

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

J. DOE NO. 1

Plaintiff

vs.

BROWN UNIVERSITY

Defendant

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C.A. No.: PC-2026-

COMPLAINT

PARTIES AND JURISDICTION

1. Plaintiff is a resident of a state within the continental United States, outside of Rhode Island.

2. Defendant Brown University ("Brown") is a nonprofit corporation organized under the laws of the State of Rhode Island, with its principal place of business at 1 Prospect Street, Providence, Rhode Island. At all relevant times, Brown owned, operated, and controlled its campus and facilities in Providence, including the Barus and Holley Building located at 184 Hope Street, Providence ("Barus and Holley").

3. The amount in controversy exceeds the sum of \$10,000, exclusive of interest and costs, and is, otherwise, sufficient to establish the jurisdiction of this Court.

4. Venue is proper in Providence County.

FACTS

5. On December 13, 2025, Plaintiff was a first-year college student at Brown.

6. At all times relevant hereto, Barus and Holley was a Brown academic facility used by students and faculty for classes, studying, and examination review sessions. Brown has publicly described Barus and Holley as a 220,000-square-foot, seven-story building, built in 1965, that houses the School of Engineering and the Physics Department, and contains numerous laboratories, offices, classrooms, laboratory classrooms, and lecture halls.

7. A significant portion of Brown's campus, including Barus and Holley, is not a closed or self-contained campus physically separated from the surrounding East Side neighborhood of Providence. Rather, it is integrated into that neighborhood, with public streets, sidewalks, and non-university buildings in close proximity to and interspersed with university facilities. As a result, Barus and Holley was readily accessible from public areas and was not physically segregated from the surrounding community.

8. One of the lecture halls located within Barus and Holley is Room 166, also known as Tanner Auditorium, where the shooting at issue in this case occurred.

9. Tanner Auditorium is a large, tiered lecture hall configured in a steep, stadium-style arrangement with fixed seating arranged in rows that ascend upward from the front of the room to the rear. The room contains a central lecture area at the front of the hall and fixed seating oriented toward that front area.

10. Tanner Auditorium has primary points of ingress and egress located at or near the upper/rear portion of the lecture hall, such that persons entering from the hallway can access the upper rows of seating and descend downward into the room.

11. The layout of the room places occupants seated in the lower rows physically below persons entering from the rear of the room, and the fixed seating and tiered configuration substantially limit lateral movement or rapid egress by occupants in the lower rows.

12. At all times relevant hereto, Plaintiff participated in academic activities in Barus and Holley including Tanner Auditorium.

13. On December 13, 2025, Plaintiff was lawfully present in Tanner Auditorium attending a Principles of Economics examination review session scheduled from approximately 2:00 p.m. to 4:00 p.m.

14. In the weeks and days leading up to December 13, 2025, Claudio Manuel Neves Valente ("Valente"), a former Brown student, was repeatedly present on or in the immediate vicinity of Brown's campus, including inside and around Barus and Holley.

15. In the weeks preceding the shooting, Brown custodian Derek Lisi observed Valente inside Barus and Holley on approximately a dozen occasions. During these encounters, Lisi observed Valente pacing hallways, peering into classrooms, and moving in and out of bathrooms in a manner he considered suspicious, including repeated presence in and around the area of Tanner Auditorium, where the shooting later occurred.

16. Before December 13, 2025, Lisi reported this suspicious activity to Brown campus security. In particular, Lisi reported that the individual appeared to be surveilling or "casing" the building, described him as walking with a noticeable limp, and identified specific prior encounters, including encounters on or about

November 28, 2025, and December 1, 2025. Upon information and belief, Brown University surveillance footage from December 1, 2025, captured an individual matching this description in the area of Barus and Holley.

17. Despite Lisi's reports and the suspicious nature of Valente's repeated presence and conduct in and around Barus and Holley, Brown University took no known reasonable or meaningful steps to investigate the reported threat, identify Valente, restrict his access to the building, increase monitoring or security presence, or otherwise secure Barus and Holley.

18. On December 13, 2025, surveillance footage from residences and businesses in the area surrounding Barus and Holley showed Valente in the immediate vicinity of the building as early as 10:35 a.m., with additional sightings throughout the day, including at approximately 2:52 p.m. and 2:56 p.m. as he crossed toward the parking lot abutting Hope Street.

