

Fill in this information to identify the case:Debtor Avant Gardner, LLCUnited States Bankruptcy Court for the: _____ District of Delaware
(State)Case number 25-11443**Modified Official Form 410
Proof of Claim****04/25**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Chan Jeon</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Chan Jeon</u> <u>45 Rockefeller Plaza</u> <u>20th Floor</u> <u>New York, New York 10111, United States</u> Contact phone _____ Contact email <u>bruce@dgwllp.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>6504</u> <u> </u> <u> </u>
7. How much is the claim?	\$ <u>See summary page</u> Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See summary page</u>
9. Is all or part of the claim secured?	☒ No ☐ Yes. The claim is secured by a lien on property. Nature or property: ☐ Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10. Is this claim based on a lease?	☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	☒ No ☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/29/2025
MM / DD / YYYY

/s/Chan Jeon
Signature

Print the name of the person who is completing and signing this claim:

Name Chan Jeon
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2951 | International (781) 575-2140

Debtor: 25-11443 - Avant Gardner, LLC District: District of Delaware		
Creditor: Chan Jeon 45 Rockefeller Plaza 20th Floor New York, New York, 10111 United States Phone: Phone 2: Fax: Email: bruce@dgwllp.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: injuries and damages, Index No. 521124/2023 pending litigation in Kings County, NY	Last 4 Digits: Yes - 6504	Uniform Claim Identifier:
Total Amount of Claim: 1,000. contingent and unliquidated.	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Chan Jeon on 29-Oct-2025 7:13:47 a.m. Pacific Time Title: Company:		

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
 BRETT CARTER, CHRISTOPHER ADAMS,
 DANIEL AHN, DANIEL CHIU, JIN ANG,
 CHAN JEON, JOHN SUN, JOSHUA
 FRIEDMAN, TIMMY HOWARD, and
 WEICHIEH CHI on behalf of themselves and all
 others similarly situated

Plaintiffs,

v.

ALEGRIA PRODUCTIONS INC., AVANT
 GARDNER, LLC, AG SECURITY GROUP INC.,
 and STEWART PURCHASER LLC

Defendants.
 -----X

Index No.: 521124/2023

CLASS ACTION

THIRD AMENDED COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs BRETT CARTER, CHRISTOPHER ADAMS, DANIEL AHN, DANIEL CHIU, JIN ANG, CHAN JEON, JOHN SUN, JOSHUA FRIEDMAN, TIMMY HOWARD, and WEICHIEH CHI (collectively “Plaintiffs”), on behalf of themselves and also on behalf of all other similarly situated class members (the “Class Members”), by and through their attorneys DGW Kramer LLP, on their Complaint as to and against Defendants Avant Gardner LLC (“Avant Gardner”), Alegria Enterprises Inc. (“Alegria Production”) and Stewart Purchaser LLC (“Stewart Purchaser”) aver as follows:

NATURE OF THE ACTION

1. On Sunday June 25, 2023, Defendants Avant Gardner and Alegria Productions organized and hosted “Alegria Pride 2023.” It was the fourth “mega production” organized and promoted by Alegria Productions and held at Avant Gardner, a large event space located at 140 Stewart Ave, Brooklyn, NY 11237.

2. The event was supposed to be the largest pride event of the year, a safe and joyous space for the community, and a celebration of love and acceptance.

3. It was not.

4. Instead, upon entry, Plaintiffs were subjected to unwarranted and intrusive sexual assault by the security guards hired and supervised by Defendants. Many attendees were touched repeatedly, sometimes without consent and sometimes *despite specifically refusing to consent*, in their intimate areas, forced to spread their legs for extensive periods of time, and made to take off their pants and underwear, bare themselves, and show their genitals and buttocks to the security and anyone else nearby. Defendants' security guards were rude, aggressive, and abusive, and behaved in a way that would be unthinkable had attendees been anything other than gay men.

5. The abusive conduct did not stop at the entrance. Even inside the venue, attendees were subject to the continued abuse and mistreatment of security for instance when using bathroom stalls. Security guards were constantly jumping above the wall, or bending over to take a look inside stalls, peeking at the gap at the door, and banging on doors whenever attendees attempted to use the stalls. Again, this kind of behavior was directed at Plaintiffs because they were gay men.

6. Lastly, after enduring all the aforementioned abuse by Defendants' staff, not to mention having paid over two hundred dollars each which was the price of entry, Plaintiffs had hoped to be treated to a magical experience consistent with prior performances in past Alegria Pride events. Those hopes were dashed when the event ended nearly two *hours* before it was expected. Defendants failed to deliver with respect to the sunrise closing ceremonies. Instead, the music abruptly stopped and all the attendees were again, rudely herded out into the streets at night, in an unceremonious and disappointing end.

7. Many of the attendees have written to and complained about what happened to Defendants. These complaints have been met with stony silence. To date, neither of the Defendants have offered a single apology for the abuse and trauma inflicted upon the community that night.

