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Superior Court of California,
County of San Diego
04/06/2023 at 05:06:08 PM
Clerk of the Superior Court
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19 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **IN AND FOR THE COUNTY OF SAN DIEGO**

21 BENJAMIN BRENNAN, an individual;
22 Plaintiff,

23 vs.

24 KAPPA SIGMA FRATERNITY,
25 INCORPORATED, an entity of unknown
26 qualification; KAPPA SIGMA FRATERNITY,
27 EPSILON-IOTA CHAPTER, an entity of
28 unknown qualification; KIERAN LOONEY, an
individual; JACOB TREGGER, an individual;
RYAN TOERIEN, an individual; WILLEM
QUIGLEY, an individual; SINA TADAYON,
an individual; SEAN FLOOD, an individual;
RAMON RODRIGUEZ, an individual; RYAN
PROCOPIO, an individual; PARKER PRUITT,
an individual; WATERWHEEL PROPERTIES,
LLC, a California Limited Liability Company;
and 5505 LINDO PASEO DEVELOPMENT,
LLC, a Delaware Limited Liability Company;
and DOES 1-100,

Defendants.

CASE NO: 37-2023-00014292-CU-PO-CTL

COMPLAINT FOR DAMAGES

- 1. NEGLIGENCE**
- 2. NEGLIGENCE PER SE**
- 3. HAZING (PENAL CODE § 245.6)**

DEMAND FOR TRIAL BY JURY

1 took place in the fraternity house). According to their fabrication, it was instead the Grossmont
2 Junior College baseball team's fault, and everything occurred away from the fraternity.

3 4. Despite doctors' giving BRENNAN less than a one percent chance of surviving,
4 BRENNAN miraculously survived and is on a very long and difficult road to recovery. As set
5 forth below, part of that recovery involves holding those who almost killed him legally
6 accountable for their conduct, including the suspended fraternity and the national fraternal
7 organization that manages and controls the activities of the suspended SDSU fraternity.

8 II.

9 PARTIES

10 5. Plaintiff BENJAMIN BRENNAN at the time a 19-year-old San Diego State
11 University undergraduate student suffered severe injuries on April 16, 2021, following an illegal
12 initiation or "hazing" which was also a traditional fraternity sponsored event. Plaintiff
13 BRENNAN is currently a resident of San Luis Obispo, California. At all times relevant herein
14 mentioned, BRENNAN was a resident of San Diego, California.

15 6. Plaintiff is informed and believes, and thereon alleges, that Defendant KAPPA
16 SIGMA FRATERNITY, INCORPORATED (hereinafter, "KS NATIONAL"), is a fraternal
17 organization that manages and controls the fraternity-related activities of its local chapters,
18 officers and members, and/or has the right to exercise control over the activities, assets, and
19 members of its local chapters, and acts, operates and transacts business in the State of California,
20 including through its local chapter Defendant KAPPA SIGMA, EPSILON-IOTA CHAPTER and
21 its officers and members named herein and as Does 1-100.

22 7. Plaintiff is informed and believes, and thereon alleges that Defendant KAPPA
23 SIGMA, EPSILON-IOTA CHAPTER (hereinafter, "KS EPSILON-IOTA"), was a branch of
24 KS NATIONAL established at San Diego State University (hereinafter, "SDSU").
25 KS EPSILON-IOTA is a fraternal organization that acts, operates and transacts business in the
26 State of California including through KS NATIONAL, and the individually named Defendants in
27 this action and Does 1-100. KS EPSILON-IOTA is the local chapter of KS NATIONAL that
28

owns, operates and leases the house located at 5505 Lindo Paseo, San Diego, CA 92115, which is on or adjacent to the campus of SDSU.

8. Plaintiff is informed and believes, and thereon alleges that Defendant KS EPSILON-IOTA, with full knowledge by KS NATIONAL, was found in violation of Aiding and Abetting, Alcohol, Failure to Comply, Hazing or Conspiracy to Haze, Health and Safety, Violations of Policy, Violations of Law, and Violations of the Student Organization Conduct Procedures policies during the SDSU Fall 2019 school term. Such violations were defined by SDSU as follows:

- **b(1) Aiding and Abetting.** *Aiding, abetting, encouraging, permitting or assisting a student or student organization to do any act that would violate a University policy or applicable law; or that could subject the student or student organization to discipline.*
- **b(2) Alcohol.** *Violation of applicable law or University policy regarding the use, possession, manufacture, or distribution of alcoholic beverages while on or off campus.*
- **b(16) Failure to Comply.** *Failure to comply with directions or interference with any University official or any public safety officer while acting in the performance of their duties.*
- **b(20)-1 Hazing or Conspiracy to Haze.** *Hazing is defined as any method of indoctrination, initiation or pre-initiation into a student organization, or any other organization-related activity, which, regardless of location, intent, membership status or rank of the participants, or the express or implied consent of the participants, causes, or is reasonably likely to cause, physical or mental injury, substantial mental or physical discomfort of stress, personal degradation, harassment or intimidation of or to any former, current or prospective student of any educational institution.*
- **b(20)-2 Hazing or Conspiracy to Haze.** *Hazing also includes any activity that compels a student to participate in any activity that is unlawful, publicly indecent or contrary to the policies and regulations of the University, or any activity that unreasonably and materially interferes with a student's academic efforts.*

- 1 • **b(21) Health and Safety.** *Conduct that threatens or endangers the health or safety of*
2 *any person within or related to the University community, including physical abuse,*
3 *threats, intimidation, harassment, sexual misconduct, throwing bottles or objects that*
4 *could result in personal injury, or where three or more members of a student*
5 *organization engage in group violence or taunt others to engage in violence.*
- 6 • **b(36)-4 Violation of Policies.** *Violation of any other published University policy,*
7 *rule, regulation or presidential order.*

8 9. Plaintiff is informed and believes, and thereon alleges that at all relevant times
9 herein, Defendant KS EPSILON-IOTA, with full knowledge of KS NATIONAL, was suspended
10 from the Interfraternity Council until August 2022, and its student organization recognition was
11 revoked from SDSU. To reestablish itself as a recognized fraternity at SDSU, KS EPSILON-
12 IOTA was required to complete the following stipulations, prior to, through, and after the
13 establishment process:

- 14 • *Members of Kappa Sigma who were active during the 2019-20 academic year may*
15 *not engage with the undergraduate chapter during and after the establishment. If they*
16 *have not graduated prior to the return of Kappa Sigma, they are not eligible to*
17 *participate in organizational activity. When graduated, the individuals may not serve*
18 *in advisory roles and may not have contact with undergraduate members.*
- 19 • *Once the formal invitation for expansion is sent to Kappa Sigma, the chapter*
20 *advisor(s) must attend monthly advisor meetings hosted by Student Life & Leadership*
21 *staff. Additionally, advisors must attend training identified and facilitated by Student*
22 *Life & Leadership staff.*

23 10. Plaintiff is informed and believes, and thereon alleges that at all relevant times
24 herein, including April 16-April 17, 2021, Defendant KS EPSILON-IOTA was in violation of
25 the above stipulations mentioned herein.

