

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
Case No.:

JANE DOE,
an individual,

Plaintiff,

vs.

CONOR ANTHONY MCGREGOR,
an Irish Individual,
BASKETBALL PROPERTIES, INC, a Florida Profit Corporation,
MIAMI HEAT LIMITED PARTNERSHIP, a Florida Partnership,
d/b/a "THE HEAT GROUP;" and,
COMPASS GROUP USA, a Delaware Profit Corporation,

Defendants. _____/

COMPLAINT, AND DEMAND FOR JURY TRIAL

Plaintiff, JANE DOE, through her counsel, hereby files this Complaint and Demand for Jury Trial against the Defendants, BASKETBALL PROPERTIES, INC, a Florida Profit Corporation, MIAMI HEAT LIMITED PARTNERSHIP, a Florida Partnership, and, COMPASS GROUP USA, a Delaware Profit Corporation, and states the following:

INTRODUCTION

1. This is a lawsuit arising from a sexual battery committed by CONOR ANTHONY MCGREGOR upon JANE DOE while she was a patron of the Courtside Club of the Kaseya Center, at 601 Biscayne Blvd, Miami, FL, on June 9-10, 2023.
2. Plaintiff is seeking more than the jurisdictional threshold of this Honorable Court of \$75,000.00.
3. JANE DOE is a citizen of the United States of America and a resident of Miami-Dade County in the state of Florida.

4. JANE DOE's identity is known to CONOR ANTHONY MCGREGOR, however, JANE DOE wishes to maintain her anonymity in the proceedings of this Honorable Court to avoid embarrassment and shame from the conduct discussed in this Complaint as well as to protect her privacy in her career as she is 49 years old, and employed as a Senior Wall Street Vice President at a high profile financial institution.
5. Defendant CONOR ANTHONY MCGREGOR is a citizen of Ireland.
6. CONOR ANTHONY MCGREGOR is subject to the jurisdiction of this Honorable Court pursuant to Fla. Stat. § 48.193 specifically, as he was committing a tort as described in this complaint, below. Additionally, he is subject to the general jurisdiction of this Honorable Court as he was engaged in "substantial and not isolated" business as discussed below.
7. BASKETBALL PROPERTIES, INC., is a Florida Profit Corporation.
8. MIAMI HEAT LIMITED PARTNERSHIP is a Florida Partnership.
9. COMPASS GROUP, USA, is a Delaware Profit Corporation.
10. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. §1332(a) because the amount in controversy in this claim exceeds \$75,000, exclusive of interest and costs, and is between citizens of different states and citizens of the subject of a foreign state.
11. Venue is proper in this District pursuant to 28 U.S.C. §1391 as the events and omissions giving rise to the claim occurred in this District.

FACTUAL ALLEGATIONS

**KESAYA CENTER STAFF AND SECURITY PERMITTED OVERSERVICE OF
INTOXICANTS TO CONOR ANTHONY MCGREGOR AND WERE ON NOTICE OF
CONOR ANTHONY MCGREGOR'S POTENTIAL DANGER TO PATRONS**

12. CONOR ANTHONY MCGREGOR is a left hand dominant professional boxer, actor, mixed martial artist, and businessman. He holds multiple Ultimate Fighting Championship titles and was the first fighter to hold two titles in different weight classes at the same time.
13. On June 9, 2023, the Miami Heat played the Denver Nuggets in Game 4, of the 2023 NBA finals starting after a scheduled tip off time of 8:30pm. CONOR ANTHONY MCGREGOR was present at the Kesaya Center where the Miami Heat game was hosted to promote and advertise for TIDL pain relief spray.
14. The TIDL promotion was carried out to generate revenue for BASKETBALL PROPERTIES, INC, and, MIAMI HEAT LIMITED PARTNERSHIP.
15. Agents of BASKETBALL PROPERTIES, INC., MIAMI HEAT LIMITED PARTNERSHIP, and, COMPASS GROUP USA, (hereinafter collectively "KESAYA CENTER STAFF AND SECURITY") escorted CONOR ANTHONY MCGREGOR to the Courtside Club at the Kesaya Center.
16. KESAYA CENTER STAFF AND SECURITY, provided food and beverages as well as security to CONOR ANTHONY MCGREGOR, during the first and second quarters, fending off patrons controlling crowds that gathered near him, and maintaining a perimeter around a table occupied by CONOR ANTHONY MCGREGOR.

