osceola County, Florida on March 20, 2017. Case Number 2016-CP-548.

29. Plaintiff, MERCEDES GARCIA, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
30. Plaintiff, JUAN JOSE CUFINO RODRIGUEZ, is a resident of the city of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
31. Plaintiff, OMAR DEGADO, is a resident of the City of Sanford, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
32. Plaintiff, JORDAN M. BOTELHO, is a resident of the City of Ocala, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
33. Plaintiff, EMILY ANN PORTALATIN, is a resident of the City of Altamonte Springs, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
34. Plaintiff, BERNICE DEJESUS-VELASQUEZ, as an individual and Personal Representative of the Estate of FRANKY JIMMY DEJESUS VELASQUEZ, is a resident of the City of San Juan, Puerto Rico. The decedent was at Pulse Nightclub the night of the shooting and was killed. Bernice Dejesus-Velasquez was appointed the personal representative of Franky Jimmy Dejesus Velasquez in Orange County, Florida on June 18, 2018. Case Number 2018-cp-1805
35. Plaintiff, ISMAEL MEDINA MORALES, as an individual and Personal Representative of the Estate of ANGEL CANDELARIO PADRO, is a resident of the City of Moca, Puerto Rico. The decedent was at Pulse Nightclub the night of the shooting and was killed. Ismael Medina Morales was named the personal representative of Angel Candelario Padro in Orange County, Florida on September 8, 2016. Case Number 48-2016-CP-2270.

36. Plaintiff, LEONEL MELENDEZ, is a resident of the City of Metairie, Louisiana. He was at Pulse Nightclub the night of the shooting and was injured.
37. Plaintiff, MERCEDES A. MCQUERY, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
38. Plaintiff, RONISE ROSE CELESTIN, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
39. Plaintiff, OLGA M. DISLA-MENCIA, as an individual and Personal Representative of the Estate of ANTHONY LAUREANO-DISLA, is a resident of the City of San Juan, Puerto Rico. The decedent was at Pulse Nightclub the night of the shooting and was killed. Olga Disla-Mencia was named the personal representative of Anthony Laureano-Disla in Orange County, Florida in 2016. Case Number 2016-cp-2559.
40. Plaintiff, JOSE ELMER PACHECO ANDRADE, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
41. Plaintiff, DIGNA ROSA-FERNANDEZ, as an individual and Personal Representative of the Estate of SIMON ADRIAN CARRILLO FERNANDEZ, is a resident of the City of Orlando, Florida. The decedent was at Pulse Nightclub the night of the shooting and was killed. Digna Rosa-Fernandez was named the personal representative of Simon Adrian Carrillo Fernandez in Osceola County, Florida on September 8, 2016. Case Number 2016-CP-587.
42. Plaintiff, ROBERT TEXIDO-CARASQUILLO, is a resident of the City of Villa Carolina, Puerto Rico. He was at Pulse Nightclub the night of the shooting and was injured.

43. Plaintiff, MARELY MENENDEZ, as an individual and Personal Representative of the Estate of GILBERTO R. SILVA MENENDEZ, is a resident of the City of Orlando, Florida. The decedent was at Pulse Nightclub the night of the shooting and was killed. Marely Menendez was appointed the personal representative of Gilberto R. Silva Menendez in Puerto Rico on or about February 21, 2017.
44. Plaintiff, YAZMIN REYES, as an individual and Personal Representative of the Estate of JAVIER JORGE-REYES, is a resident of the State of Michigan. The decedent was at Pulse Nightclub the night of the shooting and was killed. Yazmin Reyes was appointed the personal representative of Javier Jorge-Reyes in Oakland County, Michigan on January 12, 2017. Case number 2017-374,493-DE.
45. Plaintiff, JUAN RAMON GUERRERO, as an individual and Personal Representative of the Estate of JUAN RAMON GUERRERO JR., is a resident of the State of Florida. The decedent was the Pulse Nightclub the night of the shooting and was killed.
46. Plaintiff, JACKSON J. JOSAPHAT, as an individual and Personal Representative of the Estate of JASON B. JOSAPHAT, is a resident of the State of Florida. The decedent was at Pulse Nightclub the night of the shooting and was killed.
47. Plaintiff, CHRISTOPHER LITTLESTAR, is a resident of the State of Florida. He was at Pulse Nightclub the night of the shooting and was injured.
48. Plaintiff, CHRISTINE LEINONEN, as an individual and Personal Representative of the Estate of CHRISTOPHER LEINONEN, is a resident of the State of Florida. The decedent was at Pulse Nightclub the night of the shooting and was killed.
49. Plaintiff, MIGUEL VEGA, upon information and belief is a resident of the State of Florida. He was at Pulse Nightclub the night of the shooting and was injured.

50. Plaintiff, RODNEY SUMTER, is a resident of the City of Orlando, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
51. Plaintiff, ARACELIS MARIA JIMENEZ, as an individual and Personal Representative of the Estate of GERARDO ANTONIO ORTIZ-JIMENEZ, is a resident of the City of Bella Vista, Dominican Republic. The decedent was at Pulse Nightclub the night of the shooting and was killed. Aracelis Maria Jimenez was appointed the personal representative of Gerardo Antonio Ortiz-Jimenez in Lancaster County, Pennsylvania in 2018. Case Number 36-2018-1321.
52. Plaintiff, MARISSA DELGADO, is a resident of the City of Clermont, Florida. She was at Pulse Nightclub the night of the shooting and was injured.
53. Plaintiff, DIANA MONTES, as an individual and Personal Representative of the Estate of RODOLFO AYALA, is a resident of the City of Lajas, Puerto Rico. The decedent was at Pulse Nightclub the night of the shooting and was killed.
54. Plaintiff, MICHAEL GONZALEZ, is a resident of the City of Kissimmee, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
55. Plaintiff, NELSON RODRIGUEZ, is a resident of the City of Tampa, Florida. He was at Pulse Nightclub the night of the shooting and was injured.
56. Plaintiff, JAMMY VALENTIN FERNANDEZ, as an individual and Personal Representative of the Estate of LEROY VALENTIN FERNANDEZ, is a resident of the City of Ponce, Puerto Rico. The decedent was at Pulse Nightclub the night of the shooting and was killed.
57. Plaintiff, MAVELYN MERCED, is a resident of Orlando, Florida. She was at Pulse Nightclub the night of the shooting and was injured.