26 11. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
27 herein, Defendant 5505 LINDO PASEO DEVELOPMENT, LLC, is a Delaware Limited
28 Liability Company registered with the Secretary of State of California to do business in

1 California (hereinafter, "LINDO PASEO"). Upon information and belief, LINDO PASEO, at all
2 relevant times herein, owned the premises at 5505 Lindo Paseo, San Diego, California and leased
3 the same to defendant KS NATONAL and/or KS EPSILON-IOTA for use as a fraternity house
4 and was aware of KS EPSILON-IOTA's suspension.

5 12. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
6 herein, Defendant WATERWHEEL PROPERTIES, LLC, is a California Limited Liability
7 Company registered with the Secretary of State of California to do business in California
8 (hereinafter, "WATERWHEEL"). Upon information and believe, WATERWHEEL was the
9 property management company for the property located at 5505 Lindo Paseo, San Diego,
10 California, at all relevant times and was aware of KS EPSILON-IOTA's suspension.

11 13. Plaintiff is informed and believes, and thereon alleges, that Defendant PARKER
12 PRUITT (hereinafter, "Defendant PRUITT") is an adult resident of the State of California. At all
13 relevant times herein, Defendant PRUITT was a member/manager of WATERWHEEL and a
14 member of KS EPSILON-IOTA. Defendant PRUITT authorized, directed, aided, was complicit,
15 or participated in the events and/or misconduct involving Plaintiff BRENNAN being served
16 alcohol and other substances which led to Plaintiff BRENNAN'S injury. Defendant PRUITT
17 was at all times herein acting as a member/manager of WATERWHEEL and as an agent of
18 Defendants KS NATIONAL, KS EPSILON-IOTA and DOES 1-100, and was acting within the
19 scope of the same.

20 14. Plaintiff is informed and believes, and thereon alleges, that Defendant SINA
21 TADAYON (hereinafter, "Defendant TADAYON") is an adult resident of the State of
22 California. Defendant TADAYON at all relevant times was a member/manager of
23 WATERWHEEL and was the President of KS EPSILON-IOTA with responsibility for all
24 events, activities, and circumstances relating to meetings, pledges, and initiations. Defendant
25 TADAYON authorized, directed, aided, was complicit, or participated in the events and/or
26 misconduct involving Plaintiff BRENNAN being served alcohol and other substances which led
27 to Plaintiff BRENNAN's injury. Defendant TADAYON was at all relevant times acting as a
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1 member/manager of WATERWHEEL and as an agent of Defendants KS NATIONAL, KS
2 EPSILON-IOTA and DOES 1-100, and was acting within the scope of the same.

3 15. Plaintiff is informed and believes, and thereon alleges, that Defendant KIERAN
4 LOONEY (hereinafter, "Defendant LOONEY") is an adult resident of the State of California. At
5 all relevant times herein, Defendant LOONEY held an officer position and was the Risk
6 Management Officer of KS EPSILON-IOTA with responsibility for member safety. Defendant
7 LOONEY authorized, directed, aided, was complicit, or participated in the events and/or
8 misconduct involving Plaintiff BRENNAN being served alcohol and other substances which led
9 to Plaintiff BRENNAN's injury. Defendant LOONEY was at all relevant times herein acting as
10 an agent of and within the scope of his agency with Defendants KS NATIONAL, KS EPSILON-
11 IOTA and DOES 1-100.

12 16. Plaintiff is informed and believes, and thereon alleges, that Defendant JACOB
13 TREGER (hereinafter, "Defendant TREGER") is an adult resident of the State of California.
14 Defendant TREGER at all relevant times was an active member of KS EPSILON-IOTA and he
15 authorized, directed, aided, was complicit, or participated in the events and/or misconduct
16 involving Plaintiff BRENNAN being served alcohol and other substances which led to Plaintiff
17 BRENNAN's injury. Defendant TREGER was at all relevant times acting as an agent of, and
18 within the scope of his agency with Defendants KS NATIONAL, KS EPSILON-IOTA and
19 DOES 1-100.

20 17. Plaintiff is informed and believes, and thereon alleges, that Defendant RYAN
21 TOERIEN (hereinafter, "Defendant TOERIEN") is an adult resident of the State of California.
22 Defendant TOERIEN at all relevant times was an active member of KS EPSILON-IOTA and
23 was Plaintiff BRENNAN's KS EPSILON-IOTA "Big Brother". Defendant TOERIEN, as "Big
24 Brother" of Plaintiff, served as a friend and mentor to Plaintiff. Defendant TOERIEN at all
25 relevant times was an adult member of KS EPSILON-IOTA, and he authorized, directed, aided,
26 was complicit, or participated in the events and/or misconduct involving Plaintiff BRENNAN
27 being served alcohol and other substances which led to Plaintiff BRENNAN's injury. Defendant
28

1 TOERIEN was at all relevant times acting as an agent of and within the scope of his agency with
2 Defendants KS NATIONAL, KS EPSILON-IOTA and DOES 1-100.

3 18. Plaintiff is informed and believes, and thereon alleges, that Defendant WILLEM
4 QUIGLEY (hereinafter, "Defendant QUIGLEY") is an adult resident of the State of California.
5 Defendant QUIGLEY at all relevant times held an officer position and was the Grandmaster of
6 Ceremonies of KS EPSILON-IOTA with responsibility for all events, activities, and
7 circumstances relating to meetings, ceremonies, and initiations. Defendant QUIGLEY at all
8 relevant times was an active member of KS EPSILON-IOTA, and he authorized, directed, aided,
9 was complicit, or participated in the events and/or misconduct involving Plaintiff BRENNAN
10 being served alcohol and other substances which led to Plaintiff BRENNAN's injury. Defendant
11 QUIGLEY was at all relevant times acting as an agent of and within the scope of his agency with
12 Defendants KS NATIONAL, KS EPSILON-IOTA and DOES 1-100.

13 19. Plaintiff is informed and believes, and thereon alleges, that Defendant SEAN
14 FLOOD (hereinafter, "Defendant FLOOD") is an adult resident of the State of California.
15 Defendant FLOOD at all relevant times held an officer position and was the Pledge Educator of
16 KS EPSILON-IOTA with responsibility for all events, activities, and circumstances relating to
17 pledges in the Omicron class. Defendant FLOOD at all relevant times was an adult member of
18 KS EPSILON-IOTA, and he authorized, directed, aided, was complicit, or participated in the
19 events and/or misconduct involving Plaintiff BRENNAN being served alcohol and other
20 substances which led to Plaintiff BRENNAN's injury. Defendant FLOOD was at all relevant
21 times acting as an agent of and within the scope of his agency with Defendants KS NATIONAL,
22 KS EPSILON-IOTA and DOES 1-100.