8. For these reasons, Plaintiffs have brought this action seeking relief and justice.

PARTIES, JURISDICTION, AND VENUE

9. Plaintiffs are all natural people residing across various different geographic regions.

10. The proposed Class consists of all individuals who attended Alegria Pride 2023. Upon information and belief, there are about 7,500 individuals within the Class definition.

11. Defendant Alegria Productions is a domestic corporation which organizes and operated the Alegria Pride 2023 event.

12. Defendant Avant Gardner is a domestic limited liability company, headquartered in Kings County, and also organized and operated the Alegria Pride 2023 event.

13. Defendant AG Security Group Inc. is a domestic corporation.

14. Upon information and belief, Defendant Avant Gardner retained the services of Defendant AG Security Group with respect to providing of security services at Alegria Pride 2023.

15. Defendant Stewart Purchaser LLC is a domestic limited liability company, headquartered in Kings County, and owns property in Kings County, with said property being the location where Alegria Pride 2023 took place. Stewart Purchaser LLC is an affiliate of Avant Gardner.

16. Venue is proper as at least one of the Defendants operates in New York and the facts giving rise to this action took place in this county.

BACKGROUND

17. “Alegria Pride” is an annual event that traditionally takes place on the last Sunday of every June and an official NYC Pride Partner Event.

18. NYC Pride is as diverse and dynamic as the city itself, reflecting the many facets of the LGBTQ+ community. It’s a celebration where people from every walk of life come together to show their support for human rights, acceptance, and love in all its forms. From its beginnings as a march to commemorate the Stonewall Riots of 1969, NYC Pride has grown exponentially, with thousands of participants and *millions* of spectators annually.

19. The event features an array of activities and festivals, including the iconic Pride March, where rainbows blend with the city’s skyline, creating a kaleidoscopic vision of hope and unity. Drag queens shimmering in sequins strut down Fifth Avenue, alongside advocacy groups, allies, and ordinary people who turn out to make an extraordinary statement of solidarity.

20. The most electrifying of the festivities is the closing party: Alegria Pride.

21. Alegria Pride is the singular highlight of New York City’s Pride celebrations. Known as one of the most exuberant, iconic, and larger-than-life circuit parties in the global LGBTQ+ community, Alegria Pride is a thrilling fusion of music, dance, and revelry that lights up the heart of the city with an indomitable spirit of celebration.

22. For the past several years, Alegria Pride has taken place at the Avant Gardner, one of the largest and most spectacular event venues, located in Bushwick.

23. This event draws at least 7,500 attendees from around the globe, all seeking to experience its one of a kind blend of music and community. The event is defined by its high-energy, non-stop music, featuring internationally renowned DJs spinning a captivating mix of

dance, house, and electronic beats that reverberate through the crowd, compelling everyone to move, combined with visual delights including fireworks and pyrotechnics.

24. The venue transforms into an ethereal world of light, sound, and emotion, heightened by an exceptional production quality. Extravagant lighting designs create an otherworldly ambiance, lasers pierce the euphoric haze, and the pounding bass intertwines with the city's heartbeat, creating a sensory experience that is nothing short of transcendent.

25. Alegria Pride is known for its visually stunning performances and imaginative themes. Spectacular dancers, dressed in elaborate costumes that echo the event's theme, fill the stages and platforms, adding to the immersive experience. Each event is a feast for the eyes, a testament to the power of creativity, expression, and unity.

26. But what is supposed to truly set Alegria Pride apart is the undeniable sense of community. It's a space where people can freely express themselves and celebrate their identities. It's a place where differences are not just tolerated but celebrated, where love is expressed freely, and the energy of acceptance permeates every corner. It is supposed to be a space where gay men can feel loved, accepted, and safe.

27. While the party is an unforgettable experience, it's also a part of a larger narrative. It's supposed to be a celebration of progress, a testament to how far the LGBTQ+ community has come in the fight for rights and acceptance, and a reminder of the battles yet to be won. Amid the beats, lights, and jubilation, Alegria Pride is supposed to stand as a vibrant affirmation of the spirit of Pride itself.

CLASS-WIDE FACTUAL ALLEGATIONS

28. All of the Plaintiffs¹ attended Alegria Pride 2023.

29. All of the Plaintiffs also attended Alegria Pride 2022 and/or other previous iterations of Alegria Pride, and had experience attending other Alegria events at Avant Gardner.

30. All of the Plaintiffs paid for their Alegria Pride 2023 tickets by either paying the full price directly via the DICE app, the proceeds of which were collected by Avant Gardner LLC, or purchase the tickets second hand and had the tickets transferred to them from someone who purchased the ticket directly.

31. All of the Plaintiffs viewed the promotional fliers, emails, and/or other materials for Alegria Pride 2023 before purchasing their tickets.

HARASSMENT BY AVANT GARDNER SECURITY

32. Everyone entering Avant Gardner for Alegria Pride 2023 was subject to a body search by security agents working for Defendants.

33. Routine pat-down searches are neither unusual nor controversial.

34. Plaintiffs have all attended various events at different venues all across the world, and are used to body pat downs and searches that are thorough but polite and appropriate.