58. Plaintiff, NEREIDA RIBOT, is a resident of Orlando, Florida. She was at Pulse Nightclub the night of the shooting and was injured.
59. Plaintiff, DONALD BROWN, as an individual and as Personal Representative of the Estate of ANTONIO BROWN, is a resident of the City of Cocoa, Florida. The decedent was at Pulse Nightclub the night of the shooting and was killed.
60. Plaintiff, DEMETRICE NAULINGS, is a resident of the City of Winter Park, Florida. He was at Pulse the night of the shooting and was injured.
61. Plaintiff, CARLOS CHAVECO, is a resident of Florida. He was at Pulse the night of the shooting and was injured.
62. Plaintiff, JACQUELINE ECHEVERRIA, is a resident of the City of Orlando, Florida. She was at Pulse the night of the shooting and was injured.
63. Plaintiff, ROSA MARIE FEBO, is a resident of Florida. She was at Pulse the night of the shooting and was injured.
64. Plaintiff, ITZA ORTIZ, is a resident of the City of Orlando, Florida. She was at Pulse the night of the shooting and was injured.
65. Plaintiff, FRANCHESSKA MERCADO, is a resident of the City of Sanford, Florida. She was at Pulse the night of the shooting and was injured.
66. Plaintiff, MAGDA RIVERA, is a resident of the City of Orlando, Florida. She was at Pulse the night of the shooting and was injured.
67. Plaintiff, MANUEL RODRIGUEZ, is a resident of Florida. He was at Pulse the night of the shooting and was injured.
68. Plaintiff, DEMETRIUS POLANCO, is a resident of the City of Orlando, Florida. He was at Pulse the night of the shooting and was injured.

69. Plaintiff, JOSEPH NEGRON, is a resident of the City of Orlando, Florida. He was at Pulse the night of the shooting and was injured.
70. Plaintiff, BETTIE LINDSEY, is a resident of the City of Winter Garden, Florida. She was at Pulse the night of the shooting and was injured.
71. Plaintiff, CARLOS SANTO DOMINGO, is a resident of the City of Lake Mary, Florida. He was at Pulse the night of the shooting and was injured.

B. Defendants

72. Defendant, 1912 ORANGE AVENUE, LLC (“1912”) was and is, at all times pertinent to this Complaint, a Florida ‘manager managed’ limited liability corporation. 1912 Orange Avenue, LLC is managed solely by Rosario Poma. On November 4, 2016, upon information and belief, 1912 Orange Avenue, LLC transferred title to the property located at 1912 S Orange Avenue in Orlando, Florida (i.e. Pulse Nightclub) to 71495 RBP, LLC and 1299 SIA, LLC for \$100.
73. Defendant, 71495 RBP, LLC (“71495 RBP”) was and is, at all times pertinent to this Complaint, a Florida limited liability corporation effective October 13, 2016. Rosario Poma and Barbara Poma are the only authorized managers of the corporation. The principal place of business is listed as 5795 W. Irlo Bronson Memorial Highway.
74. Defendant, 1299 SIA, LLC (“1299 SIA”) was and is, at all times pertinent to this Complaint, a Florida limited liability corporation effective October 13, 2016. Rosario Poma and Barbara Poma are the only authorized managers of the corporation. The principal place of business is listed as 5795 W. Irlo Bronson Memorial Highway.

75. Defendant, PACINO'S INC. was and is, at all times pertinent to this Complaint, a Florida limited liability corporation. Rosario Poma and Barbara Poma are the only authorized managers of the corporation. Pacino's Inc.'s restaurant and principal place of business is at 5795 W HWY 192, Kissimmee, Florida, 34746. Highway 192 is also known as W. Irlo Bronson Memorial Hwy. Upon information and belief, there are over 900 corporations and over 700 businesses registered at the address, many of which are managed by Rosario Poma and/or Barbara Poma.
76. Defendant, PULSE OF ORLANDO, INC. was and is, at all times pertinent to this Complaint, a Florida not for profit corporation effective June 16, 2016.
77. The true names and capacities of Defendants DOES 1-100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiffs, who therefore sues said Defendants by such fictitious names. Plaintiffs will amend their Complaint to allege said DOE Defendants' true names and capacities when the same have been ascertained. Plaintiffs are informed and believe, and based upon such information and belief alleges that each defendant designated herein is responsible in some actionable manner for the occurrences and injuries alleged herein.
78. When referred to collectively herein, the corporation Defendants, DOES 1-100 inclusive, will be referred to as "Corporate Defendants."
79. Defendant, BARBARA POMA, an individual, is believed to be a resident of Orange County, Florida and upon information and belief is the co-owner of Pulse Nightclub and was the co-owner of the fictitious name "Pulse" from 2003 to 2013. Barbara Poma is listed as a manager on the Florida Division of Corporations website of several corporations including but not limited to 71495 RBP, LLC, 1299 SIA, LLC and

PACINO's LLC. Furthermore, Barbara Poma was a manager of the Pulse nightclub and had significant involvement in managerial decision making for the club.

80. Defendant, ROSARIO POMA, an individual, is believed to be a resident of Orange County, Florida and upon information and belief is the co-owner of Pulse Nightclub and was the co-owner of the fictitious name "Pulse" from 2003 to 2013. Rosario Poma is listed as a manager on the Florida Division of Corporations website of several corporations including but not limited to 1912 Orange Avenue, LLC; 71495 RBP, LLC; 1299 SIA, LLC and PACINO'S LLC.
81. Defendant Gus Benitez, Esq., an individual, is an attorney licensed to practice law in the state of Florida and is an attorney who represents Barbara and Rosario Poma in their various business interests. Gus Benitez's law practice is located at 1223 East Concord Street, Orlando, FL, 32803.
82. When referred to collectively herein, the individually named Defendants will be referred to as "Individual Defendants."
83. Upon information and belief, and by and through Corporate Defendants, Individual Defendants do business as and are the owners of "Pulse Nightclub."
84. Defendants are jointly and severally liable to Plaintiffs as each defendant designated herein is responsible in some actionable manner for the occurrences and injuries alleged herein.
85. At all times herein mentioned, Defendants, and each of them, were an owner, a co-owner, an agent, representative, partner, and/or alter ego of its co-Defendants, or otherwise acting on behalf of each and every remaining defendant, and in doing the things hereinafter alleged, were acting within the course and scope of their authorities as

an owner, a co-owner, an agent, representative, partner, and or alter ego of its co-Defendants, with the full knowledge, permission and consent of each and every remaining cross-defendant, each co-cross-defendant having ratified the acts of the other co-Defendants.

