

EXHIBIT A

4845-3057-6394.1


CLERK OF THE COURT

1 **COMP**
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7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 X'ZAVION HAWKINS,
10 Plaintiff,

11 vs.

12 GGP MEADOWS MALL LLC, a Delaware
13 Limited Liability Company; MYDATT
14 SERVICES, INC. d/b/a VALOR SECURITY
15 SERVICES, an Ohio Corporation; MARK
16 WARNER, individually; DOES 1 through 10;
DOE SECURITY GUARDS 11 through 20; and
ROE ENTITIES 21 through 30, inclusive,
Defendants.

CASE NO.: **A- 15- 717577- C**
DEPT. NO.:

COMPLAINT

XI I

17 Plaintiff X'ZAVION HAWKINS, by and through his counsel, INJURY LAWYERS OF
18 NEVADA, complains and alleges against Defendants, and each of them, as follows:

19 **JURISDICTION**

20 1. That at all times relevant herein, Plaintiff X'ZAVION HAWKINS, (hereinafter referred
21 to as "Plaintiff") was and is a resident of Clark County, Nevada.

22 2. That at all times relevant hereto, Defendant GGP MEADOWS MALL LLC (hereinafter
23 referred to as "Defendant GGP") was and is a Delaware Limited Liability Company registered in
24 Nevada, in good standing, and licensed to conduct business in Clark County.

25 3. That at all times relevant hereto, Defendant MYDATT SERVICES, INC. d/b/a VALOR
26 SECURITY SERVICES (hereinafter referred to as "Defendant Valor") was and is an Ohio corporation
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1 registered in Nevada, in good standing, doing business in Clark County Nevada as VALOR
2 SECURITY SERVICES.

3 4. That at all times relevant hereto, Defendant GGP owned, operated and leased a portion
4 of the real property located at or near 4300 Meadows Lane in Las Vegas, Nevada, commonly known as
5 Meadows Mall, as a commercial venue open to the public for retail shopping, dining and entertainment.

6 5. That at all times relevant hereto, Defendant Valor was in charge of keeping the patrons
7 of Meadows Mall safe from unreasonable harm and threat of harm while on the premises.

8 6. Upon information and belief, at all times relevant hereto, Defendant MARK WARNER
9 (hereinafter referred to as "Defendant WARNER"), an individual, was and is a resident of Nevada
10 employed as the Head Security Director of Meadows Mall and was responsible for keeping the patrons
11 of Meadows Mall safe from unreasonable harm and threat of harm while on the premises.

12 7. All the facts and circumstances that give rise to the subject lawsuit occurred in Clark
13 County, Nevada.

14 8. On information and belief, each of the Defendants, including those designated herein as
15 DOES 1 through 10, DOE SECURITY GUARDS 11 through 20, and ROE ENTITIES 21 through 30,
16 are legally responsible for the events and happenings stated in this Complaint, and, thus, proximately
17 caused the injuries and damages to Plaintiff for negligently, or in some other actionable manner,
18 proximately causing Plaintiff's injuries and damages as herein alleged for failing to provide adequate
19 protections and security, acting in a way which invited crime to the premises and failing to keep the
20 premises free from dangerous and harmful conditions, including, but not limited to, crowd control for
21 the shoe launch. At such time that Plaintiff determines the true identities of the DOE and DOE
22 SECURITY GUARDS and ROE ENTITIES, Plaintiff will seek leave of this Court to amend this
23 Complaint to set forth the proper names of those Defendants as well as asserting appropriate charging
24 allegations.
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1 9. On information and belief, DOES 1 through 10, DOE SECURITY GUARDS 11 through
2 20 and ROE ENTITIES 21 through 30 were involved in the initiation, approval, support or execution of
3 the wrongful acts upon which this litigation is premised, or of similar actions against Plaintiff, of which
4 Plaintiff is presently unaware.

5
6 **FACTS COMMON TO ALL CAUSES OF ACTION**

7 10. Defendants all had notice that Meadows Mall is located in a dangerous high crime area,
8 that numerous crimes had previously occurred on the property, that criminals from the community
9 came onto the premises and committed violent criminal acts, and that a stronger security presence, or
10 any security presence for that matter, was required to keep patrons of Meadows Mall safe.

11 11. Defendants all had notice that violence, including, but not limited to, fights and/or
12 slayings over Air Jordan and other professional athlete-endorsed shoes and/or the launch of Air Jordan
13 and other professional athlete-endorsed shoes and are not uncommon both locally and nationally.

14 12. On or about August 17, 2013, Defendants all knew that the Air Jordan 4 "Green Glow"
15 shoe launch would be taking place at Meadows Mall.

16 13. Based on previous experience, Defendants knew or should have known patrons
17 participating in the Air Jordan 4 "Green Glow" shoe launch would arrive at Meadows Mall very early
18 before the entrance doors opened to increase their chance of obtaining a pair of the limited quantity of
19 shoes.

20 14. Defendants negligently failed to take action to keep Meadows Mall patrons participating
21 in the shoe launch free from unreasonable harm or threat of harm while on the premises.

22 15. On or about August 17, 2013, Plaintiff's minor female cousin wanted to go to Meadows
23 mall to participate in the shoe launch.

24 16. Plaintiff accompanied his minor female cousin to Meadows Mall during the early
25 morning hours to wait with other patrons participating in the shoe launch.
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1 17. After Plaintiff and his minor female cousin arrived at Meadows Mall they found a place
2 near the south entrance where all the other patrons had gathered to wait for the doors to open. While
3 they were waiting, they stood in the area of the entrance or sat on a bench near the entrance.

4 18. At no time did Plaintiff observe any individuals who appeared to be associated with
5 security for Meadows Mall.

6 19. At no time did Plaintiff observe any police cars or individuals who appeared to be
7 associated with law enforcement assisting with crowd control or keeping the peace.

8 20. While it was still dark outside and several hours remained before the entrance doors
9 would open, a group of young men present for the shoe launch approached Plaintiff and his minor
10 female cousin.

11 21. One of the young men in the group stared at Plaintiff and rushed toward him in a
12 threatening manner.

13 22. Plaintiff was first physically assaulted by one of the young men in the group and
14 knocked to the ground. Plaintiff then heard the young man yell to one of the other young men in the
15 group something that sounded like, "Get him, Zach!"

16 23. Plaintiff then recalls hearing a number of gun shots ring out and Plaintiff suffered
17 multiple gun shot wounds.

18 24. Plaintiff recalls being assisted by another patron who had been waiting in line for the
19 shoe launch.

20 25. Plaintiff then recalls that police officers arrived at the scene and emergency personnel
21 transported him from the scene.

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1 FIRST CAUSE OF ACTION

2 (Negligence)

3 26. Plaintiff hereby repeats, re-alleges and incorporates by reference each and every
4 allegation set forth in the above paragraphs as though each were set forth herein verbatim.
5

6 27. Defendants, and each of them, owed a duty of care to Plaintiff to keep the premises free
7 of unreasonably dangerous and unsafe conditions during the shoe launch, to take reasonable steps to
8 reduce or curtail the amount of crime at the premises during the shoe launch, and to avoid acting in a
9 way to invite crime to the premises during the shoe launch.

10 28. Defendants, and each of them, created an unreasonably dangerous and unsafe condition
11 by failing to exercise reasonable crowd control at the time of the shoe launch.
12

13 29. Defendants, and each of them, allowed the Meadows Mall patrons waiting for the shoe
14 launch to wait unattended for hours outside the locked doors.

15 30. Defendants, and each of them, breached their duties owed to Plaintiff by their
16 negligence, carelessness, lack of due care and prudence by failing to provide adequate security,
17 including, but not limited to, the following:

18 a. Failing to provide adequate security to Meadows Mall patrons during the shoe
19 launch;
20

21 b. Failing to take adequate measures to ensure the safety of Meadows Mall patrons
22 during the shoe launch;

23 c. Failing to provide an adequate number of guards and/or patrols at Meadows Mall
24 during the shoe launch;

25 d. Failing to properly, responsibly and prudently hire and train security personnel;

26 e. Failing to properly, responsibly and prudently manage the premises;
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1 f. Failing to properly, responsibly and prudently supervise and/or manage security
2 personnel once they were hired;

3 g. Failing to properly, responsibly and prudently train security personnel or instruct
4 them as to their duties; and

5 h. Actively or passively allowing criminal activities to take place on the premises.

6
7 31. Upon information and belief, Defendants knew or should have known that Meadows
8 Mall is and was located in a high crime area, and needed added security measures to deal with the
9 same.

10 32. Upon information and belief, Defendants knew or should have known Meadows Mall
11 where Plaintiff was injured had numerous past incidents which were the same or substantially similar in
12 nature as to put Defendants on notice that the area and location was prone to violent criminal acts
13 against Meadows Mall's patrons and third parties.

14
15 33. Upon information and belief, Defendants knew or should have known that Meadows
16 Mall needed added security measures to handle crowd control during the shoe launch because such
17 shoe launches were and are prone to violent criminal acts against shoe launch participants.

18 34. Defendants owed Plaintiff the duty to exercise due care not to subject Plaintiff to a
19 foreseeable risk of harm.

20
21 35. As a direct and proximate result of the negligent actions of Defendants, Plaintiff
22 sustained bodily injury, some of which are severe, chronic, debilitating and permanent in nature.

23 36. As a further and direct and proximate result of Defendants' actions, Plaintiff suffered
24 multiple gunshot wounds resulting in scarring, disfigurement and permanent paralysis from the waist
25 down. He cannot walk or care for his daily needs without assistance from family and friends. He will
26 likely never be able to work or maintain any employment for the rest of his life.

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1 37. As a further direct and proximate result of Defendants' actions, Plaintiff suffered and
2 will continue to suffer mental and physical pain in an amount in excess of Ten Thousand Dollars
3 (\$10,000.00).

4 38. As a further direct and proximate result of Defendants' actions, Plaintiff has incurred,
5 and will continue to incur, obligations and expenses for medical and associated treatment all to his
6 damage in an amount in excess of Ten Thousand Dollars (\$10,000.00). Plaintiff prays for leave of the
7 Court to insert all said damages herein when the same have been fully ascertained or proven at the time
8 of trial of this matter.

9 39. As a further direct and proximate result of Defendants' actions, Plaintiff incurred and
10 may continue to incur, court costs and attorney's fees in a continuing amount, and he should be entitled
11 to reasonable attorney's fees and costs in a continuing amount to be proven at trial.
12

13 **SECOND CAUSE OF ACTION**

14 **(Respondeat Superior)**

15 40. Plaintiff hereby repeats, re-alleges and incorporates by reference each and every
16 allegation set forth in the above paragraphs as though each were set forth herein verbatim.
17

18 41. Defendant WARNER, as Head Security Director for Meadows Mall, was acting in the
19 course and scope of his employment with Defendant GGP when he breached his duty of due care to
20 Plaintiff, and, accordingly, Defendant GGP is liable for the negligent acts of its employee under the
21 doctrine of respondeat superior.
22

23 42. Upon information and belief, DOE SECURITY GUARDS 11 through 20 were acting in
24 the course and scope of their employment with Defendant Valor as security personnel at Meadows Mall
25 when they breached their duty of due care to Plaintiff, and, accordingly, Defendant Valor is liable for
26 the negligent acts of its employees under the doctrine of respondeat superior.
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1 43. At all times relevant herein, Defendants WARNER and DOE SECURITY GUARDS 11
2 through 20 were acting in the furtherance of Meadows Mall and each other Defendant's official and/or
3 business interests.

4 44. The bad acts of Defendants WARNER and DOE SECURITY GUARDS 11 through 20
5 detailed herein were likely, probable, and/or foreseeable, and committed while committed while "on the
6 clock."

7
8 45. Accordingly, Defendants GGP and Defendant Valor are vicariously liable for the
9 intentional, reckless, and/or negligent acts of their employees, which were the actual and proximate
10 cause of Plaintiff's injuries and damages.

11 46. That as a direct and proximate result of the negligence, carelessness and/or recklessness
12 of Defendants WARNER and DOE SECURITY GUARDS 11 through 20, Plaintiff sustained great
13 emotional distress and bodily trauma, all or some of which may be permanent and disabling in nature,
14 including permanent paralysis from the waist down, all to his general and compensatory damage in an
15 amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).

16
17 47. Plaintiff has been required to incur attorney's fees and costs in brining this action for
18 respondeat superior, and requests that the Court grant reasonable attorney's fees and costs in a
19 continuing amount to be proven at trial.

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21 **THIRD CAUSE OF ACTION**

22 **(Gross Negligence)**

23 48. Plaintiff hereby repeats, re-alleges and incorporates by reference each and every
24 allegation set forth in the above paragraphs as though each were set forth herein verbatim.

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1 49. In committing the negligence mentioned above, Defendants engaged in despicable
2 conduct with a conscious disregard for the rights or safety of others and/or Defendants acted with the
3 knowledge of the probable harmful consequences of their wrongful acts and willfully and deliberately
4 failed to act to avoid those consequences.

5 50. Defendant's failure to take action to eliminate the hazardous condition created by the
6 lack of crowd control during the shoe launch is so reckless that it demonstrates a substantial lack of
7 concern for whether an injury will result.

8 51. Defendants' conduct described herein was done with a conscious disregard of the rights
9 and safety of the public, including Plaintiff, with the intent to vex, injure and annoy the Plaintiff, such
10 as to constitute oppression, malice or fraud and/or wanton and/or willful disregard of Plaintiff's rights
11 as set forth and defined under the laws of the State of Nevada, entitling Plaintiff to punitive damages in
12 an amount appropriate to punish or set an example of the Defendants.

13 52. Defendants knew and/or should have known to a substantial degree of certainty that their
14 actions would result in injury to Plaintiff or other patrons waiting for the shoe launch. Accordingly,
15 Defendants are liable for punitive damages.

16 53. That as a direct and proximate result of the Defendants' negligent acts, Plaintiff was
17 permanently paralyzed from the waist down, which has caused him great suffering, and he will
18 continue to experience pain, suffering, emotional distress, loss of enjoyment and medical expenses, all
19 to his special and general damage in an amount in excess of Ten Thousand Dollars (\$10,000.00).

20 54. That as a further direct and proximate result of the recklessness, carelessness and
21 negligence of Defendants, Plaintiff has been required to retain the services of counsel to represent him
22 in the above-entitled matter, and he should be entitled to reasonable attorney's fees and costs to be
23 proven at trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff X'ZAVION HAWKINS, reserving the right to amend this Complaint at the time of trial to include all items of damages not yet ascertained, prays for judgment against Defendants, and each of them, as follows:

1. For damages in excess of \$10,000.00 for past, present and future medical expenses;
2. For past, present and future pain and suffering in excess of \$10,000.00;
3. For hedonic damages in excess of \$10,000.00;
4. For loss of income, wages and ability to work, as well as other economic damages in excess of \$10,000.00;
5. For punitive and exemplary damages in excess of \$10,000.00;
6. For attorneys' fees and costs of suit incurred herein; and
7. For such other and further relief as this Court may deem just and proper.

DATED this 27th day of April, 2015.

INJURY LAWYERS OF NEVADA



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11 *Attorneys for Plaintiff*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 X'ZAVION HAWKINS,
10 Plaintiff,

11 vs.

12 GGP MEADOWS MALL, LLC, a Delaware
13 Limited Liability Company; MYDATT
14 SERVICES, INC. d/b/a VALOR SECURITY
15 SERVICES, an Ohio Corporation; MARK
16 WARNER, individually; DOES 1 through 10;
17 DOE SECURITY GUARDS 11 through 20; and
18 ROE ENTITIES 21 through 30, inclusive,
19 Defendants.

CASE NO.:
DEPT. NO.:

**INITIAL APPEARANCE FEE
DISCLOSURE**

17 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
18 parties appearing in the above entitled action as indicated below:

19 X'ZAVION HAWKINS, Plaintiff	<u>\$270.00</u>
20 TOTAL:	\$270.00

21 DATED this 27th day of April, 2015.

22 **INJURY LAWYERS OF NEVADA**

23
24 By: Jolene J. Manke
25 DAVID J. CHURCHILL (SBN: 7308)
26 JOLENE J. MANKE (SBN: 7436)
27 6900 Westcliff Drive, Suite 707
28 Las Vegas, Nevada 89145
Attorneys for Plaintiff

EXHIBIT B

4845-3057-6394.1

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT

Event #: 130817-0794
Statement Of: XZAVIAN HAWKINS

SPECIFIC CRIME: ATTEMPT MURDER

DATE OCCURRED: 8/17/13

TIME OCCURRED:

LOCATION OF OCCURRENCE:

☐ CITY OF LAS VEGAS

☐ CLARK COUNTY

NAME OF PERSON GIVING STATEMENT: XZAVIAN HAWKINS

DOB:

SOCIAL SECURITY #:

RACE:

SEX: M

HEIGHT:

WEIGHT:

HAIR:

EYES:

WORK SCHEDULE:

DAYS OFF:

HOME ADDRESS:

HOME PHONE:

WORK ADDRESS:

WORK PHONE:

BEST PLACE TO CONTACT:

BEST TIME TO CONTACT:

The following is the transcription of a tape-recorded interview conducted by Detective W. Majors, P# 7089, LVMPD Violent Crimes on 8/22/13 at 0958 hours.