35. None of them were prepared for what they encountered at Alegria Pride 2023.

36. For instance, when Mr. Brett Carter was entering the venue, he was stopped by security who spread Mr. Carter's legs and felt all around the genital area with the front of his hands. The guard accused Mr. Carter of having something in his genital region and started groping Mr. Carter's testes. Mr. Carter did not consent to the touching and explicitly told the guard to stop, stating that this conduct was not okay. The guard did not stop. He then ordered Mr. Carter to take

¹ Plaintiffs here refer to any and all of the named plaintiffs. Some allegations apply to certain, but not all, of the Plaintiffs and class members.

off his shorts, while in public, so the guard could see Mr. Carter's genitals. Mr. Carter reluctantly complied, at which point the guard then touched the genital area again. This sexual assault made Mr. Carter felt deeply violated.

37. When Mr. Christopher Adams got to security, the very first instruction he received was to spread his legs. When his legs were not sufficiently spread apart for the satisfaction of the security guard, he was told to spread it even wider. He was then subjected to a full body search with the security guard squeezing Mr. Chris' scrotum several times and reaching back in between. For good measure, the same security guard also touched Mr. Adam's scrotum and buttocks, before making Mr. Adams take off his shoes. The experience left Mr. Adams deeply humiliated and uncomfortable.

38. When Mr. Daniel Ahn entered the venue, during the security search, the guard searched him and at first patted him down with his hands in an ordinary manner. But when the guard got to the genital area, the guard proceeded to pinch Mr. Ahn in that region, several times. Mr. Ahn did not consent to being touched or pinched in the genital area, and was completely surprised and taken aback. He was too nervous to say anything and stood still while the pinching continued until the security guard was satisfied. The experience left Mr. Ahn very discomfited and upset by the experience.

39. When Mr. Daniel Chiu entered the venue, at first the security guard did a standard search and pat down. The guard then pushed the metal detector wand up against Mr. Chiu's scrotum and pushed at it. Mr. Chiu did not consent to this and immediately objected saying that this conduct was not appropriate. The guard then retaliated, claiming that Mr. Chiu's voicing of his objection to this violating conduct was suspicious and proceeded to conduct a more thorough

search with his hands, groping Mr. Chiu's buttocks and groped the scrotum area in a more intense search. The experience left Mr. Chiu angry and disgusted.

40. When Mr. Jin Ang arrived at the venue, he was first subjected to an ordinary pat down at which point the security found some eye drops that Mr. Ang carried on him for treatment of dry eyes. He was asked about it and Mr. Ang indicated that these were eye drops for eye irritation. He was asked if he had anything else to which he indicated no. The security guard indicated that he didn't believe Mr. Ang and directed Mr. Ang to take off his shorts so that the guard could see underneath. The security checkpoint was in a public space and Mr. Ang was reluctant to strip. The guard then said that if Mr. Ang did not, he would not be admitted into the venue. Mr. Ang then reluctantly took off his shorts, revealing himself to all those in his vicinity. Only after that did the security guard let him through. He did not allow Mr. Ang to bring in his eye drops.

41. As Mr. Chan Jeon entered the venue, he was approached by security who began with a thorough but otherwise standard pat down of his body. But the security guard then used the metal detector rod and tapped it aggressively and sharply against Mr. Jeon's genitalia. Mr. Jeon immediately complained, stating that this was not appropriate. The security guard in retaliation claimed that the metal scanner had beeped – which it did not, and then proceeded to grab Mr. Jeon's penis from above Mr. Jeon's pants and began feeling around the area. The experience left Mr. Jeon shaken and grossly violated.

42. When Mr. John Sun stepped up to the security, the security guard *immediately* used the metal wand over Mr. Sun's scrotum and then began poking it with the wand. The guard made several repeated pokes, which subjected Mr. Sun to both painful, unwanted physical contact, and then, once satisfied, waved Mr. Sun through without bothering to pat Mr. Sun down elsewhere. The experience left Mr. Sun angry about the experience.

43. When Mr. Joshua Friedman reached the security, he was told to spread his hands and legs apart. When the security guard reached Mr. Friedman's shorts, he put his hand in the waistband and began vigorously shaking and tugging at Mr. Friedman's shorts, causing it to chafe uncomfortably against his private regions. The guard continued shaking seemingly in hopes that something would fall out. When nothing did, the guard had Mr. Friedman take off his shoes and then proceeded to thoroughly inspect Mr. Friedman's feet, putting his hands inside Mr. Friedman's shoes and then even inside Mr. Friedman's socks which made Mr. Friedman both uncomfortable and embarrassed.

44. When Mr. Timmy Howard was entering the venue, the security guard forced him to spread his legs far apart and repeatedly used the metal scanner on Mr. Howard's genital region and around his testes. The guard made repeated contact with Mr. Howard's genital regions using the scanner, again as if the scanner was an additional finger. The security guard also crudely asked Mr. Howard if he had kept anything within his crotch area and interrogated him at length, all while Mr. Howard stood with his legs spread apart in a humiliating display. Only after the guard was satisfied was Mr. Howard then allowed in.