19. In the hours before the shooting, another witness later identified publicly only as "John" encountered Valente in or around Barus and Holley and observed conduct and clothing he regarded as suspicious. After the shooting, John provided law enforcement with information concerning Valente's appearance and movements that materially assisted the investigation.

20. At all times relevant hereto, Barus and Holley was equipped with only two exterior cameras, and interior camera coverage did not include Tanner Auditorium or the hallways immediately surrounding it.

21. At all times relevant hereto, notwithstanding its location within an open, urban campus environment, Barus and Holley was open and accessible without meaningful entry restriction, and neither the building generally nor Tanner Auditorium specifically was protected by secured-entry measures requiring individualized authorization for ingress. Students and non-students alike were free to enter and move through the building without meaningful restriction, including during the examination period and notwithstanding prior reports of suspicious activity involving Valente.

22. At all times relevant hereto, Brown did not maintain any meaningful or effective security presence at the relevant entrances to Barus and Holley to screen, question, deter, or restrict entry during the examination period, notwithstanding the obvious student use of the building, its integration into the surrounding urban environment, and the prior reports concerning Valente's suspicious presence there.

23. Shortly after 4:00 p.m., Valente entered Tanner Auditorium armed with semiautomatic firearms and opened fire on the students present. Witnesses described Valente as entering from the rear/top of the auditorium and walking downward while firing across the room and toward the front. As the shooting unfolded, some students ran to the teacher's desk at the front of the auditorium and hid there, while others attempted to shield themselves by crouching behind the stadium-style seats until police arrived.

24. In total, eleven students were struck by gunfire during the attack, two of whom were killed. Plaintiff was among the surviving victims and was seriously injured.

25. Police later recovered extensive ballistic evidence from the scene, including forty-four spent 9-millimeter shell casings, one unfired cartridge casing, numerous projectiles and projectile fragments, and two high-capacity magazines.

26. On or about December 18, 2025, five days after the shooting, Valente was found dead from a self-inflicted gunshot wound at a storage facility in Salem, New Hampshire.

27. Post-incident investigative materials indicated that the shooting was the product of extended planning rather than a spontaneous act. Publicly reported translated transcripts of videos attributed to Valente state that he had been planning the attack for more than six semesters and had “plenty of opportunities” to carry it out earlier, but had “always chickened out.”

28. Following the December 13, 2025, shooting, Brown undertook measures to enhance campus safety, which Brown should have undertaken earlier.

COUNT I

NEGLIGENCE - DEFENDANT BROWN UNIVERSITY

29. All prior paragraphs are incorporated herein by reference.

30. At all times relevant hereto, Brown, by and through its agents, servants, and employees, owed Plaintiff, as well as other students, faculty, and individuals present at Barus and Holley for scheduled academic or other lawful activities, a duty to exercise reasonable care under the circumstances to maintain a reasonably safe premises and to protect them from and warn them of foreseeable harm, including foreseeable violent criminal harm by third parties. Those duties arose from Brown’s ownership,

operation, and control of Barus and Holley and its undertaking to provide a generally safe premises inclusive of security, access control, monitoring, and emergency response measures for those lawfully present therein.

31. Nevertheless, Brown, by and through its agents, servants, and employees, breached its duties by failing to implement and maintain reasonable and appropriate security measures at Barus and Holley, including but not limited to failing to provide adequate access control, surveillance, monitoring, and security presence, thereby rendering the premises unsecure and otherwise unsafe for Plaintiff, other students, faculty and others lawfully present there.

32. Brown further breached its duties by failing to take reasonable and appropriate security measures despite receiving specific reports concerning Valente's suspicious presence and conduct in and around Barus and Holley, including, but not limited to, failing to investigate the threat, identify Valente, restrict or control access to Barus and Holley, including Tanner Auditorium, provide or maintain adequate monitoring and security presence, and warn Plaintiff and others lawfully present there.

33. As a direct and proximate result of Brown's aforementioned acts of negligence, Plaintiff suffered and became afflicted with grave and severe personal injuries, causing Plaintiff to suffer great pain of body, mind, nerves and nervous system, incur significant medical expenses, and extreme conscious pain and suffering and emotional distress all of which will continue into the future and are, otherwise, permanent.

WHEREFORE, Plaintiff demands judgment against Defendant Brown University for compensatory damages, plus interest, costs and such further relief as this court deems just and reasonable.