Det. Majors: Hello Operator, this is Detective W. Majors, Mary, Adam, John, Ocean, Robert, Sam, P# 7089 also present with me is Detective M. as in Mary, Menzie, P#.

Det. Menzie: 6830.

Det. Majors: Under Event #130817-0794, this is in reference to an ongoing investigation of Attempt Murder, um, which took place at the location of 4300 Meadows Lane, Las Vegas, NV 89107, um, today's date is 8/22/2013, the time is going to be 958 hours. Person being interviewed today is first name Xzavian, phonetically X-ray, Zebra, Adam, Victor, Ida, Ocean, Nora; last name, Hawkins; Henry, Adam, William, King, Ida, Nora, Sam. He has a date of birth of 12/28/92. This interview is being conducted at UMC Trauma, ICU, ah, Xzavian, do you understand this interview is being recorded?

X. Hawkins: Yes, I do.

Det. Majors: Could you speak up a little louder?

X. Hawkins: Yes I do.

Det. Majors: Ok, I want to take you back to August 17th, 2013 on Saturday.

Hawkins: Yes sir.

Det. Majors: Location was ah, Meadows Mall parking lot?

Exhibit
Exhibit No.: <u>1</u>
Name: <u>W. L. MAJORS</u>
Date: <u>8/22/13</u>
ESQUIRE

For Official Use Only

**VOLUNTARY STATEMENT
(Continuation)**

Statement Of: XZAVIAN HAWKINS

Event #: 130817-0794

X. Hawkins: Meadows Mall, I was ah, I was ah standing in line for some Jordan's, I seen this guy, his name was ah, Ashley Christmas.

Det. Majors: His name is what?

X. Hawkins: Ashley Christmas, known as Pooh Man.

Det. Majors: Ok.

X. Hawkins: He, ah, got up, he acted like he was going to shake my hand, but the guy is very sneaky, and ah, we, we had (inaudible) but you know this ain't got nothing to do with this case right now. So he seen me and ah, he acted like he (inaudible) shake my hand and he ah, tried to sock me. I caught myself swinging back, he yelled out "Zak" (burps) oh, excuse me, (inaudible) he yelled out "Zak," Za-Zak came, ah I'm thinking they about to just jump me or something, but Zak came like, I'm squarin' up with Zak, like, we, we squarin' up like, you know, how, you know what square up means like.

Det. Majors: Right.

X. Hawkins: (inaudible)

Det. Majors: It's getting ready to fight.

X. Hawkins: Fight, right, and ah, he ah, shot me. In my like, I don't know, it felt like it was in my hip but I think that's where he got me in my stomach and all I was yellin' for was help, but he kept shootin' me. So help didn't come like, as if he was like, better nobody get back, this is serious. Boom, boom, boom, boom, boom. Ah, I don't, I know like now I'm in pain, I know exactly where he shot me at and all that, but whatever, but, ah, I don't know, that's, that's exactly what happened.

Det. Majors: Ok.

X. Hawkins: Pooh Man, but Pooh Man, he asked him, he said "Zak," Zak came out of nowhere, I guess Zak is ah, he called his self, Little Pooh Man G. I'm not, I'm not sure if that's his ah, nickname, but I know he said Zak.

Det. Majors: Uh-huh.

X. Hawkins: Zak came and he shot me up real bad man. I was on the floor, I thought all this was gone, the way he shot me. I thought all this was gone. Like for real, for real, now I, I didn't even think that was there no more, it like, you know, moments later, Metro appeared and I ah, I was just, told Metro, I said, they asked me, did I know who had did it, I was like, I, I told them "No." I didn't at the time, he was like "Man, do you know who did this to you?" I, I barely could even speak. Like I just remembered at the end of the day is all I kept sayin' is "Can you please get me to the hospital." Information will be held when I'm better. That's, now I'm better, you know, and you know that's what happened (inaudible).

Det. Majors: Ok, I want to take you back, let's go back to the beginning. You were standing in line, right?

X. Hawkins: Ah, we had just got there actually.

Det. Majors: Ok. Were you by yourself?

X. Hawkins: I was with my cousin.

Det. Majors: And which cousin were you with?

X. Hawkins: Kesha.

**VOLUNTARY STATEMENT
(Continuation)**

Statement Of: XZAVIAN HAWKINS

Event #: 130817-0794

Det. Majors: Ok. Um, now when, you said a guy by the name of Ash, Ashley? Christmas.

X. Hawkins: Ashley Christmas.

Det. Majors: About how old is he?

X. Hawkins: I don't know.

Det. Majors: Older?

X. Hawkins: He gotta be like, what 18? I don't know, he a youngster man.

Det. Majors: He's a youngster?

X. Hawkins: Yeah.

Det. Majors: Ok. Um, and can you describe him? What's he look like?

X. Hawkins: He, ah, he like, probably like, his height, brown, I don't know, like, he is (inaudible) like brown, got (inaudible) eyes.

Det. Majors: Is he heavy built? Thin built?

X. Hawkins: He like...

Det. Majors: Muscular?

X. Hawkins: thin built, wear nice clothes....

Det. Majors: And, ah...

X. Hawkins: (inaudible) in the face.

Det. Majors: Do you know who he hangs with?

X. Hawkins: Ah, no, actually I don't, all I know is Zak.

Det. Majors: Uh-huh.

X. Hawkins: Some guy named ah, Wayne. Dewayne, Dewayne um, I wanna say Dewayne Cornwell

Det. Majors: Dewayne Cornwell.

X. Hawkins: Yeah.

Det. Majors: Ok, and where does Dewayne Cornwell go to school, do you know?

X. Hawkins: No, I don't even know if the guy goes to school.

Det. Majors: How about Christmas.

X. Hawkins: I, I don't mess with these types of guys. Christmas...

Det. Majors: What school does he go to?

X. Hawkins: I think he, I think he graduated from like Centennial or something.

**VOLUNTARY STATEMENT
(Continuation)**

Statement Of: XZAVIAN HAWKINS

Event #: 130817-0794

Det. Majors: Centennial?

X. Hawkins: Yeah.

Det. Majors: Ok, and ...

X. Hawkins: You know, he say threats once before, sayin' how he was gonna kill me and stuff.

Det. Majors: Why does he want to kill you?

X. Hawkins: Why does he want to kill me, is because ah, a while back man, he, he robbed me. He, he robbed me and I ah, I just told him I want (inaudible)

Det. Majors: Ok.

X. Hawkins: When, when you see me, that's what I told him, so, he knew what he was when we seen him.

Det. Majors: Uh-huh.

X. Hawkins: It wasn't like I was actually like tryin' to scare the guy or nothing like that, 'cause I didn't even see him there at first. He said "What up," to me, I was walking up to the line, I didn't even see him, he made his self noticed.

Det. Majors: Was he already there?

X. Hawkins: He was already there, yeah.

Det. Majors: Ok, um, who threw the glass bottle?

X. Hawkins: I did, oh, yeah, I, I didn't mention that, I, I did, I threw that. 'Cause he ah, came up tryin' to shake my hand and I was just so heated about my 150, I had \$150 to my name that my dad had just sent me, I had \$60 in my pocket when he robbed me. Shit...

Det. Majors: That was from before?

X. Hawkins: Yeah, they drew down on me and all that, I never let the cops know nothin' about that or whatever. I never let the cops knew nothin' about that, when he drew down on me, he went in my pocket, he called me a bitch, put it all on Facebook.

Det. Majors: Ok.

X. Hawkins: All type of shit, you know.

Det. Majors: What was Christmas wearing?

X. Hawkins: Ah, he had on like this baseball, or wh-when, when he, when he shot me right?

Det. Majors: Who, wait a minute, Christmas or, or Zak shot you?

X. Hawkins: Christmas. Christmas. Zak shot me.

Det. Majors: Ok.

X. Hawkins: Zak was the shooter.

Det. Majors: Zak is the shooter. Let's just focus on Christmas right now. What color shoes was he wearing?

X. Hawkins: Ah, I'm not sure, but I know what color, color shirt he had on.

Event #: 130817-0794

0112

**VOLUNTARY STATEMENT
(Continuation)**

Statement Of: **XZAVIAN HAWKINS**

Event #: 130817-0794

Det. Majors: Pooh Man said "Zak, get 'em?"

X. Hawkins: He's like, yeah, he, he said it just like that, "Zak get 'em."

Det. Majors: Ok, and how, let's talk about Zak now. How old do you think Zak is?

X. Hawkins: He's like, probably be like, (inaudible) 17, 16.

Det. Majors: If you saw his again, would you be able to identify him?

X. Hawkins: No I wouldn't, but if, if, if I seen a picture or something, if I seen him again, I probably would, I'm not sure man, I'm bad with faces.

Det. Majors: Ok.

X. Hawkins: But I swear, if I seen him or something, I probably be like yeah, you know that's him.

Det. Majors: Ok.

X. Hawkins: But I know how Pooh Man look though (inaudible).

Det. Majors: You can identify Pooh Man if you saw him again?

X. Hawkins: Yeah.

Det. Majors: Ok.

X. Hawkins: But ah, look, check this out, ah, I, I know Pooh Man, we went to school together, I would never thought he's (inaudible) some sneaky stuff, startin' off robbin' me when I ah, left, left Cheyenne. I never knew that he was going to be just that type of guy or whatever, you feel me? Whatever case might be. I just let my ah, my skeletons out my closet, just yesterday by tellin' my mom that stuff.

Det. Menzie: Were you in the same grade?

X. Hawkins: No we wasn't, I was um, I'm older than him?

Det. Menzie: Ok, so he was like a year younger, ah, a grade younger? Two grades?

X. Hawkins: Probably about, yeah.

Det. Menzie: And when did he go to that, what high school did he go to?

X. Hawkins: We went to, we went to the same school I graduated from.

Det. Menzie: What Centennial?

X. Hawkins: No, Cheyenne.

Det. Menzie: Cheyenne.

X. Hawkins: Right.

Det. Majors: Ok. Let me ask you this, um...

X. Hawkins: (inaudible).

**VOLUNTARY STATEMENT
(Continuation)**

Statement Of: XZAVIAN HAWKINS

Event #: 130817-0794

Det. Majors: Christmas, is that his real name, or is that his nickname?

X. Hawkins: Ashley Christmas is his real name.

Det. Majors: And, and middle name Bernard?

X. Hawkins: Ah, yeah, I guess so. I don't know his middle name.

Det. Majors: Ok.

X. Hawkins: All I do know is his first and last name.

Det. Majors: Ok.

X. Hawkins: It's, and Pooh Man is just a name that everyone calls him.

Det. Majors: They ever call him other things besides Pooh Man?

Det. Menzie: Yeah leave that on.

X. Hawkins: PMG.

Det. Majors: Ok.

X. Hawkins: PMG, I think and you know what, I think honestly to be exact, that um, he go Little PMG, like that's his (inaudible) or whatever, I don't know how that shit goes man.

Det. Majors: Ok.

X. Hawkins: (inaudible) get his ass off the streets. (inaudible) I don't wanna be in shit, I don't wanna be killed, none of that, you know.

Det. Majors: About how many times did he shoot you?

X. Hawkins: Ah man, he shot me 8 times.

Det. Majors: Ok, and you were telling him to stop.

X. Hawkins: Ah, yeah, I was telling him to stop while he was shootin' me.

Det. Majors: Were you afraid for your life?

X. Hawkins: Yes I was.

Det. Majors: Ok, what I'm going to do is I got some...

X. Hawkins: You know what, check this out before you all even start doing...

(Cross Talk)

Det. Majors: Uh-huh.

X. Hawkins: (inaudible) God was on my side when that happened.

Det. Menzie: You what?

X. Hawkins: God was on my side when that happened.

**VOLUNTARY STATEMENT
(Continuation)**

Statement Of: XZAVIAN HAWKINS

Event #: 130817-0794

Det. Menzie: Yeah.

X. Hawkins: I was put on this earth for a reason, that's why I didn't die. For a person to survive (inaudible) gun wounds, you feel me? That's how the little mother fucker probably got the gun (inaudible) but ya'll got my voice on ah, this little tape recorder, phone, whatever that shit is...

Det. Menzie: Right.

X. Hawkins: Ah, I, I want, I want that mother fucker off the street man.

Det. Majors: With that being said, you do want to prosecute, correct?

X. Hawkins: I, I do, but I don't want to go to no court dates (inaudible).

Det. Majors: Well that's the only way we can prosecute.

X. Hawkins: (inaudible).

Det. Majors: Just so you know, you may be required to go to court and testify.

Det. Menzie: So here's this, are you, don't want to go to court 'cause you're afraid of retaliation from the same people?

X. Hawkins: Man, I can't, I can't live in Vegas. I can't live in Vegas, Vegas is my home.

Det. Menzie: Ok. You're scared..

(Cross Talk)

X. Hawkins: See that's what ya'll don't get, with a person, you come to a person and ah, knowin' people and all that extra stuff, that's what you all don't get, like...

Det. Menzie: You're scared of this guy or somebody he knows...

(Cross Talk)

X. Hawkins: And then movin' us away and all that extra shit, that shit don't, that shit don't play man. It's hard to even, that man, come on now, ya'll know what it is.

Det. Menzie: Let's stay focused on this, this interview right now.

(Cross Talk)

X. Hawkins: Yeah, we is, we is, I'm not gettin' mad, I'm not gettin' upset, but you know, my blood pressure, all that stuff is messed up, my body is fucked up and all I want is him off the street.

Det. Majors: But, what I'm, what I'm gonna do is, we're gonna do a photo line-up, ok?

X. Hawkins: Yeah.

Det. Majors: So I gotta read some things to you. You don't have to sign anything, we're just doing this on the tape, alright? In a moment I'm going to show you a group of photographs, this group of photographs may or may not contain a picture of the person who committed the crime now being investigated. The fact the photos are being shown to you, should not cause you to believe or guess that the guilty person has been caught. You do not have to identify anyone. It is just as important to free innocent persons from suspicion as to identify those who are guilty. Please keep in mind, hairstyles, beards, mustaches are easily changed. Also, photographs do not always depict the true complexion of a person, it may be lighter or darker than shown in the

**VOLUNTARY STATEMENT
(Continuation)**

Statement Of: XZAVIAN HAWKINS

Event #: 130817-0794

photo. You should pay no attention to any markings, numbers that appear on the photos. Also, pay no attention to whether the photos are in color or black and white or any other difference, type or style...

X. Hawkins: Yeah, I know ah...

Det. Majors: Hold on, hold on...

X. Hawkins: Alright.

Det. Majors: Of photographs. You should study only the person shown in each photo, please do not talk to anyone other than police officers while viewing the photos. You must make up your own mind and not be influenced by witnesses, if any. If you had completed viewing all the photos, please tell me whether or not you can make an identification. If you can, tell me in your own words how sure you are of that identification. Do not indicate to any other witnesses that you have or have not made identification. Do you understand?

X. Hawkins: Yeah.

Det. Majors: Ok.

X. Hawkins: (inaudible) papers shuffling.

Det. Majors: Alright. I want you to take a look at these photos here.

X. Hawkins: (inaudible).

Det. Majors: Anybody in those photos, resemble the shooter?

X. Hawkins: No, I don't think so, can you show me some more stuff, and I can keep this?

Det. Majors: Can't let you keep it.

X. Hawkins: Not keep it but, you know, well, here, here, just take it.

Det. Majors: So you can't...

X. Hawkins: You got more of those?

Det. Majors: I do. Nobody?

X. Hawkins: No.

Det. Majors: Ok. Anything you'd like to add at this time?

X. Hawkins: No, man that's all ya'll got?

Det. Majors: Ok. End of interview, same people present, date's the same. Time is going to be 1015 hours.

THIS VOLUNTARY STATEMENT WAS COMPLETED AT 1800 W. Charleston Blvd. ON THE 22nd DAY OF August, 2013, AT 1015 HOURS.