23 20. Plaintiff is informed and believes, and thereon alleges, that Defendant RAMON
24 RODRIGUEZ (hereinafter, "Defendant RODRIGUEZ") is an adult resident of the State of
25 California. Defendant RODRIGUEZ at all relevant times was an active member of KS
26 EPSILON-IOTA, he held the position of "President Elect", and he authorized, directed, aided,
27 was complicit, or participated in the events and/or misconduct involving Plaintiff BRENNAN
28 being served alcohol and other substances which led to Plaintiff BRENNAN's injury. Defendant

1 RODRIGUEZ was at all relevant times acting as an agent of, and within the scope of his agency
2 with Defendants KS NATIONAL, KS EPSILON-IOTA and DOES 1-100.

3 21. Plaintiff is informed and believes, and thereon alleges, that RYAN PROCOPIO
4 (hereinafter, "Defendant PROCOPIO") is an adult resident of the State of California. Defendant
5 PROCOPIO at all relevant times was an active member of KS EPSILON-IOTA, held the
6 position of "Pledge Master," and he authorized, directed, aided, was complicit, or participated in
7 the events and/or misconduct involving Plaintiff BRENNAN being served alcohol and other
8 substances which led to Plaintiff BRENNAN's injury. Defendant PROCOPIO was at all relevant
9 times acting as an agent of, and within the scope of his agency with Defendants KS NATIONAL,
10 KS EPSILON-IOTA and DOES 1-100.

11 22. Plaintiff is ignorant of the true names and capacities of the Defendants sued
12 herein as DOES 1-100, inclusive, and therefore sues these Defendants by such fictitious names.
13 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.
14 Plaintiff is informed and believes, and based thereon, alleges that each of the fictitiously named
15 Defendants is responsible in some manner for their negligent actions in respect to the
16 occurrences herein alleged, and that Plaintiff's injuries as herein alleged were proximately
17 caused by that negligent conduct.

18 23. Defendants KS NATIONAL, individually and through its agent KS EPSILON-
19 IOTA, and KS EPSILON-IOTA officers and members, including Defendant PRUITT, Defendant
20 LOONEY, Defendant TREGGER, Defendant TOERIEN, Defendant QUIGLEY, Defendant
21 TADAYON, Defendant FLOOD, Defendant RODRIGUEZ, Defendant PROCOPIO, and DOES
22 1-100, are collectively referred to herein as the "KS MEMBERS."

23 24. Plaintiff is informed and believes and thereon alleges that at all relevant times
24 mentioned herein, Defendants and DOES 1-100 were acting for and on behalf of each of the
25 other Defendants as their agents, servants, representatives, employees, joint venturers and/or
26 co-conspirators; that all acts, conduct, and omissions herein alleged were perpetrated while said
27 Defendants were acting as managing agents and/or within the authorized course, scope, and
28 purpose of said agency, employment, joint venture and/or conspiracy; that all acts, conduct or

1 omissions were subsequently ratified by the respective principals and the benefits thereof
2 accepted and ratified by said principals; and that each Defendant, as aforesaid, while acting as a
3 principal, was negligent in the selection, hiring, retention, training or supervision of each and
4 every other defendant as its agent, servant and/or employee.

5 25. Plaintiff is informed and believes and thereon alleges that at all times herein
6 mentioned each of the Defendants were aiding and abetting a fraternity officer, member, an
7 agent, manager, director, trustee, officer, servant, employee, co-conspirator and/or joint venturer
8 of each remaining Defendant, and was at all times acting within the course and scope of that
9 agency, management, direction, trust, office, servant, employment, co-conspiracy and/or joint
10 venture.

11 26. Plaintiff brings this action in the Superior Court of the State of California, in and
12 for the County of San Diego because the incident that forms the subject of this suit occurred in
13 the City of San Diego, County of San Diego. Accordingly, venue is proper in the County of
14 San Diego.

15 III.

16 GENERAL ALLEGATIONS

17 27. At all times relevant herein, Plaintiff BRENNAN was pledging KS EPSILON-
18 IOTA and was considered a member of the 2021 Omicron pledge class of KS EPSILON-IOTA.

19 28. At all times relevant herein, Plaintiff BRENNAN paid membership dues to
20 KS EPSILON-IOTA, which based upon information and belief, a portion thereof went to
21 KS NATIONAL.

22 29. Plaintiff BRENNAN, as a pledge, was mandated to attend KS EPSILON-IOTA
23 events whenever he was summoned by an active member of KS EPSILON-IOTA. Attendance to
24 such events was one of the many requirements BRENNAN needed to fulfill to become a member
25 of KS EPSILON-IOTA/KS NATIONAL. Attendance was not optional for Plaintiff BRENNAN.

26 30. Plaintiff BRENNAN participated in nearly six weeks of pledge activities wherein
27 he was constantly asked to drop everything for pledge events or be “cut” from the pledge class.
28 Indeed, over the course of those six weeks, a number of pledges were, in fact, cut from the

1 pledge class for a variety of reasons, including but not limited to missing required and
2 unannounced pledge events.

3 31. Plaintiff BRENNAN became more and more invested in the process of becoming
4 a member of KS EPSILON-IOTA. After six weeks of being fully committed to joining the
5 fraternity, Plaintiff BRENNAN was advised and believed that the upcoming mid-April pledge
6 event would be the final hurdle for the 2021 Omicron pledge class. BRENNAN was relieved
7 because the process had been demanding and burdensome, requiring BRENNAN to sacrifice a
8 great deal in order to remain in the pledge class. Finally, BRENNAN believed that his six weeks
9 of pledging would come to fruition with fraternity membership after fulfilling whatever
10 requirements were imposed at the next fraternity event for the 2021 Omicron pledge class.

11 32. On or about April 16, 2021, Plaintiff BRENNAN was working a night shift at his
12 part time job at a restaurant in San Diego, California, when he received a message on his cell
13 phone from Defendant FLOOD via the “WhatsApp” Application summoning BRENNAN and
14 other pledges to the property located at 5505 Lindo Paseo, San Diego, California (hereinafter, the
15 “KS FRAT HOUSE”), which is owned and managed by LINDO PASEO and WATERWHEEL
16 and leased by KS EPSILON-IOTA. The message indicated that BRENNAN and other pledges
17 were to report to the KS FRAT HOUSE by 9:00 p.m. in order to be permitted to continue
18 pledging KS EPSILON-IOTA/KS NATIONAL. BRENNAN had approximately 30 minutes to
19 drop everything to get from his restaurant job in Ocean Beach to the KS FRAT HOUSE.

20 33. Plaintiff BRENNAN left his job immediately, which subsequently led to his being
21 fired, and reported to the KS FRAT HOUSE as he was ordered to do by Defendant FLOOD.
22 Once BRENNAN arrived, it was expressly stated that the event that was to occur that evening
23 was the final stage of pledging, wherein pledges would graduate to become member brothers of
24 KS EPSILON-IOTA/KS NATIONAL, or be rejected from becoming member brothers of KS
25 EPSILON-IOTA/KS NATIONAL.

26 34. On information and belief, this event was a traditional part of initiation week and
27 considered a ritual wherein active members of KS EPSILON-IOTA/KS NATIONAL would
28 reveal themselves to each pledge as their designated “Big Bro.”

