

1 William M. Berman, Esq., CA State Bar No.: 190078
e-Mail: wberman@bermanlawyers.com
2 Harlan J. Zaback, Esq., CA State Bar No.: 266498
e-Mail: hzaback@bermanlawyers.com
3 C. Oliver Barwald, Esq., CA State Bar No.: 312420
e-Mail: obarwald@bermanlawyers.com

4 **BERMAN & RIEDEL, LLP**
5 12264 El Camino Real, Suite 300
San Diego, California 92130
6 phone: (858) 330-8855 • fax: (858) 330-9855

7 Attorneys for Plaintiff AARON PATRICK
8
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR LOS ANGELES COUNTY, SOUTHWEST JUDICIAL BRANCH**

12 AARON PATRICK, an individual,

13 as Plaintiff,

14 v.

15 NATIONAL FOOTBALL LEAGUE, a
business entity; STADCO LA, LLC d/b/a
16 SOFI STADIUM, a business entity;
HOLLYWOOD PARK LAND COMPANY,
17 LLC, a business entity; STOCKBRIDGE
CAPITAL GROUP, LLC, a business entity;
18 THE FLESHER GROUP, a business entity,
KROENKE SPORTS & ENTERTAINMENT
19 COMPANY, a business entity; CHARGERS
FOOTBALL COMPANY, LLC d/b/a THE
20 LOS ANGELES CHARGERS, a business
entity; MOE "GREENHAT," an individual;
21 ESPN, INC., a business entity; ROE MAT
COMPANY, a business entity; and DOES
22 1-40, inclusive,

23 as Defendants.
24

Case No.: _____

**PLAINTIFF'S COMPLAINT FOR CIVIL
DAMAGES**

REQUEST FOR JURY TRIAL

1. *Negligence*
2. *Premises Liability*

[IMAGED FILE]

Amount in Controversy Exceeds \$25,000.00
(Unlimited Civil Case)

25 **COMES NOW** plaintiff AARON PATRICK, who most respectfully alleges the following:

26 ///

27 ///

28 ///

I.

GENERAL ALLEGATIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. At all times mentioned herein, plaintiff AARON PATRICK, was, and still is, a resident of the State of Colorado, who lives in Lone Tree, Colorado. Plaintiff AARON PATRICK is a professional athlete, and specifically an Outside Linebacker and Special Teams “specialist” who plays for the DENVER BRONCOS which is a member of the NATIONAL FOOTBALL LEAGUE (“NFL”). On or about October 17, 2022, plaintiff AARON PATRICK was seriously injured while attempting to make a tackle during a punt return during a Monday Night Football (“MNF”) game between the DENVER BRONCOS and the LOS ANGELES CHARGERS, plaintiff AARON PATRICK’s momentum carried him off the field and onto the sidelines where, while attempting to avoid contact with the NFL’s TV Liaison (commonly referred to in media terms as a “Green Hat” and referred to herein as “MOE GREEN HAT”) who was improperly situated at the 25-yd-line and for some odd reason ran directly into the path of plaintiff AARON PATRICK. Plaintiff AARON PATRICK ultimately collided with MOE GREEN HAT and stepped on one of three mats placed along the sideline to cover electrical cords/cables leading to the NFL’s instant replay monitor. Upon stepping on one of the mats, plaintiff AARON PATRICK’s cleats became lodged in the mat and/or the cords/cables running underneath and caused plaintiff AARON PATRICK’s left knee to contort causing plaintiff AARON PATRICK to fall awkwardly. As a result of the awkward fall, plaintiff AARON PATRICK suffered severe injury, specifically a torn Anterior Cruciate Ligament (“ACL”). Upon information and belief, the mats were placed in their location by defendant ESPN, INC., who was broadcasting the MNF game on national television for the NFL. It is further believed and so thereon alleged that the cords/cables that were being covered by the mats were set up by ESPN, INC., on behalf of the NFL, to provide connection to the NFL’s instant replay monitor, and that the NFL was responsible, either in full or in part, for directing where the instant replay monitor should be set up.

2. Based upon the facts known to him at this time, and therefore based upon such information and belief, plaintiff AARON PATRICK herein sues defendant NATIONAL FOOTBALL LEAGUE (“NFL”). Upon information and belief, the NFL holds-out its principal

1 place of business as being in New York, New York, and operates as a professional football league
2 and is licensed to do business within the State of California, including specifically Los Angeles,
3 California. Upon information and belief, it is herein alleged that the NFL was responsible, in whole
4 or in part, for causing, creating, or directing the placement of the instant replay monitor, which was
5 operated by an Official who was during the subject game employed by the NFL. Based upon the
6 dangerous conditions that existed, plaintiff PATRICK AARON hereby sues defendant NFL for its
7 actions in causing, creating, or directing the placement of the cords/cables, the use of the mats as
8 “covers” for the cords/cables, and this created a known dangerous condition to occur.