EXHIBIT C

<p>1 DISTRICT COURT 2 CLARK COUNTY, NEVADA 3 4 X'ZAVION HAWKINS, 5 6 Plaintiff, 7 8 vs. CASE NO. A-15-717577-C 9 10 GGP MEADOWS MALL LLC, a 11 Delaware Limited 12 Liability Company; MYDATT 13 SERVICES, INC., dba VALOR 14 SECURITY SERVICES, an 15 Ohio Corporation; MARK 16 WARNER, individually; 17 DOES 1 through 10; DOE 18 SECURITY GUARDS 11 19 through 20; and ROE 20 ENTITIES 21 through 30, 21 inclusive, 22 Defendants. 23 24 25 VIDEO DEPOSITION OF X'ZAVION HAWKINS Friday, February 12, 2016 10:24 a.m. 2300 W. Sahara Avenue Las Vegas, Nevada Carol O'Malley, CCR 178, RMR</p>	<p>Page 1</p> <p>1 INDEX OF EXAMINATION 2 3 WITNESS: X'Zavion Hawkins 4 5 6 7 8 9 EXAMINATION PAGE 10 11 By Mr. Aicklen 5, 57 12 By Ms. Renwick 45 13 14 15 16 17 INDEX TO EXHIBITS 18 19 EXHIBITS MARKED 20 21 None marked. 22 23 24 25</p> <p>Page 3</p>
<p>1 APPEARANCES OF COUNSEL 2 3 For Plaintiff: 4 INJURY LAWYERS OF NEVADA 5 DAVID J. CHURCHILL, ESQ. 6 Suite 707 7 6900 W. Westcliff Drive 8 Las Vegas, Nevada 89145 9 702.868.8888 10 702.868.8889 Fax 11 david@injurylawyersnv.com 12 13 For Defendant GGP Meadows Mall LLC: 14 LEE, HERNANDEZ, LANDRUM & GAROFALO 15 CHARLENE N. RENWICK, ESQ. 16 Suite 150 17 7575 Vegas Drive 18 Las Vegas, Nevada 89128 19 702.880.9750 20 702.314.1210 Fax 21 crenwick@lee-lawfirm.com 22 23 For Defendants Mydatt Services, Inc., dba Valor 24 Security Services, and Mark Warner: 25 LEWIS BRISBOIS BISGAARD & SMITH LLP JOSH COLE AICKLEN, ESQ. Suite 600 6385 S. Rainbow Boulevard Las Vegas, Nevada 89118 702.893.3383 702.893.3789 Fax josh.aicklen@lewisbrisbois.com Also present: NICK NARDIELLO Videographer</p>	<p>Page 2</p> <p>1 Video Deposition of X'Zavion Hawkins 2 February 12, 2016 3 (Prior to the commencement of the deposition, 4 all of the parties present agreed to waive 5 statements by the court reporter, pursuant to 6 Rule 30(b)(4) of NRCP.) 7 8 VIDEOGRAPHER: This is tape number 1 to 9 the videotaped deposition of X'Zavion Hawkins in the 10 matter of X'Zavion Hawkins vs. GGP Meadows Mall LLC, 11 et al., being heard before the District Court, Clark 12 County, Nevada, Case Number A-15-717577-C. 13 This deposition is being held at 14 2300 West Sahara, Suite 700, in Las Vegas Nevada on 15 February 12, 2016, and the time on the video monitor 16 is 10:24 a.m. 17 My name is Nick Nardiello and I'm 18 the videographer. The court reporter is Carol 19 O'Malley. 20 Counsel, will you please introduce 21 yourselves and affiliations, and the witness will be 22 sworn in. 23 MR. CHURCHILL: David Churchill for 24 X'Zavion Hawkins. 25 MR. AICKLEN: Josh Aicklen, Lewis</p> <p>Page 4</p>

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1 Brisbois, for Mydatt Services, Inc., d/b/a Valor
2 Security, and Mark Warner.
3 MS. RENWICK: Charlene Renwick on
4 behalf of GGP Meadows Mall LLC, in addition to Mydatt
5 Services and Mark Warner.
6
7 X'ZAVION HAWKINS,
8 having been first duly sworn, testified as follows:
9
10 EXAMINATION
11 BY MR. AICKLEN:
12 Q. Good morning, sir. Would you please state
13 and spell your full name for the record?
14 A. X'Z-a-v -- well, X'Z-a-v-i-o-n. Sorry.
15 H-a-w-k -- did you get my first name?
16 Q. I did.
17 A. -- i-n-s.
18 Q. How do you pronounce your first name?
19 A. X'Zavion.
20 Q. I'm going to call you "Mr. Hawkins." Okay?
21 A. Okay.
22 Q. Mr. Hawkins, my name is Josh Aicklen and I
23 represent the defendants in this matter, along with
24 Ms. Renwick, and we are here to take your
25 deposition -- what will be Volume I of your

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1 deposition today. Do you understand that?
2 A. Yes.
3 Q. Have you ever given a deposition before?
4 A. No.
5 Q. Have you had a chance to speak to
6 Mr. Churchill about the process? I don't want to
7 know what you talked about, but have you had a chance
8 to speak with him?
9 A. No. As far as like --
10 Q. Here's the question, okay? I want to know
11 if you've been able to talk to Mr. Churchill about
12 today you are going to give your deposition.
13 A. Oh, yes. He told me I was coming to take
14 my deposition.
15 Q. That's all. I just wanted to make sure you
16 spoke with him. Okay?
17 A. Okay.
18 Q. So I want to go through some of the ground
19 rules of the deposition process today.
20 The oath that you just took is the
21 same oath that you would take in a court of law, and
22 it carries the same penalty of perjury.
23 Do you understand that?
24 A. Yes.
25 Q. So even though we're here in an informal

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1 environment in a conference room at the court
2 reporter's office, this is just as if you were
3 sitting in front of a judge and jury, and you're
4 under oath. Do you understand?
5 A. Yes.
6 Q. Very good. Have you had any alcohol or
7 drugs in the last 12 hours, which might affect your
8 ability to give your best testimony today?
9 A. I had just my pain medication.
10 Q. What pain medication have you taken in the
11 last 12 hours.
12 A. Morphine, 100 milligrams. Hydrocodone,
13 that's 10 milligrams. Bacopin is 20 milligrams. And
14 also I have Gabapentin, also 600 milligrams.
15 Q. You said Gabapentin?
16 A. Yes, 600 milligrams.
17 Q. Okay. Are you able to answer the questions
18 using those pain medications? Are you going to be
19 able to give your best testimony today?
20 A. I probably won't be able to give my best
21 testimony. I forget sometimes, because of the
22 medication, but I'll be able to bear with it.
23 Q. Okay. So what I'm going to ask you to do
24 is if at any time during the process today you get to
25 the point where either because of pain or the

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1 medications, that you think that you cannot give your
2 best answers, I want you to tell us that. Okay?
3 A. Yes, sir.
4 Q. But if I ask you a question and you answer
5 the question, I'm going to assume that you understood
6 my question and you gave the best answer.
7 Do you understand?
8 A. Yes, I understand.
9 Q. Very good. It's important that only one
10 person speaks at a time, because the lady seated to
11 your right is taking down every word we say as we say
12 it, and the gentleman at the end of the table is
13 videotaping the testimony.
14 So what I will ask you to do is
15 make sure that I or Ms. Renwick complete our question
16 before you begin your answer, and then we'll show you
17 the same courtesy and allow you to finish your answer
18 before we ask you another question.
19 Will you do that?
20 A. Yes.
21 Q. I'm going to ask you some questions about
22 times, and perhaps distances. I do not want you to
23 guess, but I am entitled to your best estimate.
24 Do you understand the difference
25 between a guess and an estimate?

Page 9

1 A. Yes.

2 Q. Make sure you understand the question

3 before you answer it. If you don't understand it,

4 let me know or ask me to rephrase it, and I'll be

5 glad to do so until the question is clear to you.

6 But again, as I said, if I ask you

7 a question and you give me an answer, I'm going to

8 assume that you understood my question and you

9 answered it to your best ability. Do you understand?

10 A. Yes.

11 Q. In approximately two weeks you'll receive

12 your deposition transcript. It comes typed in a

13 booklet form. You'll have the opportunity to read

14 through it and to make any changes that you believe

15 are necessary or appropriate.

16 However, I do want to caution you,

17 if you change a substantive answer -- for example,

18 let's say that this was a car accident case and today

19 you said that the light was green when you were in

20 the intersection, and then when you went back over

21 and read your transcript you said, "Well, no, the

22 light was red when I went through the

23 intersection," that would be a substantive change to

24 the transcript. Do you understand?

25 A. Yes.

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1 Q. When you review your transcript, if you

2 make substantive changes like that, I or any other

3 attorney in the case could argue that the reason that

4 you made those changes is because you were not being

5 truthful. Do you understand?

6 A. Yes.

7 Q. So what I would ask you to do and what

8 everybody wants you to do is give your best testimony

9 today, so that you don't have to make changes later

10 on. Will you try to do that?

11 A. Yes.

12 Q. It's important that you speak up, because

13 we're both audiotaping and videotaping, and the lady

14 is taking down every word we say as we say it.

15 A. Correct.

16 Q. Once in a while I may say to you, "Is that

17 a yes or is that a no?" I'm not trying to be rude.

18 I just want to make sure we get a clear transcript.

19 Sometimes at deposition people will say "uh-huh,"

20 "un-uhn," they'll point or nod, which are things that

21 we do in normal conversation, but they don't come out

22 clearly on a written transcript. So I'll need you to

23 answer audibly, "yes," "no," or a description, if the

24 question calls for it. Do you understand?

25 A. Yes.

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1 Q. Do you have any questions about these

2 ground rules, before we begin the actual questioning

3 in your deposition?

4 A. No.

5 Q. Did you review any documents in preparation

6 for your deposition testimony today?

7 A. No. Just my medical documents.

8 Q. What records did you review?

9 A. Just all the medications that I take, and

10 make sure I'm still taking them. I actually forgot

11 one. I take Seroquel also for depression.

12 Q. You take what for depression?

13 A. Seroquel, 100 milligrams, for depression.

14 VIDEOGRAPHER: Pardon me, can we raise

15 your microphone up just a little bit?

16 MR. AICKLEN: Yeah, we're having

17 difficulty hearing you, sir.

18 VIDEOGRAPHER: Just pull it up a little

19 bit higher.

20 THE WITNESS: I'm trying to speak as

21 clearly as I can.

22 MR. AICKLEN: I know, but it's just

23 we're in a big room, so --

24 THE WITNESS: Okay. Can you hear me

25 now?

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1 VIDEOGRAPHER: Say it again?

2 THE WITNESS: Can you hear me now?

3 VIDEOGRAPHER: That sounds much better.

4 WITNESS: Okay.

5 MR. AICKLEN: Great. Thank you.

6 MS. RENWICK: I think it's just an

7 issue of volume.

8 THE WITNESS: Okay.

9 BY MR. AICKLEN:

10 Q. Okay. So you reviewed medical records to

11 determine what medications you were on.

12 Did you look at any other

13 paperwork to prepare for today?

14 A. No.

15 Q. Other than your attorneys, did you discuss

16 the fact with anyone that you were going to give your

17 deposition today?

18 A. No.

19 Q. Mr. Hawkins, I think that the most

20 difficult part of this process is going to be talking

21 about the shooting, so I want to start with that and

22 get that out of the way; and then we will go back to

23 things like background, education, your health,

24 things like that. Okay?

25 A. Yes.

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1 Q. Very good. So I want to ask you some
2 questions regarding the shooting.
3 What were you doing in the two
4 minutes before the shooting? Tell me what you were
5 doing in the two minutes before the shooting.
6 A. I was sitting on a bench playing on my
7 phone.
8 Q. What on your phone?
9 A. I was playing on my phone.
10 Q. Playing on your phone?
11 A. I was, you know, on the internet.
12 Q. And this was at the Meadows Mall, correct?
13 A. Correct.
14 Q. Where were you located at the Meadows Mall?
15 Where were you sitting on the bench playing on your
16 phone?
17 A. I was sitting on a bench. It's like in the
18 middle of -- I believe the front of the Meadows Mall,
19 and I was sitting on a bench just playing with my
20 phone.
21 Q. Who was there with you?
22 A. My cousin Keisha.
23 Q. What is Keisha's last name?
24 A. Love.
25 Q. Did you know anybody else in line there at

Page 14

1 the Meadows Mall that morning, before the shooting?
2 A. Did I know anybody there before? No.
3 Q. Just Keisha Love?
4 A. Just Keisha.
5 Q. Very good. So it was just the two of you
6 there?
7 A. No. It was tons of other people, too. It
8 was like 70 other people that was there.
9 Q. I understand. There were 70 other people
10 waiting outside the mall, correct?
11 A. Yes.
12 Q. But as far as your group, it was just you
13 and Keisha?
14 A. Yes, just me and my cousin Keisha.
15 Q. I'm going to call these people that shot
16 you "the assailants." Do you understand?
17 A. Yes.
18 Q. How many assailants were there?
19 A. Just two, I believe.
20 Q. Two. Okay. So we have one person who shot
21 you, correct?
22 A. Yes.
23 Q. And then we have the person who was with
24 the person who shot you, correct?
25 A. Yes.

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1 Q. So if it's okay with you, I'm going to
2 refer to the person that shot you as "the shooter,"
3 and I'm going to refer to that second person as "the
4 second man." Is that acceptable? Do you understand
5 what I mean?
6 A. I understand what you mean, but -- yes, I
7 understand.
8 Q. Okay. Very good.
9 When did you first see the shooter
10 and the second man?
11 A. When people were telling him to go to the
12 back of the line, because they were cutting in, and
13 they were drinking and everything.
14 Q. How long before the shooting were people
15 telling them to go to the back of the line?
16 A. When they was telling Pooh Man to go to the
17 back of the line, that's when he seen me and he
18 approached me.
19 Q. How long before the shooting were people
20 telling those two men, the shooter and the second
21 man, to go to the back of the line?
22 A. I'm not sure. It could have been 20
23 minutes, 30 minutes. I'm not sure.
24 Q. Okay.
25 A. I'm not sure.

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1 Q. And you said people were telling Pooh Man.
2 Who is Pooh Man?
3 A. A guy that I used to trade video games with
4 at school. It wasn't just him. It was a group of
5 us.
6 Q. Okay. Was Pooh Man either the shooter, or
7 the second man with the shooter?
8 A. He is the guy that punched me and kicked me
9 when I fell to the ground, and then he had someone
10 shoot me.
11 Q. So Pooh Man is the second man, is that
12 correct?
13 A. Yes.
14 Q. What is Pooh Man's name?
15 A. We just called him Pooh Man. We just
16 traded games. It was at school. I didn't know him
17 like that. Everyone just called him Pooh Man.
18 Q. Do you know what Pooh Man's real name is?
19 A. No.
20 Q. When was the last time that you had spoken
21 with Pooh Man before the shooting incident?
22 A. We were still in high school, which was
23 2011 when I graduated.
24 Q. Was he in your same class -- Pooh Man?
25 A. No. He was just a guy that I would see

Page 17

1 around school that I would trade games with.
2 Q. All right. So let's go back to when you
3 first saw Pooh Man. When you first saw Pooh Man, was
4 the shooter with him?
5 A. No, I didn't see the shooter. I seen Pooh
6 Man as people was telling him to go to the back of
7 the line, because he was cutting. He was in a group
8 or something.
9 I didn't see the shooter. I
10 didn't see the shooter not one time. I didn't even
11 see it coming.
12 Q. How long before the shooting did you see
13 Pooh Man and the shooter trying to cut into the line?
14 A. Really, I wasn't paying no attention,
15 because it was a group of people that were cutting in
16 line. Pooh Man was told to go to the back of the
17 line. That's how he seen me.
18 Q. You have no estimate of how long before the
19 shooting you first saw Pooh Man?
20 A. We talked for about five minutes about the
21 game and the money that he had owed me a while back,
22 and I guess that would be the estimate in time --
23 five minutes. I'm not sure.
24 Q. So you talked to Pooh Man before the
25 shooting occurred?

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1 A. Yes.
2 Q. When did you talk to Pooh Man?
3 A. I talked to him when people was telling him
4 to go to the back of the line. That's when he seen
5 me and he approached me. And we talked for about
6 five minutes.
7 I looked for security, because I
8 smelled liquor on his breath and I knew the
9 conversation wasn't going so well. I looked for
10 security and there was none in sight.
11 And Pooh Man became more
12 aggressive. He hit me and I fell to the ground. As
13 I fell to the ground he kicked me, and then he had
14 one of his friends come over and shoot me.
15 I would have never thought it
16 would have went this way, for the simple fact that he
17 was just a guy that I traded games with at school.
18 Q. What were you talking with Pooh Man about
19 for those five minutes before he hit you and then you
20 were shot?
21 A. About the money that he owed me for the
22 game.
23 Q. When had you given him a game that he owed
24 you money for?
25 A. It was back in 2011 when I graduated. It

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1 was a group of us. We used to all trade games
2 together. It wasn't just him.
3 Q. What game had you given him?
4 A. I had given him a Play Station 3. And in
5 return for it I was expecting some money, but I
6 didn't get it. So I just went on about my business
7 and didn't care about it. I didn't get involved in
8 it at all -- not one bit.
9 Q. So tell me about the five-minute
10 conversation that you had with Pooh Man before the
11 shooting occurred. Tell me exactly who said what.
12 A. Well, Pooh Man approaches me like, "Hey,
13 man" -- he's a bully to begin with. And he
14 approaches me and he say, "Hey, man, you know, about
15 that" -- and I'm like, you know, "I'm not really
16 worried about that." Because I smelled the liquor on
17 his breath.
18 And I was looking for security,
19 but there were none in sight. And he became more
20 aggressive, and he punched me, and that was it.
21 Q. What did you talk about for five minutes
22 before the punch?
23 A. The game.
24 Q. Well, what did you say?
25 A. I had stopped talking about it, because

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1 when I smelled the liquor on his breath -- you know,
2 like if someone is drunk, you don't want to try to
3 talk about something that you owe that person, when
4 he's drunk and being aggressive.
5 Q. Was he carrying any liquor with him?
6 A. I'm not sure at the time. I'm not sure. I
7 can't remember. I don't remember.
8 Q. Well, did he have like a bottle of beer or
9 whiskey, or anything like that in his hands?
10 A. I'm not sure. I believe he had a bottle.
11 I'm not sure. I don't remember.
12 Q. What kind of bottle did he have in his
13 hands?
14 A. I don't remember.
15 Q. Well, was it alcohol?
16 A. I'm not sure. It could have been. He
17 smelled like alcohol on his breath.
18 Q. And you spoke with him -- were you seated
19 on the bench when you were talking with him?
20 A. Yes.
21 Q. You were sitting down and he was standing
22 up?
23 A. Yes.
24 Q. And you spoke for about five minutes?
25 A. Yes.