1 35. KS EPSILON-IOTA/KS NATIONAL officers and members indicated to the
2 pledges, including BRENNAN, that pledges could not leave the KS FRAT HOUSE, that they
3 were to complete a series of actions, and that they would only be permitted to become members
4 of KS EPSILON-IOTA/KS NATIONAL if they completed the event and obeyed all commands
5 given by the active members and officers of KS EPSILON-IOTA/KS NATIONAL on the night
6 of April 16, 2021 to the morning of April 17, 2021.

7 36. Plaintiff is informed and believes, and thereon alleges, that on the night of
8 April 16, 2021, after arriving, BRENNAN's cell phone and car keys were taken from him to
9 prevent him from: leaving the KS FRAT HOUSE; requesting help; or documenting what was
10 happening that evening.

11 37. During the evening initiation, and in line with Defendants' efforts to intoxicate
12 BRENNAN to the point of incapacity, Plaintiff BRENNAN was furnished with, and forced to
13 consume, alcohol by members of KS EPSILON-IOTA/KS NATIONAL, including Defendants
14 TOERIEN, TREGER, and DOES 1-100, despite BRENNAN being underage.

15 38. Plaintiff BRENNAN was forced to consume alcohol by members of KS
16 EPSILON-IOTA/KS NATIONAL, including Defendant TREGER and DOES 1-100.

17 39. As one example, Plaintiff BRENNAN was given a 750ml bottle of hard liquor by
18 Defendant TREGER and was ordered to finish its contents within thirty minutes as a condition of
19 BRENNAN's admission into KS EPSILON-IOTA/KS NATIONAL.

20 40. Plaintiff BRENNAN was ordered by members and officers of KS EPSILON-
21 IOTA/KS NATIONAL and DOES 1-100 to smoke potent tobacco (i.e., much stronger than that
22 found in a normal cigarettes) as a condition of BRENNAN's admission into KS EPSILON-
23 IOTA/KS NATIONAL. Plaintiff BRENNAN and other pledges were also ordered and/or forced
24 to smoke marijuana.

25 41. Plaintiff BRENNAN, wanting to become a member of KS EPSILON-IOTA/KS
26 NATIONAL, and understanding he could not leave, attempted to follow the KS EPSILON-
27 IOTA/KS NATIONAL members' orders. In so doing, BRENNAN became severely inebriated.

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1 BRENNAN was forced by KS EPSILON-IOTA members and officers and DOES 1-100 to
2 continue consuming alcohol after he could no longer care for himself, stand, or speak.

3 42. Plaintiff BRENNAN is informed and believes that Defendants employed a series
4 of tactics designed and intended to maximize each pledge member's inebriation. The
5 requirements of calisthenics, tobacco, marijuana, hard liquor, varying and mixing alcohol intake
6 and substance, and the simple act of pushing the pledges to continue to move and drink even
7 after they were not in control of their own faculties were all intended to get them as drunk and
8 "wasted" as possible.

9 43. On information and belief, between the night of April 16, 2021, and the early
10 morning hours of April 17, 2021, Plaintiff BRENNAN was on a couch unable to move or speak
11 due to severe intoxication. Upon information and belief, during this time of unconsciousness,
12 BRENNAN was repeatedly stricken with paddles, amongst other things, by members of KS
13 EPSILON-IOTA and DOES 1-100.

14 44. Defendant TOERIEN was present at the KS FRAT HOUSE and actively
15 participated in furnishing alcohol, tobacco, and other substances to Plaintiff BRENNAN.
16 Despite BRENNAN being underage, visibly and obviously intoxicated, and unable to care for
17 himself, walk, stand, or speak, Defendant TOERIEN forced Plaintiff BRENNAN to continue to
18 consume alcohol until he was severely inebriated and unable to voice any objection.

19 45. All consumption of alcohol by BRENNAN was on the premises of the KS FRAT
20 HOUSE under the command of KS EPSILON-IOTA officers and members with the mandate
21 that BRENNAN could not leave the KS FRAT HOUSE.

22 46. Plaintiff BRENNAN became comatose, and on information and belief, was
23 comatose for approximately one hour and thirty minutes before he was eventually driven by
24 Defendant LOONEY and DOES 1-100 to the hospital due to his severely inebriated and
25 comatose state. Upon information and belief, BRENNAN was dumped from the car by
26 Defendants LOONEY and DOES 1-100 in the entryway of the emergency department of the
27 hospital. Defendants LOONEY and DOES 1-100 drove away without facilitating Plaintiff
28 BRENNAN's admission into the hospital in any manner whatsoever, or without facilitating any

1 medical care or medical attention to Plaintiff BRENNAN and failing to provide any information
2 whatsoever that could have assisted the hospital's efforts to treat him. Upon information and
3 belief, Defendants' actions of delaying treatment for BRENNAN aggravated and compounded
4 his injuries.

5 47. Subsequently, hospital personnel found Plaintiff BRENNAN unconscious,
6 vomiting and not protecting his airway. Plaintiff BRENNAN was placed on life support,
7 intubated and was given a 1% chance of survival by treating physicians due to his grave
8 condition and Blood Alcohol Content Level of .489 which was recorded at some point in time
9 long after BRENNAN had stopped consuming alcohol. Tetrahydrocannabinol or THC was also
10 found in his system.

11 48. Defendants KS NATIONAL, KS EPSILON-IOTA, LINDO PASEO,
12 WATERWHEEL, KS MEMBERS and DOES 1-100, and each of them, jointly enjoyed the
13 agency, employment, joint venture of the others, working in concert to bring about the pledge
14 event that was "Big Brother" night in such a way that they jointly, and each of them, summoned,
15 confined, furnished and coerced Plaintiff BRENNAN to drink excessive amounts of alcohol,
16 smoke or ingest tobacco products, and smoke or ingest marijuana despite him being underaged
17 and unable to stand, walk, speak or care for himself, all while at the KS FRAT HOUSE.

18 49. Plaintiff is informed and believes and thereon alleges that had it not been for
19 BRENNAN's consumption of alcohol at the hands of Defendants named herein, BRENNAN
20 would not have consumed alcohol and suffered severe injury, requiring hospitalization.

