

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA
CIRCUIT CIVIL DIVISION

GEORGE OBREGON, JR.,

Plaintiff,

v.

Case No.:

HORACE BERNARD WALLS III a/k/a
NARDO WICK, ZACHARY BENTON,
WICKED GANG ENTERTAINMENT LLC,
and CLUB SKYE,

Defendants.

COMPLAINT

COMES NOW, Plaintiff, GEORGE OBREGON, JR., (hereinafter referred to as "Plaintiff" or "OBREGON", by and through the undersigned counsel, and hereby sues Defendants, HORACE BERNARD WALLS III a/k/a NARDO WICK (hereinafter referred to as "NARDO WICK"), ZACHARY BENTON (hereinafter referred to as "BENTON"), WICKED GANG ENTERTAINMENT LLC (hereinafter referred to as "WICKED GANG"), and CLUB SKYE, and alleges as follows:

GENERAL ALLEGATIONS

1. That this is an action for damages which exceeds Fifty Thousand Dollars (\$50,000.00), exclusive of interest and costs.
2. At all times material hereto, Plaintiff, OBREGON, was a resident of Pasco County, Florida.
3. At all times material hereto, Defendant, NARDO WICK, is believed to be a resident of Duval County, Florida.

4. At all times material hereto, Defendant, BENTON, is and was believed to be a resident of Duval County, Florida.
5. At all times material hereto, Defendant, WICKED GANG, was a Florida Limited Liability Company authorized to do business, conducting business, and marketing to do business in Hillsborough County, Florida.
6. At all times material hereto, Defendant, CLUB SKYE, is and was a business that was operating at 1509 E. 8th Avenue in Tampa, Hillsborough County, Florida.
7. That at all times material hereto, Defendant, BENTON was an agent, representative, employee, affiliate, and/or servant of Defendants, NARDO WICK and WICKED GANG, and was acting, operating, and/or conducting himself for the benefit of, in accordance with, as an agent for, and under the control, and/or supervision, and/or direction, and with the actual and/or apparent authority of Defendants, NARDO WICK and WICKED GANG.
8. On or about November 26 and 27, 2023, Defendant, CLUB SKYE, was hosting a commercial music event in Hillsborough County for its own profit and benefit, and for the profit and benefit of Defendants, NARDO WICK and WICKED GANG, at which security was required.
9. On or about November 26, 2023, and into the early morning hours of November 27, 2023, Defendant, CLUB SKYE, hosted this musical event featuring a live performance by Defendant, NARDO WICK at its premises in Ybor City, Hillsborough County, Florida.
10. Defendant NARDO WICK is a highly skilled, talented, intelligent, charismatic, young man who has earned i) substantial success as a hip hop and rap recording artist, and ii) the respect and support and loyalty and deference and favor of his associates, colleagues,

employees, actual and/or apparent agents, and iii) the admiration and support and following of his fans including, but not limited to, Plaintiff OBREGON.

11. On or about November 26, 2023, Defendant, CLUB SKYE, knew that Defendant, NARDO WICK, through his musical concert performance, would rap and sing and articulate lyrics that could potentially promote violence requiring additional security for November 26, 2023 and into the early morning hours of November 27, 2023.
12. During this subject matter musical performance at Defendant, CLUB SKYE, in Hillsborough County, Defendant, NARDO WICK, performed his song "*Who Want Smoke?*" with lyrics including, but not limited to:

One, two, three, four

(Kick your door, get on the floor)

Five, six, seven, eight

(Don't make no noise, I'll eat your face)

Nine, ten, eleven

We ain't gon' say that number, we don't fuck with jakes

I'm a kill 14 niggas if 13 bitch niggas play....

...I just got a brand new lolli

That's a four nickel

Call me Nardo, yes, man

I don't know niggas

You could send your best man

You gon' lose your best hitter

What the fuck is that?

What the fuck is that?

That's how I step on niggas....

...They deeper than a fuckin' party

That don't matter (why?)

