

IN THE CIRCUIT COURT
FOR BALTIMORE CITY, MARYLAND

SCOTT RUSH

c/o Hansel Law, P.C.
2514 North Charles Street
Baltimore, Maryland 21218

Plaintiff,

v.

**HOUSING AUTHORITY OF BALTIMORE
CITY**

c/o Janet Abrahams
President and Chief Executive Officer
417 E. Fayette Street, Suite 1339
Baltimore, Maryland 21202

and

JANET ABRAHAMS

*In Her Individual and Official Capacity as the
President and Chief Executive Officer of the
Housing Authority of Baltimore City,
Housing Authority of Baltimore City
417 E. Fayette Street, Suite 1339
Baltimore, Maryland 21202*

Defendants.

Case No. C-24-CV-26-004579

Jury Trial Demanded

COMPLAINT AND JURY DEMAND

COMES NOW, Plaintiff, Scott Rush, by and through undersigned counsel, and the law firm of Hansel Law, P.C., and sues the above-named Defendants, stating as follows:

INTRODUCTION

1. This is a case against the Housing Authority of Baltimore City and its leadership seeking redress for their failure to provide security sufficient to prevent the July 1-2, 2023 Brooklyn Day Shooting.

2. The Brooklyn Day Shooting was the largest mass shooting in Baltimore’s history, with as many as 30 people shot, two young people killed, and most victims still in their teens.

3. Despite ample prior notice, HABC and its leadership negligently failed to either prevent the event from happening at all or to require that it occur only within safe parameters, including adequate security. These negligent failures directly and proximately caused the mass shooting and resulting deaths, physical harm, and mental anguish.

JURISDICTION AND VENUE

4. This Court has jurisdiction pursuant to Md. Code, Cts. & Jud. Proc., § 6-102, as Defendants are domiciled in the State of Maryland and/or are organized under the laws of Maryland and have their principal place of business in the State of Maryland.

5. Venue is proper pursuant to Section 6-201 of the Courts and Judicial Proceedings Article of the Maryland Code because all of the material events occurred in Baltimore City, Maryland.

6. Plaintiff provided notice of his claim on July 1, 2024, via certified mail, return receipt requested, within one year of the date of the incident which is the subject of this lawsuit, as required by Md. Code, Cts. & Jud. Proc., § 5-304(b) and (c), and Maryland Tort Claims Act, Sections 12-101 *et seq.* of the State Government Article. All conditions have been fully satisfied precedent to filing suit.

7. The amount in controversy exceeds \$75,000.

PARTIES

8. Plaintiff Scott Rush (hereinafter “Mr. Rush” or “Plaintiff”) is the aggrieved party in this suit and is an adult resident of Baltimore City, Maryland.

9. Housing Authority of Baltimore City (hereinafter “Defendant HABC”) is a body politic and corporate that may sue and be sued and that owned, managed, operated, controlled, and maintained Brooklyn Homes and its common areas at all relevant times.

10. Janet Abrahams (hereinafter “Defendant Abrahms”) was, at all relevant times, President and Chief Executive Officer of HABC and, on information and belief, exercised executive authority over HABC’s policies, practices, operations, security administration, emergency notification systems, and institutional response to conditions at Brooklyn Homes. Defendant Abrahms was directly and personally involved, as the final decision maker for HABC, in all negligent or otherwise tortious actions and inactions discussed herein. In the alternative, she knew about the negligent or otherwise tortious conduct and facilitated it, approved it, condoned it, failed to stop it, and turned a blind eye for fear of what she might see.

11. All Defendants are jointly and severally liable for damages and injuries to Plaintiff described herein.

FACTS COMMON TO ALL COUNTS

I. Brooklyn Homes Required Fulltime Security Even Absent a Special Event

12. Brooklyn Homes is a public housing development in South Baltimore owned and operated by the Housing Authority of Baltimore City (HABC).

13. As of July 1, 2023, Brooklyn Homes consisted of 481 units and served 472 households with a total of approximately 1,161 residents.

14. Brooklyn Homes and the surrounding neighborhood were well known, as of 2023 and prior thereto, as a high crime area. In fact, it was and is one of the most violent areas in Baltimore City.

15. On June 29, 2023, Councilwoman Phylicia Porter warned HABC of escalating crime and demanded a summer crime plan, writing that “the recent spike in violence warrants immediate attention.”

16. Given the size of the development, the number of households and residents, and the dangerous nature of the neighborhood, in holding its dwelling units out as habitable, and placing and permitting residents and their guests there, Defendants had a duty to provide adequate fulltime security at Brooklyn Homes.