45. When Mr. Weicheih Chi, entered the venue, the security guard told him to spread his legs and then started the pat down. Without any warning, or request for consent, the guard reached in between Mr. Chi's legs and grabbed his testicles and his penis with his hands, making direct contact through Mr. Chi's clothing. Not finding anything, the guard then proceeded to run his hands in between Mr. Chi's buttocks. Mr. Chi was too much in a state of shock to voice an objection, but at no point was Mr. Chi asked to consent, nor did he consent, to any of this contact. The guard then directed Mr. Chi to take off his shoes, grabbed each of Mr. Chi's feet, and ran his

hands over them both on top and on the bottom. Only then was the guard satisfied and allowed Mr. Chi in. Mr. Chi was embarrassed and humiliated by this experience.

46. These experiences are, sadly, not at all unique. In general, all the attendees experienced intrusive searches that involved non-consensual groping by the security guards to various degrees, or were required to pull down their underwear or shorts and were forced to expose their genitals to the security guards and anyone else in the vicinity, or were otherwise harassed, bullied, and intimidated by Defendants' security.

47. The security staff were directed to conduct these intrusive searches by the Defendants.

48. Furthermore, when Plaintiffs complained about the behavior of the security staff, those complaints were disregarded and all such complaints were brushed away, and no efforts were made to restrain or change the behavior of security.

49. All of these incidents were done under the watch of Defendants' supervisors who were on site when these searches took place and did nothing to address the complaints by attendees.

50. The various different methods of searches by different security also showed that the security guards did not receive adequate, if any, training by Defendants prior to the event, or the appropriate level of supervision to ensure that all attendees were treated respectfully.

51. The security guards should have been trained and instructed, and supervised on how to treat guests with respect during searches, how to obtain consent prior to and during searches of sensitive areas, creating an area to allow for privacy for anyone who might be required to take off clothing during searches, and how to appropriately search sensitive areas if such searches were absolutely necessary or warranted.

52. The abusive and intrusive behavior of security was not limited to the entrance.

53. At one point in the evening, Mr. Jeon went to the bathroom. He entered into a stall in order to perform an elimination. While he was attending to that, just a brief moment after entering, a security guard banged loudly at the door, rattling Mr. Jeon. The security guard ordered Mr. Jeon to open up the door, while Mr. Jeon was still in the process. Mr. Jeon at first refused, indicating he was using the bathroom, but the security guard then threatened to expel Mr. Jeon from the venue unless he complied. Mr. Jeon rushed to finish, so that he could then open the door, and then had to open the door without flushing in order to show the security guard the products of the elimination. Only then did the security guard walk away, allowing Mr. Jeon to flush and clean up after. This experience also left Mr. Jeon feeling grossly violated and dehumanized.

54. When Mr. Howard tried to use the stall at the venue, he was rudely accosted by security who pounded at the door while Mr. Howard was performing an act of nature. The pounding was compounded when the security guard tried to peek through the small slit in the door and demanded to know what Mr. Howard was doing. The sudden pounding frightened Mr. Howard and the experience left him embarrassed and shaken.

55. The security guards were constantly patrolling the bathroom and either jumping up, or bending over to look through the bottom at the people inside the stall, in violation of the privacy of the stall occupants. They were constantly yelling and berating people who attempted to use the stalls and subjected anyone who used one to uncomfortable monitoring in violation of their expectations of privacy and humiliating harassment.

56. Plaintiffs were specifically targeted for this intrusive and heightened level of security because of their sexual orientation.

57. Avant Gardner plays host to a number of events throughout the year, the majority of which are mixed events featuring both LGBTQ+ and non-LGBTQ+ populations. In prior events

featuring mixed populations, the security staff were provided with different instructions and the intrusiveness of the security was significantly less.

58. However, because Alegria Pride 2023 was an LGBTQ+ event, and because the attendees were predominantly cis-gendered gay men, security was given different directions, and were specifically instructed by Defendants to search attendees in a way that violated their bodily autonomy.

59. Had Plaintiffs been a mixed crowd instead of all LGBTQ+, featuring cis-gender women or straight men, this same level of intense and uncomfortable searches would have been unthinkable, and the attendees' bodily autonomy would have been treated with considerably greater respect.

60. Defendants thought that it would be safer to disrespect the bodily autonomy of gay men based on stereotypical beliefs about the community. Defendants believed for instance that because the attendees were almost all gay men, that they were more receptive to being touched in and around their genitals and buttocks, and that it was okay to touch them in these locations without consent or permission.

61. The security guards in question which performed the acts as mentioned above were retained by Defendant Avant Gardner through the use of third-party service providers Allstar Security & Consulting, Inc. and AG Security Group Inc. These security guards acted for the benefit of, at the direction of, and under the supervision and management of all the Defendants.

62. It should be noted that while Avant Gardner was host that night to the *largest* LGBTQ+ pride event, Alegria Pride 2023 was hardly the only such event taking place that night. There were other major events taking place throughout that night and weekend at a variety of different other large venues. The security problems mentioned were singularly unique to Avant Gardner, and

LGBTQ+ festival goes to other large, popular, and crowded events, did not experience this type of harassment.