86. Plaintiffs are informed and believe and, upon such information and belief, allege that each of the Defendants named herein, DOES 1-100, inclusive, were and are in some manner responsible for the actions, acts and omissions herein alleged, and for the damages caused by the defendants, and are, therefore, jointly and severally liable for the damages caused to Plaintiffs.
87. Plaintiffs are informed and believe and, upon such information and belief, allege that each of the Defendants, corporate and individual, DOES 1-100 inclusive, were, at all times mentioned, acting in concert with, and in conspiracy with, each and every one of the remaining Defendants.
88. Wherever appearing in this Complaint, each reference to any of the Defendants is intended to be and shall be a reference to all Defendants unless said reference is otherwise specifically qualified.
89. Plaintiffs allege that individual Defendants Barbara Poma and Rosario Poma are and at all times herein mentioned were, the owners of Pulse Nightclub and/or the principal managers of all named Corporate Defendants, DOES 1-100, inclusive. There exists, and at all times herein mentioned existed, a unity of interest between Individual Defendants and Corporate Defendants such that any individuality and separateness between the Individual Defendants and Corporate Defendants have ceased, and Corporate Defendants are the alter ego of Individual Defendants as follows:

- a. Plaintiffs allege that Corporate Defendants are, and at all times herein mentioned were, a mere shell and sham without capital, assets, stocks or stockholders. Corporate Defendants were conceived, intended, and used by Individual Defendants as a device to avoid individual liability and for substituting a financially insolvent corporation in the place of Individual Defendants. At no time after Corporate Defendants became incorporated was any stock authorized to be issued nor has any permit of issuance of stock been applied for with the Florida Division of Corporations.
- b. Plaintiffs allege that Corporate Defendants are, and at all times herein mentioned were, the alter ego of Individual Defendants and there exists, and at all times herein mentioned has existed, a unity of ownership between Corporate Defendants such that any separateness has ceased to exist in that Individual Defendants used assets of Corporate Defendants for their personal use, caused assets of Corporate Defendants to be transferred to them without adequate consideration, and withdrew funds from Corporate Defendant's bank account for their personal use.
- c. Plaintiffs allege that Corporate Defendants are, and at all times mentioned herein were, a mere shell, instrumentality, and conduit through which Individual Defendants carried on their business in the name of Corporate Defendants exercising complete control and dominance of such business to such an extent that any individuality or separateness of Corporate Defendants and Individual Defendants does not now, and any anytime herein mentioned did not, exist.

- d. Plaintiffs allege that Corporate Defendants are, and at all times herein mentioned were, controlled, dominated, and operated by Individual Defendants as their individual business and alter ego, in that the activities and business of Corporate Defendants were carried out without the holding of Directors or Shareholders meetings, no records or minutes of any corporate proceedings were maintained, and Individual Defendants entered into personal transactions with Corporate Defendants without the approval of other directors or shareholders.
 - e. Plaintiffs allege that adherence to the fiction of separate existence of Corporate Defendants as an entity distinct from Individual Defendants would permit abuse of the corporate privilege and would sanction fraud in that Individual Defendants caused funds to be withdrawn from Corporate Defendants and distributed said funds without any consideration to Corporate Defendants all for the purposes of avoiding and preventing attachment and execution by creditors, including Plaintiffs.
90. Plaintiffs allege that Defendants Barbara Poma, Rosario Poma, and Gus Benitez conspired together to defraud Plaintiffs and/or otherwise act in a manner which violates chapter 726, "FRAUDULENT TRANSFERS", of the Florida Statutes. Specifically, as discussed in more detail below, Barbara and Rosario Poma fraudulently transferred ownership of Pulse and the real estate to two LLC's created by and owned by the Poma's with the knowing assistance of Gus Benitez.
91. Because of the acts, and omissions complained of herein, Individual Defendants are jointly and severally liable, for all relief sought herein against Corporate Defendants by Plaintiffs.

92. The exact role of each Defendant as pertains to the instant case is known only to the Defendants.
93. Venue is proper in this Circuit because the Pulse Nightclub shooting took place in Orange County, Florida.

GENERAL ALLEGATIONS
(Applies to all Causes of Action)

94. On June 12, 2016, Omar Mateen (hereafter referred to as “Shooter”) was allowed access to Pulse, through the main entrance, while carrying a SIG Sauer MCX semi-automatic rifle and a 9mm Glock 17 semi-automatic pistol.¹



95. *Figure 1 Stock Image of Guns used in Pulse Nightclub Shooting*

96. At around 12:00 AM Shooter entered the Pulse nightclub, paid the entrance fee and got a wristband. Shooter later left the nightclub and it is believed that he was scoping out the club’s security before he returned.²
97. At around 2:00 AM Shooter returned to Pulse nightclub and opened fire on patrons inside.

¹ Straub, Cambria, Castor, Meade, Waltemeyer and Zeunick, *Rescue, Response and Resilience: A Critical Incident Review of the Orlando Public Safety Response to the Attack on the Pulse Nightclub*, <https://www.policefoundation.org/publication/rescue-response-and-resilience-a-critical-incident-review-of-the-orlando-public-safety-response-to-the-attack-on-the-pulse-nightclub/> at 16 (last visited May 21, 2018).

² <https://www.cnn.com/2016/06/22/us/omar-mateen-timeline/index.html>

98. By the time the shooter was fatally shot by the police, ending his rampage, forty-nine (49) people were dead or dying and approximately fifty-three (53) others received permanent injuries and scarring due to wounds from Shooter's gunfire.
99. Pulse was a popular nightclub for the LGBT community in Orlando, Florida.
100. Shooter entered Pulse, through the main entrance, without appropriate security check and/or screening.
101. Defendants by or through its agents, employees, and/or servants did not take reasonable steps to prevent guns from entering the club.
102. Defendants by or through its agents, employees, and/or servants negligently and/or with utter indifference and conscious disregard ignored Pulse's security needs.
103. Defendants by or through its agents, employees, and/or servants could and should have foreseen that Shooter was entering the club, through the main entrance, with long weapons, given that such weapons were bulky and obviously noticeable.
104. The bulky and obviously noticeable weapons that Shooter entered to Pulse, through the main entrance, could have and should have been easily discovered by bouncers if bouncers had done a basic superficial security search on Shooter.
105. Defendants by or through its agents, employees, and/or servants did not provide reasonable security to its patrons, when the totality of circumstances required Defendant to take appropriate measures to secure its premises the night of shooting, including to search patrons entering through the main entrance, given the high number of patrons that were expected because of the special event, "Latin Night", among other factors.
106. With adequate security measures in place, the Pulse shooting could have been prevented.