II. The Defendants Breached the Duty to Provide Fulltime Security, Causing the Damages Here.

17. In early 2021, HABC created and filled a Security Operations Manager position “to conduct assessments at public housing developments and implement safety and security strategies at each site,” including Brooklyn Homes.

18. In 2022, HABC implemented a “pilot program” to provide contracted security services, but HABC only provided security at four developments: Poe Homes, Douglass Homes, Westport Homes, and Latrobe Homes. The decision not to provide security at all developments, and the decision not to include Brooklyn Homes, was made by the Defendants.

19. In failing and refusing to provide adequate full-time security at Brooklyn Homes, the Defendants’ breached their duty to provide a safe environment for the residents and their guests.

20. Nothing prevented the Defendants from satisfying their duty to provide adequate full-time and onsite security at Brooklyn Homes.

21. The Defendants were well aware of the need for adequate onsite security at Brooklyn Homes long before the shootings at issue. In fact, in June of 2023, a request for proposals was issued by HABC soliciting security contractors for this purpose.

22. The Defendants negligently failed to solicit and hire security contractors for Brooklyn Homes before July 1, 2023. Instead, just weeks after the tragic shootings at issue in this lawsuit, a contract was awarded in July 2023 for security services and, starting August 1, 2023, Brooklyn Homes has security for two shifts from 12 p.m. to 6 p.m. and 6 p.m. to 2 a.m., seven (7) days a week.

23. Had Brooklyn Homes been adequately staffed with security prior to July 1, 2023, the security presence onsite would have had ample advance notice of Brooklyn Day 2023. Any competent security contractor would have passed this information on to the Defendants, enabling the Defendants to either prevent Brooklyn Day 2023 from ever happening, or to ensure adequate security for the event.

24. Had Brooklyn Homes been adequately staffed with full-time security on July 1-2, 2023, the security presence onsite would have prevented the shootings, and, as crowd size grew, properly-trained onsite security would have obtained any needed law enforcement support.

25. The Defendants' duty to provide adequate onsite security at all times existed independently of whether or not the Defendants had specific notice of Brooklyn Day 2023, or that it would occur on July 1-2, 2023. The breach of the duty to provide onsite security, and the fact that this failure caused the damages at issue here are also unaffected by the question of particularized advance notice of Brooklyn Day.

III. The Defendants Had, or Should Have Had, Sufficient Prior Notice of the Date of Brooklyn Day 2023.

26. The Defendants did in fact have sufficient advance notice of Brooklyn Day 2023, and that it would occur on July 1-2, 2023.

27. The Defendants had both actual and constructive advance notice that the 6th annual Brooklyn Day was scheduled to occur on July 1, 2023. The Defendants were either

aware, or through the exercise of due diligence, should have been aware, of Brooklyn Day 2023 and the scheduled date.

28. Brooklyn Day was an annual summer celebration which has attracted large crowds to Brooklyn Homes every year from 2018 until the final event in 2023, but Brooklyn Day has been a consistent and long standing event in the community dating back at least to the 1970's.

29. In its after-action report, HABC provided these historic “throwback” pictures demonstrating the long-standing nature of Brooklyn Day:



30. From these early days until and including the final event on July 1, 2023, HABC was well aware of the annual celebration each year due to the cooperation and attendance of HABC employees, flyers every year in the neighborhood and surrounding streets, social media announcements (in more recent year), large crowds, HABC CCTV camera systems, and word of mouth.

31. Before the 2023 Brooklyn Day event, HABC also circulated emails to Brooklyn Homes residents soliciting volunteers to help staff the event.

32. Through this solicitation, HABC acknowledged, endorsed, and facilitated the block party at Brooklyn Homes, further confirming its actual knowledge of the event and its direct involvement in its planning and execution.

33. HABC also maintained formal resident-governance structures that were intended to facilitate communication concerning recurring community events, safety concerns, and the use of common areas at developments such as Brooklyn Homes.

34. The public advertisement for the 2023 event identified “Brooklyn Day” at 809 Gretna Court in Brooklyn Homes beginning at 5:00 p.m. on July 1, 2023 and continuing “whenever,” with no endpoint stated.

35. BPD’s Open Source Intel Unit captured at least one social media post about Brooklyn Day three days in advance.

36. The Defendants knowingly allowed the event to occur one day every year during the same three-week period from mid-June to early July (recent Brooklyn Days had occurred on June 27, 2020, June 19, 2021, and June 25, 2022).

37. HABC owned the property where Brooklyn Day occurred.

38. In the alternative, the Defendants had a duty and the means to be aware of large events on their properties, like Brooklyn Day, and they breached this duty.

