



Court Finds That Mets Did Not Owe a Duty to Provide Security Outside Shea Stadium or to Prevent Spontaneous Fight !

Matthew Staudt v. Sterling Mets, LP d/b/a New York Mets Supreme Court, Queens County Index No 22408/09 August 31, 2011

Matthew Staudt alleged that on August 20, 2008, he sustained personal injuries during a fight with several unidentified individuals outside Shea Stadium, while leaving a New York Mets baseball game. Judge Kevin J. Kerrigan, sitting in Supreme Court, Queens County, granted a motion for summary judgment in favor of the defendant, Sterling Mets, LP, and dismissed all claims against it.

In support of its summary judgment motion, Sterling argued that it did not owe a duty as it was not responsible for providing security outside the stadium. Sterling relied upon the stadium lease agreement between it and the City of New York, along with the deposition testimony and an affidavit of its director of stadium operations and deposition testimony of event personnel. Further, Sterling argued that it did not owe a duty to the plaintiff because the alleged assault by unidentified individuals was sudden, unexpected and not foreseeable. The plaintiff and several nonparty witnesses all testified that the incident occurred suddenly and unexpectedly.

Accordingly, Sterling did not foresee the assault, particularly given that it occurred outside the stadium in an area in which Sterling had no responsibility. In opposition to Sterling's motion, the plaintiff claimed that Sterling owed a duty to secure the "stadium approach area" pursuant to the stadium lease agreement. The plaintiff further alleged that Sterling breached its duty by failing to instruct the unidentified assailants to "stop at the gate." Judge Kerrigan granted Sterling's motion for summary judgment, holding that Sterling met its burden of proof and demonstrated that it was not responsible for providing security outside the stadium. Rather, it was the responsibility of the New York City Police Department to provide security outside the stadium, including the walkways outside the turnstiles and the parking lot.

The court further held that the stadium lease agreement granted the City the exclusive right to operate and control the parking lot outside of the stadium. Finally, the court held that the plaintiff's incident was unforeseeable and resulted from a spontaneous fight between two groups of unidentified individuals, and as such, Sterling did not owe a duty to prevent such an assault.

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