63. These other venues and organizers were perfectly capable of keeping attendees safe *without* sexually abusing them on their way into and while inside of the venue. Defendants' use of sexual assault was neither justified nor justifiable.

64. Any claim by Defendants that they were merely trying to create a safe space is belied by the fact that Defendants focused all of their effort and expenses on hiring security to abuse attendees, but spent little or nothing on safety mechanisms that would actually work to make the event safer. Mechanisms that would effectively protect the community include *e.g.* a larger staff of *friendly* Health & Safety teams on site, access to free water refill stations, and clearly marked and visible medical stations. In fact, the aggressive, hostile, and abusive nature of the security used by Defendants made attendees *less safe*. The sexual assaults experienced made attendees more reluctant to approach, trust, or speak with Defendants' staff.

CLOSE OF EVENT

65. One of the major draws of the Alegria Pride events is the sunrise closing ceremonies.

66. The traditional sunrise closing ceremony starts around the time the sun begins to rise. As the night comes to an end, previous iterations of Alegria Pride have always featured these sunrise closing ceremonies.

67. The nature of these ceremonies vary year to year but always involves a mesmeric combination of music and visuals including lasers and fireworks, where the music often crescendos featuring the songs of the summer, before the set list changes to something more mellow and contemplative, allowing the crowds to experience a slow easing from the type of the night's experiences.

68. The closing ceremonies often begin at or around 5:00 AM, peaks at around 5:30 AM, which is the time for sunrise in the summer, and then plays to a close at 6:00 AM, which is the time that all previous iterations of Alegria Pride have ended at.

69. The closing ceremonies carry significant emotional weight, are a core aspect of the musical performance, provide a climax for the end of the event, and closure for the attendees.

70. One of the largest draws of Avant Gardner is the lack of tall buildings in the vicinity. From the catwalk, attendees can catch every detail of sunrise.

71. There are also major practical benefits of the event ending at 6:00 AM above and beyond the draw of the experience of closing ceremonies.

72. One major benefit of the event lasting until 6:00 AM is the wide availability of public transportation options as the frequency of trains and buses increases dramatically at and after 6:00 AM. This allows attendees to leave the event, which is located in Bushwick, through the use of public transportation as opposed to being forced to use Uber and Lyft and other ride share applications. In addition, for those who intend to take ride share, the costs of such ride share decreases in general later on in the day as more drivers become available. A later closing time also allows the crowd to space out departure times throughout the evening so that there is less crowding at any one specific time, allowing for greater ease of finding transportation options.

73. In addition, the later end time obviates the desire for a lot of attendees to attend the post-event after party. One major reason why attendees are willing to pay such a high ticket price for Alegria is that because of the closing time, it is traditionally both a night time event *and* an after-party, making it a good value for the cost delivered.

74. All previous Alegria Pride events at Avant Gardner incorporated the sunrise closing ceremonies and ended at 6:00 AM.

75. Alegria Pride 2023 did not.

76. Despite being advertised as “even bigger, better than everything you have experienced before at Alegria,” the event ended shortly after 4:00 AM, *nearly two hours earlier* than was expected by Plaintiffs.

77. No notice of this earlier end time was mentioned on the promotional fliers, promotional emails, and advertisements of the event, nor was it indicated on the event ticket. The websites promoting the event do not make any mention of this early closing time.

78. Many attendees arrived after midnight with the expectation of being able to enjoy a six hour festival experience.

79. When the event ended shortly after 4:00 AM, almost all the Plaintiffs remaining were surprised by the brusque and unexpected ending and the absence of the traditional Alegria Pride sunrise closing ceremony.

80. Attendees who arrived after midnight experienced a festival that was 33% shorter than what they had expected to attend.

81. Plaintiffs were then herded out like cattle, in the middle of the night, confused about what was happening and given no explanation of what was happening. Some attendees were not even given the option of being able to pick up their clothing and forced out into the streets wearing nothing but their outfits and costumes they wore for the event.

82. The earlier end time resulted in Plaintiffs not being able to enjoy the benefits of the Alegria Pride sunrise closing ceremonies which they had expected to as part of the price they paid for the tickets, a price unchanged from previous years.

83. The earlier end time also resulted in Plaintiffs having to incur significant additional costs in private transportation when they expected to be able to take public transportation.

84. And lastly, it was a disappointing end that once again highlighted the poor, disrespectful and outrageous treatment of attendees by Defendants.

CLASS ALLEGATIONS

85. Plaintiffs bring this action on behalf of themselves individually and on behalf of the following Class²: all the attendees of Alegria Pride 2023.

86. Plaintiffs estimate the Class consists of about 7,500 people.

87. This case present numerous common questions of law and fact as outlined below with all these questions of law and fact applicable to the Class.

88. Plaintiffs' claims are typical of the Class members' claims. Like other Class members, Plaintiffs attended Alegria Pride 2023, were subjected to the sexual assault and abuse inflicted upon them by Defendants' through the security guards, and were misled and harmed by Defendants' omissions with respect to the end of the event. Defendants treated Plaintiffs consistently with other Class members, and their unlawful conduct affected all Class members.