21 50. Plaintiff is informed and believes, and thereon alleges, that:

- 22 • KS EPSILON-IOTA/KS NATIONAL members required attendance and
23 participation at all pledge events by anyone who was considered a pledge of the
24 Omicron class who wished to join KS EPSILON-IOTA/KS NATIONAL;
- 25 • Failure to attend an event would result in an automatic rejection of membership
26 by KS EPSILON-IOTA/KS NATIONAL;

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- 1 • BRENNAN and other pledge attendees of the “Big Brother” event on April 16,
2 2021, at the KS FRAT HOUSE were confined, encouraged and coerced to
3 consume excessive amounts of hard alcohol;
- 4 • BRENNAN and other pledge attendees of the “Big Brother” event on April 16,
5 2021, at the KS FRAT HOUSE were confined, encouraged and coerced to ingest
6 and/or consume tobacco and/or marijuana in order to facilitate the excessive
7 consumption of alcohol;
- 8 • BRENNAN and other pledge attendees of the “Big Brother” event on April 16,
9 2021, at the KS FRAT HOUSE were not permitted to stop drinking or leave the
10 event;
- 11 • BRENNAN’s car keys and cell phone were taken from him during the night of
12 April 16, 2021 while he was at the “Big Brother” event, and he was for all intents
13 and purposes prevented from leaving the KS FRAT HOUSE, calling for help, or
14 documenting the hazing;
- 15 • BRENNAN and other pledge attendees of the “Big Brother” event on April 16,
16 2021, at the KS FRAT HOUSE were confined, encouraged and coerced to ingest
17 and/or consume tobacco and/or marijuana in order to facilitate a greater level of
18 inebriation;
- 19 • BRENNAN and other pledge attendees of the “Big Brother” event on April 16,
20 2021 at the KS FRAT HOUSE were physically stricken by active members of KS
21 EPSILON-IOTA, including individually named Defendants herein (KS
22 MEMBERS) and DOES 1-100;
- 23 • KS EPSILON-IOTA/KS NATIONAL, individually named Defendants herein and
24 DOES 1-100 forced BRENNAN to consume more alcohol even after BRENNAN
25 was severely impaired and could not speak, move, or consent to consuming
26 alcohol;

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28 ///

- KS EPSILON-IOTA fraternity members and officers, including those named herein, oversaw the “Big Brother” event on April 16, 2021, and aided, abetted, and encouraged the events that led to Plaintiff BRENNAN’s injury.

51. Plaintiff is informed and believes, and thereon alleges that Defendants KS EPSILON-IOTA, KS NATIONAL, KS MEMBERS, and DOES 1-100 provided beer and hard liquor and authorized, directed, consented, and furnished alcohol to underage party attendees and pledges including Plaintiff BRENNAN. KS MEMBERS and DOES 1-100 supplied BRENNAN with alcohol and coerced BRENNAN to consume such alcohol until he was severely inebriated and became comatose.

52. Plaintiff is informed and believes, and thereon alleges, that KS MEMBERS and DOES 1-100 intentionally prevented BRENNAN from leaving the KS FRAT HOUSE.

53. Plaintiff is informed and believes, and thereon alleges, that KS EPSILON-IOTA officers and active members, including KS MEMBERS and DOES 1-100, acting as agents for KS EPSILON-IOTA/KS NATIONAL, negligently served alcohol to and forced alcohol upon Plaintiff BRENNAN, an obviously intoxicated minor.

54. KS EPSILON-IOTA officers, including KS MEMBERS and DOES 1-100, as individuals and as agents for KS EPSILON-IOTA and KS NATIONAL knew or should have known that BRENNAN was under 21 years of age and severely impaired.

55. California law prohibits serving alcohol to those under 21 years of age. Specifically, Cal. Bus. & Prof. Code, § 25658 provides that:

(a) Except as otherwise provided in subdivision (c), every person who sells, furnishes, gives, or causes to be sold, furnished, or given away any alcoholic beverage to any person under 21 years of age is guilty of a misdemeanor.

(b) Any person who violates subdivision (a) by purchasing any alcoholic beverage for, or furnishing, giving, or giving away any alcoholic beverage to, a person under 21 years of age, and the person under 21 years of age thereafter consumes the alcohol and thereby proximately causes great bodily injury or death to himself, herself, or any other person, is guilty of a misdemeanor.

56. Pursuant to California Business and Professions Code section 23008, “Person”

1 includes any individual, firm, co-partnership, joint adventure, association, corporation, estate,
2 trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and
3 the plural as well as the singular number.

4 57. Defendants KS NATIONAL and KS EPSILON-IOTA, and each of them, were a
5 co-partnership, joint venture, and/or agency that provided alcohol to BRENNAN, an obviously
6 intoxicated minor.

7 58. Defendants named herein knew or should have known of the long-documented
8 risk of death and serious injury posed by SDSU students' and particularly fraternity students'
9 history of excessive underage drinking. Defendants knew or should have known that fraternities,
10 including KS NATIONAL and KS EPSILON-IOTA, continued this hazing tradition
11 notwithstanding fraternity and/or university risk management policies prohibiting such conduct.
12 Indeed, KS EPSILON-IOTA was currently a suspended fraternity, which KS NATIONAL was
13 all too aware of and that KS EPSILON-IOTA continued to operate while suspended, with the full
14 knowledge and support of KS NATIONAL. Yet, Defendants deliberately and purposefully did
15 not take reasonable and effective measures to enforce risk management policies and further
16 prevent such risk of harm. Defendants' acts and/or omissions therefore constituted gross
17 negligence and/or reckless misconduct and were further taken in conscious disregard of the
18 dangers posed to attendees at the event, including BRENNAN.

19 59. Plaintiff is informed and believes, and thereon alleges that Defendants named
20 herein knew or should have known of the harm which they inflicted upon Plaintiff BRENNAN,
21 and knew or should have known of the grave risk of death he suffered because Defendants
22 worked in conspiracy to disassociate themselves, the KS FRAT HOUSE, the KS NATIONAL
23 fraternity and KS EPSILON-IOTA, from the harm inflicted upon Plaintiff BRENNAN. For
24 example, amongst other things, Defendants deliberately and purposefully:

- 25 • Dropped Plaintiff BRENNAN at the hospital without identifying themselves or
26 Plaintiff BRENNAN, or providing any information or assistance whatsoever to
27 the hospital or medical personnel;

- 1 • Did not provide details to the hospital staff or other medical providers as to how
2 Plaintiff BRENNAN came to be excessively intoxicated;
- 3 • Created a back story whereby Defendants lied to law enforcement and others
4 about where they had been that evening, suggesting that Plaintiff BRENNAN had
5 been drinking with the Grossmont Junior College baseball team and had been
6 found comatose in his dorm room;
- 7 • Created a back story whereby Defendants lied to law enforcement and others
8 about Plaintiff BRENNAN participating in the pledge activities away from the
9 KS FRAT HOUSE;
- 10 • Created a back story whereby Defendants lied to law enforcement and others
11 about Plaintiff BRENNAN being responsible for his own intoxication without
12 coercion from Defendants; and,
- 13 • Lied to law enforcement and others about the methodical and intentional steps
14 taken by Defendants to ensure that Plaintiff BRENNAN reached maximum
15 intoxication.

16 60. As a direct and proximate result of Defendants' negligence and gross negligence,
17 BRENNAN suffered and continues to suffer serious injury.

18 **IV.**

19 **FIRST CAUSE OF ACTION**

20 **NEGLIGENCE**

21 **(Against All Defendants and Does 1-100)**

22 61. Plaintiff incorporates by this reference each and all of the allegations contained in
23 the preceding paragraphs as though fully set forth herein.