Page 21

1 Q. During this time that you were talking with
2 him for five minutes, did you see the shooter?
3 A. No, not at all. I did not see it coming.
4 Not one time. Not one time.
5 Q. So the only thing that you and Pooh Man
6 discussed was that he owed you money for a Play
7 Station 3 that you had given him in 2011?
8 A. Correct. And I left the conversation alone
9 as I looked for security for those five minutes, and
10 I didn't see any in sight.
11 Q. Did you ask anyone to call security?
12 A. At the time I didn't think about that. I
13 was just trying to look for my safety.
14 Q. Did you ask anyone to call security?
15 A. No, but it was tons of people that was
16 around watching it.
17 Q. So you did not ask anyone to call security,
18 correct?
19 A. They heard me call for security.
20 Q. Who did you call for security to? Who did
21 you say to, "Call security?"
22 A. It was a group of people. It was like 70
23 people out there. I'm not sure. I don't know. I
24 don't know.
25 Q. When did you ask them to call security?

Page 22

1 A. When me and Pooh Man was talking for those
2 five minutes.
3 Q. How many times did you ask people to call
4 security?
5 A. I called out security more than three times
6 before the incident happened.
7 Q. Who did you ask to call security?
8 A. The group of people that was standing out
9 there. It was like 70 people out there. It was a
10 shoe release, where you have to camp -- have you ever
11 heard of Black Friday?
12 Q. Actually --
13 A. -- where you go and camp, you know, and you
14 get electronics for low prices?
15 It was just like that, but it's a
16 shoe release, where everybody had to camp for the
17 shoes. If you don't have a ticket, you really have
18 to camp to try to get the shoes.
19 Q. So during the five minutes that you were
20 talking with Pooh Man, you asked at least three times
21 for the crowd of 70 people --
22 A. I believe it was more than three times that
23 I asked for security.
24 Q. You need to wait until I finish the
25 question.

Page 23

1 A. I understand. It's just that like it's
2 bringing back so many memories right now. It's kind
3 of messing with me.
4 Q. I understand.
5 During the five minutes that you
6 were talking with Pooh Man about the Play Station --
7 A. Hey, can we take a break?
8 Q. Okay.
9 A. I'm sorry.
10 VIDEOGRAPHER: The time is 10:44 a.m.
11 We're off the video record.
12 (Recess.)
13 VIDEOGRAPHER: The time is 10:54 a.m.
14 We are back on the video record.
15 BY MR. AICKLEN:
16 Q. All right, Mr. Hawkins. Do you understand
17 that you're still under oath?
18 A. "Under oath" meaning we're still talking?
19 Q. No. That the answers that you're giving
20 are under oath and under penalty of perjury.
21 A. Yes.
22 Q. Okay. Now, we know that you had seen Pooh
23 Man before.
24 How about the shooter? Had you
25 ever seen the shooter before that day?

Page 24

1 A. Not a day in my life.
2 Q. Can you describe the shooter for me?
3 A. I never seen him.
4 Q. So at the time of the shooting you never
5 saw the shooter?
6 A. No.
7 Q. Do you know the shooter's name?
8 A. No.
9 Q. Do you know the shooter's nickname?
10 A. No.
11 Q. So you had never spoken with the shooter
12 before the shooting, is that correct?
13 A. I had never seen him or spoken with him a
14 day in my life.
15 Q. Okay. Now, you said that the person that
16 you knew from high school was Pooh Man. Is that
17 person also known as "Little Pooh Man G?"
18 A. I'm not sure. He was just a guy that I
19 traded games with at school.
20 Q. Have you ever heard Pooh Man with any other
21 nicknames?
22 A. No.
23 Q. Do you know Pooh Man's real name?
24 A. No.
25 MR. CHURCHILL: Asked and answered.

Page 25

1 BY MR. AICKLEN:
2 Q. If you looked at a picture of Pooh Man,
3 would you be able to identify him?
4 A. Yes.
5 Q. Did Pooh Man try to hit you before the
6 shooting?
7 A. Pooh Man did hit me before the shooting. I
8 dropped to the ground, and he kicked me. Then he had
9 someone shoot me. I answered that already.
10 Q. Did you try to hit Pooh Man before the
11 shooting?
12 A. No. I didn't even have a chance to. I
13 didn't have a chance to defend myself at all.
14 Q. Before the shooting did you get ready to
15 fight with the shooter?
16 A. No. I was sitting down on the bench
17 playing with my phone. I told you that already, too.
18 Q. Did you square up with the shooter before
19 he shot you?
20 A. I was sitting down on the bench playing
21 with my phone when he approached me.
22 Q. So the answer is "no," you didn't square up
23 with him before the shooting?
24 A. No.
25 Q. The second man, the man named Pooh Man, the

Page 26

1 one that you went to school with -- had he robbed you
2 before this incident?
3 A. No. Well, just for the Play Station 3, the
4 money that he didn't give to me, if you call that
5 robbery.
6 Q. How much did he owe you for the Play
7 Station 3?
8 A. \$150.
9 Q. That second man, Pooh Man -- had he ever
10 jumped you in the park and robbed you?
11 A. No.
12 Q. Do you know someone named Ashley Christmas?
13 A. No.
14 Q. You have no idea who Ashley Christmas is?
15 A. I don't know an Ashley Christmas. Who is
16 Ashley Christmas?
17 Q. No, I'm asking you. You don't know who
18 Ashley Christmas is?
19 A. No, I don't.
20 Q. Did Ashley Christmas go to high school with
21 you?
22 A. I don't know who Ashley Christmas is.
23 Q. Do you know someone with a nickname of PMG?
24 A. PMG? No. What does that stand for?
25 Q. Do you know someone with a nickname of

Page 27

1 Little PMG?
2 A. No. I don't even know what that stands
3 for.
4 Q. Do you know a DeWayne Cornwell?
5 A. No.
6 Q. Do you know anyone named Cornwell?
7 A. No.
8 Q. So you don't know if the Cornwells own a
9 gray Dodge Charger?
10 A. No. I don't know a Cornwell. I don't even
11 know who Cornwell is. I don't know none of these
12 names that you're asking me.
13 Q. Did you tell the police that you knew who
14 the assailants were, but you would not testify in
15 court against them?
16 A. No, that's not true. No, that's not true
17 at all. Where did you get that from?
18 Q. Sir, I'm not required to answer questions.
19 I'm just asking you questions. All you have to do is
20 say "yes" or "no."
21 So my question to you is, did you
22 tell the police that you knew who the shooter and the
23 second man were, but you would not testify against
24 them?
25 A. That's not true.

Page 28

1 Q. Who is Zak?
2 A. I don't know.
3 Q. Do you know a man named Zacharias Berry?
4 A. No.
5 Q. Did anyone yell, "Zak, get him," before you
6 were shot?
7 A. I don't know. I don't know. I didn't hear
8 that. I don't believe so. I'm not -- I don't know.
9 Q. Is that "no," or you don't know?
10 A. That's "no."
11 Q. Okay. Who is Kamiko McMorris?
12 A. That's my sister.
13 Q. Why did Kamiko McMorris tell the police
14 that Pooh Man was the trigger man? Where did she
15 learn that from?
16 A. I'm not sure.
17 Q. Do you know who owned the gray Dodge
18 Charger that was at the scene of the shooting?
19 A. No.
20 Q. Did you tell the police that the
21 assailants -- the shooter and the second man -- left
22 the scene in a gray Dodge Charger?
23 A. No.
24 Q. So you don't know someone named Zacharias
25 Berry?

Page 29

1 A. I don't.
2 Q. Or Little Zak, or Zak?
3 A. No.
4 Q. Have you ever heard that nickname, "Zak,"
5 or "Little Zak?"
6 A. No.
7 Q. Did you tell the police that before you
8 were shot Ashley Christmas yelled out, "Get him,
9 Zak?"
10 A. I don't remember.
11 Q. Well, do you know who Ashley Christmas is?
12 A. No, I don't even know who Ashley Christmas
13 is.
14 Q. Do you know who Zak is?
15 A. I don't know a Zak. I answered that.
16 Q. All right. Well, more specifically, do you
17 know a Zacharias Berry?
18 A. No.
19 MR. CHURCHILL: Asked and answered like
20 ten times.
21 THE WITNESS: Yes, it has been. And I
22 told you, I don't know who he is. I'm being totally
23 honest with you. I don't know.
24 MR. CHURCHILL: There's no question.
25

Page 30

1 BY MR. AICKLEN:
2 Q. Let's go back to your statement about
3 asking for security.
4 How many times did you ask the 70
5 people around you to call security, before the
6 shooting?
7 A. I believe I yelled it out more than three
8 times.
9 Q. How loud did you yell it out?
10 A. Loud enough for everyone to hear me. They
11 were standing around when it happened. There were
12 like 70 people out there. I'm pretty sure someone
13 heard me.
14 Q. Did you ask anyone to call the police?
15 A. When I was down on the ground and shot,
16 yes.
17 Q. Before the shooting, did you ask anyone to
18 call the police?
19 A. I asked for security. That's what I told
20 you. I didn't ask anyone to call the police, no. I
21 asked for security. That's good enough help.
22 Q. Did you try to call the police before the
23 shooting, with your phone?
24 A. I didn't have a chance to.
25 Q. Did you try to call security with your

Page 31

1 phone, before the shooting?
2 A. I didn't have a chance to. Before the
3 shooting?
4 Q. Yes.
5 A. I didn't have a chance to. I was punched.
6 And when I fell on the ground, he kicked me. And
7 then I was shot.
8 Q. Did you throw a Snapple bottle at Ashley
9 Christmas before the shooting?
10 A. No.
11 Q. Did you throw a Snapple bottle at the
12 shooter before the shooting?
13 A. No.
14 Q. Did you have a bottle -- a glass bottle --
15 either a Snapple, or some other type of drink, in
16 your hand when you were sitting on the bench, before
17 the shooting?
18 A. I don't remember. I'm not sure. I didn't
19 have no -- no, I don't remember.
20 Q. Was that "no," or "I don't remember?"
21 A. "I don't remember."
22 Q. So you did not throw a bottle at anyone
23 before the shooting, correct?
24 A. No.
25 Q. Is that correct?

Page 32

1 A. No, I didn't throw a bottle at all.
2 Q. You were asked some questions you were
3 asked to admit or deny, and I want to go through
4 those questions with you, just to make sure that
5 they're accurate. Okay? These are "Plaintiff's
6 Responses for Requests for Admissions."
7 You were asked, "Admit that you
8 know the person who shot you." Your answer was,
9 "Deny." Is that an accurate answer?
10 A. No. I told them that it was Pooh Man. I
11 didn't know who actually shot me. I just know that
12 he had something to do with it.
13 Q. Do you want to change that answer then?
14 Would you say when you were asked, "Admit that you
15 know the person who shot you" --
16 A. I don't know the person who actually shot
17 me. I just know Pooh Man had something to do with
18 it.
19 Q. Okay. You were asked, "Admit that you were
20 related to the person who shot you." You denied it.
21 Is that an accurate answer?
22 A. Yes. I'm not related to him. It was just
23 a guy that I traded games with at school. It was a
24 group of us. We all traded games together. Trade,
25 buy, whatever. It was little gamers.

Page 33

1 Q. You were asked, "Admit that the person who
2 shot you goes by the name of Pooh Man."
3 Your answer was, "Plaintiff is
4 without sufficient information to either admit or
5 deny this request, and on this basis deny."
6 Is that an accurate answer?
7 A. No. I gave everything that I possibly
8 could give.
9 Q. I'm asking you, is that an accurate answer?
10 A. Can you repeat it?
11 Q. Sure. You were asked, "Admit that the
12 person who shot you goes by the name of Pooh Man."
13 Your answer was, "Plaintiff is
14 without sufficient information to either admit or
15 deny this request, and on this basis deny."
16 Is that an accurate answer?
17 A. No.
18 Q. What?
19 A. No. I don't know. I don't understand what
20 you're really asking me. I really don't.
21 Q. Well, I'm giving you back your answers,
22 sir, the answers that you gave to Requests For
23 Admissions. I'm asking you if --
24 A. If your man shot me?
25 Q. The question is, "Admit that the person who

Page 34

1 shot you goes by the name of Pooh Man."
2 Your answer was, "Plaintiff is
3 without sufficient information to either admit or
4 deny this request, and on this basis deny."
5 Is that an accurate answer?
6 A. I don't remember answering it.
7 Q. Okay. I want to ask you some questions
8 about interrogatories.
9 You were asked and you answered
10 questions under oath, but they were written questions
11 with written answers.
12 You were asked, "What is the name,
13 address, and phone number of the person who shot
14 you?" And you answered, "Plaintiff lacks information
15 to answer this interrogatory."
16 Is that an accurate answer?
17 A. I don't remember.
18 Q. Did you make any attempts to determine who
19 Pooh Man is, so you could sue him in this lawsuit?
20 A. Did I make -- can you repeat that, please?
21 Q. Sure. Did you make any attempts to
22 determine who Pooh Man is, so that you could sue him
23 in this lawsuit?
24 A. Well, I know who the guy is. I used to
25 trade video games with him at school.

Page 35

1 I don't know him like -- you know,
2 personally. Just by trading video games with.
3 It was a group of us. It was a
4 lot of them that I didn't know, that I would just
5 trade games with.
6 Q. My question to you though is, did you make
7 any attempts to identify who Pooh Man is? For
8 example, you know Pooh Man was with the shooter,
9 correct?
10 A. Yes.
11 Q. And you know that Pooh Man went to Cheyenne
12 High School the same time you did, correct?
13 A. Correct.
14 Q. Because you used to trade video games with
15 Pooh Man, correct?
16 A. Correct.
17 Q. Did you try to find out Pooh Man's real
18 name, from Cheyenne High School or anywhere else?
19 A. No. Everyone just called him Pooh Man.
20 Q. That's not my question, sir.
21 My question is, did you try to
22 find out what Pooh Man's real name is?
23 A. No.
24 Q. Is Pooh Man's real name Ashley Christmas?
25 A. You asked me that already. No, I don't

Page 36

1 know. I don't even know what his real name is.
2 MR. CHURCHILL: Hold on.
3 THE WITNESS: He goes by "Pooh Man."
4 MR. CHURCHILL: Hold on.
5 I'm lodging an objection. I've
6 got to say it's ten times you've asked that question.
7 Are we going to keep asking the
8 same questions over and over?
9 MR. AICKLEN: No. I won't ask that
10 question again.
11 MR. CHURCHILL: I would appreciate it.
12 THE WITNESS: Yeah. I don't know what
13 else to tell you.
14 BY MR. AICKLEN:
15 Q. I've asked you about these names, but I
16 want to ask a different question about these names.
17 Okay?
18 A. Okay.
19 Q. And if the answer is "no," then it's "no,"
20 and if it's "yes," it's "yes."
21 Have you ever heard of a person
22 named Zak, who called himself "Little Pooh Man G?"
23 A. No.
24 Q. Did you tell Las Vegas Metropolitan Police
25 that the shooter was Zak, who calls himself "Little

Page 37

1 Pooh Man G?"

2 A. No. I don't remember that, and I don't

3 believe I said that. So no.

4 Q. Did you tell Las Vegas Metropolitan Police

5 that the reason that these two men assaulted you was

6 because they had robbed you two years before?

7 A. No. I mean if you call not giving someone

8 money, I guess that's a robbery. But I didn't -- no,

9 I didn't say it was a robbery.

10 Q. When you were at Cheyenne High School, who

11 was the group of people that would trade video games?

12 A. I didn't know everyone's name like that. I

13 don't remember.

14 Q. Do you remember --

15 A. It's been years ago.

16 Q. Do you remember any of the names of the

17 persons who would trade video games when you were at

18 Cheyenne High School?

19 A. Patrick.

20 Q. Do you know Patrick's last name?

21 A. No.

22 Q. Who else would you trade video games with?

23 A. I don't remember. Like I said, it was so

24 many years ago. It was just a group of us.

25 Q. Was DeWayne Cornwell one of the people that

Page 38

1 you would trade video games with?

2 A. I don't even know who a DeWayne Cornwell

3 is.

4 Q. Before the shooting, did either the shooter

5 or the second man ever threaten that he was going to

6 kill you?

7 A. Repeat that?

8 Q. Before the shooting -- not at the scene of

9 Meadows Mall -- did either the shooter or the second

10 man ever threaten that he was going to kill you?

11 A. No. No.

12 Q. Before the shooting had either the shooter

13 or the second man stolen \$150 that your father had

14 given you?