9 3. Based upon the facts known to him at this time, and therefore based upon such
10 information and belief, plaintiff AARON PATRICK herein sues defendant STADCO LA, LLC
11 d/b/a SOFI STADIUM (“SOFI STADIUM”) and alleges that SOFI STADIUM was the owner,
12 operator and/or controller of the football stadium located at 1001 Stadium Drive, Inglewood,
13 California 90301 (herein referred to as “the premises”) and was hosting the NFL’s MNF game on
14 October 17, 2022. Upon information and belief, SOFI STADIUM is a California Limited Liability
15 Company and is licensed to conduct business in the State of California. Upon further information
16 and belief, SOFI STADIUM holds-out its principal place of business as being in Columbia,
17 Missouri, and frequently performs work within/throughout Los Angeles County, California. Based
18 upon the factual basis known to him at this time, plaintiff AARON PATRICK herein alleges that
19 defendant SOFI STADIUM, was responsible for creating or allowing the existence of certain
20 dangerous conditions that existed upon its premises at the time of the subject incident and for which,
21 in part, caused the subject incident to occur.

22 4. Based upon the facts known to him at this time, and therefore based upon such
23 information and belief, plaintiff AARON PATRICK herein sues defendant HOLLYWOOD PARK
24 LAND COMPANY, LLC, and alleges that HOLLYWOOD PARK LAND COMPANY, LLC, is a
25 real-estate and land holding company that owns, operates, and conducts business throughout the
26 State of California (mainly Southern California), and is the owner, operator and/or controller of the
27 premises, where the subject known dangerous condition occurred. Based upon the factual basis
28 known to him at this time, plaintiff AARON PATRICK herein alleges that defendant

1 HOLLYWOOD PARK LAND COMPANY, LLC, was responsible for creating or allowing the
2 existence of certain dangerous conditions that existed upon its premises at the time of the subject
3 incident and for which, in part, caused the subject incident to occur.

4 5. Based upon the facts known to him at this time, and therefore based upon such
5 information and belief, plaintiff AARON PATRICK herein sues defendant STOCKBRIDGE
6 CAPITAL GROUP, LLC (“STOCKBRIDGE”), and alleges that STOCKBRIDGE was at the time
7 of the subject incident, and still is, the owner, operator, and/or controller of the premises where the
8 subject incident occurred. Based upon the factual basis known to him at this time, plaintiff AARON
9 PATRICK herein alleges that defendant STOCKBRIDGE, as owner, operator, and/or controller of
10 the premises, was, in part, responsible for allowing the existence of known dangerous conditions to
11 exist upon the premises for which, in part, caused the subject incident to occur.

12 6. Based upon the facts known to him at this time, and therefore based upon such
13 information and belief, plaintiff AARON PATRICK herein sues defendant THE FLESHER
14 GROUP, and alleges that THE FLESHER GROUP was at the time of the subject incident, and still
15 is involved in the ownership, operation, and/or control of the premises where the subject incident
16 occurred. Based upon the factual basis known to him at this time, plaintiff AARON PATRICK
17 herein alleges that defendant THE FLESHER GROUP, as part owner, operator, and/or controller of
18 the premises, was, in part, responsible for allowing the existence of known dangerous conditions to
19 exist upon the premises for which, in part, caused the subject incident to occur.

20 7. Based upon the facts known to him at this time, and therefore based upon such
21 information and belief, plaintiff AARON PATRICK herein sues defendant the KROENKE
22 SPORTS & ENTERTAINMENT COMPANY (“KROENKE SPORTS”) and alleges that
23 KROENKE SPORTS was at the time of the subject incident, and still is, the owner, operator, and/or
24 controller of the premises where the subject incident occurred. Based upon the factual basis known
25 to him at this time, plaintiff AARON PATRICK herein alleges that defendant KROENKE SPORTS,
26 as owner, operator, and/or controller of the premises, was, in part, responsible for allowing the
27 existence of known dangerous conditions to exist upon the premises for which, in part, caused the
28 subject incident to occur.