39. Alternatively, *either*: a. HABC and Defendant Abrahams exercised their non-delegable duty to ensure that the Security Operations Manager conducted an adequate assessment at Brooklyn Homes and implemented strategies to provide advance notice of events

which may create security issues, in which case the Defendants received notice from their own security apparatus of Brooklyn Day 2023; or, b. HABC and Defendant Abrahams breached this non-delegable duty and their security team was not properly supervised, resulting in no advance notice of the event from this particular source.

40. Given the long-standing nature of Brooklyn Day, and HABC's prior experience with the event, HABC was on notice to inquire with residents and organizers about the event sufficiently in advance of the usual dates to permit HABC to make proper security arrangements or, if unwilling or unable to do so, to cancel the event.

41. HABC had the ability to regulate the property where Brooklyn Day occurred.

42. HABC owned, managed, operated, controlled, and maintained the common areas of Brooklyn Homes, including the outdoor spaces in and around the 800 block of Gretna Court and nearby areas where the events at issue occurred.

43. HABC bore responsibility for screening, authorizing, conditioning, or prohibiting large gatherings such as Brooklyn Day at Brooklyn Homes, including by imposing reasonable security and safety requirements as a condition of approval.

44. HABC had the legal authority and actual ability to prohibit Brooklyn Day from occurring at all or to conditionally permit it to occur under any lawful conditions set by HABC.

IV. Any Alleged Lack of Actual Notice was Due to the Defendant's Own Negligence.

45. In the alternative, any lack of notice to HABC was the result of the Defendants' own negligence in not properly monitoring for the occurrence of a long-standing annual event long known by the Defendants to occur during a specific time of year and to require additional security.

46. Despite having actual and constructive notice anyway, the Defendants have alleged that residents did not inform them of Brooklyn Day 2023. To any extent this is true, the fault lies with the Defendants themselves.

47. In HABC's after-action report, it stated that, "In reviewing operational documents to see what needs to be clarified and/or created, HABC realized that the requirement for prior approval for indoor and outdoor events defined in the lease was not included in the Admissions and Continued Occupancy Policies (ACOP), which is a governing HABC document. Pursuant to federal regulations, HABC submitted amendments to the ACOP to the Board of Commissioners ("Board") for approval. By resolution, the Board approved the amendments to the ACOP at the July 2023 meeting, and the amendments included language that made the approval process for residents to hold indoor and outdoor events consistent with the requirements in the lease."

48. Under federal law and HUD regulations, a public housing authority like HABC cannot use lease terms that contradict its own Admissions and Continued Occupancy Policies (ACOP). In fact, where there is any conflict, the ACOP controls over the lease and any other internal HABC documents.

49. Through its own negligence in failing to conform the ACOP to desired lease terms, HABC had rendered inapplicable and unenforceable the requirement for prior approval for indoor and outdoor events. Thus, residents had no obligation to notify HABC in advance and these lease terms cannot be relied upon by HABC to argue that any attendees were unwelcome trespassers.

50. The Defendants also: failed to have event-approval policies in place which would have provided HABC with notice; failed to have sufficient common-area guidelines to require prior written approval from executive leadership (which would have been another source of prior

notice), and failed to institute utility-use controls which would have given the Defendants additional prior notice of the event.

51. If it is hereafter determined that HABC was unaware of the date, time, and other details of the Brooklyn Day event, it is the result of HABC's own negligence and that negligence caused the failure to provide security in 2023, resulting in the damages pleaded herein.

V. In the Absence of Fulltime Security, the Defendants Breached the Duty to Provide Event-Specific Security for Brooklyn Day, Causing the Damages at Issue.

52. While the nature of the property and the location required ongoing onsite security (which HABC had failed to provide as of July 1-2, 2023), the size of the Brooklyn Day event amplified that need even further.

53. While appropriate alternative theories are pleaded pursuant to the applicable rule, HABC in fact had sufficient advance notice of the 2023 Brooklyn Day to provide for adequate security, either through specially retained private contractors or by cooperation with state or local law enforcement.

54. The Defendants were aware that, in 2022, BPD shut Brooklyn Day down because of the event's size, indicating that Brooklyn Day could escalate into a serious public-safety problem if not affirmatively managed.

55. As of 2021, and continuing through and beyond July 1, 2023, HABC had a "partnership" with the Baltimore City Police Department (BPD). BPD was available to HABC, upon sufficient request, to provide security for Brooklyn Day 2023.