COUNT II

NEGLIGENT SECURITY - DEFENDANT BROWN UNIVERSITY

34. All prior paragraphs are incorporated herein by reference.

35. At all times relevant hereto, Brown, by and through its agents, servants, and employees, undertook to provide and maintain security measures for Plaintiff, as well as other students, faculty, and individuals present at Barus and Holley for scheduled academic or other lawful activities. Given that undertaking, Brown's control over the premises, and its receipt of specific reports concerning Valente's suspicious presence and conduct indicating a potential threat, Brown owed Plaintiff as well as other students, faculty, and individuals present at Barus and Holley for scheduled academic or other lawful activities a duty to exercise reasonable care under the circumstances to protect Plaintiff and others from and warn them of foreseeable harm, including foreseeable violent criminal harm by Valente.

36. Nevertheless, Brown, by and through its agents, servants, and employees, breached its duties by failing to implement and maintain reasonable and appropriate security measures at Barus and Holley, including but not limited to failing to provide adequate access control, surveillance, monitoring, and security presence, thereby rendering the premises unsecure and otherwise unsafe for Plaintiff, other students, faculty and others lawfully present there.

37. Brown further breached its duties by failing to take reasonable and appropriate security measures despite receiving specific reports concerning Valente's suspicious presence and conduct in and around Barus and Holley, including, but not limited to, failing to investigate the threat, identify Valente, restrict or control access to Barus and Holley, including Tanner Auditorium, provide or maintain adequate monitoring and security presence, and warn Plaintiff and others lawfully present there.

38. As a direct and proximate result of Brown's aforementioned acts of negligence, Plaintiff suffered and became afflicted with grave and severe personal injuries, causing Plaintiff to suffer great pain of body, mind, nerves and nervous system, incur significant medical expenses, and extreme conscious pain and suffering and emotional distress all of which will continue into the future and are, otherwise, permanent.

WHEREFORE, Plaintiff demands judgment against Defendant Brown University for compensatory damages, plus interest, costs and such further relief as this court deems just and reasonable.

COUNT III

PREMISES LIABILITY - DEFENDANT BROWN UNIVERSITY

39. All prior paragraphs are incorporated herein by reference.

40. At all times relevant hereto, Brown by and through its agents, servants, and employees, owned, operated, occupied, possessed, managed, maintained and/or controlled Barus and Holley, including Tanner Auditorium, and opened up the property/premises to its students and faculty.

41. At all times relevant hereto, Plaintiff was lawfully present at Barus and Holley as a Brown student attending a scheduled academic review session and was exercising due care for his own safety and well-being.

42. At all times relevant hereto, Brown by and through its agents, servants, and employees owed Plaintiff, as well as other students, faculty, and individuals present at Barus and Holley for scheduled academic or other lawful activities, a duty to exercise reasonable care under the circumstances to maintain a reasonably safe premises and to protect them from and warn them of foreseeable harm, including foreseeable violent criminal harm by third parties. Those duties arose from Brown's ownership, operation, and control of Barus and Holley and its undertaking to provide a generally safe premises inclusive of security, access control, monitoring, and emergency response measures for those lawfully present.

43. Nevertheless, Brown, by and through its agents, servants, and employees, breached its duties by failing to implement and maintain reasonable and appropriate security measures at Barus and Holley, including but not limited to failing to provide adequate access control, surveillance, monitoring, and security presence, thereby rendering the premises unsecure and otherwise unsafe for Plaintiff, other students, faculty and others lawfully present there.

44. Brown further breached its duties by failing to take reasonable and appropriate security measures despite receiving specific reports concerning Valente's suspicious presence and conduct in and around Barus and Holley, including, but not limited to, failing to investigate the threat, identify Valente, restrict or control access to

Barus and Holley, including Tanner Auditorium, provide or maintain adequate monitoring and security presence, and warn Plaintiff and others lawfully present there.

45. As a direct and proximate result of Brown's aforementioned acts of negligence, Plaintiff suffered and became afflicted with grave and severe personal injuries, causing Plaintiff to suffer great pain of body, mind, nerves and nervous system, incur significant medical expenses, and extreme conscious pain and suffering and emotional distress all of which will continue into the future and are, otherwise, permanent.

WHEREFORE, Plaintiff demands judgment against Defendant Brown University for compensatory damages, plus interest, costs and such further relief as this court deems just and reasonable.