89. Plaintiffs will fairly and adequately protect the interests of the Class as their interests are aligned with the those of the Class. Plaintiffs are committed to the representation of the Class and have no conflict with the interests of the Class that would impede or impair their ability to represent the Class.

FIRST CAUSE OF ACTION **(Assault and Battery)**

90. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

² Plaintiffs reserve the right to propose other or additional classes or subclasses in their motion for class certification or subsequent pleadings in this action.

91. Plaintiffs were subject to intentional bodily contact that was offensive in nature by the security personnel retained by Defendants.

92. The contact was offensive in that it was intrusive, beyond what would be necessary for ensuring the safety of attendees, violated the physical autonomy of the Plaintiffs, resulted in Plaintiffs being touched in places where they were uncomfortable about being touched including their intimate areas, rising to the level of sexual assault.

93. Plaintiffs were also subjected to the imminent apprehension of harmful and offensive bodily contact when Defendants' security guards reached out and put Plaintiffs in fear of having their body groped without asking for consent.

94. These contacts subjected Plaintiffs to pain, humiliation, and embarrassment.

95. The security personnel acted at the direction of Defendants, pursuant to instructions by Defendants, and for the benefit of Defendants, and all while on duty. The conduct of the security guards was in the furtherance of Defendants' business and Defendants' business interests.

96. Defendants were fully aware of, sanctioned, defendant, and encouraged this conduct by their security as Defendants' supervisors were on site and witnesses these actions, encouraged security to behave the way that they did, and ignored the repeated complaints by attendees.

97. For these reasons, Defendants are legally accountable for the actions of the security guards retained at Alegria Pride 2023.

98. Wherefore Plaintiffs seeks judgment against Defendants in an amount to be determined at trial of not less than \$1,000 each member, but potentially significantly more depending on the nature and extent of their interactions with security, for the entire class of approximately 7,500 individuals for total damages of not less than \$7,500,000 in compensatory damages, and an additional amount of not less than \$1,000 each member, but potentially significantly more

depending on the nature and extent of their interactions with security, for the entire class of approximately 7,500 individuals for total damages of not less than \$7,500,000 in punitive damages.

SECOND CAUSE OF ACTION
(Negligent Hiring, Training and Supervision)

99. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

100. Defendants owed a duty of care to the Plaintiffs with respect to the hiring, training, management, and supervision of the security guards retained by Defendants at Avant Gardner on the night of Alegria Pride 2023.

101. Defendants breached that duty of care when they failed to either train staff, or hire staff already trained, on the appropriate behavior that is acceptable for a security guard, including how to conduct proper pat down searches, how to request for consent, and how to conduct heightened searches in a respectful, consensual manner that allows for a protection of the privacy of Plaintiffs.

102. Defendants breached that duty of care when they failed to either train management, or hire management already trained, on the supervision with respect to ensuring appropriate behavior that is acceptable for a security guard, including how to conduct proper pat down searches, how to request for consent, and how to conduct heightened searches in a respectful, consensual manner that allows for a protection of the privacy of Plaintiffs.

103. Defendants breached that duty of care when the supervision failed to put a stop to the conduct of Defendants' staff, when the repeated complaints by attendees as to the aggressive nature of the security went unheeded, and when sexual assaults committed by security staff done in front of and within sight of supervisory staff were condoned.

104. Plaintiffs suffered injury because of Defendants' negligence including a violation of the physical autonomy of the Plaintiffs, with Plaintiffs being touched in places where they were uncomfortable about being touched including their intimate areas, and Plaintiffs being sexually assaulted, and exposed to public humiliation and embarrassment.

105. Plaintiffs' injury flowed directly from Defendants' negligence with respect to the hiring, training, and supervision of the security staff and supervisors which led to the rampant battery and sexual assault of Plaintiffs and other members of the Class.

106. The harm to Plaintiffs was foreseeable. In fact, Defendants were notified repeatedly throughout the night as to the situation since Defendants' supervisors were present during these sexual assaults and Defendants received numerous complaints from attendees as to what was happening when attendees complained about the conduct to the supervisors on site.

107. Defendants also should have foreseen that the failure to instruct and train their staff properly would inevitably result in multiple instances of sexual assault and harm to attendees.

108. Wherefore Plaintiffs seeks judgment against Defendants in an amount to be determined at trial of not less than \$1,000 each member, depending on the nature and extent of their interactions with security, for the entire class of approximately 7,500 individuals for total damages of not less than \$7,500,000.

THIRD CAUSE OF ACTION
(Gross Negligence)

109. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

110. Defendants owed a duty of care to the Plaintiffs with respect to the hiring, training, management, and supervision of the security guards retained by Defendants at Avant Gardner on the night of Alegria Pride 2023.

111. Defendants breached that duty of care as previously mentioned.

112. Defendants evidenced a reckless indifference to the rights of Plaintiffs when they failed to respond or react to the numerous complaints received throughout the night of the behavior of their staff, and despite firsthand observation of the behavior of their staff by supervisors and managers.