56. BPD's After-Action Review states that prior Southern District commanders in 2021 and 2022 had received three to five days' advance notice of Brooklyn Day from HABC.

57. With this notice, in 2022, BPD developed a formal operational deployment plan for Brooklyn Day that anticipated the need to preserve life, manage large crowds, and prevent violence and gun crime.

58. BPD's 2022 operational deployment plan for Brooklyn Day anticipated a crowd of approximately 1,000 people and expressly identified risks including assaults, traffic disruption, targeting of law enforcement, disregard for legal restrictions, and the danger of gun crime associated with the event.

59. The clear need for security was obvious and DPSCS had coordinated with BPD, providing 3 to 5 days' notice, in prior years, but the Defendants failed to do so in 2023.

60. It appears that the failure to coordinate with BPD was not due to the lack of notice, but due to the Defendant's negligent failure to keep the Security Operations Manager position filled.

61. As of June 21, 2023, HABC was actively recruiting for a new Security Operations Manager and there are indications that the Defendants had allowed the role to remain vacant since March 23, 2023.

62. Thus, during the exact time period when the Security Operations Manager ordinarily would have been coordinating with BPD, the position was vacant and the Defendants negligently failed to have these duties covered by another employee.

63. The Baltimore City Sheriff's Office was also available to HABC, upon sufficient request, to provide security for Brooklyn Day, but no request was made.

64. The Maryland Department of State Police was also available to HABC, upon sufficient request, to provide security for Brooklyn Day, but no request was made.

65. The Defendants breached the duty to provide event-specific security for Brooklyn Day 2023 despite notice and the opportunity to do so.

66. Had the Defendants provided sufficient event-specific security, the shooting would have been prevented, and the Plaintiff would not have been harmed.

VI. Even Absent Advance Notice, Events Unfolded Slowly and With Sufficient Foreshadowing that the Defendants Could Have Prevented the Brooklyn Day Shootings, but they Negligently Failed to Monitor their Property and React in a Timely Manner the Day of Events.

67. The Defendants have a duty to reasonably monitor their properties for the safety of all and to act, in real time, to render their properties safe for tenants and guests.

68. Had the Defendants been monitoring Brooklyn Homes, they would have seen crowds growing and trouble brewing on the day of the event in time to act on their duty to intervene.

69. On July 1, 2023, from approximately 7:00 a.m. through 5:00 p.m., event organizers and vendors began arriving in and around the 800 blocks of Gretna Court and Clintwood Court at Brooklyn Homes, setting up tables and preparing food.

70. These activities occurred in common areas of HABC property and were visible through CCTV footage.

71. CCTV recorded a U-Haul delivering tables around 8:10 a.m. and a snow cone truck at approximately 11:10 a.m., reflecting that preparations for the event were underway for many hours before the shooting.

72. HABC either negligently ignored its property, or watched its courtyards and walkways fill with tables, vendors, trucks, and crowds, in broad daylight, on property HABC owns and regulates, and still made no effort to get security in place before night fell.

73. Because these preparations occurred in outdoor common areas under HABC's control, during business and daylight hours, and involved conspicuous deliveries, vehicles, and vendor setups, they put HABC on actual or, at minimum, constructive notice that a large event was being organized at Brooklyn Homes well before the evening crowd formed.

74. During the afternoon and evening, the event plainly expanded.

75. From approximately 5:00 p.m. to 7:00 p.m., crowds began to form as Brooklyn Day commenced.

76. At 6:57 p.m., a call for service reported a disorderly incident near 10th Street and Rennick Court, in close proximity to the Brooklyn Day event, and the caller expressly stated, "It's Brooklyn Day," while also reporting reckless driving by two vehicles.

77. From approximately 8:00 p.m. to 10:00 p.m., CCTV showed a very large crowd in the Brooklyn Homes area.

78. Fireworks were being launched into the air and also set off at ground level in the crowd, causing people to run.

79. The crowd size soon grew to 700 to 900 people.

80. By 9:41 p.m., the warnings escalated sharply when a call for service from the 800 block of Gretna Court reported an armed-person incident and stated that "hundreds of males and females are armed with guns and knives at the location."

81. Between approximately 10:13 p.m. and 10:26 p.m., radio transmissions showed that CitiWatch advised there were approximately 800 to 900 people at a large party at the location.

82. At 11:53 p.m., a police lieutenant reported a "large amount of foot and vehicle traffic" and that a supervisor was monitoring.

83. At 11:56 p.m., a sergeant posted a photograph of the crowd.

84. At approximately 12:30 a.m., CCTV footage showed the crowd beginning to run at the 800 block of Clintwood Court.

85. At approximately 12:32 a.m., the first call for service for the main shooting came in, with call text stating that the line was open, a female voice could be heard yelling “get in the car,” a male voice sounded as if he said someone had been shot, and the line then disconnected.