107. Barbara and Rosario Poma were the officers and agents of pulse responsible for its day to day operations. All operational decisions concerning Pulse were made by Defendants Barbara and Rosario Poma.
108. As discussed above, there is a unity of interest between the Poma's and 1912 in that separation of the Poma's from 1912 is a fiction and that protection of liability of 1912 in favor of the Poma's does not apply.
109. In making operational decisions, the Poma's had a duty to the public who would be entering the Pulse night club. They knew or should have known that there are a multitude of safety concerns in operating a club such as Pulse. With this knowledge, the Poma's knew or should have known that they had a duty to make Pulse reasonably safe for invited members of the public such as Plaintiffs.
110. As discussed in more detail below, the Poma's acting on behalf of themselves and 1912 breached their duty to make Pulse reasonably safe leading to Plaintiffs' injuries.
111. On November 4, 2016, upon information and belief, 1912 Orange Avenue, LLC transferred title to the property located at 1912 S Orange Avenue in Orlando, Florida (i.e. Pulse Nightclub) to 71495 RBP, LLC and 1299 SIA, LLC for \$100. This conveyance was fraudulent and was an attempt to place assets of 1912 Oran Avenue, LLC beyond the reach of Plaintiffs.

COUNT I
NEGLIGENT HIRING
(AGAINST BARBARA POMA, ROSARIO POMA, AND 1912)

112. At said time and place, Barbara Poma and Rosario Poma as agents of Corporate Defendants, owned, operated and/or maintained Pulse and possessed a duty to maintain

the business and its surrounding premises in a safe manner to protect its patrons from harm.

113. At all times material to this action, Defendants assumed duties to Plaintiffs to provide reasonable safety.
114. At all times material to this action, Plaintiffs were invitees on the premises where they were injured.
115. Prior to the physical altercation resulting in Plaintiff's injuries, the Defendants, their agents, employees and/or servants generally knew or should have known that Pulse is commercial property, open to the public, where criminal activity is susceptible to happen if Defendants do not provide adequate security.
116. Defendants, at all times material to this Complaint, knew about dangers that could result from not having appropriate security in Pulse.
117. To make Pulse reasonably safe, Defendants owed a duty to Plaintiffs to hire security personnel to protect the public invitees. Furthermore, these security personnel needed to have appropriate training.
118. For individuals who were hired, Defendants had an obligation to review their experience to ensure that those individuals possessed the necessary skills to perform security duties at Pulse.
119. Defendants failed to adequately review the experience of the personnel hired.
120. Knowing that the security personnel hired would need sufficient skills to provide reasonable safety to Plaintiffs, it was unreasonable for Defendants to hire personnel without ensuring that they possessed adequate skills to be security personnel.

121. Defendants, their agents, employees, and/or servants, breached duties owed to Plaintiffs by failing to hire and/or utilize properly trained security guards.
122. The Defendants breached the aforesaid duties when it knew, or should have known, the dangerous propensity in Pulse and failed to hire proper personnel, warn or provide safe premises, ingress and/or egress for the Plaintiffs.
123. Plaintiffs were injured because to the extent that Defendants hired security personnel, they lacked the necessary skills and training to protect Plaintiffs during the attack.
124. The Defendants and each of them through their conduct alleged herein have been and are guilty of gross negligence as defined in Florida Statute § 768.72(2)(b), including but not limited to the aforementioned conduct that was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, and rights of Plaintiffs and decedents.
125. That as a direct and proximate result of Defendants' negligent breaches of duties, Plaintiffs have suffered and will suffer:
 - a. bodily injuries;
 - b. pain and suffering;
 - c. disability, both temporary and permanent, within a reasonable degree of medical probability;
 - d. mental anguish;
 - e. lost capacity for enjoyment of life;
 - f. loss of earnings;
 - g. loss of earning capacity;
 - h. medical and hospital expenses;

- i. loss of bodily function.

WHEREFORE, Plaintiffs demand judgment against Defendants for all damages allowed by law including compensatory and punitive damages and costs, and for such other relief this Court deems appropriate and just.

COUNT II
NEGLIGENT TRAINING
(AGAINST BARBARA POMA, ROSARIO POMA, AND 1912)

126. At said time and place, Barbara Poma and Rosario Poma agents of Corporate Defendants, owned, operated and/or maintained Pulse and possessed a duty to maintain the business and its surrounding premises in a safe manner to protect its patrons from harm.
127. At all times material to this action, Defendants assumed duties to Plaintiffs to provide reasonable safety.
128. At all times material to this action, Plaintiffs were invitees on the premises where they were injured.
129. Prior to the physical altercation resulting in Plaintiff's injuries, the Defendants, their agents, employees and/or servants generally knew or should have known that Pulse is commercial property, open to the public, where criminal activity is susceptible to happen if Defendants do not provide adequate security.
130. Defendants, at all times material to this Complaint, knew about dangers that could result from not having appropriate security in Pulse.
131. Defendants had a duty to train employees concerning the safety of invitees such as Plaintiffs when entering a club such as Pulse.

132. Defendants, their agents, employees, and/or servants, breached duties owed to Plaintiffs failing to properly train and instruct its employees in fulfilling its duties and obligations to invitees, such as Plaintiffs.
133. The Defendants breached the aforesaid duties when it knew, or should have known, the dangerous propensity in Pulse and failed to properly train personnel, warn or provide safe premises, ingress and/or egress for the Plaintiffs.
134. Plaintiffs were injured because Defendants' employees lacked the necessary training to ensure the reasonable safety of Plaintiffs during the attack.
135. The Defendants and each of them through their conduct alleged herein have been and are guilty of gross negligence as defined in Florida Statute § 768.72(2)(b) including but not limited to the aforementioned conduct that was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, and rights of Plaintiffs and decedents.
136. That as a direct and proximate result of Defendants' negligent breaches of duties, Plaintiffs have suffered and will suffer:
 - a. bodily injuries;
 - b. pain and suffering;
 - c. disability, both temporary and permanent, within a reasonable degree of medical probability;
 - d. mental anguish;
 - e. lost capacity for enjoyment of life;
 - f. loss of earnings;
 - g. loss of earning capacity;

- h. medical and hospital expenses;
- i. loss of bodily function.

WHEREFORE, Plaintiffs demand judgment against Defendants for all damages allowed by law including compensatory and punitive damages and costs, and for such other relief this Court deems appropriate and just.