17. KESAYA CENTER STAFF AND SECURITY further served CONOR ANTHONY MCGREGOR and others upon the request of CONOR ANTHONY MCGREGOR, food and alcohol, and allowed CONOR ANTHONY MCGREGOR free movement about the Kesaya Center.
18. During the third quarter of the game, CONOR ANTHONY MCGREGOR, went out on the Kesaya Center court with an actor wearing a “Burnie” Miami Heat Mascot costume who was wearing large boxing gloves.
19. CONOR ANTHONY MCGREGOR’s skit with “Burnie,” was a promotion of TIDL pain relief spray which CONOR ANTHONY MCGREGOR has promoted as being designed to deliver pain relief for sports like boxing, stating in social media that that TIDL spray helps make “[a]ny knocks, bruises or swelling sorted.”
20. CONOR ANTHONY MCGREGOR struck the actor wearing the “Burnie” Miami Heat Mascot costume with his bare dominant hand, knocking the actor to the ground.
21. While the actor was still on the ground, CONOR ANTHONY MCGREGOR struck the actor a second time with his ungloved left hand.
22. After the second strike, and while the actor was still on the ground, CONOR ANTHONY MCGREGOR sprayed TIDL pain relief spray upon the “Burnie” actor.
23. The “Burnie” actor was dragged from the court by KESAYA CENTER STAFF AND SECURITY and taken to a hospital to recover.
24. KESAYA CENTER STAFF AND SECURITY were on notice of the potential for staff and game patrons to be injured by CONOR ANTHONY MCGREGOR as he injured the actor wearing the “Bernie” costume such that the actor was required to seek medical care at a hospital.

25. Knowledge of the “Burnie” actor’s injuries was not public at the third quarter of the game. Knowledge of the “Burnie” actor’s injuries were known to KESAYA CENTER STAFF AND SECURITY.

**AFTER THE STRIKE ON “BURNIE,” KESAYA CENTER STAFF AND
SECURITY ESCORT CONOR ANTHONY MCGREGOR BACK TO THE
COURTSIDE CLUB**

26. After the knock-out skit of “Bernie” was completed, KESAYA CENTER STAFF AND SECURITY escorted CONOR ANTHONY MCGREGOR to the Kesaya Center’s Courtside Club.

27. At the end of the game, CONOR ANTHONY MCGREGOR engaged in amicable conversation with JANE DOE. KESAYA CENTER STAFF AND SECURITY also provided CONOR ANTHONY MCGREGOR’s access to one or more entire bottle or bottles of Proper 12 Irish Whiskey and Tequila or failed to restrict his access to an entire bottle or bottles of the Proper 12 whiskey.

28. JANE DOE’s acquaintance stated “we are leaving,” and, CONOR ANTHONY MCGREGOR’s private security or a friend of CONOR ANTHONY MCGREGOR stated “Conor told me to come get you,” and grabbed JANE DOE’S wrist and led JANE DOE and the acquaintance toward the exit of the Courtside club. Before leaving the Courtside Club, CONOR ANTHONY MCGREGOR’s friend or security stopped at the entrance to the men’s bathroom. JANE DOE requested of the friend to let go of her wrist and he said, “No, Conor will kill me if I lose you.” CONOR ANTHONY MCGREGOR then exited the men’s bathroom and grabbed JANE DOE’s hand or wrist and led her into the men’s restroom with her acquaintance to follow. At that point CONOR ANTHONY

MCGREGOR led JANE DOE to the stall, but, KESAYA CENTER STAFF AND SECURITY would not let JANE DOE's acquaintance into the stall. The loud DJ music in the Courtside club and in the bathroom area made communicating difficult and

29. While JANE DOE was evacuating her bladder and seated on the commode, CONOR ANTHONY MCGREGOR appeared to JANE DOE be under the influence of intoxicants and out of control, and attempted to forcefully place his unprotected penis into JANE DOE's mouth without her consent.
30. Thereafter, JANE DOE pulled her pants up and stood up and attempted to exit the stall. CONOR ANTHONY MCGREGOR slammed JANE DOE against the wall face first and put JANE DOE in an arm lock and attempted to forcefully place his unprotected penis into JANE DOE's anus without her consent.
31. JANE DOE returned to the Courtside club as she was waiting on her acquaintance to leave the venue.

**COUNT I – JANE DOE SUES CONOR ANTHONY MCGREGOR FOR
BATTERY**

32. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1 through 31 above.
33. CONOR ANTHONY MCGREGOR intentionally engaged in unlawful sexual contact, including attempting to forcefully place his unprotected penis into the mouth and anus of JANE DOE without her consent or permission.
34. These actions were undertaken by CONOR ANTHONY MCGREGOR intentionally, such that they were for his own sexual gratification and for the purposes of degrading Plaintiff.