15 A. Had they stolen \$150 from me?

16 Q. That your father had given you, yes.

17 A. I don't even know who the shooter is.

18 Q. Well, what about the second man? Had the

19 second man stolen \$150 from you, before this

20 shooting?

21 A. He had not given me \$150 for my Play

22 Station 3. I told you that already, you know?

23 Q. Now, you said that you could not describe

24 the shooter. How about the second man? Can you

25 describe what the second man -- what Pooh Man was

Page 39

1 wearing at the time of the shooting?

2 A. No. I don't remember.

3 Q. Was the second man wearing a baseball cap

4 when he shot you?

5 A. I don't remember. I never even got a look

6 at the -- who are you referring to as the second man?

7 Pooh Man?

8 Q. Pooh Man. Not the shooter.

9 A. Okay. Repeat it. Was he wearing a hat?

10 Q. Yes, a baseball hat.

11 A. I don't remember that. I don't even

12 remember what he had on. I answered that.

13 Q. Did he have on a baseball shirt?

14 A. I'm not sure. I don't remember what he had

15 on that night. I wasn't paying no attention to what

16 he had on. I was looking for security at the time,

17 for my safety. This is about my life.

18 Q. Okay. So before the shooting did either

19 the shooter or the second man dodge a glass bottle

20 that you had thrown at them?

21 A. I don't know anything about a glass bottle.

22 You asked me that, too. I don't know anything about

23 a glass bottle being thrown, dodged, whatever. No.

24 Q. Before the shooting did the second man push

25 you to the ground?

Page 40

1 A. I'm not sure. I remember when I was hit

2 and kicked when I was on the ground.

3 I was sitting down on the bench,

4 he hit me. As I fell to the ground he kicked me.

5 Then I was shot after that. I told you that.

6 Q. Did the second man punch you before he

7 pushed you to the ground, or kicked you?

8 A. Did he punch me?

9 Q. Yes.

10 A. Yes. He punched me before I hit the

11 ground, and then he kicked me when I was on the

12 ground.

13 Q. How many times did he kick you?

14 A. I'm not sure.

15 Q. Was it more than once?

16 A. I'm not sure. It could have been.

17 Q. Where did he kick you? Where on your body?

18 A. I'm not sure. I just know I was kicked.

19 Q. Well, was it in your head, or your body, or

20 your legs?

21 A. I don't remember.

22 Q. Before the shooting did Pooh Man say, "Zak,

23 get him?"

24 A. I'm not sure. I don't know who a Zak is.

25 I don't know none of that. Like I don't know what

Page 41

1 you're asking me.

2 Q. Could you identify Pooh Man if you saw a

3 picture of him?

4 A. Yes.

5 Q. Did the police ever show you a picture of

6 Pooh Man?

7 A. Yes, and I circled him plain as day.

8 Q. So you chose Pooh Man out of a lineup?

9 A. Yes. Now, that I do remember.

10 Q. Was it an in-person lineup or was it a

11 photographic lineup?

12 A. It was a photographic lineup, and I circled

13 his face plain as day.

14 Q. Where did that lineup take place? Where

15 did they show you the photographic --

16 A. UMC Hospital.

17 Q. Hold on one second, okay? Let me finish

18 the question.

19 Where did the police show you the

20 photographic lineup, and you identified Pooh Man?

21 A. UMC Hospital. It was by paper.

22 Q. How long after the shooting did you

23 identify Pooh Man at UMC Hospital?

24 A. I'm not sure.

25 Q. What's your best estimate?

Page 42

1 A. I guess when I woke up from my coma. I

2 really can't give a best estimate. I don't know.

3 Q. Was Pooh Man in the same grade as you at

4 school?

5 A. I'm not sure. I didn't know the guy like

6 that. I used to just trade video games with him.

7 That's it.

8 Q. Was Pooh Man younger or older than you?

9 A. I'm not sure.

10 Q. Is that, "I don't know?"

11 A. "I don't know," yes. I don't know. Again,

12 I didn't know him like that.

13 Q. Did Pooh Man go to Cheyenne High School?

14 A. Yes. I do know he attended Cheyenne High

15 School.

16 Q. And you do not know Pooh Man's real name,

17 correct?

18 A. No.

19 Q. Correct?

20 A. I don't know his real name, no. You said

21 answer "yes" or "no," so I'm saying "no."

22 Q. Okay. And so you don't know if Pooh Man's

23 real name is Ashley Bernard Christmas?

24 A. You just asked that and I just said, "No."

25 MR. CHURCHILL: I'm pretty sure that's

Page 43

1 the exact same question.

2 MR. AICKLEN: No, I added "Bernard."

3 THE WITNESS: Okay.

4 MR. AICKLEN: I added "Bernard."

5 THE WITNESS: Okay. No, I don't know.

6 That's a "no."

7 BY MR. AICKLEN:

8 Q. Did they ever call Pooh Man "PMG?"

9 A. I don't know. You asked that, too.

10 MR. CHURCHILL: Asked and answered.

11 BY MR. AICKLEN:

12 Q. When the police showed you the photographic

13 lineup and you identified Pooh Man, did you ask the

14 police if you could keep the copies of the pictures?

15 A. No. And if I did, I don't remember. But

16 no, because I don't have them to this day.

17 I have all my documents from this

18 time -- from when it happened to me, all up until

19 now. It's all in my mother's file cabinet.

20 Q. When you were at UMC Hospital, did anyone

21 come to your hospital room and threaten retaliation

22 against you if you identified the shooter, or Pooh

23 Man?

24 A. No.

25 Q. Did the Cornwell family go to your hospital

Page 44

1 room at UMC?

2 A. I don't know who the Cornwell is. I don't

3 know what's a Cornwell.

4 Q. When the police asked you if you would be

5 willing to testify against Pooh Man, did you tell

6 them that you would testify against Pooh Man?

7 A. Yes. If I circled his face, of course I

8 would testify against him.

9 Q. So when the police officer showed you the

10 photographic lineup, did you identify anyone?

11 A. I identified Pooh Man.

12 Q. Did the police officers tell you what Pooh

13 Man's real name was?

14 A. No. And if they did, I totally don't

15 remember. But no, because that's something I would

16 have remembered.

17 Q. All right.

18 MR. AICKLEN: If you guys don't mind,

19 I'd like to take about a five-minute break. Is that

20 okay?

21 MR. CHURCHILL: That's fine.

22 MR. AICKLEN: How are you doing? Are

23 you okay to go two hours? We had planned to have you

24 to go until about 12:00 o'clock.

25 THE WITNESS: I'm fine. We can go

Page 45

1 until 12:00 o'clock.
2 MR. AICKLEN: Okay. Very good.
3 VIDEOGRAPHER: The time is 11:22 a.m.
4 We're off the video record.
5 (Recess.)
6 VIDEOGRAPHER: We're back on the
7 record. The time is 11:36 a.m. You may proceed.
8
9 EXAMINATION
10 BY MS. RENWICK:
11 Q. Mr. Hawkins, I introduced myself on the
12 record earlier. My name is Charlene Renwick and I
13 represent GGP Meadows Mall LLC, in addition to Myatt
14 Services and Mark Warner.
15 Now, going back to the two minutes
16 before the shooting, you were sitting on the bench
17 you mentioned, correct?
18 A. Correct.
19 Q. Now, when Pooh Man came over to you, I
20 believe your testimony was that you heard him being
21 told to get to the back of the line because he was
22 trying to cut in, at which point he noticed you and
23 came up to you?
24 A. Correct.
25 Q. Okay. What did he say to you when he

Page 46

1 noticed you?
2 A. Well, he said -- we talked about the game
3 that he owed me. The gossip -- well, he was just
4 talking really reckless, like saying --
5 Q. Can I just stop you for a second there? My
6 question was, "What did he say?" For example, did he
7 say, "Hey?" Did he say, "Hi?" Did he acknowledge
8 you? Did he call you by name?
9 A. No. He just walked up and said about that
10 game, and I went on, you know, with the conversation.
11 But as I seen that he had been
12 drinking, and the conversation had got more
13 aggressive by him, you know, calling me out of my
14 name and stuff like that -- I won't say the cuss
15 words that he was saying, you know.
16 Q. Well, I'm going to ask you to repeat the
17 cuss words that he was saying. What did he say to
18 you? What did he call you?
19 A. Like he called me a bitch, and he told me
20 that I was never going to get the \$150 that he owed
21 me for the Play Station 3.
22 And that's when I noticed that the
23 conversation was just getting totally out of hand,
24 and I was, you know, telling people that were
25 standing around looking, "Get help from security."

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1 Q. You mentioned that you were at the shoe
2 release with your cousin Keisha.
3 A. Yes.
4 Q. Where was your cousin Keisha?
5 A. She was standing in line. She was at our
6 spot in line.
7 Q. She was in line?
8 A. Yes.
9 Q. And about how far away from you was she?
10 A. I'm not sure. I'm not sure.
11 Q. Was she within eyesight?
12 A. Yes.
13 Q. Would you be able to speak to her from that
14 distance? Could you call over to her?
15 A. I'm not sure. I probably would have to --
16 I'm not sure. I'm not sure.
17 Q. So you had a conversation with Pooh Man for
18 five minutes?
19 A. Yes.
20 Q. And during that time you were looking for
21 security?
22 A. Yes.
23 Q. And calling for security?
24 A. Yes.
25 Q. And in that five minutes did you call for

Page 48

1 security on your phone?
2 A. No. I didn't even have time to.
3 Q. You had five minutes, but you didn't have
4 time to call for security?
5 A. Well, he was getting aggressive with me.
6 Yes, I didn't have time. I didn't think about it. I
7 was just calling for security around. There was 70
8 people there. I'm pretty sure someone else could
9 have picked up their phone and called for security.
10 Q. Did your cousin hear you call for security?
11 A. Yes.
12 Q. Did she confirm that with you after the
13 shooting, that she heard you call for security?
14 A. Yes. She said that she called 911
15 actually.
16 Q. Did she call 911 at the time you called for
17 security, or after you had been shot?
18 A. I believe after I had been shot. I'm not
19 sure.
20 Q. Did your cousin come to your aid when you
21 were calling for security?
22 A. I'm not sure. I don't remember.
23 Q. Did anybody offer you any assistance when
24 you were calling for security?
25 A. No. Everyone just stood around and looked

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1 with their stupid cellphones, as usual.
2 Q. How loudly did you call for security? Can
3 did you imitate --
4 A. Loud enough for everyone to hear me.
5 Q. Okay. In the volume that you called for
6 security that night, I want you to --
7 A. Morning.
8 Q. Sorry, that morning. Excuse me.
9 A. "Someone call for help. I need security.
10 He's getting aggressive with me. He's talking
11 reckless."
12 Q. And those were your exact words?
13 A. Yes. Everyone heard me.
14 Q. When -- actually, let's backtrack.
15 I believe you mentioned that Pooh
16 Man hit you?
17 A. Yes, he did.
18 Q. Where did he hit you?
19 A. In my face.
20 Q. Punched you in the face?
21 A. Yes.
22 Q. Were you sitting down at the time?
23 A. Yes.
24 Q. Did he punch you directly, like face front?
25 Or was it to the side of the face?

Page 50

1 A. I'm not sure. I just remember that I was
2 punched in the face.
3 Q. Okay. And then you fell down?
4 A. I fell to the ground, and then I was
5 kicked.
6 Q. You were sitting though, correct?
7 A. Yes.
8 Q. So you fell off the bench that you were
9 sitting on?
10 A. Yes.
11 Q. Prior to the shooting, had you ever been
12 jumped before?
13 A. No. Well, it happened when I was a kid,
14 but --
15 Q. How old were you?
16 A. I was like 13, I believe.
17 Q. And where were you when you were jumped?
18 A. I was in a park playing football with my
19 nephew.
20 Q. What park was that?
21 A. We stayed in -- I believe Alpine Village at
22 the time.
23 Q. And who jumped you?
24 A. I'm not sure. I don't know.
25 Q. Was it Pooh Man?

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1 A. No. I didn't even know him at the time.
2 Q. Were you attending Cheyenne at this time?
3 A. No. I wasn't even in high school.
4 Q. Were you injured when you were jumped?
5 A. Not badly.
6 Q. Did you have to receive medical treatment?
7 A. No.
8 Q. You didn't go to UMC for that?
9 A. Oh. Well, yeah, I did, because I was
10 bitten, and they had to test me for like HIV and
11 different -- you know.
12 Q. You were bit?
13 A. Yes. It happened when I was a kid. I was
14 a kid. It was just kid stuff.
15 Q. Were you robbed at that point? Did they
16 take something from you?
17 A. No.
18 Q. And I believe you testified earlier that
19 you have no recollection of a bottle the night you
20 were shot -- a bottle breaking?
21 A. No, I don't remember.
22 MR. AICKLEN: The morning.
23 MS. RENWICK: I'm sorry, the morning.
24 I keep saying "evening."
25 THE WITNESS: It happened around 3:30

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1 in the morning. But no, I don't remember.
2 BY MS. RENWICK:
3 Q. Have you ever been to a shoe release prior
4 to the one that you were at, that you were shot at?
5 Have you ever been to a shoe release at the Meadows
6 Mall before?
7 A. Yes, plenty. I used to always go with
8 Keisha to shoe releases.
9 Q. And how many have you been to at the
10 Meadows Mall?
11 A. I'm not sure.
12 Q. Would it be more than five?
13 A. I believe so. I'm not sure. I know I've
14 been quite a few times.
15 Q. And would you always attend with your
16 cousin?
17 A. Yes. She was the one that was into the
18 shoes. Not me.
19 Q. And I believe you testified earlier that
20 you had no idea that you were going to be shot. Is
21 that accurate?
22 A. Yes. It happened out of nowhere.
23 Q. Did you anticipate being hit by Pooh Man?
24 A. Repeat that?
25 Q. Did you anticipate being hit by Pooh Man?

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1 Did you expect to be in a fight with him?
2 A. No. But he was drunk. He was talking
3 recklessly to me and calling me out of my name and
4 stuff. So I believed that it would have led -- it
5 did lead to that.
6 But at the time I was calling for
7 security, so something should have been -- I should
8 have had help somewhere, you know?
9 Q. In your prior dealings with Pooh Man, you
10 mentioned that you traded video games with him.
11 A. Yes.
12 Q. Did you ever know him to be armed?
13 A. No, not at all.
14 Q. Did you ever know him to be violent?
15 A. No, not at all.
16 Q. At the prior shoe releases you've been to
17 at the Meadows Mall, have you ever seen anybody get
18 shot?
19 A. No, but I seen a lot of like cutting in
20 line, fussing and fighting. There's always something
21 going on at the mall when it's time for those shoe
22 releases, because people really want those shoes, and
23 people get hurt over them.
24 It's like Black Friday. They
25 fight over, you know, material stuff, and there's

Page 54

1 always pushing and shoving and cutting in line, and
2 stuff like that.
3 Q. Had you ever been to a shoe release at
4 Meadows Mall where you were camped out, like you were
5 the night that you were shot?
6 A. Yes.
7 Q. And the police had been called?
8 A. And the police had been called? No. No.
9 Sorry, I didn't wait until you finished your
10 question.
11 Q. That's quite all right.
12 A. I'm sorry.
13 Q. Can you estimate how long it was from the
14 time that you were punched by Pooh Man, to the time
15 that you were shot?
16 A. No. I don't remember. I can't remember
17 that. I just know that we were talking for five
18 minutes, and that's it. That's all the time I
19 remember.
20 Q. Prior to your shooting, had you ever had a
21 gun pulled on you before?
22 A. No, not at all. Never in my life.
23 Q. Did you ever tell Las Vegas Metro Police
24 that somebody had drew down on you?
25 A. I don't remember.

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1 Q. After the shooting, did anybody in your
2 family tell you that someone had come to the hospital
3 to threaten you or your family, regarding you
4 identifying the shooter?
5 A. No.
6 Q. Do you recall speaking to a Dr. Barness at
7 UMC after your shooting?
8 A. I don't remember. I spoke to so many
9 doctors, I really don't remember.
10 Q. Do you remember speaking to a psychiatrist?
11 A. I don't remember. I spoke to numerous
12 psychiatrists. But at the time when I got shot, no,
13 I don't remember.
14 Q. Do you recall telling Dr. Barness that you
15 had observed somebody at the lineup who had robbed
16 you a few years prior to the shooting?
17 A. No, I don't remember.
18 MR. AICKLEN: I'm sorry. It is "no,"
19 or "I don't remember?"
20 THE WITNESS: I don't remember.
21 MR. AICKLEN: Thank you.
22 BY MS. RENWICK:
23 Q. After you were shot, did anybody come over
24 to help you?
25 A. Yes.