24 62. At all times mentioned herein, Defendants WATERWHEEL, LINDO PASEO,
25 KS EPSILON-IOTA and KS NATIONAL, individually and through its KS EPSILON-IOTA
26 officers and members, including Defendants PRUITT, LOONEY, TREGER, TOERIEN,
27 TADAYON, FLOOD, QUIGLEY, RODRIGUEZ, PROCOPIO ("KS MEMBERS"), and
28 DOES 1-100, owed a duty to BRENNAN to manage and oversee KS EPSILON-IOTA

1 operations and the activities of the members in a reasonably prudent manner, and/or assumed
2 such a duty.

3 63. At all times mentioned herein, Defendants KS EPSILON-IOTA and KS
4 NATIONAL, individually and through its agents, KS EPSILON-IOTA officers, members,
5 including KS MEMBERS and DOES 1-100, owed a duty to BRENNAN to forego the provision
6 and use of alcohol in underage members and/or assumed such a duty on behalf of their
7 underaged pledging members.

8 64. At all times mentioned herein and prior to April 16, 2021, WATERWHEEL and
9 LINDO PASEO were aware or should have been aware of the past misconduct of its tenant, KS
10 EPSILON-IOTA, involving the illegal use of alcohol and the submission of same to minors at
11 the KS FRAT HOUSE, which is managed, owned, operated and maintained by LINDO PASEO
12 and WATERWHEEL.

13 65. At all times mentioned herein and prior to April 16, 2021, LINDO PASEO and
14 WATERWHEEL were aware of or should have been aware of KS EPSILON-IOTA's suspension
15 from the SDSU campus for past acts of serving alcohol to underaged pledges at the KS FRAT
16 HOUSE owned, managed, operated and maintained by LINDO PASEO and WATERWHEEL.

17 66. At all relevant times, WATERWHEEL and LINDO PASEO knew or should have
18 known of the actions set forth in the preceding paragraphs but failed to warn, make safe or
19 prevent said actions from continuing in violation of its duty.

20 67. Defendants KS EPSILON-IOTA and KS NATIONAL, individually and through
21 their agents, KS EPSILON-IOTA officers and members, including KS MEMBERS and DOES 1-
22 100, confined, furnished and coerced an underaged BRENNAN to ingest or consume alcoholic
23 beverages and tobacco products to the point he was visibly impaired and required medical
24 attention, in violation of their duties.

25 68. At all relevant times, the KS MEMBERS, DOES 1-100 and each of them, knew
26 or should have known of the dangers associated with confining and providing alcohol and
27 tobacco products, and coercing BRENNAN to drink said alcohol, including the danger of alcohol
28 abuse, and alcohol poisoning. Further, the KS MEMBERS knew or should have known of the

1 increased risk of alcohol intoxication and toxicity among persons younger than the legal drinking
2 age.

3 69. Prior to and on April 16, 2021, the KS MEMBERS, WATERWHEEL, LINDO
4 PASEO, and DOES 1-100 and each of them breached their duties and were careless and
5 negligent in the management, operation, control, maintenance and supervision of KS EPSILON-
6 IOTA, the KS EPSILON-IOTA officers and members, including KS MEMBERS and DOES 1-
7 100; and were further careless and negligent in the management, ownership, operation, control,
8 maintenance, supervision, leasing, occupation and use of the real property located at 5505 Lindo
9 Paseo, San Diego, California, aka the KS FRAT HOUSE. Said negligence and carelessness
10 included, but is not limited to the following:

- 11 • relying on underage and/or untrained fraternity members to manage KS
12 EPSILON-IOTA;
- 13 • failing to adequately warn and instruct KS EPSILON-IOTA members and
14 officers regarding safe fraternity operation, injury prevention, and risk
15 management;
- 16 • failing to supervise and control KS EPSILON-IOTA officers, members and
17 fraternity affairs including parties, rituals, ceremonies, and other social
18 gatherings;
- 19 • failing to implement and enforce rules, policies and practices prohibiting the
20 supply of alcohol to those who were not of legal drinking age;
- 21 • failing to implement and enforce rules, policies and practices prohibiting the
22 supply of tobacco and marijuana, and other unknown illegal substances, to its
23 pledges;
- 24 • failing to provide reasonable safeguards, restrictions, supervision and controls
25 over the alcohol related practices of KS NATIONAL and KS EPSILON-IOTA
26 and KS EPSILON-IOTA officers and members to prevent underage and
27 excessive drinking;

- 1 • failing to provide reasonable safeguards, restrictions, supervision and controls
2 over the use of tobacco and marijuana in the practices of KS NATIONAL and
3 KS EPSILON-IOTA and KS EPSILON-IOTA officers and members, including
4 those individually named herein to prevent underage and excessive intoxication;
- 5 • failing to detect and prevent the consumption of alcohol and/or excessive
6 consumption of alcohol by those not of legal drinking age during KS EPSILON-
7 IOTA events at the KS FRAT HOUSE owned and managed by LINDO PASEO
8 and WATERWHEEL;
- 9 • failing to implement reasonable measures to enforce state laws, SDSU policies,
10 and Interfraternity Council, KS NATIONAL, and KS EPSILON-IOTA policies
11 regarding risk management and the prohibition of underage drinking;
- 12 • failing to implement reasonable measures to stop underage drinking which KS
13 MEMBERS, LINDO PASEO, WATERWHEEL and DOES 1-100 knew or
14 should have known, was occurring within the KS EPSILON-IOTA chapter and
15 the KS FRAT HOUSE;
- 16 • failing to discipline KS EPSILON-IOTA members who encouraged or coerced
17 and engaged in underage drinking and excessive alcohol consumption;
- 18 • sponsoring, conducting and permitting parties during which underage attendees
19 were provided access to alcohol;
- 20 • serving, providing, and furnishing underage attendees with dangerous amounts
21 of alcohol and coercing and forcing consumption of said alcohol by underage
22 attendees, including BRENNAN;
- 23 • failing to supervise, monitor and inspect the property located at 5505 Lindo
24 Paseo, San Diego, California, (aka the KS FRAT HOUSE), to prevent the use of
25 said property for unlawful fraternity events and underage drinking;
- 26 • owning, operating, renting, leasing, maintaining and using the property located at
27 5505 Lindo Paseo, San Diego, California (aka the KS FRAT HOUSE),
28

1 for fraternity activities including events where underage persons were
2 encouraged, permitted and forced to consume alcohol; and

- 3 • allowing, encouraging, and forcing underage persons at 5505 Lindo Paseo, aka
4 the KS FRAT HOUSE, to consume dangerous amounts of alcohol.

5 70. Prior to and on April 16, 2021, KS EPSILON-IOTA, WATERWHEEL, LINDO
6 PASEO, KS NATIONAL and DOES 1-100 and each of them breached their duties and were
7 careless and negligent in the management, operation, control, maintenance and supervision of the
8 KS EPSILON-IOTA officers and members and are vicariously liable for the negligent and
9 grossly negligent acts and omissions of the KS EPSILON-IOTA officers and members who
10 were, at all times herein, acting in their capacity as agents of KS EPSILON-IOTA, KS
11 NATIONAL, WATERWHEEL and LINDO PASEO in causing the events which led to Plaintiff
12 BRENNAN's injury.

