



6. John Doe began to assert control at Zanzibar on the Waterfront, LLC, indicating which individuals and patrons could go to what parts of the bar and locations.

7. That John Doe assertions over the patrons and individuals at Zanzibar on the Waterfront LLC were known to both the defendant, Allen Iverson, and the defendant Zanzibar on the Waterfront, LLC.

8 That the actions of John Doe were with the apparent authority of Zanzibar on the Waterfront, LLC and Allen Iverson in controlling the activities at Zanzibar on the Waterfront, LLC

9. That John Doe acted aggressively and inappropriately in the management and control of patrons and individuals at Zanzibar on the Waterfront, LLC.

10. That John Doe's aggressive actions and negligently inappropriate actions in restricting and controlling the patrons and individuals at Zanzibar on the Waterfront, LLC was known or should have been known by the defendants, Allen Iverson and Zanzibar on the Waterfront, LLC.

11. The defendant Zanzibar on the Waterfront, LLC had a duty to control its patrons and individuals, including John Doe, on or about June 4, 2004.

12. In breach of that duty, Zanzibar on the Waterfront, LLC allowed John Doe to order, advise, and restrict patrons of Zanzibar on the Waterfront, LLC while Allen Iverson was present.

13. That John Doe's actions in ordering, advising, and restricting patrons in an aggressive and negligently inappropriate manner was known to Allen Iverson.

14. That the defendants, Zanzibar on the Waterfront, LLC and Allen Iverson knew or should have known that allowing John Doe to restrict, order, and aggressively handle patrons at Zanzibar on the Waterfront, LLC would cause contentions with the patrons and John Doe.

15. That the defendants, Allen Iverson and Zanzibar on the Waterfront, LLC knew or should have known that John Doe's aggressive actions could and would lead to aggressive and negligently inappropriate actions by John Doe in the handling of patrons.

16. That Gregory Broady, on June 4, 2004, was told by John Doe he would not be allowed to go from one portion of Zanzibar on the Waterfront, LLC to another.

17. That Gregory Broady advised other employees and/or agents of Zanzibar on the Waterfront, LLC of the restrictions placed on him by John Doe.

18. John Doe's restrictions were with the knowledge and authority or apparent authority of defendants Zanzibar on the Waterfront, LLC and Allen Iverson.

19. Gregory Broady attempted to traverse from one portion of Zanzibar on the Waterfront, LLC to another, and was confronted and severely injured by John Doe.

20. At that time John Doe was acting as the agent/employee, and with the apparent authority of Zanzibar on the Waterfront, LLC and Allen Iverson.

21. Defendants Zanzibar on the Waterfront, LLC and Allen Iverson are responsible for the actions of John Doe, who was acting as their agent/employee at the time.

COUNT I - ASSAULT & BATTERY

22. Plaintiff incorporates by reference Paragraphs 1 through 21 as if fully set forth herein.

23. John Doe, without proper grounds, wilfully and maliciously attacked the plaintiff, Gregory Broady, in the Zanzibar on the Waterfront, LLC location without just cause.

24. As a direct and proximate result of the Assault & Battery of John Doe, the plaintiff, Gregory Broady, suffered severe and permanent bodily injuries, mental anguish, lost wages, medical expenses, emotional distress, humiliation and embarrassment.

**COUNT II - NEGLIGENT HIRING TRAINING AND SUPERVISION  
BY ALLEN IVERSON AND ZANZIBAR ON THE WATERFRONT, LLC**

25. Plaintiff incorporates by reference Paragraphs 1 through 24 as if fully set forth herein.

26. John Doe committed an Assault & Battery against Gregory Broady.

27. Allen Iverson and Zanzibar on the Waterfront, LLC knew or should have known that John Doe was behaving in a dangerous or otherwise incompetent manner in the handling of patrons..

28. Allen Iverson and Zanzibar on the Waterfront, LLC armed with that actual or constructive knowledge failed to use reasonable care in supervising John Doe at the Zanzibar on the Waterfront, LLC location.

29. Allen Iverson and Zanzibar on the Waterfront, LLC's failure to use such reasonable care and supervise John Doe was a proximate cause in bringing about the injuries suffered by the plaintiff.

30. As a direct and proximate result, the plaintiff suffered severe and permanent bodily injuries, mental anguish, lost wages, medical expenses, pain and suffering, and inconvenience.