COUNT III
NEGLIGENT SUPERVISION
(AGAINST BARBARA POMA, ROSARIO POMA, AND 1912)

- 137. At said time and place, Barbara Poma and Rosario Poma as an agent of Corporate Defendants owned operated and/or maintained Pulse and possessed a duty to maintain the business and its surrounding premises in a safe manner to protect its patrons from harm.
- 138. At all times material to this action, Defendants assumed duties to Plaintiffs to provide reasonable safety.
- 139. At all times material to this action, Plaintiffs were invitees on the premises where they were injured.
- 140. Prior to the physical altercation resulting in Plaintiff's injuries, the Defendants, their agents, employees and/or servants generally knew or should have known that Pulse is commercial property, open to the public, where criminal activity is susceptible to happen if Defendants do not provide adequate security.
- 141. Defendants, at all times material to this Complaint, knew about dangers that could result from not having appropriate security in Pulse.
- 142. Defendants had a duty to supervise employees concerning the safety of invitees such as Plaintiffs when entering a club such as Pulse.

143. Defendants, their agents, employees, and/or servants, breached duties owed to Plaintiffs by failing to properly supervise its employees in fulfilling its duties and obligations to invitees, such as Plaintiffs.
144. The Defendants breached the aforesaid duties when it knew, or should have known, the dangerous propensity in Pulse and failed to properly supervise personnel, warn or provide safe premises, ingress and/or egress for the Plaintiffs.
145. Plaintiffs were injured because Defendants failed to supervise Pulse personnel in protecting the safety of Plaintiffs during the attack.
146. The Defendants and each of them through their conduct alleged herein have been and are guilty of gross negligence as defined in Florida Statute § 768.72(2)(b) including but not limited to the aforementioned conduct that was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, and rights of Plaintiffs and decedents.
147. That as a direct and proximate result of Defendant's negligent breaches of duties, Plaintiffs have suffered and will suffer:
 - a. bodily injuries;
 - b. pain and suffering;
 - c. disability, both temporary and permanent, within a reasonable degree of medical probability;
 - d. mental anguish;
 - e. lost capacity for enjoyment of life;
 - f. loss of earnings;
 - g. loss of earning capacity;

- h. medical and hospital expenses;
- i. loss of bodily function.

WHEREFORE, Plaintiffs demand judgment against Defendants for all damages allowed by law including compensatory and punitive damages and costs, and for such other relief this Court deems appropriate and just.

COUNT IV
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
(AGAINST BARBARA POMA, ROSARIO POMA, AND 1912)
(APPLICABLE TO SURVIVORS OF THE ATTACK)

- 148. Defendants' acts and omissions detailed herein causing or allowing Shooter to freely enter Pulse nightclub without a security check and with at least two loaded weapons of a noticeably large size, was an outrageous act.
- 149. Defendants' causing or allowing Plaintiffs to be shot and/or killed and/or severely injured caused Plaintiffs to endure severe emotional distress.
- 150. It was foreseeable to Defendants that as a result of negligent hiring, training, or supervision that Plaintiffs would suffer emotional distress as well as physical injuries.
- 151. Defendants' actions constitute the negligent infliction of emotional distress under such circumstances that a reasonably prudent person would characterize them as outrageous.
- 152. In subjecting Plaintiffs to emotional distress, Individual Defendants agents acted within the real or apparent scope of the Corporate Defendants' business.
- 153. The Defendants and each of them through their conduct alleged herein have been and are guilty of gross negligence as defined in Florida Statute § 768.72(2)(b) including but not limited to the aforementioned conduct that was so reckless or wanting in care that it

constituted a conscious disregard or indifference to the life, safety, and rights of Plaintiffs and decedents.

154. That as a direct and proximate result of Defendant's negligent breaches of duties, Plaintiffs have suffered and will suffer:
- a. bodily injuries;
 - b. pain and suffering;
 - c. disability, both temporary and permanent, within a reasonable degree of medical probability;
 - d. mental anguish;
 - e. lost capacity for enjoyment of life;
 - f. loss of earnings;
 - g. loss of earning capacity;
 - h. medical and hospital expenses;
 - i. loss of bodily function.

WHEREFORE, Plaintiffs demand judgment against Defendants for all damages allowed by law including compensatory and punitive damages and costs, and for such other relief this Court deems appropriate and just.

COUNT V
NEGLIGENCE
(AGAINST BARBARA POMA, ROSARIO POMA, AND 1912)

155. At said time and place, Barbara Poma and Rosario Poma as agents of Corporate Defendants owned operated and/or maintained Pulse and possessed a duty to maintain the business and its surrounding premises in a safe manner to protect its patrons from harm.

156. At all times material to this action, Defendants assumed duties to Plaintiffs to provide reasonable safety.
157. At all times material to this action, Plaintiffs were invitees on the premises where they were injured.
158. Prior to the physical altercation resulting in Plaintiffs' injuries, the Defendants, their agents, employees and/or servants generally knew or should have known that Pulse is commercial property, open to the public, where criminal activity is susceptible to happen if Defendants do not provide adequate security.
159. Defendants, at all times material to this Complaint, knew about dangers that could result from not having appropriate security in Pulse.
160. Defendants, their agents, employees, and/or servants, breached duties owed to Plaintiffs by one or more of the following acts and/or omissions:
 - a. failing to provide adequate crowd control on the premises when it knew or should have known that Plaintiffs was exposed to a risk of harm;
 - b. failing to prevent the reasonably foreseeable injuries from occurring to Plaintiffs;
 - c. failing to recognize the high likelihood of injuries by third persons which might endanger the safety of Plaintiffs;
 - d. failing to properly patrol the premises;
 - e. failing to take such other measures which were necessary and reasonable to protect and safeguard Plaintiffs and others on the premises;
 - f. failing to hire and/or utilize properly trained security guards;
 - g. failing to properly train, instruct and supervise its employees in fulfilling its duties and obligations to invitees, such as Plaintiffs;

- h. failing to provide appropriate security measures to ensure the safety of Plaintiffs;
 - i. other such other negligent acts and/or omissions as discovery or the evidence may show.
- 161. Defendants breached the aforesaid duties when it knew, or should have known, the dangerous propensity in Pulse and failed to warn or provide safe premises, ingress and/or egress for the Plaintiffs.
- 162. The Defendants and each of them through their conduct alleged herein have been and are guilty of gross negligence as defined in Florida Statute § 768.72(2)(b) including but not limited to the aforementioned conduct that was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, and rights of Plaintiffs and decedents.
- 163. That as a direct and proximate result of Defendant's negligent breaches of duties, Plaintiffs have suffered and will suffer:
 - a. bodily injuries;
 - b. pain and suffering;
 - c. disability, both temporary and permanent, within a reasonable degree of medical probability;
 - d. mental anguish;
 - e. lost capacity for enjoyment of life;
 - f. loss of earnings;
 - g. loss of earning capacity;
 - h. medical and hospital expenses;
 - i. loss of bodily function.