'Cause I'm gon' spray this bitch at everybody

I'm Nardo, bitch, I do magic

Turn his whip into a bastard

Take his life, he shouldn't have had it

I'm quick to snap just like my daddy

My nina rules, she kinda sassy

Let her go, she'll let you have it

Play you, lay you, try you down

I'm cold as hell, but I let off fire

Please don't try 'cause you gon' die

And I don't wanna see your mama cry....

...That's how I step on niggas

(How I step on these bitch ass niggas, bitch)

13. Pursuant to Songfacts®: “Florida rapper Nardo Wick first dropped [generated/released] this confrontational single on January 22, 2021. [The title] “Who want smoke” is a slang phrase meaning “looking for trouble; the Jacksonville MC hurls threats at all and sundry.”

14. “Once the song started accumulating millions of streams, Nardo Wick recruited [fellow musical and rap artists] Lil Durk, 21 Savage, and G Herbo for a remix. [Lyrical Lemonade produced a high quality accompanying music video (Directed by Cole Bennett) available for viewers on YouTube at: <https://www.youtube.com/watch?v=U2SNwtE-0Us> . The remix was] Released on October 8, 2021, it starts with Wick's chorus and original opening verse before the three guest rappers each spit [sing/rap/articulate] their bars.”
15. Wick's verse establishes a counting theme. He goes from "One, two, three, four (Kick your door, get on the floor)" to 14 haters he threatens to kill. Durk ignores the counting theme, but Savage reaches 16 on his graphic verse. Herbo boasts that he shot and killed "Nine, ten, 'leven, twelve" of his opps [opponents / oppositional parties] with no mask without ending up in jail. European producer Emkay created the beat both for the original song and the remix.”
16. At all times material hereto, Defendant, WICKED GANG, possessed actual and/or constructive knowledge that certain agents, representatives, employees, affiliates, and/or servants of Defendants, NARDO WICK and WICKED GANG, to whom these Defendants provided “all access authority”, were acting, operating, and/or conducting themselves for the benefit of, in accordance with, as agents for, and under the control, and/or supervision, and/or direction, and with the actual and/or apparent authority of Defendants, NARDO WICK and WICKED GANG, including but not limited to Defendant BENTON, were prone to committing acts of violence.
17. On or about November 26, 2023, Defendant, WICKED GANG, possessed the authority and/or ability and/or control i) to determine who accompanied Defendant, NARDO WICK,

to his concert events; ii) to permit certain persons with “all access authority” to accompany Defendant, NARDO WICK, to his concert events; and iii) to prevent certain persons from accompanying Defendant, NARDO WICK, to his concert events.

18. On or about November 26 through 27, 2023, Plaintiff, OBREGON, purchased premium VIP tickets, paid premium monies to Defendant, CLUB SKYE, to attend the event on premises, and to enjoy the musical performance of the recording artist he admires and appreciates, Defendant NARDO WICK.
19. During said appearance, and following Defendant, NARDO WICK’s musical performance, a physical altercation occurred that involved audience members and patrons (within the interior premises of CLUB SKYE,) and Defendant, NARDO WICK, and members of Defendant, NARDO WICK’s management/security/agents/apparent agents, and agents/apparent agents of Defendant WICKED GANG, but did not involve Plaintiff, OBREGON. This initial altercation required security to intervene.
20. Shortly following this altercation within the premises, on or about November 27, 2023, after Defendant NARDO WICK’s performance at Defendant, CLUB SKYE, Plaintiff, OBREGON, approached Defendant, NARDO WICK and requested a photograph with Defendant, NARDO WICK.
21. On or about November 27, 2023, as Plaintiff, OBREGON, was requesting a photograph with Defendant, NARDO WICK, Defendant, BENTON, used physical force in a negligent manner against Plaintiff, OBREGON, causing Plaintiff, OBEGON to fall to the ground.
22. On or about November 27, 2023, when Defendant, BENTON, negligently used physical force against Plaintiff, OBREGON, Defendant, BENTON, was acting within the course

and scope of his agency/apparent agency relationship with Defendant, NARDO WICK, and Defendant, WICKED GANG.