COUNT IV

NEGLIGENT HIRING, TRAINING, SUPERVISION AND RETENTION - DEFENDANT BROWN UNIVERSITY

46. All prior paragraphs are incorporated herein by reference.

47. At all times relevant hereto, Brown, by and through its agents, servants, and employees, responsible for campus safety, building security, access control, surveillance, and emergency notification, owed Plaintiff, as well as other students, faculty, and individuals present at Barus and Holley for scheduled academic or other lawful activities, a duty to exercise reasonable care in the hiring, training, supervision, and retention of such personnel so as to ensure that such premises was maintained in a generally safe condition inclusive of ensuring that reasonable and effective security,

access control, monitoring, and emergency response measures were implemented for the protection of those lawfully present.

48. Nevertheless, Brown, by and through its agents, servants, and employees, breached that duty by failing to properly hire, train, supervise, and retain its personnel responsible for campus safety and building security, thereby failing to ensure that such personnel maintained a generally safe premises and otherwise reasonably responded to reported suspicious conduct indicating a potential threat, including by failing to investigate the threat, identify Valente, restrict or control access to Barus and Holley, including Tanner Auditorium, provide or maintain adequate monitoring and security presence, and warn Plaintiff and others lawfully present there.

49. As a direct and proximate result of Brown's aforementioned acts of negligence, Plaintiff suffered and became afflicted with grave and severe personal injuries, causing Plaintiff to suffer great pain of body, mind, nerves and nervous system, incur significant medical expenses, and extreme conscious pain and suffering and emotional distress all of which will continue into the future and are, otherwise, permanent.

WHEREFORE, Plaintiff demands judgment against Defendant Brown University for compensatory damages, plus interest, costs and such further relief as this court deems just and reasonable.

COUNT V

PUNITIVE DAMAGES - DEFENDANT BROWN UNIVERSITY

50. All prior paragraphs are incorporated herein by reference.

51. At all times relevant hereto, Brown, by and through its agents, servants, and employees, owed Plaintiff, as well as other students, faculty, and individuals present at Barus and Holley for scheduled academic or other lawful activities, a duty to exercise reasonable care under the circumstances to maintain a reasonably safe premises and to protect them from and warn them of foreseeable harm, including foreseeable violent criminal harm by third parties. Those duties arose from Brown's ownership, operation, and control of Barus and Holley and its undertaking to provide a generally safe premises inclusive of security, access control, monitoring, and emergency response measures for those lawfully present therein.

52. Nevertheless, Brown, by and through its agents, servants, and employees, breached its duties by failing to implement and maintain reasonable and appropriate security measures at Barus and Holley, including but not limited to failing to provide adequate access control, surveillance, monitoring, and security presence, thereby rendering the premises unsecure and otherwise unsafe for Plaintiff, other students, faculty and others lawfully present there.

53. Brown further breached its duties by failing to take reasonable and appropriate security measures despite receiving specific reports concerning Valente's suspicious presence and conduct in and around Barus and Holley, including, but not limited to, failing to investigate the threat, identify Valente, restrict or control access to

Barus and Holley, including Tanner Auditorium, provide or maintain adequate monitoring and security presence, and warn Plaintiff and others lawfully present there.

54. As a direct and proximate result of Brown's aforementioned acts of negligence, a mass shooting occurred in which eleven students were shot, two of whom died, and nine of whom, including Plaintiff, survived. Plaintiff suffered and became afflicted with grave and severe personal injuries, causing Plaintiff to suffer great pain of body, mind, nerves and nervous system, incur significant medical expenses, and extreme conscious pain and suffering and emotional distress all of which will continue into the future and are, otherwise, permanent.

55. Brown's conduct, as alleged herein, was so willful, reckless, and wicked as to amount to criminality, which, for the good of society and as a warning to Brown, ought to be punished by an award of punitive damages over and above that provided in an award of compensatory damages.

WHEREFORE, Plaintiff demands judgment against Defendant Brown University for punitive damages, plus interest, costs and such further relief as this court deems just and reasonable.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury and designates Mark B. Decof, Jeffrey A. Mega and Michael P. Quinn, Jr. as trial counsel.

Plaintiff,

By their Attorneys,

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/s/ Michael J. Stevenson

Michael J. Stevenson

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Dated: April 23, 2026

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