1 8. Based upon the facts known to him at this time, and therefore based upon such
2 information and belief, plaintiff AARON PATRICK herein sues defendant CHARGERS
3 FOOTBALL COMPANY, LLC d/b/a the LOS ANGELES CHARGERS (“the LOS ANGELES
4 CHARGERS”) and alleges that the LOS ANGELES CHARGERS were at the time of the subject
5 incident, and still are, a professional American football team that is a member of the NFL and plays
6 its home games at the premises. At the time of the subject incident, the LOS ANGELES
7 CHARGERS were hosting the Denver Broncos for a NFL Monday Night Football game. As the
8 host of the football game between the LOS ANGELES CHARGERS and the Denver Broncos, the
9 LOS ANGELES CHARGERS owed a duty to inspect the premises for dangerous conditions and/or
10 ensure the safety of the premises and/or warn of any known dangerous conditions at the premises
11 prior to the game. Upon information and belief, and as alleged more fully herein, the LOS
12 ANGELES CHARGERS were, in part, responsible for allowing the existence of known dangerous
13 conditions to exist upon the premises for which, in part, caused the subject incident to occur.

14 9. Based upon the facts known to him at this time, and therefore based upon such
15 information and belief, plaintiff AARON PATRICK herein sues defendant MOE “GREENHAT,”
16 and alleges that MOE “GREENHAT” was at the time of the subject incident an NFL employee and
17 was working for the NFL in the role of TV Liaison to coordinate and administer commercial breaks
18 with the broadcasting networks, radio broadcast, and NFL broadcasting. Upon information and
19 belief, MOE “GREENHAT,” was supposed to be situated on the sideline near the 20-yd-line (next
20 to the Network Liaison) and not behind the broken yellow line painted on the sideline. At the time
21 of the subject incident, MOE GREENHAT was near the 25-yd-line and behind the broken yellow
22 line painted on the sideline. Furthermore, it is alleged that defendant MOE “GREENHAT”
23 negligently ran directly into the path of plaintiff AARON PATRICK.

24 10. Based upon the facts known to him at this time, and therefore based upon such
25 information and belief, plaintiff AARON PATRICK herein sues defendant ESPN, INC. (“ESPN”)
26 and alleges that ESPN was at the time of the subject incident the broadcasting company in charge
27 of television and radio production for the Monday Night football game between the LOS ANGELES
28 CHARGERS and the Denver Broncos on October 17, 2022, when the subject incident occurred.

1 Upon information and belief, ESPN was responsible for setting up the cords/cables and/or the mats
2 that were placed along the sideline to feed power to the instant replay monitor. In using the mats to
3 cover the cords/cables, defendant ESPN was negligent in creating a known dangerous condition to
4 exist.

5 11. Based upon the facts known to him at this time, and therefore based upon such
6 information and belief, plaintiff AARON PATRICK herein sues defendant ROE MAT COMPANY
7 and alleges that ROE MAT COMPANY manufactured and marketed its mats for the general use of
8 covering surfaces to “protect” from “slip-and-fall” incidents just like that which occurred when
9 defendants ESPN and the NFL used the mats to cover the wiring that led to the NFL’s instant replay
10 monitor.

11 12. Defendants DOES 1-40, inclusive, are hereby sued herein by plaintiff AARON
12 PATRICK under fictitious names. Upon information and belief, plaintiff AARON PATRICK
13 alleges that each of these fictitiously named defendants are responsible in some manner for the
14 occurrences herein alleged to have occurred, and that the plaintiff AARON PATRICK’s injuries
15 and damages were proximately caused by these fictitiously named defendants. The true names and
16 capacities of these defendants are, however, unknown to plaintiff AARON PATRICK at this time.
17 When their true names and capacities are ascertained, plaintiff AARON PATRICK will amend this
18 Civil Complaint by inserting their true names and capacities. Each reference in this Civil Complaint
19 to “defendant,” “defendants,” or any specifically named defendant also refers to those defendants
20 sued herein under fictitious names.

21 13. Upon information and belief, plaintiff AARON PATRICK alleges that defendants NFL,
22 SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE
23 FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS, MOE
24 “GREENHAT,” ESPN, INC., ROE MAT COMPANY, and/or DOES 1-40, inclusive, are each
25 respectively responsible for creating and/or causing the dangerous conditions which resulted in
26 plaintiff AARON PATRICK suffering certain serious injuries and damages and are all liable to
27 plaintiff AARON PATRICK in some manner, either by act or omission, negligence, breach of
28 statute, negligence per se, res-ipsa loquitor, or otherwise, for the occurrences herein alleged, and

1 that his injuries, loss, and damages as alleged herein were legally caused by the conduct of each said
2 defendant, including NFL, SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
3 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
4 CHARGERS, MOE “GREENHAT,” ESPN, INC., ROE MAT COMPANY, and/or DOES 1-40,
5 inclusive.