**COUNT III - *RESPONDEAT SUPERIOR* AGAINST ZANZIBAR  
ON THE WATERFRONT, LLC AND ALLEN IVERSON**

31. Plaintiff incorporates by reference Paragraphs 1 through 30 as if fully set forth herein.

32. The defendant, John Doe, committed an Assault & Battery against the plaintiff, Gregory Broady.

33. That the actions of John Doe were with the apparent authority of Zanzibar on the Waterfront, LLC and Allen Iverson.

34. That at that same time and place the defendant, John Doe, was acting as the agent and/or employee of the defendants, Allen Iverson and Zanzibar on the Waterfront, LLC.

35. That under the theory of *respondeat superior* the defendants, Zanzibar on the Waterfront, LLC and Allen Iverson would be responsible for the actions of John Doe.

36. As a direct and proximate result, Gregory Broady was severely and permanently injured, including incurring medical expenses, lost wages, pain and suffering, inconvenience, and emotional distress.

#### COUNT IV - NEGLIGENCE AGAINST JOHN DOE

37. Plaintiff incorporates by reference Paragraphs 1 through 36 as if fully set forth herein.

38. John Doe, at the time of this occurrence, was a security guard on behalf of Zanzibar on the Waterfront, LLC and/or Allen Iverson.

39. That as a security guard acting to restrict the actions of patrons and individuals, and the movement of individuals and patrons, he had a duty to take such actions without physical confrontation, aggressive mannerism, or the use of excessive force.

40. In breach of those duties, John Doe negligently struck repeatedly the plaintiff, Gregory Broady.

41. That as a direct and proximate result of the negligence of John Doe, Gregory Broady was injured, including a brain bleed, personal injuries, pain and suffering, lost wages, inconvenience, permanent injury, medical expenses, and emotional distress.

COUNT V - NEGLIGENCE REGARDING CRIMINAL ACT OF JOHN DOE  
AGAINST ZANZIBAR ON THE WATERFRONT, LLC

42. Plaintiff incorporates by reference Paragraphs 1 through 41 as if fully set forth herein.

43. Zanzibar on the Waterfront, LLC had a duty of care to protect its customers from John Doe's Assault & Battery.

44. Zanzibar on the Waterfront, LLC was on notice of John Doe's aggressive actions prior to the Assault & Battery on Gregory Broady.

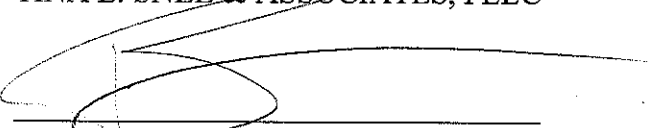
45. That Assault & Battery took place on its premises, and Zanzibar on the Waterfront, LLC had the power to prevent the Assault & Battery on Gregory Broady.

46. As a direct and proximate result, Gregory Broady was injured, including a brain bleed, personal injuries, pain and suffering, lost wages, inconvenience, permanent injury, and mental anguish and distress.

WHEREFORE, the plaintiff moves for judgment against the defendants, jointly and severally, in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00), with interest from June 4, 2004.

GREGORY BROADY  
By Counsel

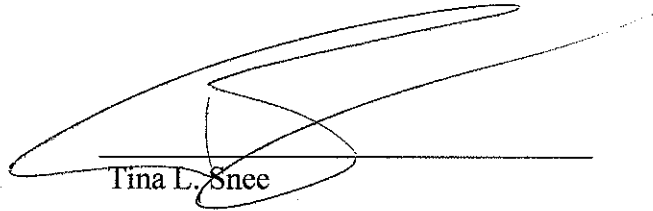
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**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues in this matter.



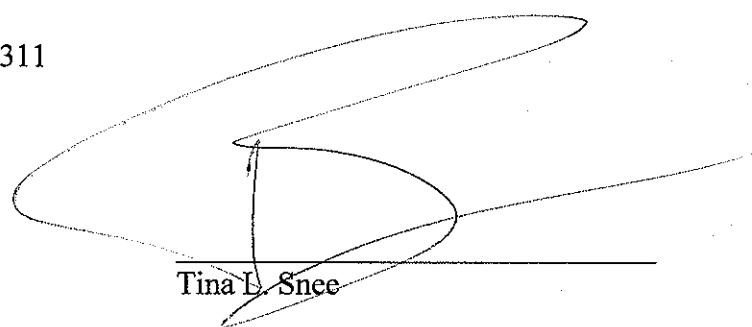
Tina L. Snee

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing was served via the Court's electronic filing system and via first class regular mail, postage prepaid, this 31 day of October, 2008, to:

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