23. At all times material hereto, all activities and concert performances involving Defendant, NARDO WICK, were directly supervised by Defendant, NARDO WICK.
24. At all times material hereto, all activities and concert performances involving Defendant, NARDO WICK, were also directly supervised by Defendant, WICKED GANG.
25. At all times material hereto, Defendant, NARDO WICK, was directly responsible for supervising the employees/servants/agents and members of his entourage, including Defendant, BENTON, immediately, preceding, during, and following concert performances.
26. At all times material hereto, Defendant, WICKED GANG, was directly responsible for supervising the employees/servants/agents and entourage members of Defendant, NARDO WICK, including Defendant, BENTON, immediately, preceding, during, and following concert performances.
27. After Defendant, BENTON, had negligently used physical force against Plaintiff OBREGON, (and while Defendant, BENTON, was continuing to negligently use physical force against Plaintiff OBREGON), Defendant, NARDO WICK, demonstrated maturity and leadership and made good faith efforts to intervene and mitigate the physical injuries that Defendant BENTON and another member of the Defendant WICKED GANG entourage were continuing to levy upon Plaintiff a) by verbally urging Defendant BENTON and the other member of Defendant, WICKED GANG, to “stop” and b) by even making personal physical effort to push these people off of the Plaintiff.

COUNT I
NEGLIGENCE COUNT AGAINST BENTON

28. Plaintiff re-alleges Paragraphs 1 through 27 above as set forth herein.
29. At all times material hereto, Defendant, BENTON, owed a duty to Plaintiff, OBREGON, to exercise reasonable care and not use physical force in such a manner as to injure or harm Plaintiff, OBREGON.
30. On or about November 27, 2023, Defendant, BENTON, negligently used physical force against Plaintiff, OBEGON, breaching the above-referenced duty.
31. Defendant's, BENTON, breach of his duty to Plaintiff, OBREGON, was the proximate cause of injuries and damages to Plaintiff, OBREGON.
32. As the direct and proximate result of Defendant's, BENTON, negligence, Plaintiff, OBREGON, suffered bodily injury, as well as the resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation to a previously existing condition. The loss is permanent or continuing and Plaintiff, OBREGON, will continue to suffer such losses in the future.

WHEREFORE, Plaintiff, OBREGON, demands judgment for damages against Defendant, BENTON, and claims damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) and respectfully demands a trial by jury on all issues so triable.

COUNT II
NEGLIGENCE AND VICARIOUS LIABILITY OF NARDO WICK

33. Plaintiff re-alleges Paragraphs 1 through 27 above as set forth herein.
34. On or about November 27, 2023, Defendant, BENTON, was an agent, representative,

employee, affiliate, and/or servant of Defendants, NARDO WICK and WICKED GANG, and was acting, operating, and/or conducting himself for the benefit of, in accordance with, as an agent for, and under the control, and/or supervision, and/or direction, and with the actual and/or apparent authority of Defendants, NARDO WICK and WICKED GANG.

35. At all times material hereto, Defendant, BENTON, was acting within the course and scope of his employment/service/agency to Defendant, NARDO WICK.
36. At all times material hereto, Defendant, NARDO WICK, possessed legal authority and control and dominion over the actions of Defendant, BENTON, when BENTON committed the action of negligently using physical force against Plaintiff, OBREGON.
37. Defendant, NARDO WICK, is vicariously liable for the actions of Defendant, BENTON.
38. On or about November 27, 2023, Defendant, BENTON (within the course and scope of acting as employee/servant/agent of Defendant, NARDO WICK), negligently used physical force against Plaintiff, OBREGON.
39. On or about November 27, 2023, Defendant, NARDO WICK, possessed an independent duty to Plaintiff, OBREGON, to ensure Defendant, NARDO WICK's employee/servant/agent/apparent agent did not negligently use physical force against Plaintiff, OBREGON.
40. Defendant's, NARDO WICK, breach of his duty to Plaintiff, OBREGON, was the proximate cause of injuries and damages to Plaintiff, OBREGON.
41. As the direct and proximate result of Defendant's, NARDO WICK, negligence, Plaintiff, OBREGON, suffered bodily injury, as well as the resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of

hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation to a previously existing condition. The loss is permanent or continuing and Plaintiff, OBREGON, will continue to suffer such losses in the future.