113. Defendants evidenced a reckless indifference to the rights of Plaintiffs when they directed their security to engaged in intensive search protocols without providing adequate guidance, training, education or supervision, and telling their security to inspect Plaintiffs' intimate and private regions without taking any efforts to make sure such searches are done properly, appropriately, respectfully, and safely.

114. Wherefore Plaintiffs seeks judgment against Defendants in an amount to be determined at trial of not less than \$1,000 each member, depending on the nature and extent of their interactions with security, for the entire class of approximately 7,500 individuals for total damages of not less than \$7,500,000 in compensatory damages, and an additional amount of not less than \$1,000 each member, depending on the nature and extent of their interactions with security, for the entire class of approximately 7,500 individuals for total damages of not less than \$7,500,000 in punitive damages.

FOURTH CAUSE OF ACTION
(Violation of the New York City Human Rights Law)

115. Plaintiffs incorporates, reaffirms, and realleges each and every allegation in the paragraphs above as if fully set forth herein.

116. Administrative Code § 8-107(4) makes it unlawful discriminatory practice to “refuse, withhold from or deny to such person the full and equal enjoyment, on equal terms and conditions,

of any of the accommodations, advantages, services, facilities or privileges of the place or provider of public accommodation” on the basis of a person’s sexual orientation.

117. Avant Gardner is place of public accommodation and Defendants are a provider of public accommodation under the New York City Human Rights Law.

118. Plaintiffs were subject to a series of intrusive, unwarranted, and humiliating searches because of their sexual orientation.

119. They were also threatened with denial of access to and the full and equal enjoyment of such facilities without being first subjected to an intensive and intrusive search which was not imposed upon other attendees of events at Avant Gardner of a different sexual orientation.

120. They were therefore deprived of the “full and equal enjoyment” of the public accommodation.

121. In addition, Defendants adopted a series of policies or practices which have an unjustified disparate impact upon LGBTQ+ attendees of events hosted at Avant Gardner.

122. Lastly and most critically, Defendants directed their security to engage in a pattern of behavior that resulted in many of the attendees being subjected to conduct that rose to the level of sexual assault and sexual harassment. Plaintiffs were made to expose themselves in a public setting, against their wishes and desires. Plaintiffs had their private areas groped and touched without consent, and in some instances specifically despite their refusal to consent. Plaintiffs were sexually molested, and sexually humiliated and dehumanized by Defendants’ security guards.

123. Wherefore Plaintiffs seeks judgment against Defendants in an amount to be determined at trial of not less than \$500 each for the entire class of approximately 7,500 individuals for total damages of not less than \$3,750,000, in addition to reasonable attorney’s fees.

FIFTH CAUSE OF ACTION
(Violation of the New York State Human Rights Law)

124. Plaintiffs incorporates, reaffirms, and realleges each and every allegation in the paragraphs above as if fully set forth herein.

125. New York State Executive Law § 296 makes it unlawful discriminatory practice to because of someone's sexual orientation, "directly or indirectly, to refuse, withhold from or deny to such person any of the accommodations, advantages, facilities or privileges thereof."

126. Avant Gardner is place of public accommodation and Defendants are a provider of public accommodation under the New York City Human Rights Law.

127. Plaintiffs were subject to a series of intrusive, unwarranted, and humiliating searches because of their sexual orientation.

128. They were also threatened with denial of access to and the full and equal enjoyment of such facilities without being first subjected to an intensive and intrusive search which was not imposed upon other attendees of events at Avant Gardner of a different sexual orientation.

129. They were therefore deprived of the "full and equal enjoyment" of the public accommodation.

130. In addition, Defendants adopted a series of policies or practices which have an unjustified disparate impact upon LGBTQ+ attendees of events hosted at Avant Gardner.

131. Lastly and most critically, Defendants directed their security to engage in a pattern of behavior that resulted in many of the attendees being subjected to conduct that rose to the level of sexual assault and sexual harassment. Plaintiffs were made to expose themselves in a public setting, against their wishes and desires. Plaintiffs had their private areas groped and touched without consent, and in some instances specifically despite their refusal to consent. Plaintiffs were sexually molested, and sexually humiliated and dehumanized by Defendants' security guards.

132. Wherefore Plaintiffs seeks judgment against Defendants in an amount to be determined at trial of not less than \$500 each for the entire class of approximately 7,500 individuals for total damages of not less than \$3,750,000, in addition to reasonable attorney's fees.

SIXTH CAUSE OF ACTION
(Violation of the N.Y. Gen. Bus. Law)

133. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

134. Defendants engaged in an act or practice that is deceptive or misleading in that they hid information from Plaintiffs and the class in general as to the closing time for Alegria Pride 2023 in order to attract more business and so they could sell tickets at a higher price.

135. Defendants' representations and omissions were misleading to Plaintiffs, and would have been misleading to any reasonable consumer.

136. Defendants omitted the ending time for the event on their website, emails, fliers, and on the DICE app, so as to further mislead Plaintiffs and any reasonable consumer.