6 14. Venue is proper in this jurisdiction in that the acts giving rise to this lawsuit occurred
7 within this Court’s jurisdictional limits, one or more of the defendant parties to this lawsuit reside
8 within this Court’s jurisdictional limits (Los Angeles, California), and the amount in controversy
9 well exceeds an amount of \$25,000.00.

10 **II.**

11 **FACTS RELEVANT TO ALL CAUSES OF ACTION**

12 15. On October 17, 2022, plaintiff AARON PATRICK was playing special-teams for the
13 Denver Broncos (a professional NFL team/club) during the NFL MNF game between the LOS
14 ANGELES CHARGERS and the Denver Broncos (hereinafter referred to as “the game”). The game
15 was held at SOFI STADIUM located at 1001 Stadium Drive, Inglewood, California 90301, which
16 hosts the home games for the LOS ANGELES CHARGERS and Los Angeles Rams. During the
17 overtime period of the game, plaintiff AARON PATRICK was playing special teams on a Denver
18 Broncos punt and attempted to make a tackle on LOS ANGELES CHARGERS punt returner,
19 DeAndre Carter, near the 21-yd-line. During the play, plaintiff AARON PATRICK’s momentum
20 carried him off the field of play and onto the sidelines where, while attempting to avoid contact with
21 MOE “GREEN HAT,” who monitors television timeouts for the television and radio broadcasts of
22 the game, plaintiff AARON PATRICK’s left foot stepped onto the mats and/or cords/cables and fell
23 awkwardly. Upon information and belief, the cords/cables that were being covered were leading to
24 the NFL’s instant replay sideline monitor.

25 16. Upon further information and belief, defendants NFL, ESPN, SOFI STADIUM,
26 STOCKRBIDGE, THE FLESHER GROUP, KROENKE SPORTS and/or the LOS ANGELES
27 CHARGERS placed three mats on the artificial turf field to cover the cords/cables, thereby creating
28 an unsafe/dangerous condition on the premises. Moreover, upon information and belief, defendants

1 NFL, ESPN, SOFI STADIUM, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS,
2 and/or the LOS ANGELES CHARGERS had a duty to inspect the premises for dangerous
3 conditions and/or ensure the field (including all items placed on the field, such as mats) was safe for
4 use and not reasonably foreseen to cause a dangerous condition, before the commencement of the
5 scheduled game, including by ESPN staff and NFL officials who were to conduct a “90 minute
6 officiating meeting” to ensure that there were no dangerous conditions that could affect the safety
7 of those on the side-lines, including the players.

8 17. As a result of stepping on the mat, plaintiff AARON PATRICK suffered a severe injury
9 to his ACL, which he tore. Plaintiff AARON PATRICK’s injury is expected to keep him out for
10 the remainder of the 2022-2023 NFL season. Plaintiff AARON PATRICK will be forced to endure
11 surgical intervention to repair his ACL, as well as many months of physical therapies, training and
12 other rehabilitation services. Furthermore, plaintiff AARON PATRICK’s injuries have caused
13 significant pain and suffering, emotional distress, loss of income (over half of his salary) and
14 continuing economic loss not ascertainable at this time, and that such physical personal injury will
15 continue to cause plaintiff AARON PATRICK to suffer significant pain and suffering and emotional
16 distress for the foreseeable future.

17 18. Unbeknownst to plaintiff AARON PATRICK, the premises at the SOFI STADIUM
18 where the subject incident occurred had a known dangerous condition (mats on artificial turf to
19 cover the electrical cords/cables on the sideline). Upon information and belief, this known
20 dangerous condition was created by defendants NFL, ESPN, SOFI STADIUM, STOCKBRIDGE,
21 THE FLESHER GROUP, KROENKE SPORTS and/or the LOS ANGELES CHARGERS.

22 19. As a direct result of the multiple negligent acts and omissions of defendants NFL, ESPN,
23 SOFI STADIUM, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS,
24 CHARGERS, MOE “GREENHAT”, ROE MAT COMPANY and/or DOES 1-40 as pled herein
25 throughout, plaintiff AARON PATRICK suffered severe injury to his body, severe pain, and a torn
26 ACL injury that will require surgical intervention. The serious injuries, including the ACL injury
27 to his left leg, have caused plaintiff AARON PATRICK to suffer physical pain and emotional
28 distress which will continue for the foreseeable future and could affect plaintiff AARON

1 PATRICK’s employment status in the foreseeable future. In addition, plaintiff AARON PATRICK
2 will further lose benefits by missing opportunity to receive bonuses through the player performance
3 pool in an estimated amount of \$200,000-\$400,000. And due to the injury, plaintiff AARON
4 PATRICK will lose \$370,000 in base salary earnings (the split contract amount). Moreover, the
5 injury is expected to adversely affect plaintiff AARON PATRICK’s earning capacity and/or market
6 value as a Restricted Free Agent at the conclusion of the 2023 football season. Such damages and
7 amounts are not yet fully ascertained at this time, but according to proof at the time of trial and as
8 provided for available under California law.