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1 Q. Do you recall who that was?
2 A. No, I don't know who he is.
3 Q. Does the name D'Andre Thompson ring a bell?
4 A. No, it doesn't. I don't know who the guy
5 is. I just remember him taking his shirt off and
6 putting it under my head as if it was a pillow, after
7 the shooting.
8 Q. Do you remember talking to him?
9 A. No.
10 Q. Do you recall telling the person who helped
11 you that you knew the person who shot you?
12 A. No, I don't remember that.
13 Q. You mentioned that Pooh Man punched you,
14 you fell to the ground, he kicked you, and then he
15 had somebody shoot you.
16 A. Yes.
17 Q. How did he have somebody shoot you?
18 A. I don't know. I just know that I was shot.
19 And if I was punched and kicked by him, of course you
20 would think that he had something to do with it.
21 Q. So you didn't hear him say anything?
22 A. No.
23 MR. AICKLEN: Can I ask a quick
24 question?
25 MS. RENWICK: Absolutely.

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1 FURTHER EXAMINATION
2 BY MR. AICKLEN:
3 Q. How do you know Pooh Man wasn't the
4 shooter.
5 A. I don't know. I don't know.
6 Q. MR. AICKLEN: Okay. Thank you.
7 MS. RENWICK: All right.
8 THE WITNESS: All I remember Pooh Man
9 doing is hitting me, and when I fell to the ground he
10 kicked me.
11 BY MR. AICKLEN:
12 Q. But you said you didn't actually see who
13 the shooter was, correct?
14 A. I didn't.
15 Q. So it could have been Pooh Man?
16 A. I don't know.
17 Q. Okay.
18 A. I don't recall seeing Pooh Man with a gun,
19 so of course you would assume that it was someone
20 else, you know?
21 MR. AICKLEN: We're almost at noon.
22 Did you want to wrap this up?
23 MR. RENWICK: Yeah. Why don't we cut
24 it there.
25 VIDEOGRAPHER: This concludes today's

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1 deposition of X'Zavion Hawkins on February 12, 2016.
2 The time is 11:55 a.m. We're off the video
3 record.G4.
4
5
6 (The deposition concluded at 11:55 a.m.)
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1 REPORTER'S CERTIFICATE
2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)
5 I, Carol O'Malley, Nevada Certified Court
6 Reporter 178, do hereby certify:
7 That I reported the taking of the video
8 deposition of X'ZAVION HAWKINS on February 12, 2016
9 commencing at the hour of 10:24 a.m.;
10 That prior to being examined, the witness was by
11 me duly sworn to testify to the truth, the whole
12 truth, and nothing but the truth;
13 That I thereafter transcribed my said
14 shorthand notes into typewriting and that the
15 typewritten transcription of said deposition is a
16 complete, true, and accurate transcription of my said
17 shorthand notes taken down at said time. Review of
18 the transcript was requested.
19 I further certify that I am not a relative or
20 employee of an attorney or counsel involved in said
21 action, nor financially interested in said action.
22 IN WITNESS WHEREOF, I have hereunto set my hand
23 in my office in the County of Clark, State of Nevada,
24 this 24th day of February, 2016.
25 *Carol O'Malley*
Carol O'Malley, CCR No 178

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1 DEPOSITION ERRATA SHEET
2
3 File No. J0263337
4 Case Caption: Hawkins vs. GGP Meadows Mall, et al.
5
6
7
8 DECLARATION UNDER PENALTY OF PERJURY
9
10 I declare under penalty of perjury that I have
11 read the entire transcript of my deposition taken in
12 the captioned matter or the same has been read to me,
13 and the same is true and accurate, save and except
14 for changes and/or corrections, if any, as indicated
15 by me on the DEPOSITION ERRATA SHEET hereof, with the
16 understanding that I offer these changes as if still
17 under oath.
18
19 Signed this day of , 20 .
20
21
22 X'ZAVION HAWKINS
23
24
25

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1 DEPOSITION ERRATA SHEET
2 Page No. Line No. Change to:
3 Reason for change:
4 Page No. Line No. Change to:
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17 Reason for change:
18 Page No. Line No. Change to:
19 Reason for change:
20 Page No. Line No. Change to:
21 Reason for change:
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23
24 SIGNATURE: DATE:
X'ZAVION HAWKINS
25

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1 DEPOSITION ERRATA SHEET
2 Page No. Line No. Change to:
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17 Reason for change:
18 Page No. Line No. Change to:
19 Reason for change:
20 Page No. Line No. Change to:
21 Reason for change:
22
23
24 SIGNATURE: DATE:
X'ZAVION HAWKINS
25

EXHIBIT D

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REGISTER OF ACTIONS

CASE NO. A-15-717577-C

X'Zavion Hawkins, Plaintiff(s) vs. GGP Meadows Mall, LLC, Defendant(s)

§
§
§
§
§
§

Case Type: **Negligence - Premises Liability**

Date Filed: **04/27/2015**

Location: **Department 31**

Cross-Reference Case Number: **A717577**

PARTY INFORMATION

Lead Attorneys

Defendant	GGP Meadows Mall, LLC	David S Lee <i>Retained</i> 702-880-9750(W)
Defendant	Mydatt Services Inc <i>Doing Business As</i> Valor Security Services	David S Lee <i>Retained</i> 702-880-9750(W)
Defendant	Warner, Mark	Mitchell J. Resnick <i>Retained</i> 702-997-3800(W)
Plaintiff	Hawkins, X'Zavion	David J. Churchill <i>Retained</i> 702-868-8888(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

07/22/2015	Dismissal Pursuant to NRCP 41 (Judicial Officer: Kishner, Joanna S.) Debtors: Mydatt Services Inc (Cross Defendant) Creditors: GGP Meadows Mall, LLC (Cross Claimant) Judgment: 07/22/2015, Docketed: 07/29/2015
07/23/2015	Dismissal Pursuant to NRCP 41 (Judicial Officer: Kishner, Joanna S.) Debtors: Mark Warner (Cross Defendant) Creditors: GGP Meadows Mall, LLC (Cross Claimant) Judgment: 07/23/2015, Docketed: 07/29/2015
02/04/2016	Order of Dismissal With Prejudice (Judicial Officer: Kishner, Joanna S.) Debtors: GGP Meadows Mall, LLC (Defendant), Mydatt Services Inc (Defendant), Mark Warner (Defendant) Creditors: X'Zavion Hawkins (Plaintiff) Judgment: 02/04/2016, Docketed: 02/11/2016 Comment: Certain Claims

OTHER EVENTS AND HEARINGS

04/27/2015	Case Opened
04/27/2015	Complaint <i>Complaint</i>
05/11/2015	Affidavit of Service <i>Affidavit of Service - Mydatt Services Inc dba Valor Security Services</i>
05/15/2015	Affidavit of Service <i>Affidavit of Service - GGP Meadows Mall LLC</i>
05/20/2015	Answer to Complaint <i>Defendant Mydatt Services Inc dba Valor Security Services Answer to Plaintiff's Complaint</i>
05/20/2015	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
05/20/2015	Demand for Jury Trial <i>Demand for Jury Trial</i>
05/20/2015	Answer and Crossclaim <i>Defendant GGP Meadows Mall, LLC's Answer and Cross-Claims</i>
05/20/2015	Initial Appearance Fee Disclosure <i>Defendant GGP Meadows Mall, LLC's Initial Appearance Fee Disclosure</i>
05/29/2015	Affidavit of Service <i>Affidavit of Service - Mark Warner</i>
05/30/2015	Answer to Complaint <i>Defendant Mark Warner's Answer to Plaintiff's Complaint</i>
05/30/2015	Demand for Jury Trial

	<i>Demand for Jury Trial</i>
05/31/2015	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
06/01/2015	Notice of Department Reassignment <i>Notice of Department Reassignment</i>
06/01/2015	Peremptory Challenge <i>Plaintiff's Peremptory Challenge of Judge Michelle Leavitt</i>
06/03/2015	Notice of Early Case Conference <i>Notice of Early Case Conference</i>
06/22/2015	Amended Notice of Early Case Conference <i>Amended Notice of Early Case Conference</i>
06/23/2015	Early Case Conference List of Witnesses & Production of Docs <i>Plaintiff's Early Case Conference Disclosure of Witnesses and Exhibits</i>
06/25/2015	Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption</i>
07/08/2015	Notice <i>Notice of Change of Handling Attorney Within Firm</i>
07/10/2015	Notice of Medicaid Lien <i>Notice of Medicaid Lien (NRS 422.293)</i>
07/21/2015	Individual Case Conference Report <i>Plaintiff X'Zavion Hawkins' Individual Case Conference Report</i>
07/22/2015	Notice of Voluntary Dismissal <i>Defendant/Cross-Claimant GGP Meadows Mall, LLC's Notice of Voluntary Dismissal of Cross-Claims as to Defendant/Cross-Defendant Mydatt Services, Inc. d/b/a Valor Security Services</i>
07/23/2015	NRCP 16.1 Initial List of Witnesses and Documents <i>Defendants Mydatt Services' and Mark Warner's Initial Disclosure of Information Pursuant to NRCP 16.1</i>
07/23/2015	Notice of Voluntary Dismissal <i>Defendant/Cross-Claimant GGP Meadows Mall, LLC's Notice of Voluntary Dismissal of Cross-Claims as to Defendants/Cross-Defendants Mark Warner, Does 1 Through 10, Doe Security Guards 11 Through 20, and Roe Entities 21 Through 30</i>
07/23/2015	Demand for Jury Trial <i>Defendant GGP Meadows Mall, LLC's Demand for Jury Trial</i>
07/23/2015	Joint Case Conference Report <i>Joint Defense Case Conference Report Filed on Behalf of All Defendants</i>
07/29/2015	Amended Notice <i>Amended Notice of Deposition of Custodian of Records-Dispatch Research Department -Las Vegas Metropolitan Police Department</i>
08/05/2015	Supplemental Disclosure of Witnesses & Documents <i>Plaintiff's First Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
08/12/2015	Supplement to List of Witnesses & Documents <i>Plaintiff's Second Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
08/19/2015	Supplement to List of Witnesses & Documents <i>Plaintiff's Third Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
08/21/2015	Supplement to List of Witnesses & Documents <i>Plaintiff's Fourth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
09/01/2015	Notice to Appear for Discovery Conference <i>Notice to Appear for Discovery Conference</i>
09/01/2015	Supplement to List of Witnesses & Documents <i>Plaintiff's Fifth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
09/09/2015	Notice of Appearance <i>Notice of Appearance</i>
09/14/2015	Supplement to List of Witnesses & Documents <i>Plaintiff's Sixth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
09/15/2015	Discovery Conference (9:30 AM) (Judicial Officer Bulla, Bonnie) <u>Parties Present</u> <u>Minutes</u> Result: Scheduling Order Will Issue
09/16/2015	Supplement to List of Witnesses & Documents <i>Plaintiff's Seventh Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
09/17/2015	Notice of Deposition <i>Notice of Deposition of DeAndre M. Thompson</i>
09/21/2015	Application for Issuance of Commission to Take Deposition <i>Application for Issuance of Commission to Take Deposition Outside State of Nevada</i>
09/21/2015	Notice of Appearance <i>Notice of Appearance</i>
09/22/2015	Substitution of Attorney <i>Substitution of Counsel</i>
09/23/2015	Commission to Take Deposition Outside the State of Nevada <i>Commission to Take Deposition Outside State of Nevada RE: DeAndre M. Thompson</i>
09/24/2015	Scheduling Order <i>Scheduling Order</i>
09/28/2015	Supplement to List of Witnesses & Documents <i>Plaintiff's Eight Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
09/30/2015	Notice <i>Notice of Disassociation of Counsel</i>
10/06/2015	Supplement to Early Case Conference List <i>Plaintiff's Ninth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
10/15/2015	Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call <i>Order Setting Civil Jury Trial, Pre-Trial, and Conference, Calendar Call and Status Check</i>
11/16/2015	Notice of Association of Counsel <i>Notice of Association of Counsel</i>
11/16/2015	Certificate of Service <i>Certificate of Service</i>
11/25/2015	Affidavit of Service <i>Affidavit of Service</i>
12/10/2015	Supplement to List of Witnesses & Documents

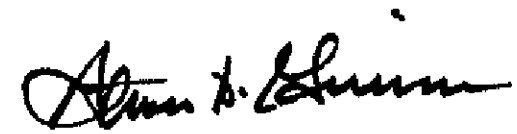
12/15/2015	<i>Plaintiff's Tenth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
	Supplement to List of Witnesses & Documents
01/04/2016	<i>Plaintiff's Eleventh Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
	Supplement to Early Case Conference List
01/20/2016	<i>Plaintiff's Twelfth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
	Supplement to List of Witnesses & Documents
01/26/2016	<i>Plaintiff's Thirteenth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
	Subpoena
	<i>Subpoena for Deposition (Personal Appearance) Detective Majors</i>
02/04/2016	Stipulation and Order
	<i>Stipulation and Order to Dismiss Plaintiff's Wage Loss Claims</i>
02/04/2016	Notice of Entry of Stipulation and Order
	<i>Notice of Entry of Stipulation and Order to Dismiss Plaintiff's Wage Loss Claims</i>
02/12/2016	Stipulation and Order
	<i>Stipulation and Order for Extension of Discovery (First Request)</i>
02/17/2016	Notice of Entry of Stipulation and Order
	<i>Notice of Entry of Stipulation and Order for Extension of Discovery (First Request)</i>
02/18/2016	Objection
	<i>Plaintiff's Objection to Defendants MyDatt Services, Inc.'s dba Valor Security Services and Mark Warer's NRCP 16.1(A) Third Supplement to Early Case Conference List of Witnesses and Production of Documents</i>
02/25/2016	Supplement to List of Witnesses & Documents
	<i>Plaintiff's Fourteenth Supplement to Early Case Conference Disclosure of Witnesses and Exhibits</i>
03/01/2016	Notice of Taking Deposition
	<i>Notice of Taking Deposition of the Custodian of Records for Facebook, Inc.</i>
03/01/2016	Application for Issuance of Commission to Take Deposition
	<i>Application for Issuance of Commission to Take Out of State Deposition of the Custodian of Records for Facebook, Inc.</i>
03/02/2016	Subpoena Duces Tecum
	<i>Subpoena Duces Tecum (Custodian of Records for Facebook, Inc.)</i>
03/02/2016	Amended Notice of Taking Deposition
	<i>First Amended Notice of Taking Deposition of the Custodian of Records for Facebook, Inc.</i>
03/02/2016	Amended
	<i>Amended Application for Issuance of Commission to take Out of State Deposition of the Custodian of Records for Facebook, Inc.</i>
03/07/2016	Amended Notice of Taking Deposition
	<i>Second Amended Notice of Taking Deposition of Custodian of Records for Facebook, Inc.</i>
03/07/2016	Application for Issuance of Commission to Take Deposition
	<i>Application for Issuance of Commission to Take Out of State Deposition of the Custodian of Records for Facebook, Inc.</i>
03/07/2016	Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call
	<i>Amended Order Setting Civil Jury Trial, Pre-Trial Conference, Calendar Call and Status Check</i>
03/07/2016	Subpoena Duces Tecum
	<i>Amended Subpoena Duces Tecum (Custodian of Records for Facebook, Inc.)</i>
03/11/2016	Notice of Deposition
	<i>Notice of Deposition of Defendant Mydatt Security Services, Inc. d/b/a Valor Security Services' PMK(S) Pursuant to NRCP 30(b)(6)</i>
03/11/2016	Notice of Deposition
	<i>Notice of Deposition of Defendant GGP Meadows Mall LLC's PMK(S) Pursuant to NRCP 30(b)(6)</i>
03/14/2016	Commission to Take Deposition Outside the State of Nevada
	<i>Commission to Take Out of State Deposition of The Custodian of Records for Facebook, Inc.</i>
07/07/2016	CANCELED Status Check (9:00 AM) (Judicial Officer Kishner, Joanna S.)
	<i>Vacated - per Commissioner</i>
08/04/2016	CANCELED Pre Trial Conference (10:15 AM) (Judicial Officer Kishner, Joanna S.)
	<i>Vacated - per Commissioner</i>
08/30/2016	CANCELED Calendar Call (9:00 AM) (Judicial Officer Kishner, Joanna S.)
	<i>Vacated - per Commissioner</i>
09/06/2016	CANCELED Jury Trial (9:00 AM) (Judicial Officer Kishner, Joanna S.)
	<i>Vacated - per Commissioner</i>
09/08/2016	Status Check (9:00 AM) (Judicial Officer Kishner, Joanna S.)
10/13/2016	Pre Trial Conference (10:15 AM) (Judicial Officer Kishner, Joanna S.)
11/08/2016	Calendar Call (9:00 AM) (Judicial Officer Kishner, Joanna S.)
11/14/2016	Jury Trial (9:00 AM) (Judicial Officer Kishner, Joanna S.)