WHEREFORE, Plaintiff, OBREGON, demands judgment for damages against Defendant, NARDO WICK, and claims damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) and respectfully demands a trial by jury on all issues so triable.

COUNT III
NEGLIGENCE AND VICARIOUS LIABILITY OF WICKED GANG

42. Plaintiff re-alleges Paragraphs 1 through 27 above as set forth herein.
43. On or about November 27, 2023, Defendant, BENTON, was an agent, representative, employee, affiliate, and/or servant of Defendants, NARDO WICK and WICKED GANG, and was acting, operating, and/or conducting himself for the benefit of, in accordance with, as an agent for, and under the control, and/or supervision, and/or direction, and with the actual and/or apparent authority of Defendants, NARDO WICK and WICKED GANG.
44. At all times material hereto, Defendant, BENTON, was acting within the course and scope of his employment/service/agency to Defendant, WICKED GANG.
45. At all times material hereto, Defendant, WICKED GANG, possessed legal authority and control and dominion over the actions of Defendant, BENTON, when BENTON committed the action of negligently using physical force against Plaintiff, OBREGON.
46. Defendant, WICKED GANG, is vicariously liable for the actions of Defendant BENTON.
47. On or about November 27, 2023, Defendant, BENTON (within the course and scope of acting as employee/servant/agent/apparent agent of Defendant, WICKED GANG), negligently used physical force against Plaintiff, OBREGON.

48. On or about November 27, 2023, Defendant, WICKED GANG, possessed an independent duty to Plaintiff, OBREGON, to ensure that WICKED GANG's employee/servant/agent/apparent agent did not negligently use physical force against Plaintiff, OBREGON.
49. Defendant, WICKED GANG's, breach of this duty to Plaintiff, OBREGON, was the proximate cause of injuries and damages to Plaintiff, OBREGON.
50. As the direct and proximate result of Defendant's, WICKED GANG, negligence, Plaintiff, OBREGON, suffered bodily injury, as well as the resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation to a previously existing condition. The loss is permanent or continuing and Plaintiff, OBREGON, will continue to suffer such losses in the future.
WHEREFORE, Plaintiff, OBREGON, demands judgment for damages against Defendant, WICKED GANG, and claims damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) and respectfully demands a trial by jury on all issues so triable.

COUNT IV
NEGLIGENT HIRING/RETENTION AGAINST NARDO WICK

51. Plaintiff re-alleges Paragraphs 1 through 27 above as set forth herein.
52. Prior to November 27, 2023, Defendant, BENTON, had committed multiple felony offenses, including but not limited to the violent offense of domestic battery by strangulation, that resulted in convictions and prison sentences.
53. At some point after Defendant, BENTON, had served his prison sentences, he was hired and/or retained, and/or provided with authority of agency, and/or provided with authority

as an apparent agent, by Defendant, NARDO WICK, an agent, representative, employee, affiliate, and/or servant of Defendants, NARDO WICK and WICKED GANG to act, operate, and/or conduct himself for the benefit of, in accordance with, as an agent for, and under the control, and/or supervision, and/or direction, and with the actual and/or apparent authority of Defendants, NARDO WICK and WICKED GANG who provided BENTON with authority and access and to serve in a protector/security/bodyguard role and to physically accompany Defendant, NARDO WICK.