35. The touching undertaken by CONOR ANTHONY MCGREGOR described herein were uninvited and offensive to Plaintiff.

36. As a direct and proximate result of CONOR ANTHONY MCGREGOR's sexual assault of Plaintiff, JANE DOE has suffered physical, psychological and emotional damages.

WHEREFORE, Plaintiff, JANE DOE demands judgment against Defendant CONOR ANTHONY MCGREGOR for past and future medical treatment, compensatory damages, and costs, and such other and further relief as this Court deems reasonable.

JANE DOE reserves the right to seek leave to amend to pursue punitive damages.

COUNT II- JANE DOE SUES KESAYA CENTER STAFF AND SECURITY FOR

GROSS NEGLIGENCE

37. JANE DOE re-alleges and re-states the allegations contained in paragraphs 1-31.

38. JANE DOE was a business invitee and owed the highest standard of care as a patron of the Kesaya Center.

39. KESAYA CENTER STAFF AND SECURITY had a duty to JANE DOE to maintain the Kesaya Center in a reasonably safe condition given the circumstances which KESAYA CENTER STAFF AND SECURITY knew or should have known.

40. This duty owed to JANE DOE included providing for JANE DOE's safety and security from other patrons who are known or should be known to KESAYA CENTER STAFF AND SECURITY as dangerous and/or overserved and under the influence of alcohol or intoxicants.

41. These actions by KESAYA CENTER STAFF AND SECURITY were motivated by the Kesaya Center's financial gain.

42. KESAYA CENTER STAFF AND SECURITY were on notice as of the third quarter of the June 9, 2023, Miami Heat game that CONOR ANTHONY MCGREGOR had injured the actor playing “Burnie,” and thus KESAYA CENTER STAFF AND SECURITY had chargeable knowledge of a heightened risk of battery being carried out by CONOR ANTHONY MCGREGOR.
43. This knowledge of this heightened risk is chargeable to KESAYA CENTER STAFF AND SECURITY and the failure of KESAYA CENTER STAFF AND SECURITY to warn and protect JANE DOE from CONOR ANTHONY MCGREGOR demonstrates a conscious disregard for the safety of patrons similarly situated to and including JANE DOE.
44. KESAYA CENTER STAFF AND SECURITY’s conduct was so reckless or wanting in care that it constituted a conscious disregard or indifference to the life, safety, or rights of persons exposed to such conduct.
45. KESAYA CENTER STAFF AND SECURITY had actual knowledge of the wrongfulness of the conduct and the high probability that injury or damage to the claimant would result and, despite that knowledge, intentionally pursued that course of conduct and allowed CONOR ANTHONY MCGREGOR unfettered access to the Courtside Club resulting in injury to JANE DOE.
46. The special treatment of CONOR ANTHONY MCGREGOR by allowing him to pour his own alcoholic drinks as well as the failure to cut CONOR ANTHONY MCGREGOR’s access to alcoholic beverages off after he was overserved demonstrates a conscious disregard for the safety patrons similarly situated to and including JANE DOE.

47. KESAYA CENTER STAFF AND SECURITY's failure to provide adequate security to protect JANE DOE from CONOR ANTHONY MCGREGOR was a breach of KESAYA CENTER STAFF AND SECURITY's duty to JANE DOE.

48. JANE DOE was injured by KESAYA CENTER STAFF AND SECURITY's failure to protect her.

WHEREFORE, Plaintiff, JANE DOE demands judgment against Defendants BASKETBALL PROPERTIES, INC, MIAMI HEAT LIMITED PARTNERSHIP, d/b/a "THE HEAT GROUP;" and, COMPASS GROUP USA for past and future medical treatment, compensatory damages, costs, and such other and further relief as this Court deems reasonable. JANE DOE reserves the right to seek leave to amend to pursue punitive damages.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated: January 14, 2025

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/s/James R. Dunn
James R. Dunn
FBN 40950

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS

DEFENDANTS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF 1 1 Incorporated or Principal Place of Business In This State
2 2 Incorporated and Principal Place of Business In Another State
3 3 Foreign Nation
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN

(Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Reremanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE:

DOCKET NUMBER:

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

VII. CAUSE OF ACTION

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE SIGNATURE OF ATTORNEY OF RECORD

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment)”.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

V. Origin. Place an “X” in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge’s decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
 Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an “X” in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.