FINANCIAL INFORMATION

	Cross Claimant GGP Meadows Mall, LLC		
	Total Financial Assessment		223.00
	Total Payments and Credits		223.00
	Balance Due as of 03/16/2016		0.00
05/20/2015	Transaction Assessment		223.00
05/20/2015	Wiznet	Receipt # 2015-53289-CCCLK	(223.00)
		GGP Meadows Mall, LLC	
	Cross Defendant Mydatt Services Inc		
	Total Financial Assessment		223.00
	Total Payments and Credits		223.00
	Balance Due as of 03/16/2016		0.00
05/20/2015	Transaction Assessment		223.00
05/20/2015	Wiznet	Receipt # 2015-52829-CCCLK	(223.00)
		Mydatt Services Inc	
	Cross Defendant Warner, Mark		
	Total Financial Assessment		223.00

	Total Payments and Credits			223.00
	Balance Due as of 03/16/2016			0.00
06/01/2015	Transaction Assessment			223.00
06/01/2015	Wiznet	Receipt # 2015-56760-CCCLK	Warner, Mark	(223.00)
	Plaintiff Hawkins, X'Zavion			
	Total Financial Assessment			720.00
	Total Payments and Credits			720.00
	Balance Due as of 03/16/2016			0.00
04/28/2015	Transaction Assessment			270.00
04/28/2015	Wiznet	Receipt # 2015-44027-CCCLK	Hawkins, X'Zavion	(270.00)
06/02/2015	Transaction Assessment			450.00
06/02/2015	Wiznet	Receipt # 2015-57360-CCCLK	Hawkins, X'Zavion	(450.00)

EXHIBIT E



CLERK OF THE COURT

1 **ANSC**
2 **RESNICK & LOUIS, P.C.**
3 Mitchell Resnick, Esq., SBN: 12074
4 Jenny L. Foley, PhD., Esq., SBN: 9017
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11 *Attorneys for Valor Security Services*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 X'ZAVION HAWKINS, individually,

15 Plaintiff,

16 v.

17 GGP MEADOWS MALL LLC, a Delaware
18 Limited Liability Company; MYDATT
19 SERVICES, INC. d/b/a VALOR SECURITY
20 SERVICES, an Ohio Corporation; MARK
21 WARNER, individually; DOES 1 through 10;
22 DOE SECURITY GUARDS 11 through 20;
23 and ROE ENTITIES 21 through 30, inclusive,

24 Defendants.

CASE NO.: A-15-717577-C

DEPT: XII

**DEFENDANT MYDATT SERVICES,
INC. d/b/a VALOR SECURITY
SERVICES' ANSWER TO
PLAINTIFF'S COMPLAINT**

25 Defendant, Mydatt Services, Inc. d/b/a Valor Security Services (referred to herein as
26 "Valor Security"), by and through undersigned counsel, Mitchell Resnick, of the law firm
27 Resnick & Louis, P.C., hereby responds to Plaintiff X'Zavion Hawkins' Complaint as follows:

28 **JURISDICTION**

1. Valor Security is without sufficient information to either admit or deny the allegations
contained in paragraph 1 of Plaintiff's Complaint and on that basis denies same.

1 2. Valor Security is without sufficient information to either admit or deny the allegations
2 contained in paragraph 2 of Plaintiff's Complaint and on that basis denies same.

3 3. Valor Security denies the allegations contained in paragraph 3 of Plaintiff's Complaint in
4 that Mydatt Services d/b/a Valor Security Services no longer conducts business in Clark County
5 Nevada. Mydatt Services d/b/a Valor Security Services was purchased by Universal Protection
6 Service, a division of Universal Services of America Services of America, on or around, January
7 2015.

8 4. Valor Security is without sufficient information to either admit or deny the allegations
9 contained in paragraph 4 of Plaintiff's Complaint and on that basis denies same.

10 5. The allegations contained in paragraph 5 of Plaintiff's Complaint are vague and/or call
11 for a legal conclusion, on this basis Valor Security is without sufficient information to either
12 admit or deny the allegations contained in paragraph 5 of Plaintiff's Complaint and therefore
13 denies same.

14 6. Valor Security is without sufficient information to either admit or deny the allegations
15 contained in paragraph 6 of Plaintiff's Complaint and on that basis denies same.

16 7. Valor Security admits that the shooting incident that is the subject of this lawsuit
17 occurred in Clark County Nevada. Valor Security is without sufficient information to either
18 admit or deny the remaining allegations contained in paragraph 7 of Plaintiff's Complaint and on
19 that basis denies same.

20 8. Valor Security is without sufficient information to either admit or deny the allegations
21 contained in paragraph 8 of Plaintiff's Complaint and on that basis denies same.

22 9. Valor Security is without sufficient information to either admit or deny the allegations
23 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

24 **FACTS COMMON TO ALL CAUSES OF ACTION**

25 10. Valor Security is without sufficient information to either admit or deny the allegations
26 contained in paragraph 10 of Plaintiff's Complaint and on that basis denies same.
27
28

1 11. Valor Security is without sufficient information to either admit or deny the allegations
2 contained in paragraph 11 of Plaintiff's Complaint and on that basis denies same.

3 12. Valor Security is without sufficient information to either admit or deny the allegations
4 contained in paragraph 12 of Plaintiff's Complaint and on that basis denies same.

5 13. Valor Security is without sufficient information to either admit or deny the allegations
6 contained in paragraph 13 of Plaintiff's Complaint and on that basis denies same.

7 14. Valor Security is without sufficient information to either admit or deny the allegations
8 contained in paragraph 14 of Plaintiff's Complaint and on that basis denies same.

9 15. Valor Security is without sufficient information to either admit or deny the allegations
10 contained in paragraph 15 of Plaintiff's Complaint and on that basis denies same.

11 16. Valor Security is without sufficient information to either admit or deny the allegations
12 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

13 17. Valor is without sufficient information to either admit or deny the allegations contained
14 in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

15 18. Valor Security is without sufficient information to either admit or deny the allegations
16 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

17 19. Valor Security is without sufficient information to either admit or deny the allegations
18 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

19 20. Valor Security is without sufficient information to either admit or deny the allegations
20 contained in paragraph 20 of Plaintiff's Complaint and on that basis denies same.

21 21. Valor Security is without sufficient information to either admit or deny the allegations
22 contained in paragraph 21 of Plaintiff's Complaint and on that basis denies same.

23 22. Valor Security is without sufficient information to either admit or deny the allegations
24 contained in paragraph 22 of Plaintiff's Complaint and on that basis denies same.

25 23. Valor Security is without sufficient information to either admit or deny the allegations
26 contained in paragraph 23 of Plaintiff's Complaint and on that basis denies same.

1 24. Valor Security is without sufficient information to either admit or deny the allegations
2 contained in paragraph 24 of Plaintiff's Complaint and on that basis denies same.

3 25. Valor Security is without sufficient information to either admit or deny the allegations
4 contained in paragraph 25 of Plaintiff's Complaint and on that basis denies same.

5 **FIRST CAUSE OF ACTION**

6 **(Negligence)**

7 26. Valor Security hereby repeats, re-alleges and incorporates by reference each and every
8 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
9 forth herein verbatim. In so far as this Court determines that paragraph 26 contains allegations,
10 Valor Security hereby denies same.

11 27. Valor Security denies the allegations in paragraph 27 of Plaintiff's Complaint that call for
12 a legal conclusion and Valor is without sufficient information to either admit or deny the
13 remaining allegations contained in paragraph 27 of Plaintiff's Complaint and therefore denies
14 same.

15 28. Valor Security is without sufficient information to either admit or deny the allegations
16 contained in paragraph 28 of Plaintiff's Complaint and on that basis denies same.

17 29. Valor Security is without sufficient information to either admit or deny the allegations
18 contained in paragraph 29 of Plaintiff's Complaint and on that basis denies same.

19 30. Valor Security affirmatively alleges that at all relevant times Valor Security satisfied any
20 and all applicable duties owed to Plaintiff. Valor Security denies the allegations contained in
21 paragraph 30 of Plaintiff's Complaint and further denies the allegations in subparts a-h to
22 paragraph 30 of Plaintiff's Complaint.

23 31. Valor Security affirmatively alleges that at all relevant times Valor satisfied any and all
24 applicable duties owed to Plaintiff. Valor Security is without sufficient information to either
25 admit or deny the remaining allegations contained within paragraph 31 of Plaintiff's Complaint
26 and on that basis denies same.
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28

1 32. Valor Security affirmatively alleges that at all relevant times Valor Security satisfied any
2 and all applicable duties owed to Plaintiff. Valor Security is without sufficient information to
3 either admit or deny the remaining allegations contained within paragraph 32 of Plaintiff's
4 Complaint and on that basis denies same.

5 33. Valor Security affirmatively alleges that at all relevant times Valor satisfied any and all
6 applicable duties owed to Plaintiff. Valor Security is without sufficient information to either
7 admit or deny the remaining allegations contained within paragraph 33 of Plaintiff's Complaint
8 and on that basis denies same.

9 34. Valor Security affirmatively alleges that at all relevant times Valor Security satisfied any
10 and all applicable duties owed to Plaintiff. Valor Security is without sufficient information to
11 either admit or deny the remaining allegations contained within paragraph 34 of Plaintiff's
12 Complaint and on that basis denies same.

13 35. Valor Security is without sufficient information to either admit or deny the allegations
14 contained within paragraph 35 of Plaintiff's Complaint and on that basis denies same.

15 36. Valor Security is without sufficient information to either admit or deny the allegations
16 contained within paragraph 36 of Plaintiff's Complaint and on that basis denies same.

17 37. Valor Security is without sufficient information to either admit or deny the allegations
18 contained within paragraph 37 of Plaintiff's Complaint and on that basis denies same.

19 38. Valor Security is without sufficient information to either admit or deny the allegations
20 contained within paragraph 38 of Plaintiff's Complaint and on that basis denies same.

21 39. Valor Security denies that Plaintiff is entitled to attorney's fees. Valor Security is without
22 sufficient information to either admit or deny the remaining allegations contained within
23 paragraph 39 of Plaintiff's Complaint and on that basis denies same.
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1 49. Valor Security denies the allegations contained in paragraph 49 of Plaintiff's Complaint
2 as they apply to Valor Security.

3 50. Valor Security denies the allegations contained in paragraph 50 of Plaintiff's Complaint
4 as they apply to Valor Security.

5 51. Valor Security denies the allegations contained in paragraph 51 of Plaintiff's Complaint
6 as they apply to Valor Security.

7 52. Valor Security denies the allegations contained in paragraph 52 of Plaintiff's Complaint
8 as they may apply to Valor Security.

9 53. Valor Security denies that it was negligent. Valor Security denies that any acts by Valor
10 Security directly and proximately caused Plaintiff's injuries. Valor Security is without sufficient
11 information to either admit or deny the remaining allegations contained within paragraph 43 of
12 Plaintiff's Complaint and on that basis denies same.

13 54. Valor Security denies the allegations in paragraph 54 of Plaintiff's Complaint.
14

15 **FURTHER RESPONSES/GENERAL DENIAL**

16 55. As for Valor Security's further responses, Valor Security denies each and every
17 allegation not expressly admitted, denied or otherwise qualified

18 **FIRST SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
19 **(Failure to State a Claim for Relief)**

20 Valor Security alleges that the Complaint and each and every Claim for Relief stated
21 therein fails to state facts or other allegations sufficient to constitute a Claim for Relief, or any
22 Claim for Relief, as against Valor Security.

23 **SECOND SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
24 **(Negligence of Others/Breaches of Obligations by Others)**

25 Valor Security alleges that at all times mentioned herein, if Plaintiff was damaged, it was
26 proximately caused by the independent conduct of third parties or entities, both known and
27 unknown, and each of them, were negligent, careless and reckless and unlawfully conducted
28

1 themselves so as to substantially contribute to Plaintiff's purported damages, and said
2 negligence, if any, either bars in whole or in part damages sought herein against Defendant, and
3 any potential recovery against Valor Security must therefore be reduced accordingly.

4 **THIRD SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
5 **(Reduction to Percentage of Fault)**

6 Valor Security alleges that if it should be found that Valor Security is in any manner
7 legally responsible for the injury or damages, if any, sought by Plaintiff, which supposition is not
8 admitted but merely stated for the purpose of pleading this action, then any such injuries or
9 damages were proximately caused or contributed to by Plaintiff, and/or any other persons or
10 entities not parties to this action, and it is necessary that the proportionate degree of negligence,
11 fault or unreasonable conduct of each of said persons or entities, whether parties to this action or
12 not, be determined.

13 **FIFTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
14 **(Intervening or Superseding Cause)**

15 Valor Security alleges that the injuries and damages complained of in the Complaint, if
16 any, were proximately caused by an intervening or superseding action and/or inaction of others
17 over which Valor Security had no control, which intervening and superseding action and/or
18 inaction bars and/or diminishes Plaintiff's recovery, if any, against Valor Security.

19 **SIXTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
20 **(Waiver)**

21 Valor Security alleges that Plaintiff, through her own acts and omissions, waived the
22 right to recover damages from Defendant.

23 **SEVENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
24 **(Statute of Limitations and/or Repose)**

25 Valor Security alleges that the subject Complaint is barred by the applicable Statute of
26 Limitations and/or Repose.
27
28

1 **EIGHTH SEPARATE DISTINCT AFFIRMATIVE DEFENSE**
2 **(No Proximal Causation)**

3 Valor Security alleges that Plaintiff has not sustained any damages or injuries which have
4 been proximately caused by any purported act, omission, or breach of any duty on the part of
5 Valor Security.

6 **NINTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
7 **(Uncontrollable Event)**

8 Valor Security alleges that the events, injuries, losses and damages complained of in the
9 Complaint, if any, were the result of and solely caused by an irresistible, superhuman act which
10 no person could control and/or anticipate, to wit: an unusual and unprecedented event which
11 caused the purported accident alleged in the Complaint.

12 **TENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
13 **(Failure to Mitigate Damages)**

14 Valor Security alleges that Plaintiff, by the exercise of reasonable effort and/or care,
15 could have mitigated that amount of damages alleged to have been suffered, but that Plaintiff
16 failed, neglected and refused, and continue to fail and refuse, to exercise a reasonable effort to
17 mitigate the alleged damages.

18 **ELEVENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
19 **(Due Care and Circumspection)**

20 Valor Security alleges that at all times relevant to the allegations contained in Plaintiff's
21 Complaint, Valor Security acted with the due care and circumspection in the performance of any
22 and all duties imposed on it.

23 **TWELFTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
24 **(No Control or Possession)**

25 Valor Security alleges that it had no control over, or possession of, the area where
26 Plaintiff allege its damages took place.

27 ///

1 **THIRTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
2 **(Assumption of Risk)**

3 The perils or dangers, if any, existing at the time of Plaintiff's alleged injuries, if any,
4 were open and obvious and known to Plaintiff's who nevertheless conducted herself in such a
5 manner so as to expose herself to said perils and dangers, if any, and by so doing, assumed all the
6 risks attendant thereto.

7 **FOURTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
8 **(Estoppel)**

9 Valor Security alleges that Plaintiff, by virtue of his own acts and omissions, is estopped
10 from recovering damages from Valor Security.

11 **FIFTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
12 **(Failure to Join)**

13 Valor Security alleges that Plaintiff's claims are barred by virtue of his own failure to
14 join necessary and indispensable parties to this lawsuit.

15 **SIXTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
16 **(Unclean Hands)**

17 Valor Security alleges that this action is barred by the equitable doctrine of unclean
18 hands.

19 **SEVENTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
20 **(Misuse)**

21 Valor Security alleges that all damages sustained by Plaintiff, if any, by reason of the
22 matters referred to in the Complaint, resulted solely from unreasonable and improper use, and
23 misuse, of the products, machines, premises, conditions, facilities, or systems involved.

24 **EIGHTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
25 **(Discharge of Duties)**

26 Prior to commencement of this action, Valor Security duly performed, satisfied and
27 discharged all duties and obligations it may have owed to Plaintiff arising out of any and all
28

1 purported agreements, representations or contracts made by it or on behalf of Valor Security and
2 this action is therefore barred.

3 **NINETEENTH SEPARATE AND DISTINCT**
4 **AFFIRMATIVE DEFENSE**
5 **(Claim for Attorney's Fees Barred)**

6 Valor Security alleges that Plaintiff have failed to set forth facts sufficient to support an
7 award for attorney's fees or extra-contractual damages, and that accordingly any alleged claims
8 for attorney's fees or extra-contractual damages are barred.

9 **TWENTIETH SEPARATE AND DISTINCT**
10 **AFFIRMATIVE DEFENSE**
11 **(Attorney's Fees)**

12 Valor Security alleges that it has been necessary to employ the services of an attorney to
13 defend it in this action and a reasonable sum should be allowed Valor Security for attorney's
14 fees, together with costs of suit incurred herein.

15 **TWENTY-FIRST SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
16 **(NRCP Rule 8 Defenses)**

17 Valor Security hereby incorporates by reference those affirmative defenses enumerated in
18 Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further
19 investigation or discovery reveals the applicability of any such defenses, Valor Security reserves
20 the right to seek leave of Court to amend its Answer to specifically assert the same. Such
21 defenses are herein incorporated by reference for the specific purpose of not waiving same.

22 **TWENTY-SECOND SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
23 **(Right to Amend)**

24 Pursuant to NRCP 11, Valor Security presently has insufficient knowledge or information
25 on which to form a belief as to whether it has additional, as yet unstated affirmative defenses
26 available. Valor Security hereby reserves its right to insert additional affirmative defenses in the
27 event discovery and investigation indicate they would be appropriate.
28

WHEREFORE, having fully answered Plaintiff's Complaint, Valor Security respectfully requests the following relief:

A. That Plaintiff takes nothing by virtue of his Complaint;

B. That the Complaint is dismissed with prejudice and that Valor Security is awarded judgment in this action;

C. That Valor Security is awarded its costs incurred herein;

D. That Valor Security be awarded its attorneys' fees; and

E. For such other and further relief as the Court deems just and proper.

DATED this 19th day of May, 2015.