9 **III.**

10 **CAUSES OF ACTION**

11 **First Cause of Action**

12 ***Negligence***

13 **(Plaintiff AARON PATRICK v. Defendants NFL, SOFI STADIUM, HOLLYWOOD PARK**
14 **LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE**
15 **SPORTS, the LOS ANGELES CHARGERS, MOE “GREENHAT,” ESPN, INC., ROE**
16 **MAT COMPANY, and DOES 1-40, inclusive)**

17 20. Plaintiff AARON PATRICK hereby incorporates by reference each and every
18 allegation set forth in Paragraphs 1-19 above, and all of them, as though fully set forth herein.

19 **A. Allegations of Negligence against Defendants SOFI STADIUM,**
20 **HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE,**
21 **THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES**
22 **CHARGERS, and/or DOES 1-15**

23 21. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
24 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
25 CHARGERS, and/or DOES 1-15 owed plaintiff AARON PATRICK and all other situated on the
26 field and its sideline, a duty of reasonable care. Such duties of reasonable care extended to players,
27 coaches, trainers, equipment managers, media, photographers, referees, security personnel,
28 cheerleaders, youth football fans, halftime performers, and fans designated to be on the field and its
sidelines.

1 22. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
2 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
3 CHARGERS, and/or DOES 1-15 breached the duty owed to plaintiff AARON PATRICK by one or
4 more of the following negligent acts or omissions:

- 5 a. Designing, constructing, and/or setting up the playing field such that the
6 sidelines were unsafe for players forced to run out of bounds;
- 7 b. Knowingly running electrical cords/cables for the NFL’s instant replay
8 monitor from approximately the stands all the way across the sideline to near
9 the out-of-bounds 20-yard line marker;
- 10 c. Knowingly placing three mats over the electrical cords/cables on the
11 sidelines;
- 12 d. Failing to inspect the field of play, including sideline areas, for dangerous
13 conditions prior to commencing the game;
- 14 e. Failing to provide any warnings of the unsafe condition (i.e., the cords/cables
15 and/or mats on the sidelines) prior to commencing the game;
- 16 f. Failing to train defendant MOE “GREENHAT” on where he was supposed
17 to be located on the sidelines;
- 18 g. Failing to ensure that defendant MOE “GREENHAT” was correctly
19 positioned on the sidelines during the course of the game;
- 20 h. Failing to ensure player safety;
- 21 i. Failing to correct any known dangerous conditions prior to the
22 commencement of the October 17, 2022, game between the LOS ANGELES
23 CHARGERS and the Denver Broncos; and
- 24 k. Such further acts as will be revealed during discovery.

25 23. The breaches of the duties of care owed by defendants SOFI STADIUM,
26 HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP,
27 KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15 inclusive, as set forth
28 above, both proximately and legally caused the subject incident to occur which, as a result, caused

1 plaintiff AARON PATRICK to suffer serious injuries including, but not limited to, a tear of his
2 ACL that will keep him out for the remainder of the 2022-2023 NFL season at minimum.

3 24. The breaches of the duties of care owed by defendants SOFI STADIUM,
4 HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP,
5 KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15, as set forth above,
6 were the proximate, legal, and actual cause of plaintiff AARON PATRICK suffering severe physical
7 injuries, emotional injury, economic injury, and other resultant damages and, as a direct and
8 proximate result of the negligent acts and omissions of defendants SOFI STADIUM,
9 HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP,
10 KROENKE SPORTS, the LOS ANGELES CHARGERS, and/or DOES 1-15 inclusive, plaintiff
11 AARON PATRICK did so specifically sustain extensive general, economic, non-economic,
12 damages, special, and other legal damages available under California law, all in amounts not yet
13 fully ascertained at this time, but according to proof at the time of trial.

14 **B. Allegations of Negligence Against Defendant ESPN and/or DOES 16-20**

15 25. Defendants ESPN and/or DOES 16-20 owed plaintiff AARON PATRICK and all other
16 situated on the field and its sideline, a duty of reasonable care. Such duties of reasonable care
17 extended to players, coaches, trainers, equipment managers, media, photographers, referees,
18 security personnel, cheerleaders, youth football fans, halftime performers, and fans designated to be
19 on the field and its sidelines.