86. Over the next hour, approximately 26 additional calls for service reported shootings in the 800 blocks of Gretna Court, Herndon Court, and nearby locations.

87. Two young people, including a teenage girl and a 20-year-old man, died; dozens more were shot, maimed, and traumatized in a place where they lived, played, and believed they were safe.

88. From the arrival of large trucks and the ensuing early morning setup to the large crowds and fireworks, the Defendants knew or should have known, on the day of the event and in time to act, that additional security was needed.

89. The Defendants failed to provide the security needed or call for help from the police on the day of the event. This breach of duty directly and proximately caused the damages described herein.

**VII. Any Lack of Actual Notice in Time to Act on the Day of
the Shooting Was Due to the Defendants’ Own Negligence.**

90. According to HABC’s After-Action Review, after-hours emergencies were supposed to be routed through a hotline and, when sufficiently serious, escalated through Alert Media notifications sent by text and email to HABC leadership and management personnel.

91. The cross-agency recommendations following the incident revealed that HABC’s after-hours phone number was not answered until the next business day as a matter of routine.

92. The Defendants' failure to staff the after-hours hotline rendered HABC's entire after-hours emergency response plan useless. With no one picking up the phone, HABC ensured that it would not be able to help in response to any calls from residents.

93. Having advertised an after-hours hotline to residents, HABC had a duty to man it. The Defendants' breach of this duty meant no residents calling for security at any time before the shooting could get through.

94. Upon information and belief, residents did call as the event started to get rowdier and at a time when HABC could have brought things under control if anyone was answering the telephone.

95. All attendees at Brooklyn Day 2023, including all victims of the shooting and violence, were either tenants, who are legally invitees, or licensees there as social guests.

96. In addition to the negligence outlined above, the Defendants also negligently failed to warn the Plaintiff of the lack of security and the associated risks. Had the Plaintiff been properly warned, the Plaintiff would have heeded the warning, stayed away, and avoided injury.

INDIVIDUAL FACTS

97. Plaintiff Scott Rush heard about the Brooklyn Day event on Instagram and arrived at the party at approximately 5:00 p.m., around the time it began.

98. At the time of the event, Plaintiff lived Brooklyn Homes neighborhood and saw flyers around the neighborhood advertising the Brooklyn Day party.

99. Based on the neighborhood flyers and social-media promotion, he understood that a large community gathering was being actively advertised for that evening at Brooklyn Homes.

100. For much of the event, Scott remained near his car and later met up with friends.

101. When the shooting began, Scott heard the first shots and believed it sounded as though someone had driven through and fired into the crowd.

102. Scott was struck in the lower leg in the area of his right Achilles.

103. The bullet passed through his leg and caused serious injury, although it did not completely sever the tendon.

104. Before the shooting, Scott did not observe any security personnel, event staff, or any meaningful protective presence at the gathering.

105. After he was shot, Scott drove himself away from the scene in his own car with friends.

106. He stopped to drop some of his friends off before driving himself and Paswayne Douglas, whom he knows as “Theo,” to the hospital.

107. Scott has since undergone therapy to address the physical and emotional consequences of the shooting.

108. Despite being back on his feet and able to walk, the gunshot wound in his right lower leg continues to cause pain and affects the way he walks, leaving him with ongoing discomfort and functional limitation. As a direct and proximate result of these injuries and the trauma of the event, Plaintiff has endured ongoing physical pain, psychological distress, and interference with his ordinary daily activities.

COUNT I
Negligent Security
(Versus Defendants HABC and Abrahams)

109. Every paragraph not falling under this Count is incorporated herein by reference.

110. Defendants owed a duty to act reasonably toward Plaintiff, including, but not limited to, exercising reasonable care in the ownership, operation, management, maintenance, supervision, control, and security of Brooklyn Homes and its common areas.