137. As a result of Defendants' representations and omissions, Plaintiffs were injured when Defendants' event ended prematurely shortly after 4:00 AM, and failed to include the traditional sunrise closing ceremonies, and were then herded out into the streets in the middle of the night without giving Plaintiffs opportunity to prepare transportation.

138. Plaintiffs' injuries include paying Defendants for an experience that Defendants did not intend to deliver and did not in fact deliver.

139. Plaintiffs' injuries also include additional expenses associated with travel and transportation because of the event ending before public transportation options were widely available, leaving Plaintiffs stranded.

140. Wherefore Plaintiffs seeks judgment against Defendants Alegria Productions Inc. and Avant Gardner LLC in an amount to be determined at trial of not less than \$100 each for the entire class of approximately 7,500 individuals for total damages of not less than \$750,000 and reasonable attorney's fees.

SEVENTH CAUSE OF ACTION
(Negligence against Stewart Purchaser LLC)

141. Plaintiffs incorporate, reaffirm, and reallege each and every allegation above as if fully set forth herein.

142. Defendant Stewart Purchaser LLC is the owner of 140 Stewart Avenue, which is where Alegria Pride 2023 took place.

143. 140 Stewart Avenue is the site of Brooklyn Mirage which is a space that regularly sells tickets to the general public.

144. Stewart Purchaser LLC had a non-delegable duty to provide the public with reasonably safe premises.

145. Stewart Purchaser LLC had a non-delegable duty to maintain the property in a reasonably safe condition to prevent the occurrence of foreseeable injuries.

146. Stewart Purchaser LLC had a non-delegable duty to provide the public with a safe means of ingress and egress.

147. Stewart Purchaser LLC breached said non-delegable duties when the aforementioned assault and battery to take place on its premises at the site of ingress and in the bathroom.

148. Stewart Purchaser LLC breached said non-delegable duties when it allowed the security guards retained that evening to engage in a pattern of behavior that resulted in many of the attendees being subjected to conduct that rose to the level of sexual assault and sexual harassment, and forced public exposure and humiliation.

149. Plaintiffs suffered injury because of Stewart Purchaser LLC's negligence including a violation of the physical autonomy of the Plaintiffs, with Plaintiffs being touched in places where they were uncomfortable about being touched including their intimate areas, and Plaintiffs being sexually assaulted, and exposed to public humiliation and embarrassment.

150. Plaintiffs' injury flowed directly from Stewart Purchaser LLC's negligence in the dereliction of its aforementioned non-delegable duties.

151. Wherefore Plaintiffs seeks judgment against Stewart Purchaser LLC in an amount to be determined at trial of not less than \$1,000 each member, depending on the nature and extent of their interactions with security, for the entire class of approximately 7,500 individuals for total damages of not less than \$7,500,000.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury on all issues so triable.

WHEREFORE, the Plaintiffs, on behalf of themselves and members of the Class, respectfully demand judgment against Defendants as follows:

- a. Awarding damages in an amount to be proved at trial on Plaintiffs' first cause of action, in an amount of not less than \$1,000 per member of the class, with potentially significantly more depending on the nature of the interactions, for total damages in the amount of not less than \$7,500,000 in compensatory damages and \$7,500,000 in punitive damages;

- b. Awarding damages in an amount to be proved at trial on Plaintiffs' second cause of action, in an amount of not less than \$1000 per member of the class for total damages in the amount of not less than \$7,500,000;
- c. Awarding damages in an amount to be proved at trial on Plaintiffs' third cause of action, in an amount of not less than \$1,000 per member of the class, with potentially significantly more depending on the nature of the interactions, for total damages in the amount of not less than \$7,500,000 in compensatory damages and \$7,500,000 in punitive damages;
- d. Awarding damages in an amount to be proved at trial on Plaintiffs' fourth cause of action, in an amount of not less than \$500 per member of the class for total damages in the amount of not less than \$3,750,000;
- e. Awarding damages in an amount to be proved at trial on Plaintiffs' fifth cause of action, in an amount of not less than \$500 per member of the class for total damages in the amount of not less than \$3,750,000;
- f. Awarding damages against Alegria Productions Inc. and Avant Gardner LLC in an amount to be proved at trial on Plaintiffs' sixth cause of action, in an amount of not less than \$100 per member of the class for total damages in the amount of not less than \$750,000;
- g. Awarding damages against Stewart Purchaser LLC in an amount to be proved at trial on Plaintiffs' seventh cause of action, in an amount of not less than \$1000 per member of the class for total damages in the amount of not less than \$7,500,000;
- h. Declaring that this action is properly maintainable as a class action, certifying Plaintiffs as Class representatives, and appointing DGW Kramer LLP as Class Counsel;

i. Awarding Plaintiffs and the Class attorneys fees and costs under the New York General Business Law, New York City Human Rights Law, and New York State Human Rights Law;

j. Awarding Plaintiffs and the Class such other and further relief as this Court may deem just and proper under the circumstances.

Dated: February 26, 2024
New York, New York

Respectfully Submitted,

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