20 26. Defendants ESPN and/or DOES 16-20 breached the above referenced duty owed to
21 plaintiff AARON PATRICK by one or more of the following negligent acts or omissions:

- 22 a. Knowingly running electrical cords/cables across the sideline and/or
23 knowingly placing three mats atop the electrical cords/cables on the sidelines
24 to cover the cords/cables;
- 25 b. Creating a known dangerous condition on the sidelines during the October
26 17, 2022, NFL game between the LOS ANGELES CHARGERS and the
27 Denver Broncos;

28 ///

- 1 c. Failing to reasonably conduct a “90 minute meeting” prior to gametime with
- 2 the officiating crew where obvious hazards such as electrical cords/cables
- 3 running to the league’s instant replay monitor would be noticed and
- 4 corrected;
- 5 d. Failing to ensure player safety;
- 6 e. Failing to provide warnings of the known dangerous condition (i.e., electrical
- 7 cords/cables and/or mats); and
- 8 f. Such further acts as will be revealed during discovery.

9 27. The breaches of the duties of care owed by defendants ESPN and/or DOES 16-20, as
10 set forth above, both proximately and legally caused the subject incident to occur which, as a result,
11 caused plaintiff AARON PATRICK to suffer serious injuries including, but not limited to, a tear of
12 his ACL that will keep him out for the remainder of the 2022-2023 NFL season at minimum.

13 28. The breaches of the duties of care owed by defendants ESPN and/or DOES 16-20, as
14 set forth above, were the proximate, legal, and actual cause of plaintiff AARON PATRICK to suffer
15 severe physical injuries, emotional injury, economic injury, and other resultant damages and, as a
16 direct and proximate result of the negligent acts and omissions of defendants ESPN and/or DOES
17 16-20 inclusive, plaintiff AARON PATRICK did so specifically sustain extensive general,
18 economic, non-economic damages, special, and other legal damages available under California law,
19 all in amounts not yet fully ascertained at this time, but according to proof at the time of trial.

20 **C. Allegations of Negligence Against Defendants NFL, MOE GREEN HAT, and**
21 **DOES 21-25**

22 29. Defendants NFL, MOE GREEN HAT, and/or DOES 21-25 owed plaintiff AARON
23 PATRICK and all other situated on the field and its sideline, a duty of reasonable care. Such duties
24 of reasonable care extended to players, coaches, trainers, equipment managers, media,
25 photographers, referees, security personnel, cheerleaders, youth football fans, halftime performers,
26 and fans designated to be on the field and its sidelines.

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

30. Defendants NFL, MOE GREEN HAT, and/or DOES 21-25 breached the duty owed to plaintiff AARON PATRICK by one or more of the following negligent acts or omissions:

- a. Designing, constructing, and/or setting up the playing field such that the sidelines were unsafe for players forced to run out of bounds;
- b. Knowingly running electrical cords/cables for the NFL’s instant replay monitor from approximately the stands all the way across the sideline to near the out-of-bounds 20-yard line marker;
- c. Knowingly placing three mats over the electrical cords/cables on the sidelines;
- d. Failing to inspect the field of play, including sideline areas, for dangerous conditions prior to commencing the game;
- e. Failing to provide any warnings of the unsafe condition (i.e., the cords/cables and/or mats on the sidelines) prior to commencing the game;
- f. Failing to train MOE “GREENHAT” on where he was supposed to be located on the sidelines;
- g. Failing to ensure that defendant MOE “GREENHAT” was correctly positioned on the sidelines during the course of the game;
- h. Negligently running directly into the play of plaintiff AARON PATRICK as he attempted to make a tackle;
- i. Failing to ensure player safety;
- j. Failing to reasonably conduct a “90 minute meeting” prior to gametime with the officiating crew where obvious hazards such as electrical cords/cables running to the league’s instant replay monitor would be noticed and corrected;
- k. Failing to correct any known dangerous conditions prior to the commencement of the October 17, 2022, game between the LOS ANGELES CHARGERS and the Denver Broncos; and
- l. Such further acts as will be revealed during discovery.

///

1 31. The breaches of the duties of care owed by defendants NFL, MOE GREEN HAT, and/or
2 DOES 21-25 inclusive, as set forth above, both proximately and legally caused the subject incident
3 to occur which, as a result, caused plaintiff AARON PATRICK to suffer serious injuries including,
4 but not limited to, a tear of his ACL that will keep him out for the remainder of the 2022-2023 NFL
5 season at minimum.