54. At the time the Defendant, NARDO WICK, hired/retained/empowered/provided authority to Defendant BENTON, BENTON did not possess the temperament or personality profile required, and did not meet the proper threshold of competency or fitness or restraint to perform the work he was hired and/or retained and/or provided with the authority as agent and/or apparent authority as apparent agent, to perform.
55. At the time the Defendant, NARDO WICK, hired Defendant, BENTON, Defendant, NARDO WICK, knew or reasonably should have known of the violent propensities and/or unfitness of Defendant, BENTON to properly and safely perform the enumerated services to Defendant, NARDO WICK and Defendant, WICKED GANG.
56. At all times material hereto, Defendant, NARDO WICK, owed a duty to Plaintiff, OBREGON, to exercise caution and reasonable care in the hiring and retention and vesting of authority and/or apparent authority of employees/servants/agents/apparent agents so as not to injure the Plaintiff, OBREGON, and other members of the general public.
57. Prior to November 27, 2023, Defendant NARDO WICK, breached the above referenced duty when it hired, retained, facilitated, and otherwise empowered, Defendant, BENTON.

58. The negligence, incompetence, and/or unfitness of Defendant, BENTON, was the proximate cause of injuries and damages to the Plaintiff, OBREGON.
59. At all times material hereto, Defendant, BENTON, was acting within the course and scope of his employment/service/agency to Defendant, NARDO WICK.
60. As the direct and proximate result of Defendant's, NARDO WICK, negligence, Plaintiff, OBREGON, suffered bodily injury, as well as the resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation to a previously existing condition. The loss is permanent or continuing and Plaintiff, OBREGON, will continue to suffer such losses in the future.

WHEREFORE, Plaintiff, OBREGON, demands judgment for damages against Defendant, NARDO WICK, and claims damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) and respectfully demands a trial by jury on all issues so triable.

COUNT V
NEGLIGENT HIRING/RETENTION AGAINST WICKED GANG

61. Plaintiff re-alleges Paragraphs 1 through 27 above as set forth herein.
62. Prior to November 27, 2023, Defendant, BENTON, had committed multiple felony offenses, including but not limited to the violent offense of domestic battery by strangulation, that resulted in convictions and prison sentences.
63. At some point after Defendant, BENTON, had served his prison sentences, he was hired and/or retained, and/or provided with authority of agency, and/or provided with authority as an apparent agent, by Defendant, WICKED GANG, as an agent, representative, employee, affiliate, and/or servant of Defendant WICKED GANG to act, operate, and/or

conduct himself for the benefit of, in accordance with, as an agent for, and under the control, and/or supervision, and/or direction, and with the actual and/or apparent authority of Defendant WICKED GANG who provided BENTON with authority and access and to serve in a protector/security/bodyguard role and to physically accompany Defendants, NARDO WICK and WICKED GANG.

64. At the time the Defendant, WICKED GANG, hired/retained/empowered/provided authority to Defendant BENTON, BENTON did not possess the temperament or personality profile required, and did not meet the proper threshold of competency or fitness or restraint to perform the work he was hired and/or retained and/or provided with the authority as agent and/or apparent authority as apparent agent, to perform.
65. At the time the Defendant, WICKED GANG, hired Defendant, BENTON, Defendant, WICKED GANG, knew or reasonably should have known of the violent propensities and/or unfitness of Defendant, BENTON to properly and safely perform the enumerated services to Defendant, WICKED GANG.
66. At all times material hereto, Defendant, WICKED GANG, owed a duty to Plaintiff, OBREGON, to exercise caution and reasonable care in the hiring and retention and vesting of authority and/or apparent authority of employees/servants/agents/apparent agents so as not to injure the Plaintiff, OBGREGON, and other members of the general public.
67. Prior to November 27, 2023, Defendant WICKED GANG, breached the above referenced duty when it hired, retained, facilitated, and otherwise empowered, Defendant, BENTON.
68. The negligence, incompetence, and/or unfitness of Defendant BENTON to serve as a member, employee, agent and/or apparent agent was the proximate cause of injuries and

damages to the Plaintiff, OBREGON.