13 71. KS EPSILON-IOTA, KS NATIONAL, KS MEMBERS, WATERWHEEL,
14 LINDO PASEO and DOES 1-100, are jointly and severally liable for their negligence that
15 proximately caused Plaintiff BRENNAN's injury.

16 72. At all times mentioned herein, KS EPSILON-IOTA and KS NATIONAL, by and
17 through its KS MEMBERS and DOES 1-100, provided alcoholic beverages and forced alcohol
18 upon plaintiff BRENNAN, an obviously intoxicated minor, whom they knew or should have
19 known to be under the age of 21, in violation of their duty.

20 73. Plaintiff is informed and believes, and on that basis alleges, that KS NATIONAL,
21 KS EPSILON-IOTA, and the KS EPSILON-IOTA officers and members, including KS
22 MEMBERS and DOES 1-100, knew for many years that their risk management policies were
23 not working because, pursuant to those policies, unpaid, untrained, underage, and inexperienced
24 college students with conflicted loyalties were appointed and relied upon to make life and death
25 decisions and manage risks and crises far beyond their experience, training and understanding,
26 and in conflict with their personal desire to engage in the hazing activities set forth herein,
27 which ultimately led to the suspension of the fraternity prior to April 16, 2021.

28 74. Defendants and DOES 1-100, knew or should have known BRENNAN would

1 consume too much alcohol as a result of the KS EPSILON-IOTA “Big Brother” event, ritual,
2 and mandates, and would become intoxicated to the point he would be unable to take care of
3 himself.

4 75. As a direct, proximate, and concurrent legal result of the carelessness, negligence,
5 acts and omissions of the Defendants and their agents and DOES 1-100, BRENNAN did
6 consume excessive amounts of alcohol, became severely intoxicated and was unable to take care
7 of himself. As a result of his extreme intoxication, BRENNAN became comatose and required
8 hospitalization including intubation and life support.

9 76. As a direct, proximate, and concurrent legal result of the carelessness, negligence,
10 acts and omissions of the Defendants and their agents and DOES 1-100, in failing to deliver
11 BRENNAN quickly, safely and intentionally to the care of a medical provider and/or medical
12 attention of any kind, BRENNAN became comatose and required hospitalization including
13 intubation and life support.

14 77. Defendants’ breach of duty as alleged herein was a substantial factor in causing
15 the injuries and damages suffered by Plaintiff BRENNAN.

16 78. As a direct and proximate result of the Defendants’ carelessness, negligence,
17 conduct, wrongful acts and omissions, which proximately caused Plaintiff’s injury as alleged
18 herein, Plaintiff BRENNAN was hurt and injured in his health, strength, and activity, sustaining
19 injury to his body, and shock and injury to his nervous system and person, all of which said
20 injuries caused and continue to cause Plaintiff great mental, physical and nervous pain and
21 suffering, all to Plaintiff’s damages in an amount according to proof at trial. Plaintiff is informed
22 and believes and thereon alleges that said injuries will result in some permanent disability to
23 Plaintiff, the exact amount of which is unknown. Leave of court will be sought to amend this
24 Complaint to set forth the exact amount of said general damages at such time as they are
25 ascertained.

26 79. As a further direct and proximate result of said carelessness and negligence of
27 Defendants and DOES 1-100, Plaintiff BRENNAN was required to and did employ physicians
28 and surgeons to examine, treat and care for his injuries and did incur medical expenses in an

1 amount according to proof, the exact amount of which is unknown to Plaintiff. Plaintiff
2 ultimately had to withdraw from San Diego State University as a result of his ongoing injuries.
3 Plaintiff prays leave to amend this Complaint to set forth the exact amount thereof when it is
4 ascertained. Plaintiff is informed and believe and thereon alleges that there will be additional
5 medical expenses, the exact amount of which is unknown at this time.

6 **V.**

7 **SECOND CAUSE OF ACTION**

8 **NEGLIGENCE PER SE**

9 **(AGAINST KS EPSILON-IOTA, KS NATIONAL, PARKER PRUITT, KIERAN**
10 **LOONEY, JACOB TREGER, RYAN TOERIEN, WILLEM QUIGLEY, SINA**
11 **TADAYON, SEAN FLOOD, RAMON RODRIGUEZ, RYAN PROCOPIO, and DOES 1-**
12 **100)**

13 80. Plaintiff incorporates by this reference each and all of the allegations contained in
14 the preceding paragraphs as though fully set forth herein.

15 81. Providing alcohol in your home to individuals who are not 21 and therefore not
16 legally able to consume alcohol is prohibited by the California Civil Code Section 1714(d).

17 82. Providing alcohol to individuals who are obviously intoxicated, who are not 21
18 and therefore, not legally able to consume alcohol, is also prohibited by the California Business
19 and Professions Code Section 25602.1 and by the rules, regulations, and policies of SDSU, KS
20 NATIONAL, and KS EPSILON-IOTA.

21 83. In consideration for becoming members of KS EPSILON-IOTA, Plaintiff
22 BRENNAN was provided alcohol by KS MEMBERS at the KS FRAT HOUSE.

23 84. The KS MEMBERS and DOES 1-100 had a legal duty not to serve BRENNAN
24 alcohol or to allow him to consume alcohol at the KS FRAT HOUSE.

25 85. The KS MEMBERS and DOES 1-100 had a legal duty not to serve BRENNAN a
26 cocktail of alcohol and tobacco, along with calisthenics, to allow him to consume all of these
27 substances together for as long as possible, with the intention of exponentially increasing his
28 intoxication level, at the KS FRAT HOUSE.

1 86. By engaging in the conduct alleged in this Complaint, the KS MEMBERS
2 breached their duty of care to Plaintiff. Under California Civil Code section 1714(d) and
3 California Business and Professions Code Section 25602.1, that breach of duty is established as a
4 matter of law because:

5 a. The KS MEMBERS' conduct violated the California Civil Code, the
6 California Business and Professions Code, and the rules, regulations and policies of KS
7 EPSILON-IOTA, KS NATIONAL and SDSU as alleged above;

8 b. The KS MEMBERS' conduct proximately caused Plaintiff's injury;

9 c. The KS MEMBERS' conduct that caused Plaintiff's injury is conduct of
10 the nature that the California Civil Code, the California Business and Professions Code, and the
11 rules, regulations, and policies of SDSU, KS NATIONAL, and KS EPSILON-IOTA were
12 designed to prevent; and,

13 d. BRENNAN was under 21 years of age and therefore one of the class of
14 persons for whose protection California Civil Code section 1714(d), California Business and
15 Professions Code Section 25602.1 and the rules, regulations, and policies of SDSU, KS
16 NATIONAL, and KS EPSILON-IOTA were adopted.

17 87. Defendant KS NATIONAL, individually and through its agent KS EPSILON-
18 IOTA, and KS EPSILON-IOTA officers and members, including Defendants PRUITT,
19 LOONEY, TREGER, TOERIEN, TADAYON, FLOOD, QUIGLEY, RODRIGUEZ,
20 PROCOPIO ("KS MEMBERS") and DOES 1-100, provided alcoholic beverages to BRENNAN,
21 an obviously intoxicated minor, whom they knew or should have known to be under age 21, in
22 violation of their duty.