111. Defendants' duties to Plaintiff included, but are not limited to:

- a. Maintaining the common areas of Brooklyn Homes in a reasonably safe condition for residents, guests, invitees, and other foreseeable lawful entrants.
- b. Exercising reasonable care to protect lawful entrants from foreseeable criminal acts occurring in common areas under Defendants' control.
- c. Maintaining and enforcing reasonable policies, procedures, and practices governing approval, monitoring, supervision, and control of large recurring events on HABC property.
- d. Requiring, arranging, or ensuring reasonable security measures for a known recurring event expected to draw large crowds onto HABC property.
- e. Exercising reasonable care in responding to actual or constructive notice that Brooklyn Day was underway in the common areas of Brooklyn Homes on July 1, 2023.
- f. Maintaining reasonable internal security leadership, emergency notification systems, after-hours response systems, and event-escalation procedures for dangerous conditions arising on HABC property.
- g. Exercising reasonable care in light of prior knowledge that Brooklyn Day was a recurring event associated with Brooklyn Homes and had required coordination and security resources in prior years.

h. Taking reasonable steps to stop, condition, disperse, monitor, or otherwise address a large, dangerous gathering on HABC property when Defendants knew or should have known that the event was proceeding without adequate safeguards.

i. Recognizing that Plaintiff was among the class of persons Defendants should reasonably have expected to be present at Brooklyn Homes during Brooklyn Day, including residents, family members, guests, social visitors, and other foreseeable attendees of a recurring community event on HABC property.

112. Defendants failed to comply with these duties, as described herein, which wrongfully caused Plaintiff to suffer severe physical injury, emotional injury, economic loss, and other damages.

113. The negligent acts and omissions of Defendants included, but were not limited to, the following:

a. Failure to maintain and enforce adequate policies and procedures governing recurring large gatherings and after-hours dangerous conditions on HABC property.

b. Failure to use reasonable care in detecting, monitoring, or responding to the obvious daytime setup of Brooklyn Day in HABC common areas, including visible tables, vendors, vehicles, and event preparations.

c. Failure to require, provide, arrange, or ensure reasonable security presence or safety measures for a known recurring large event on HABC property.

d. Failure to use reasonable care in responding to actual or constructive notice that Brooklyn Day was underway and drawing a substantial crowd in Brooklyn Homes.

e. Failure to act on prior knowledge that Brooklyn Day had occurred in prior years, had drawn large crowds, and had previously required coordination and security resources.

f. Failure to maintain reasonable after-hours emergency response systems for dangerous events and conditions arising on HABC property.

g. Failure to maintain reasonable security leadership, planning, and oversight despite known concerns regarding violence, drug activity, camera deficiencies, and the need for summer safety planning.

h. Failure to appreciate that the event was taking place in common areas fully within HABC's ownership, management, and control and that HABC had authority over whether such events were permitted and what security conditions applied.

i. Failure to stop, disperse, condition, supervise, or otherwise reasonably manage the event before Plaintiff was shot.

j. Failure to use reasonable care in protecting residents, guests, invitees, and other foreseeable attendees from the foreseeable risk of gun violence associated with a large, inadequately secured nighttime gathering on HABC property.

k. Failure to use reasonable care in enforcing HABC's own event-approval rules, security conditions, and restrictions on after-hours events, alcohol use, electricity hookups, and unapproved gatherings in common areas.

l. Failure to use reasonable care in maintaining cameras, lighting, monitoring, and security presence adequate to detect, deter, and respond to dangerous conditions in Brooklyn Homes common areas.

m. Failure to maintain a meaningful after-hours emergency reporting and alert system capable of escalating dangerous real-time events at Brooklyn Homes to HABC leadership or security personnel in time to act.

n. Failure to act on prior warnings, including warnings that camera upgrades were vital, warnings regarding escalating violence and the need for a summer crime plan, and warnings that major safety gaps remained unresolved before July 1, 2023.

114. Had Defendants exercised reasonable care, they would have recognized that Brooklyn Day was a known recurring event on HABC property, that visible same-day preparations and crowd formation placed them on notice that the event was underway, that the event created a foreseeable risk of violence in the common areas, and that reasonable intervention or security measures were required.

115. Plaintiff was lawfully present on the premises as an invitee, guest, or other foreseeable entrant upon property that Defendants knew, or in the exercise of ordinary care should have known, was being used for the recurring Brooklyn Day gathering.

116. Plaintiff was struck by gunfire and suffered severe bodily injury while attempting to flee the mass shooting at Brooklyn Homes.

117. In prior years, Brooklyn Day at Brooklyn Homes was accompanied by visible security and crowd-control measures, including police presence and physical access-control measures such as gates, barricades, or similar restrictions intended to manage ingress, egress, and crowd movement.

118. Defendants knew of these prior practices, knew that Brooklyn Day was a recurring large-scale nighttime event, and knew that such an event required planning, coordination, and security in order to be conducted safely.

119. By owning, operating, managing, maintaining, and controlling Brooklyn Homes and its common areas, and by undertaking in prior years to coordinate, provide, approve, facilitate, tolerate, or otherwise permit security and crowd-management measures in connection with Brooklyn Day on HABC property, Defendants thereby undertook and assumed a duty to exercise reasonable care for the safety of persons foreseeably attending the event, including Aaliyah Gonzales.