69. At all times material hereto, Defendant, BENTON, was acting within the course and scope of his employment/service/agency to Defendant, WICKED GANG.
70. As the direct and proximate result of Defendant's, WICKED GANG, negligence, Plaintiff, OBREGON, suffered bodily injury, as well as the resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation to a previously existing condition. The loss is permanent or continuing and Plaintiff, OBREGON, will continue to suffer such losses in the future.

WHEREFORE, Plaintiff, OBREGON, demands judgment for damages against Defendant, WICKED GANG, and claims damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) and respectfully demands a trial by jury on all issues so triable.

COUNT VI
NEGLIGENT SECURITY AGAINST CLUB SKYE

71. Plaintiff re-alleges Paragraphs 1 through 27 above as set forth herein.
72. At all times material, Defendant, CLUB SKYE, undertook to provide security to the area in and about their subject business establishment and had a duty to Plaintiff, OBREGON, and to other business invitees and patrons to maintain its property and surrounding premises in a reasonably safe condition and to provide adequate security and to warn Plaintiff, OBREGON, of any dangerous conditions existing at the subject premises. Defendant's duty included, but was not limited to:
 - a. Provide reasonable security measures and/or responsible security personnel to

control, patrol, and guard against criminal activity which had been occurring or was occurring at or near the vicinity of the subject premises.; and/or

b. Adequately supervise and enforce any security measures already instituted at the time of the incident complained of herein and to ensure that the security measures in place were adequate and were being reasonably performed.

73. Defendant, CLUB SKYE, through its agents, employees, officers, staff, administrators, representatives, servants, and security personnel breached the duty owed to Plaintiff, OBREGON, by committing one or more of the following negligent acts of commission and/or omission:

- a. Negligently failed to provide adequate security for lawful business invitees and patrons such as Plaintiff;
- b. Negligently failed to provide adequate security for Plaintiff despite knowledge, actual or constructive, of the unreasonable and foreseeable risk of harm within a foreseeable zone of risk;
- c. Negligently exposed Plaintiff to a foreseeable and unreasonable risk of harm or negligent force;
- d. Negligently created a foreseeable and unreasonable risk of criminal assault as follows:
 - (i) By failing to properly eject unruly patrons and personnel from the premises and contact the police instead of just allowing them to remain outside within the general vicinity of the premises;
 - (ii) By failing to provide reasonable security to patrons of the premises;

- (iii) By failing to train their employees and/or bouncers in proper security techniques;
- (iv) By failing to have an adequate security plan or protocol in place for the protection of patrons such as the Plaintiff;
- (v) By failing to train, instruct and educate its employees and/or agents in reasonably safe security procedures;
- (vi) By negligently hiring untrained security personnel;
- (vii) By negligently retaining security personnel and/or employees that were unfamiliar with reasonable safety and security plans and protocol;
- (viii) By failing to escort Defendants, NARDO WICK and WICKED GANG from the premises in a reasonably safe manner, after Defendants, NARDO WICK and WICKED GANG had demonstrated violence and aggression, when the Defendant, CLUB SKYE, knew of NARDO WICK and WICKED GANG's propensity for violence and aggression;
- (ix) By failing to timely contact the police.

74. As a direct and proximate result of Defendant's, CLUB SKYE, negligence, Plaintiff, OBREGON, suffered bodily injury, as well as the resulting pain and suffering, disability, disfigurement, mental anguish, emotional pain and suffering, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation to a previously existing condition. The loss is permanent or continuing and Plaintiff, OBREGON, will continue to suffer such losses in the future.

WHEREFORE, Plaintiff, OBREGON, demands judgment for damages against Defendant, CLUB SKYE, and claims damages in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) and respectfully demands a trial by jury on all issues so triable.

/s/ Jeffrey "Jack" Gordon, Esquire
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