6 32. The breaches of the duties of care owed by defendants NFL, MOE GREEN HAT, and/or
7 DOES 21-25, as set forth above, were the proximate, legal, and actual cause of plaintiff AARON
8 PATRICK suffering severe physical injuries, emotional injury, economic injury, and other resultant
9 damages and, as a direct and proximate result of the negligent acts and omissions of defendants
10 NFL, MOE GREEN HAT, and/or DOES 21-25 inclusive, plaintiff AARON PATRICK did so
11 specifically sustain extensive general, economic, non-economic, special and other legal damages
12 available under California law, all in amounts not yet fully ascertained at this time, but according to
13 proof at the time of trial.

14 **D. Allegations of Negligence Against Defendant ROE MAT COMPANY, and/or**
15 **DOES 26-30**

16 33. Defendants ROE MAT COMPANY and/or DOES 26-30 breached the above referenced
17 duty owed to plaintiff AARON PATRICK by one or more of the following negligent acts or
18 omissions:

- 19 a. Marketing and selling mats for purposes that place the health and safety of
20 those that use the mats at risk to those who come into contact with the mats;
- 21 b. Failing to warn purchasers and users of the mats of the known dangerous
22 risks (i.e., placing objects underneath the mats, such as cables/cords/wires on
23 the sidelines); and
- 24 c. Such further acts as will be revealed during discovery.

25 34. The breaches of the duties of care owed by defendants ROE MAT COMPANY and/or
26 DOES 26-30, as set forth above, both proximately and legally caused the subject incident to occur
27 which, as a result, caused plaintiff AARON PATRICK to suffer serious injuries including, but not
28 limited to, a tear of his ACL that will keep him out for the remainder of the 2022-2023 NFL season

1 at minimum.

2 35. The breaches of the duties of care owed by defendants ROE MAT COMPANY and/or
3 DOES 26-30, as set forth above, were the proximate, legal, and actual cause of plaintiff AARON
4 PATRICK to suffer severe physical injuries, emotional injury, economic injury, and other resultant
5 damages and, as a direct and proximate result of the negligent acts and omissions of defendants
6 ROE MAT COMPANY and/or DOES 26-30 inclusive, plaintiff AARON PATRICK did so
7 specifically sustain extensive general, economic, special, and other legal damages available under
8 California law, all in amounts not yet fully ascertained at this time, but according to proof at the
9 time of trial.

10 **Second Cause of Action**

11 ***Premises Liability***

12 **(Plaintiff AARON PATRICK v. Defendants SOFI STADIUM, HOLLYWOOD**
13 **PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE**
14 **SPORTS, the LOS ANGELES CHARGERS, and DOES 31-40, inclusive)**

15 36. Plaintiff AARON PATRICK hereby incorporates by reference each and every
16 allegation set forth in Paragraphs 1-35 above, and all of them, as though fully set forth herein.

17 37. On October 17, 2022, as described above, AARON PATRICK was an invitee of
18 defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE,
19 THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES CHARGERS and/or DOES
20 31-40, inclusive.

21 38. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
22 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
23 CHARGERS and/or DOES 31-40, inclusive, were the owners, operators, managers, and/or
24 controllers of the premises, including the playing field and surrounding surfaces.

25 39. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
26 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
27 CHARGERS and/or DOES 31-40, inclusive, owed a duty to the general public and specifically
28 those invited on the field, including but not limited to players, coaches, trainers, equipment

1 managers, media, photographers, referees, security personnel, cheerleaders, youth football fans,
2 halftime performers, and fans to remove or warn of dangerous conditions in the premises and to
3 maintain the premises, including the playing surface and surrounding areas, in a reasonably safe
4 condition.

5 40. In violation of their duties, defendants SOFI STADIUM, HOLLYWOOD PARK
6 LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the
7 LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, negligently permitted and maintained
8 a dangerous condition to exist, creating an unreasonable risk of injury to those invited to the field
9 and surrounding surfaces, including plaintiff AARON PATRICK. Specifically, the sideline/out-of-
10 bounds area had electrical cords/cables running on top of the artificial turf from approximately the
11 sideline wall all the way to the out-of-bounds 20-yard line marker. Upon information and belief,
12 these electrical cords/cables were being used for purposes of supplying power to the NFL's sideline
13 replay monitor. The electrical cords/cables were covered by three mats and the abrupt change in
14 artificial turf to "raised" mats covering electrical cords/cables was not reasonably safe.

15 41. As described above, plaintiff AARON PATRICK stepped on the mat covering the
16 electrical cords/cables on the sideline and immediately fell, injuring his knee.