120. Residents, former residents, family members, social guests, and other attendees of Brooklyn Day reasonably relied on Defendants to exercise reasonable care in connection with this known recurring event.

121. Defendants' failure to provide, restore, or require the security and crowd-management measures used, expected, or obviously necessary under the circumstances increased the risk of the very harm that occurred and directly contributed to the conditions that culminated in the mass shooting that killed Aaliyah Gonzales.

122. The criminal violence that injured Plaintiff was reasonably foreseeable in light of Defendants' prior knowledge of Brooklyn Day, Defendants' authority over the premises and event conditions, the visible daytime preparations, the size and nature of the gathering, and the known security deficiencies alleged herein.

123. The relevant question is not whether Defendants could predict the exact identity of the shooter or the exact sequence of gunfire, but whether mass gun violence fell within the general field of danger created by allowing a known recurring nighttime event to proceed in densely occupied HABC common areas without reasonable safeguards.

124. The intentional acts of third parties do not relieve Defendants of liability where, as here, Defendants' inadequate security, failure to control common areas, and failure to take

reasonable preventive measures materially increased the risk of the very type of violence that occurred.

125. Just as a property owner may be liable for leaving premises vulnerable through broken access controls, missing cameras, ignored alarms, or other unmanaged security conditions, Defendants may be liable here for leaving Brooklyn Homes vulnerable through ignored warning signs, unmanaged crowd conditions, and the failure to apply security controls to a known recurring event on HABC property.

126. As a direct and proximate result of the aforesaid conduct, actions, and inactions of Defendants and that stated elsewhere herein, Plaintiff was caused to suffer and continues to suffer temporary and permanent injuries, physical pain and suffering, mental pain and suffering, emotional distress, humiliation, embarrassment, loss of enjoyment of life, medical expenses, lost income, loss of earning capacity, and other economic and non-economic damages, all to the great detriment of Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount to be determined at trial, but in excess of \$75,000.00 plus interest, costs and attorneys' fees, and punitive damages, in an amount to be determined at trial, and such other and further relief as the nature of the case requires including, but not limited to, declaratory and injunctive relief declaring the conduct which is the subject of the Complaint unlawful and enjoining future unlawful misconduct of the same type.

COUNT II
Negligence
(Versus Defendants HABC and Abrahams)

127. Every paragraph not falling under this Count is incorporated herein by reference.

128. Defendants owed the Plaintiff the duties detailed above.

129. Defendants violated the duties owed to the Plaintiff.

130. Defendants' violation of duties to the Plaintiff directly and proximately caused the damages described elsewhere herein.

131. As a direct and proximate result of the aforesaid conduct, actions, and inactions of Defendants and that stated elsewhere herein, Plaintiff was caused to suffer and continues to suffer temporary and permanent injuries, physical pain and suffering, mental pain and suffering, emotional distress, humiliation, embarrassment, loss of enjoyment of life, medical expenses, lost income, loss of earning capacity, and other economic and non-economic damages, all to the great detriment of Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount to be determined at trial, but in excess of \$75,000.00 plus interest, costs and attorneys' fees, and punitive damages, in an amount to be determined at trial, and such other and further relief as the nature of the case requires including, but not limited to, declaratory and injunctive relief declaring the conduct which is the subject of the Complaint unlawful and enjoining future unlawful misconduct of the same type.

COUNT III
Gross Negligence
(Versus Defendants HABC and Abrahams)

132. Every paragraph not falling under this Count is incorporated herein by reference.

133. Defendants owed Plaintiff a duty to refrain from acting with reckless disregard for her rights, safety, and physical well-being, including but not limited to refraining from consciously ignoring known, obvious, and escalating dangers in the common areas of Brooklyn Homes.

134. The conduct of Defendants, as alleged herein, constituted gross negligence in that it reflected a wanton and reckless disregard for the rights and safety of residents, guests, invitees, and other foreseeable entrants at Brooklyn Homes, and a conscious indifference to the known and obvious risk that a large recurring event on HABC property could culminate in serious violence if left unmanaged and unsecured.

135. Defendants' duties to Plaintiff included, but are not limited to:

a. Taking reasonable action when they knew or should have known that Brooklyn Day was a recurring event on HABC property that had required security coordination in prior years.

b. Taking reasonable action when they knew or should have known that a large event was visibly being assembled and conducted in HABC common areas on July 1, 2023.

c. Maintaining minimally adequate security planning, leadership, emergency response systems, and property oversight for dangerous after-hours conditions.

d. Avoiding reckless disregard of obvious warning signs bearing directly on the safety of persons present at Brooklyn Homes.