WHEREFORE, Plaintiffs demand judgment against Defendants for all damages allowed by law including compensatory and punitive damages and costs, and for such other relief this Court deems appropriate and just.

COUNT VI
VIOLATION OF CHAPTER 726 OF THE FLORIDA STATUTES
(FRAUDULENT TRANSFER)
AGAINST BARBARA POMA, ROSARIO POMA, AND GUS BENITEZ, ESQ.

164. On November 4, 2016, upon information and belief, 1912 Orange Avenue, LLC transferred title to the property located at 1912 S Orange Avenue in Orlando, Florida (i.e. Pulse Nightclub) to 71495 RBP, LLC and 1299 SIA, LLC for \$100. This conveyance was fraudulent and was an attempt to place assets of 1912 Oran Avenue, LLC beyond the reach of Plaintiffs. See Exhibit “A”.
165. Defendants Rosario Poma and Barbara Poma with the assistance of Defendant Gus Benitez were responsible for the transfer. At the time of the transfer, Individual Defendants along with 1912 were fully aware of the Pulse attack and that the incident was likely to lead to litigation against the Individual Defendants and 1912 by victims of the attack.
166. Approximately one month prior to the transfer, Defendants 71495 RBP and 1299 SIA were created by Barbara and Rosario Poma as members with the two of them listed as managers. See Exhibit “B”.
167. The transfer on November 4, 2016, was intended to place Pulse and the property beyond the reach of victims of the attack. Each Individual Defendant intended to hinder, delay, and defraud victims of the attack knowing that (1) Pulse was a significant asset and (2)

that by transferring the asset from Pulse would make it more difficult for Plaintiffs to receive Pulse or its value in resolutions of claims.

168. At the time that Pulse was transferred, the property and the club were worth at least \$1.68 million and there was an offer by the City of Orlando for the club and land to be purchased for \$2.25 million.
169. Given the value of at least \$1.68 million, selling the club to entities owned by the Poma's for \$100 shows that 1912 did not receive reasonably equivalent value for the property. Pulse was the principal asset of 1912. By selling Pulse to the entities owned by the Poma's for \$100, 1912 was left with insufficient assets to meet its obligations including liability for the attack. The Individual Defendants and 1912 reasonably should have known that the liabilities of 1912 would exceed any remaining assets of 1912 once the transfer took place.
170. The transfer of Pulse was from an entity owned by Rosario Poma and Managed by Rosario and Barbara Poma to two LLC's created by the Poma's and owned and managed by the Poma's. The Poma's were insiders of 1912.
171. After the transfer of Pulse, Defendants Barbara and Rosario Poma retained ownership of Pulse through Defendants 71495 RBP and 1299 SIA.
172. 1912, Barbara Poma and Rosario Poma were well aware of the threat of lawsuits over the attack prior to the transfer of Pulse.
173. Pulse and the real estate were essentially all of the assets of 1912. By transferring Pulse, 1912 was left without any meaningful assets.
174. The \$100 received by 1912 for Pulse was de minimus compared to the value of Pulse at the time.

175. The transfer occurred less than six months after the Pulse massacre.
176. As a result of the above actions, the Individual Defendants transferred Pulse from 1912 to 71495 RBP and 1299 SIA in violation of Florida Statutes 726.105 (“Transfers fraudulent as to present and future creditors”).
177. Defendant Gus Benitez, Esq. is an attorney who represents Barbara and Rosario Poma. As an attorney, it would be expected that Defendant Benitez would be aware of Florida Statutes Chapter 726 on Fraudulent Transfers.
178. At all relevant times, Defendant Benitez was aware of the Pulse massacre, the Poma’s involvement with Pulse, and the likelihood that 1912 and the Poma’s would face litigation over the massacre.
179. Defendant Benitez prepared the deed transferring Pulse from 1912 to 71495 RBP and 1299 SIA. At the time of the transfer, Defendant Benitez knew or should have known that the transfer violated Florida Statutes Chapter 726 on Fraudulent Transfers. Furthermore, given that Chapter 726 considers transfers such as the Pulse transfers fraudulent, Defendant Benitez knowingly assisted the Poma’s in fraudulent activity.
180. By assisting the Poma’s in fraudulently transferring Pulse, Defendant Benitez violated §4-1.2(d) of the Florida Rules of Professional Conduct governing the conduct of attorneys:

(d) Criminal or Fraudulent Conduct. *A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows or reasonably should know is criminal or fraudulent.* However, a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning, or application of the law. (emphasis added)

181. Because the transfer of Pulse was fraudulent under Fla. St. 726.105, Plaintiffs are entitled to one or more of the following remedies.

- a. A declaration from the Court that the transfer of Pulse from 1912 to 71495 RBP and 1299 SIA was a fraudulent transfer in accordance with Fla. St. 726.105.
- b. That the transfer from 1912 be avoided. Fla St. 726.108(1)(a).
- c. That an attachment or other provisional remedy be obtained against Pulse preventing any further transfer of the property. Fla St. 726.108(1)(b).
- d. That an injunction be entered against the current owners of the property 71495 RBP and 1299 SIA as well as the Poma's preventing further disposition of Pulse. Fla St. 726.108(1)(c)(1).
- e. That a receiver be appointed to take charge of Pulse. Fla St. 726.108(1)(c)(2).
- f. Any other relief that the Court Deem just and proper. Fla St. 726.108(1)(c)(3).

WHEREFORE, Plaintiffs demand that the transfer of Pulse be avoided and that Plaintiffs obtain an attachment against Pulse. Plaintiffs respectfully request that this Court enter an injunction preventing the transfer of Pulse, the appointment of a receiver to take control of Pulse, and any other relief the circumstances require.

COUNT VII
WRONGFUL DEATH
(AGAINST ALL DEFENDANTS OTHER THAT GUS BENITEZ)

182. At said time and place, Barbara Poma and Rosario Poma as agents of Corporate Defendants owned operated and/or maintained Pulse and possessed a duty to maintain the business and its surrounding premises in a safe manner to protect its patrons from harm.