17 42. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
18 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
19 CHARGERS and/or DOES 31-40, inclusive, knew or by using ordinary care could have known of
20 the dangerous condition, and knew or should have known that it involved an unreasonable risk of
21 harm to invitees such as plaintiff AARON PATRICK.

22 43. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
23 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
24 CHARGERS and/or DOES 31-40, inclusive, knew or by using ordinary care should have known
25 that invitees such as plaintiff AARON PATRICK would not discover or realize the danger.

26 44. Defendants SOFI STADIUM, HOLLYWOOD PARK LAND COMPANY, LLC,
27 STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS ANGELES
28 CHARGERS and/or DOES 31-40, inclusive, failed to use ordinary care to remove or warn of the

1 dangerous condition, or to protect invitees, including plaintiff AARON PATRICK, against the
2 danger.

3 45. The dangerous condition was not known or obvious to plaintiff AARON PATRICK.

4 46. The breaches of duties of care by defendants SOFI STADIUM, HOLLYWOOD PARK
5 LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the
6 LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, as set forth above created a dangerous
7 condition upon the premises and, as a result, proximately and legally caused and/or contributed to
8 the occurrence of the subject incident which, in turn, caused plaintiff AARON PATRICK to suffer
9 serious physical injuries including, but not limited to, a torn ACL injury that will require surgical
10 intervention and keep him out of the remainder of the 2022-2023 NFL season at minimum.

11 47. The breaches of the duties of care owed by defendants SOFI STADIUM,
12 HOLLYWOOD PARK LAND COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP,
13 KROENKE SPORTS, and the LOS ANGELES CHARGERS and/or DOES 31-40, inclusive, as set
14 forth above and creation of dangerous condition(s) upon the premises were the proximate, legal, and
15 actual cause of plaintiff AARON PATRICK's suffering serious physical injuries, including a torn
16 ACL injury, emotional injury, economic injury, and other resultant damages. As a direct and
17 proximate result of the dangerous condition(s) of the premises, plaintiff AARON PATRICK did so
18 specifically sustain extensive general damages, economic damages, non-economic, special and
19 other legal damages available under California law as a result of the subject incident, all in
20 amounts not yet fully ascertained at this time, but according to proof at the time of trial.

21 **WHEREFORE** plaintiff AARON PATRICK prays that after due proceedings, Judgment be
22 rendered in his favor against defendants NFL, SOFI STADIUM, HOLLYWOOD PARK LAND
23 COMPANY, LLC, STOCKBRIDGE, THE FLESHER GROUP, KROENKE SPORTS, the LOS
24 ANGELES CHARGERS, MOE "GREENHAT," ESPN, INC., ROE MAT COMPANY, and/or
25 DOES 1-40, *and all of them*, as follows:

26 1. For all past, present, and future economic damages available under California law
27 including, but not limited to, medical expenses, damages based upon loss of earnings/earnings
28 capacity, and other special economic damages, all in amounts according to proof at time of trial;

- 1 2. For all past, present, and future general non-economic damages available under California
- 2 law, including but not limited to pain and suffering damages, all in amounts according to proof at
- 3 the time of trial;
- 4 3. For all costs of suit incurred herein;
- 5 4. For pre-judgment interest at the allowed by law and in accordance with the provisions of
- 6 *California Civil Code §3291*; and
- 7 5. For any such other further relief that the Court may deem just and proper.

8 Respectfully submitted,

9 DATED: November 15, 2022

BERMAN & RIEDEL, LLP

10
 11 By: _____
 12 William M. Berman, Esquire
 13 Harlan J. Zaback, Esquire
 14 C. Oliver Barwald, Esquire
 15 Attorneys for Plaintiff AARON PATRICK

14 ///
 15 ///
 16 ///
 17 ///
 18 ///
 19 ///
 20 ///
 21 ///
 22 ///
 23 ///
 24 ///
 25 ///
 26 ///
 27 ///
 28 ///

DEMAND FOR JURY TRIAL

Plaintiff AARON PATRICK, hereby requests a jury trial of all claims so triable.

DATED: November 15, 2022

BERMAN & RIEDEL, LLP

By: _____

William M. Berman, Esquire

Harlan J. Zaback, Esquire

C. Oliver Barwald, Esquire

Attorneys for Plaintiff AARON PATRICK

BERMAN & RIEDEL, LLP
12264 EL CAMINO REAL, SUITE 300
SAN DIEGO, CALIFORNIA 92130
PHONE: (858) 350-8855
FAX: (858) 350-9855

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28