136. Defendants acted with gross negligence when they failed to comply with these duties, as described herein, which wrongfully caused Plaintiff to suffer catastrophic physical injury, trauma, economic loss, and other damages.

137. Defendants' grossly negligent conduct included, but was not limited to, the following:

- a. Ignoring years of knowledge that Brooklyn Day was a recurring event associated with Brooklyn Homes and had previously required coordination and security resources.
- b. Failing to take any meaningful preventive action despite visible and obvious daytime setup of the event in HABC common areas under Defendants' control.
- c. Permitting a large nighttime gathering to continue on HABC property without adequate security presence, control measures, or intervention.
- d. Failing to maintain reasonable internal security leadership and systems despite known concerns about violence, drug activity, and camera deficiencies.
- e. Failing to maintain a meaningful after-hours emergency reporting and response system for dangerous conditions on HABC property.
- f. Failing to use the authority HABC possessed over event approval, event conditions, security requirements, and common-area control to reduce or prevent the risk of mass violence.
- g. Acting with reckless disregard of the obvious danger posed by allowing a large recurring event to proceed in densely occupied HABC common areas without reasonable safeguards.
- h. Consciously ignoring obvious and escalating warning signs, including a recurring event Defendants already knew about, visible daytime setup in common areas, unresolved security-system weaknesses, an unstable or inadequate security leadership structure, and pre-incident warnings about violence and camera deficiencies.

138. By knowingly, intentionally, and/or with reckless disregard committing such failures and breaches of duties owed to Plaintiff, Defendants acted with wanton and willful disregard for Plaintiff's safety as if such rights and risks did not exist.

139. Defendants' conduct, actions, and inactions constituted an intentional failure to perform duties in reckless disregard of the consequences affecting Plaintiff's life, bodily safety, and security. Defendants exhibited a thoughtless disregard of the consequences of their actions without any effort to avoid those consequences.

140. In the alternative, Defendants were so utterly indifferent to the known dangers confronting persons at Brooklyn Homes that they acted as if those dangers did not exist, resulting in Plaintiff experiencing gunshot injury, pain, trauma, disability-related impairment, and other damages.

141. Defendants knew or should have known that their conduct created an obvious and unreasonable risk that lawful persons present at Brooklyn Homes would suffer severe injury or death, yet they proceeded in conscious disregard of that risk.

142. As a direct and proximate result of the aforesaid conduct, actions, and inactions of Defendants and that stated elsewhere herein, Plaintiff was caused to suffer and continues to suffer temporary and permanent injuries, physical pain and suffering, mental pain and suffering, emotional distress, humiliation, embarrassment, loss of enjoyment of life, medical expenses, lost income, loss of earning capacity, and other economic and non-economic damages, all to the great detriment of Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount to be determined at trial, but in excess of \$75,000.00 plus interest, costs and attorneys' fees, and punitive damages, in an amount to be determined at trial, and such other and further relief as the

nature of the case requires including, but not limited to, declaratory and injunctive relief declaring the conduct which is the subject of the Complaint unlawful and enjoining future unlawful misconduct of the same type.

JURY DEMAND

Plaintiff demands a jury trial as to all claims so triable.

Respectfully submitted,

HANSEL LAW, PC

/s/ Kristen M. Mack

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Counsel for Plaintiff

**IN THE CIRCUIT COURT
FOR BALTIMORE CITY, MARYLAND**

SCOTT RUSH

c/o Hansel Law, P.C.
2514 North Charles Street
Baltimore, Maryland 21218

Plaintiff,

v.

**HOUSING AUTHORITY OF BALTIMORE
CITY**

c/o Janet Abrahams
President and Chief Executive Officer
417 E. Fayette Street, Suite 1339
Baltimore, Maryland 21202

and

JANET ABRAHAMS

*In Her Individual and Official Capacity as the
President and Chief Executive Officer of the
Housing Authority of Baltimore City,
Housing Authority of Baltimore City
417 E. Fayette Street, Suite 1339
Baltimore, Maryland 21202*

Defendants.

Case No. C-24-CV-26-004579

Jury Trial Demanded

LINE REGARDING SUMMONS

Dear Sir/Madam Clerk:

Kindly accept the attached Complaint for filing, issue summons thereon, and return to undersigned counsel for service by private process.

Respectfully submitted,

HANSEL LAW, P.C.

/s/ *Kristen Mack*

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