183. At all times material to this action, Defendants assumed duties to Plaintiffs to provide reasonable safety as Plaintiffs were invitees on the premises where they were injured.

184. Defendants, at all times material to this Complaint, knew or should have known about dangers that could result from not having appropriate security in Pulse.
185. Defendant, their agents, employees, and/or servants, breached duties owed to Plaintiffs by one or more of the following negligent and/or willful and wanton acts and/or omissions, including but not limited to:
- a. Negligently and/or with utter indifference and conscious disregard, failed to provide adequate crowd control on the premises when it knew or should have known that Plaintiffs was exposed to a risk of harm;
 - b. Negligently and/or with utter indifference and conscious disregard, failed to prevent the reasonably foreseeable injuries from occurring to Plaintiffs;
 - c. Negligently and/or with utter indifference and conscious disregard, failed to recognize the high likelihood of injuries by third persons which might endanger the safety of Plaintiffs;
 - d. Negligently and/or with utter indifference and conscious disregard, failed to properly patrol the premises;
 - e. Negligently and/or with utter indifference and conscious disregard, failed to take such other measures which were necessary and reasonable to protect and safeguard Plaintiffs and others on the premises;
 - f. Negligently and/or with utter indifference and conscious disregard, failed to hire and/or utilize properly trained security guards;
 - g. Negligently and/or with utter indifference and conscious disregard, failed to properly train, instruct and supervise its employees in fulfilling its duties and obligations to invitees, such as Plaintiffs;

- h. Negligently and/or with utter indifference and conscious disregard, failed to provide appropriate security measures to ensure the safety of Plaintiffs;
 - i. other such other negligent acts and/or omissions as discovery or the evidence may show.
- 186. Defendants breached the aforesaid duties when it knew, or should have known, the dangerous propensity in Pulse and failed to warn or provide safe premises, ingress and/or egress for the Plaintiffs.
- 187. The Defendants and each of them through their conduct alleged herein have been and are guilty of gross negligence as defined in Florida Statute § 768.72(2)(b) including but not limited to the aforementioned conduct that was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, and rights of Plaintiffs and decedents.
- 188. At all times material, Defendants' wrongful conduct, acts, and omissions, as described herein, increased the risk of harm and caused Plaintiff decedent's wrongful death.
- 189. As a direct and proximate result of the misconduct of Defendants, decedents died, and Defendants are responsible for their death and damages as set forth below:
 - j. The survivors of LUIS S. VIELMA, LUIS OMAR OCASIO-CAPO, PETER O. GONZALEZ-CRUZ, JEAN CARLOS NIEVES, FRANKY JIMMY DEJESUS VELASQUEZ, ANGEL CANDELARIO PADRO, ANTHONY LAUEANO-DISLA, SIMON ADRIAN CARRILLO FERNANDEZ, GILBERTO R. SILVA MENENDEZ, JAVIER JORGE-REYES, JUAN RAMON GUERRERO JR., JASON B. JOSAPHAT, CHRISTOPHER LEINONEN, GERARDO ANTONIO

ORTIZ-JIMENEZ, RODOLFO AYALA, LEROY VALENTIN FERNANDEZ, ANTONIO BROWN have incurred past and future loss of support and services.

- k. The Estates of LUIS S. VIELMA, LUIS OMAR OCASIO-CAPO, PETER O. GONZALEZ-CRUZ, JEAN CARLOS NIEVES, FRANKY JIMMY DEJESUS VELASQUEZ, ANGEL CANDELARIO PADRO, ANTHONY LAUEANO-DISLA, SIMON ADRIAN CARRILLO FERNANDEZ, GILBERTO R. SILVA MENENDEZ, JAVIER JORGE-REYES, JUAN RAMON GUERRERO JR., JASON B. JOSAPHAT, CHRISTOPHER LEINONEN, GERARDO ANTONIO ORTIZ-JIMENEZ, RODOLFO AYALA, LEROY VALENTIN FERNANDEZ, ANTONIO BROWN have lost prospective net accumulations and have incurred medical and funeral expenses due to their injuries and death.

WHEREFORE, Plaintiffs, personal representatives of the Estates of Decedents, for the benefit of her Estates and her statutory survivors, demand judgment against Defendants for all damages allowed by law including compensatory and punitive damages and costs, and for such other relief this Court deems appropriate and just.

JURY DEMAND

Plaintiffs hereby demand a jury on all issues so triable.

Dated: May 2, 2019

Respectfully Submitted,

By: _____
Kristoffer Budhram, Esquire
The Law Offices of Conrad J. Benedetto
Bank of America Tower
50 N. Laura Street, Suite 2500
Jacksonville, FL 32202
(904) 299-5500

Keith Altman, Esquire
(*pro hac vice*)
Excolo Law, PLLC
26700 Lahser Road
Suite 401
Southfield, MI 48031
516-456-5885
kaltman@excololaw.com

Ari Kresch, Esquire
(*pro hac vice* to be applied for)
1-800-LAW-FIRM
26700 Lahser Road
Suite 400
Southfield, MI 48031
1-800-LAW-FIRM
akresch@1800lawfirm.com

Conrad J. Benedetto, Esquire
(*pro hac vice* to be applied for)
1615 S. Broad Street
Philadelphia, PA 19148
215-389-1900
cjbenedetto@benedettolaw.com

Attorneys for the Plaintiffs

EXHIBIT

A



This instrument prepared by and to be returned to:
Gus R. Benitez, Esquire
BENITEZ LAW GROUP, P.L.
1223 East Concord Street
Orlando, FL 32803
(407) 894-5000 ext 24

THIS QUITCLAIM DEED is executed on this 4th day of November, 2016, by 1912 Orange Avenue, LLC, a Florida limited liability company, whose address is 5795 West Irlo Bronson Highway, Orlando, Florida 34746, first party, to 71495 RBP, LLC, a Florida limited liability company, and 1299 SIA, LLC, a Florida limited liability company, as tenants in common, whose address is 5795 West Irlo Bronson Highway, Orlando, Florida 34746, second party:

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals and the successors and assigns of corporations, wherever the context so requires)

WITNESSETH, that the said first party, for and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of Florida, to wit:

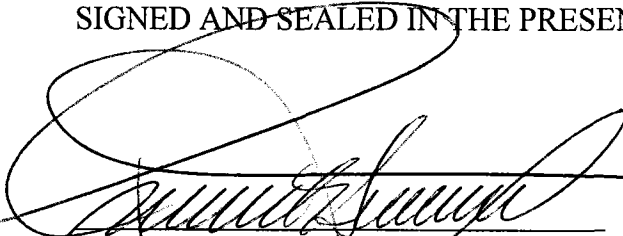
Lots 4 and 5, Block A, ILEXHURST SUBDIVISION, according to the plat thereof as recorded in Plat Book G, Page 67, Public Records of Orange, County, Florida, LESS road right or way (the "Property")

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

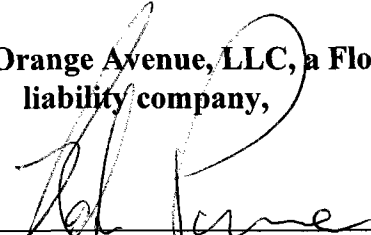
IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

SIGNED AND SEALED IN THE PRESENCE OF:

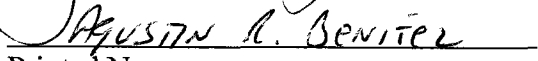
1912 Orange Avenue, LLC, a Florida limited liability company,



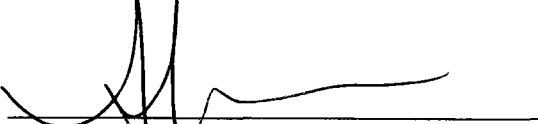
Witness Signature

By 

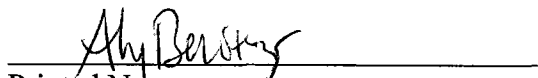
ROSARIO POMA
Sole Manager



GUS R. BENITEZ
Printed Name



Witness Signature

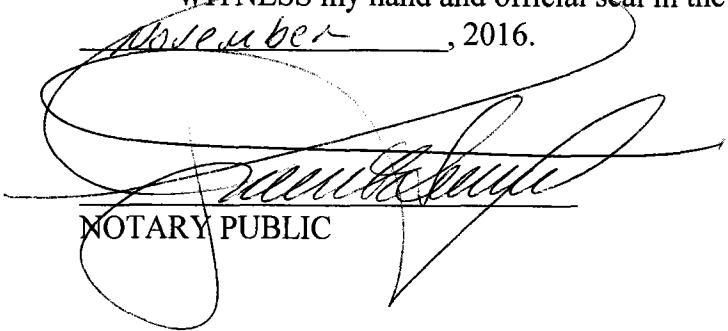


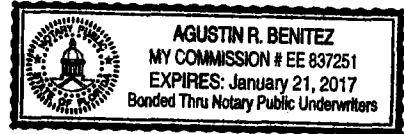
Printed Name

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROSARIO POA, the Sole Manager of 1912 Orange Avenue, LLC, a Florida limited liability company, who is personally known to me and who acknowledged executing the foregoing Quitclaim Deed.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of November, 2016.


NOTARY PUBLIC





- [Searches](#)
- [Sales Search](#)
- [Results](#)
- [Property Record Card](#)
- [My Favorites](#)

[Sign up for e-Notify...](#)

1912 S Orange Ave < 02-23-29-3828-01-040 >

Name(s)
71495 Rbp LLC
1299 Sia LLC

Physical Street Address
1912 S Orange Ave

Postal City and Zipcode
Orlando, FL 32806

Property Name
Pulse

Property Use
3300 - Nightclub/Bars

Mailing Address On File
5795 W Irlo Bronson Memorial Hwy
Kissimmee, FL 34746-4748

Municipality
Orlando

[Incorrect Mailing Address?](#)



View 2016 Property Record Card

- [Values, Exemptions and Taxes](#)
- [Property Features](#)
- [Sales Analysis](#)
- [Location Info](#)
- [Market Stats](#)
- [Update Information](#)

Note: 2017 values will be available in Spring of 2017.

Property Description

[View Plat](#)

ILEXHURST SUB G/67 LOTS 4 & 5 (LESS RD ON E) BLK A SEE 2571/1945

Total Land Area 15,429 sqft (+/-) | 0.35 acres (+/-) [GIS Calculated](#) [Notice](#)

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
3300 - Nightclub/Bars	AC-N/T/SP	15400 SQUARE FEET	working...	working...	working...	working...

Page 1 of 1 (1 total records)

Buildings

[View City Of Orlando Permits](#)

Important Information		Structure				
	Model Code:	04 - Commercial	Actual Year Built:	1957	Gross Area:	4853 sqft
	Type Code:	3300 - Nightclub/Bars	Beds:	0	Living Area:	4499 sqft
	Building Value:	working...	Baths:	0.0	Exterior Wall:	Concrete/Cinder Block
	Estimated New Cost:	working...	Floors:	2	Interior Wall:	Inexpensive, Minimal Materials

Page 1 of 1 (1 total records)

Extra Features

Description	Date Built	Units	XFOB Value
PKSP - Parking Space	01/01/1990	11 Unit(s)	working...
RME2 - Room Enclosure 2	01/01/2004	1 Unit(s)	working...
SHED - Shed	01/01/2005	1 Unit(s)	working...

Page 1 of 1 (3 total records)

EXHIBIT

B

Detail by Entity Name

Florida Limited Liability Company
1299 SIA, LLC

Filing Information

Document Number L16000189568
FEI/EIN Number NONE
Date Filed 10/13/2016
Effective Date 10/13/2016
State FL
Status ACTIVE

Principal Address

5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Mailing Address

5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Registered Agent Name & Address

UNDERWOOD, ROBERT
5728 MAJOR BOULEVARD
SUITE 550
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

POMA, ROSARIO
5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Title MGR

POMA, BARBARA
5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Annual Reports

No Annual Reports Filed

Document Images

[10/13/2016 -- Florida Limited Liability](#)

[View image in PDF format](#)

Detail by Entity Name

Florida Limited Liability Company
71495 RBP, LLC

Filing Information

Document Number L16000189455
FEI/EIN Number NONE
Date Filed 10/13/2016
Effective Date 10/13/2016
State FL
Status ACTIVE

Principal Address

5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Mailing Address

5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Registered Agent Name & Address

UNDERWOOD, ROBERT
5728 MAJOR BOULEVARD
SUITE 550
ORLANDO, FL 32819

Authorized Person(s) Detail

Name & Address

Title MGR

ROSARIO, POMA
5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Title MGR

BARBARA, POMA
5795 W. IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34746

Annual Reports

No Annual Reports Filed

Document Images

[10/13/2016 -- Florida Limited Liability](#)

[View image in PDF format](#)