23 88. Plaintiff is informed and believes and, on that basis alleges that KS MEMBERS
24 and DOES 1-100, knew or should have known that KS EPSILON-IOTA chapter members and
25 officers habitually permitted, facilitated, and encouraged the consumption of alcohol at KS
26 EPSILON-IOTA sponsored events by individuals who were under 21 years of age and therefore
27 not legally allowed to consume alcohol, and that because this conduct was considered a
28 traditional part of fraternity activities it was very likely to reoccur.

1 89. Upon information and belief, for many years the KS MEMBERS and DOES 1-
2 100 knew of, and deliberately failed to supervise or implement reasonable measures to control
3 the provision of alcohol at KS EPSILON-IOTA events, despite the known risks, including those
4 events at the KS FRAT HOUSE.

5 90. The KS MEMBERS breached their legal duty to Plaintiff BRENNAN to manage
6 the provision and use of alcohol in a reasonably prudent manner to ensure that BRENNAN and
7 others who were not 21 and not legally able to drink would be unable to procure and consume
8 alcohol, and were thus, negligent *per se*.

9 91. The Defendants KS NATIONAL and KS EPSILON-IOTA are liable for their
10 own negligence *per se* and/or for the negligence *per se* of their agents, KS EPSILON-IOTA
11 officers and members, including those individually named herein, pursuant to the doctrine of
12 *respondeat superior*, because the KS EPSILON-IOTA individually named officers and members
13 were acting as agents of Defendants KS NATIONAL and KS EPSILON-IOTA, and within the
14 scope of their agency at all relevant times, and/or because the misconduct alleged is of the type
15 to which *respondeat* liability attached even if the agent was acting outside the scope of the
16 agency, and/or because Defendants KS NATIONAL and KS EPSILON-IOTA ratified the KS
17 EPSILON-IOTA officers' and members' misconduct.

18 92. KS MEMBERS' and DOES 1-100's violations of the California Civil Code and
19 California Business and Professions Code, as alleged above, were a substantial factor in causing
20 the injuries and damages described herein. Plaintiff reserves the right to allege other and further
21 violation of statutes and regulations according to proof.

22 93. As a direct and proximate result of KS MEMBERS' and DOES 1-100's
23 negligence *per se*, Plaintiff BRENNAN was hurt and injured in his health, strength, and activity,
24 sustaining injury to his body, and shock and injury to his nervous system and person, all of
25 which said injuries caused and continue to cause Plaintiff BRENNAN great mental, physical and
26 nervous pain and suffering, all to Plaintiff's damages in an amount according to proof at trial.
27 Plaintiff BRENNAN is informed and believes and thereon alleges that said injuries will result in
28 some permanent disability to Plaintiff, the exact amount of which is unknown. Leave of court

1 will be sought to amend this Complaint to set forth the exact amount of said general damages at
2 such time as they are ascertained.

3 94. As a further direct and proximate result of KS MEMBERS' and DOES 1-100's
4 negligence *per se*, Plaintiff BRENNAN was required to and did employ physicians and surgeons
5 to examine, treat and care for his injuries and did incur medical expenses in an amount according
6 to proof, the exact amount of which is unknown to Plaintiff. Plaintiff withdrew from SDSU as a
7 direct result of his injuries. Plaintiff BRENNAN prays leave to amend this Complaint to set forth
8 the exact amount thereof when it is ascertained. Plaintiff is informed and believes and thereon
9 alleges that there will be additional medical expenses, the exact amount of which is unknown at
10 this time.

11 95. KS MEMBERS are jointly and severally liable for their negligence *per se* that
12 proximately caused Plaintiff BRENNAN's injury.

13 **VI.**

14 **THIRD CAUSE OF ACTION**

15 **HAZING (PENAL CODE § 245.6)**

16 **(Against KS EPSILON-IOTA, KS NATIONAL, PRUITT, KIERNAN LOONEY, JACOB**
17 **TREGER, RYAN TOERIEN, WILLEM QUIGLEY, SINA TADAYON, SEAN FLOOD,**
18 **RAMON RODRIGUEZ, RYAN PROCOPIO and DOES 1-100)**

19 96. Plaintiff incorporates by this reference each and all of the allegations contained in
20 the preceding paragraphs as though fully set forth herein.

21 97. Defendants' conduct as set forth above took place as part of an initiation or
22 preinitiation into KS EPSILON-IOTA, a student organization populated solely by San Diego
23 State University students.

24 98. The conduct set forth above and incorporated herein by reference was "hazing"
25 and therefore, in violation of Penal Code section 245.6 in that it was likely to, and did in fact,
26 cause serious bodily injury to Plaintiff BRENNAN, who was a San Diego State University
27 student at all relevant times set forth herein.

28 99. More specifically, Defendants' hazing caused Plaintiff BRENNAN serious

1 impairment of physical condition, including, but not limited to, loss of consciousness and
2 protracted loss or impairment of function of a bodily member or organ. Defendants' conduct in
3 fact put Plaintiff into the hospital in a comatose state requiring intubation and life support with a
4 BAC of .489. Defendants are in direct violation of this statute.


5 100. Defendants' conduct was malicious and oppressive, within the meaning of Civil
6 Code section 3294, thereby entitling Plaintiff BRENNAN to an award of punitive or exemplary
7 damages.

8
9 **VIII.**
PRAYER FOR DAMAGES


10 WHEREFORE, Plaintiff BRENNAN prays judgment against Defendants, and each of
11 them, as follows:

- 12 1. For General Damages, according to proof;
- 13 2. For Special Damages, according to proof;
- 14 3. For Exemplary Damages, according to proof;
- 15 4. For past and future hospital, medical, professional and incidental expenses,
16 according to proof;
- 17 5. For costs of suit incurred herein, as allowable by law;
- 18 6. For prejudgment interest, according to proof, from each and every defendant;
- 19 7. For damages for Plaintiff's other economic losses, according to proof; and
- 20 8. For such other and further relief as this Court may deem just and proper.

21 DATED: **FRANTZ LAW GROUP, APLC**

22
23 
24 _____
James P. Frantz, Esq.
William P. Harris III, Esq.
Jade S. Koller, Esq.
25 Attorneys for Plaintiff

26 DATED: **PEREZ VAUGHN & FEASBY Inc.**


27 
28 _____
Michael J. Pérez, Esq.
Todd R. Kinnear, Esq.
Attorneys for Plaintiff

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by Jury in this action.

DATED: April 6, 2023


FRANTZ LAW GROUP, APLC



~~James P. Frantz, Esq.~~
Stephanie Caloca Esq.
William P. Harris III, Esq.
Jade S. Koller, Esq.
Attorneys for Plaintiff

DATED: April 6, 2023

PEREZ VAUGHN & FEASBY Inc.



Michael J. Pérez, Esq.
Todd R. Kinnear, Esq.
Attorneys for Plaintiff