RESNICK & LOUIS, P.C.

By: /s/ Mitch Resnick
 Mitchell J. Resnick., Esq.
 Jenny Foley, PhD, Esq.
 5940 S. Rainbow Blvd.
 Las Vegas, NV 89118
 Telephone: (702) 997-3800
 Facsimile: (702) 997-3800
*Attorneys for Defendant Mydatt Services, Inc. d/b/a
 Valor Security Services*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that service of the foregoing ANSWER was served this 19th day of May, 2015, by:

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

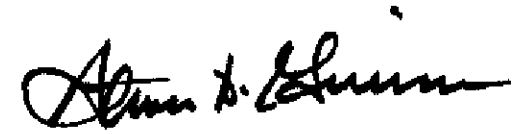
☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

/s/ Lily Richardson
An Employee of Resnick & Louis, P.C.

EXHIBIT F



CLERK OF THE COURT

1 **ANSC**
2 **RESNICK & LOUIS, P.C.**
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4 Jenny L. Foley, PhD., Esq., SBN: 9017
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10 Facsimile: (702) 997-3800

11 *Attorneys for Valor Security Services and Mark Warner*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 X'ZAVION HAWKINS, individually,

15 Plaintiff,

16 v.

17 GGP MEADOWS MALL LLC, a Delaware
18 Limited Liability Company; MYDATT
19 SERVICES, INC. d/b/a VALOR SECURITY
20 SERVICES, an Ohio Corporation; MARK
21 WARNER, individually; DOES 1 through 10;
22 DOE SECURITY GUARDS 11 through 20;
23 and ROE ENTITIES 21 through 30, inclusive,

24 Defendants.

CASE NO.: A-15-717577-C

DEPT: XII

**DEFENDANT MARK WARNER'S
ANSWER TO PLAINTIFF'S
COMPLAINT**

25 Defendant, Mark Warner (referred to herein as "Mr. Warner"), by and through
26 undersigned counsel, Mitchell Resnick, of the law firm Resnick & Louis, P.C., hereby responds
27 to Plaintiff X'Zavion Hawkins' Complaint as follows:

28 **JURISDICTION**

1. Mr. Warner is without sufficient information to either admit or deny the allegations
contained in paragraph 1 of Plaintiff's Complaint and on that basis denies same.

1 2. Mr. Warner is without sufficient information to either admit or deny the allegations
2 contained in paragraph 2 of Plaintiff's Complaint and on that basis denies same.

3 3. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained in paragraph 3 of Plaintiff's Complaint and on that basis denies same.

5 4. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained in paragraph 4 of Plaintiff's Complaint and on that basis denies same.

7 5. The allegations contained in paragraph 5 of Plaintiff's Complaint are vague and/or call
8 for a legal conclusion, on this basis Mr. Warner is without sufficient information to either admit
9 or deny the allegations contained in paragraph 5 of Plaintiff's Complaint and therefore denies
10 same.

11 6. Mr. Warner admits that he was and is a resident of Nevada and was previously employed
12 as the is without sufficient information to either admit or deny the allegations contained in
13 paragraph 6 of Plaintiff's Complaint and on that basis denies same.

14 7. Mr. Warner admits that the shooting incident that is the subject of this lawsuit occurred in
15 Clark County Nevada. Mr. Warner is without sufficient information to either admit or deny the
16 remaining allegations contained in paragraph 7 of Plaintiff's Complaint and on that basis denies
17 same.

18 8. Mr. Warner is without sufficient information to either admit or deny the allegations
19 contained in paragraph 8 of Plaintiff's Complaint and on that basis denies same.

20 9. Mr. Warner is without sufficient information to either admit or deny the allegations
21 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 10. Mr. Warner is without sufficient information to either admit or deny the allegations
24 contained in paragraph 10 of Plaintiff's Complaint and on that basis denies same.

25 11. Mr. Warner denies notice that violence, including but not limited to, fights and/or
26 slayings over Air Jordan and other professional athlete-endorsed shoes and/or the launch of other
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1 professional athlete-endorsed shoes are not uncommon locally. Mr. Warner is without sufficient
2 information to either admit or deny the remaining allegations contained in paragraph 11 of
3 Plaintiff's Complaint and on that basis denies same.

4 12. Mr. Warner admits that he knew that there would be a shoe launch on the morning of
5 August 17, 2013 at the Meadows Mall. Mr. Warner is without sufficient information to either
6 admit or deny the allegations contained in paragraph 12 of Plaintiff's Complaint and on that
7 basis denies same.

8 13. Mr. Warner admits he knew patrons seeking to purchase shoes at the shoe launch would
9 arrive before the mall opened. Mr. Warner is without sufficient information to either admit or
10 deny the remaining allegations contained in paragraph 13 of Plaintiff's Complaint and on that
11 basis denies same.

12 14. Mr. Warner affirmatively alleges that he satisfied any duties he owed to the Meadows
13 Mall patrons. Mr. Warner is without sufficient information to either admit or deny the remaining
14 allegations contained in paragraph 14 of Plaintiff's Complaint and on that basis denies same.

15 15. Mr. Warner is without sufficient information to either admit or deny the allegations
16 contained in paragraph 15 of Plaintiff's Complaint and on that basis denies same.

17 16. Mr. Warner is without sufficient information to either admit or deny the allegations
18 contained in paragraph 16 of Plaintiff's Complaint and on that basis denies same.

19 17. Valor is without sufficient information to either admit or deny the allegations contained
20 in paragraph 17 of Plaintiff's Complaint and on that basis denies same.

21 18. Mr. Warner is without sufficient information to either admit or deny the allegations
22 contained in paragraph 18 of Plaintiff's Complaint and on that basis denies same.

23 19. Mr. Warner is without sufficient information to either admit or deny the allegations
24 contained in paragraph 19 of Plaintiff's Complaint and on that basis denies same.

25 20. Mr. Warner is without sufficient information to either admit or deny the allegations
26 contained in paragraph 20 of Plaintiff's Complaint and on that basis denies same.
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1 21. Mr. Warner is without sufficient information to either admit or deny the allegations
2 contained in paragraph 21 of Plaintiff's Complaint and on that basis denies same.

3 22. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained in paragraph 22 of Plaintiff's Complaint and on that basis denies same.

5 23. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained in paragraph 23 of Plaintiff's Complaint and on that basis denies same.

7 24. Mr. Warner is without sufficient information to either admit or deny the allegations
8 contained in paragraph 24 of Plaintiff's Complaint and on that basis denies same.

9 25. Mr. Warner is without sufficient information to either admit or deny the allegations
10 contained in paragraph 25 of Plaintiff's Complaint and on that basis denies same.

11 **FIRST CAUSE OF ACTION**

12 **(Negligence)**

13 26. Mr. Warner hereby repeats, re-alleges and incorporates by reference each and every
14 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
15 forth herein verbatim. In so far as this Court determines that paragraph 26 contains allegations,
16 Mr. Warner hereby denies same.

17 27. Mr. Warner affirmatively alleges he satisfied any applicable duties that he owed to
18 Meadows Mall patrons. Mr. Warner denies any allegations in paragraph 27 of Plaintiff's
19 Complaint that call for a legal conclusion. Mr. Warner is without sufficient information to either
20 admit or deny the remaining allegations contained in paragraph 27 of Plaintiff's Complaint and
21 therefore denies same.

22 28. Mr. Warner denies that he created an unreasonably dangerous and unsafe condition. Mr.
23 Warner is without sufficient information to either admit or deny the remaining allegations
24 contained in paragraph 28 of Plaintiff's Complaint and on that basis denies same.

25 29. Mr. Warner is without sufficient information to either admit or deny the allegations
26 contained in paragraph 29 of Plaintiff's Complaint and on that basis denies same.
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1 30. Mr. Warner affirmatively alleges that at all relevant times he satisfied any and all
2 applicable duties he owed to Plaintiff. Mr. Warner denies the allegations contained in paragraph
3 30 of Plaintiff's Complaint and further denies each allegation in subparts a-h to paragraph 30 of
4 Plaintiff's Complaint.

5 31. Mr. Warner affirmatively alleges that at all relevant times he satisfied any and all
6 applicable duties he owed to Plaintiff. Mr. Warner is without sufficient information to either
7 admit or deny the remaining allegations contained within paragraph 31 of Plaintiff's Complaint
8 and on that basis denies same.

9 32. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
10 all applicable duties owed to Plaintiff. Mr. Warner affirmatively alleges that during the 5 years
11 he worked at the Meadows Mall there were no violent acts during shoe launches. Mr. Warner is
12 without sufficient information to either admit or deny the remaining allegations contained within
13 paragraph 32 of Plaintiff's Complaint and on that basis denies same.

14 33. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
15 all applicable duties he owed to Plaintiff. Mr. Warner affirmatively alleges that during the 5
16 years he worked at the Meadows Mall there were no violent acts during shoe launches. Mr.
17 Warner is without sufficient information to either admit or deny the remaining allegations
18 contained within paragraph 33 of Plaintiff's Complaint and on that basis denies same.

19 34. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
20 all applicable duties he owed to Plaintiff. Mr. Warner is without sufficient information to either
21 admit or deny the remaining allegations contained within paragraph 34 of Plaintiff's Complaint
22 and on that basis denies same.

23 35. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
24 all applicable duties he owed to Plaintiff. Mr. Warner denies that Plaintiff's alleged injuries were
25 the result of any act or inaction by Mr. Warner. Mr. Warner is without sufficient information to
26

1 either admit or deny the allegations contained within paragraph 35 of Plaintiff's Complaint and
2 on that basis denies same.

3 36. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained within paragraph 36 of Plaintiff's Complaint and on that basis denies same.

5 37. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained within paragraph 37 of Plaintiff's Complaint and on that basis denies same.

7 38. Mr. Warner is without sufficient information to either admit or deny the allegations
8 contained within paragraph 38 of Plaintiff's Complaint and on that basis denies same.

9 39. Mr. Warner denies that Plaintiff is entitled to attorney's fees. Mr. Warner is without
10 sufficient information to either admit or deny the remaining allegations contained within
11 paragraph 39 of Plaintiff's Complaint and on that basis denies same.

12 **SECOND CAUSE OF ACTION**

13 **(Respondeat Superior)**

14 40. Mr. Warner hereby repeats, re-alleges and incorporates by reference each and every
15 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
16 forth herein verbatim. In so far as this Court determines that paragraph 40 contains allegations
17 Mr. Warner hereby denies same.

18 41. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
19 all applicable duties he owed to Plaintiff. Mr. Warner is without sufficient information to either
20 admit or deny the allegations contained within paragraph 41 of Plaintiff's Complaint and on that
21 basis denies same.

22 42. Mr. Warner is without sufficient information to either admit or deny the allegations
23 contained within paragraph 42 of Plaintiff's Complaint and on that basis denies same.

24 43. Mr. Warner is without sufficient information to either admit or deny the allegations
25 contained within paragraph 43 of Plaintiff's Complaint and on that basis denies same.
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1 44. Mr. Warner is without sufficient information to either admit or deny the allegations
2 contained within paragraph 44 of Plaintiff's Complaint and on that basis denies same.

3 45. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained within paragraph 45 of Plaintiff's Complaint and on that basis denies same.

5 46. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained within paragraph 46 of Plaintiff's Complaint and on that basis denies same.

7 47. Mr. Warner is without sufficient information to either admit or deny the allegations
8 contained within paragraph 47 of Plaintiff's Complaint and on that basis denies same.

9 **THIRD CAUSE OF ACTION**

10 **(Gross Negligence)**

11 48. Mr. Warner hereby repeats, re-alleges and incorporates by reference each and every
12 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
13 forth herein verbatim. In so far as this Court determines that paragraph 48 contains allegations,
14 Mr. Warner hereby denies same.

15 49. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
16 all applicable duties he owed to Plaintiff. Mr. Warner denies the allegations contained in
17 paragraph 49 of Plaintiff's Complaint.

18 50. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
19 all applicable duties he owed to Plaintiff. Mr. Warner denies the allegations contained in
20 paragraph 50 of Plaintiff's Complaint.

21 51. Mr. Warner denies the allegations contained in paragraph 51 of Plaintiff's Complaint.

22 52. Mr. Warner denies the allegations contained in paragraph 52 of Plaintiff's Complaint.

23 53. Mr. Warner denies that he was negligent. Mr. Warner denies that any acts by Mr. Warner
24 directly and proximately caused Plaintiff's injuries. Mr. Warner is without sufficient information
25 to either admit or deny the remaining allegations contained within paragraph 43 of Plaintiff's
26 Complaint and on that basis denies same.
27
28

1 54. Mr. Warner denies the allegations in paragraph 54 of Plaintiff's Complaint.

2 **FURTHER RESPONSES/GENERAL DENIAL**

3 55. As for Mr. Warner's further responses, Mr. Warner denies each and every allegation not
4 expressly admitted, denied or otherwise qualified

5 **AFFIRMATIVE DEFENSES**

6 1. Mr. Warner alleges that the Complaint and each and every Claim for Relief stated therein
7 fails to state facts or other allegations sufficient to constitute a Claim for Relief, or any Claim for
8 Relief, as against Mr. Warner.

9 2. Mr. Warner alleges that at all times mentioned herein, if Plaintiff was damaged, it was
10 proximately caused by the independent conduct of third parties or entities, both known and
11 unknown, and each of them, were negligent, careless and reckless and unlawfully conducted
12 themselves so as to substantially contribute to Plaintiff's purported damages, and said
13 negligence, if any, either bars in whole or in part damages sought herein against Defendant, and
14 any potential recovery against Mr. Warner must therefore be reduced accordingly.

15 3. Mr. Warner alleges that if it should be found that Mr. Warner is in any manner legally
16 responsible for the injury or damages, if any, sought by Plaintiff, which supposition is not
17 admitted but merely stated for the purpose of pleading this action, then any such injuries or
18 damages were proximately caused or contributed to by Plaintiff, and/or any other persons or
19 entities not parties to this action, and it is necessary that the proportionate degree of negligence,
20 fault or unreasonable conduct of each of said persons or entities, whether parties to this action or
21 not, be determined.

22 4. Mr. Warner alleges that the injuries and damages complained of in the Complaint, if any,
23 were proximately caused by an intervening or superseding action and/or inaction of others over
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1 which Mr. Warner had no control, which intervening and superseding action and/or inaction bars
2 and/or diminishes Plaintiff's recovery, if any, against Mr. Warner.

3 5. Mr. Warner alleges that Plaintiff, through his own acts and omissions, waived the right to
4 recover damages from Defendant.

5 6. Mr. Warner alleges that the subject Complaint is barred by the applicable Statute of
6 Limitations and/or Repose.

7 7. Mr. Warner alleges that Plaintiff has not sustained any damages or injuries which have
8 been proximately caused by any purported act, omission, or breach of any duty on the part of Mr.
9 Warner.

10 8. Mr. Warner alleges that the events, injuries, losses and damages complained of in the
11 Complaint, if any, were the result of and solely caused by an irresistible, superhuman act which
12 no person could control and/or anticipate, to wit: an unusual and unprecedented event which
13 caused the purported accident alleged in the Complaint.

14 9. Mr. Warner alleges that Plaintiff, by the exercise of reasonable effort and/or care, could
15 have mitigated that amount of damages alleged to have been suffered, but that Plaintiff failed,
16 neglected and refused, and continue to fail and refuse, to exercise a reasonable effort to mitigate
17 the alleged damages.

18 10. Mr. Warner alleges that at all times relevant to the allegations contained in Plaintiff's
19 Complaint, Mr. Warner acted with the due care and circumspection in the performance of any
20 and all duties imposed on it.

21 11. Mr. Warner alleges that he had no control over, or possession of, the area where Plaintiff
22 allege its damages took place.

23 12. The perils or dangers, if any, existing at the time of Plaintiff's alleged injuries, if any,
24 were open and obvious and known to Plaintiff's who nevertheless conducted herself in such a
25

1 manner so as to expose herself to said perils and dangers, if any, and by so doing, assumed all the
2 risks attendant thereto.

3 13. Mr. Warner alleges that Plaintiff, by virtue of his own acts and omissions, is estopped
4 from recovering damages from Mr. Warner.

5 14. Mr. Warner alleges that Plaintiff's claims are barred by virtue of his own failure to join
6 necessary and indispensable parties to this lawsuit.

7 15. Mr. Warner alleges that this action is barred by the equitable doctrine of unclean hands.
8

9 16. Mr. Warner alleges that all damages sustained by Plaintiff, if any, by reason of the
10 matters referred to in the Complaint, resulted solely from unreasonable and improper use, and
11 misuse, of the products, machines, premises, conditions, facilities, or systems involved.

12 17. Prior to commencement of this action, Mr. Warner duly performed, satisfied and
13 discharged all duties and obligations it may have owed to Plaintiff arising out of any and all
14 purported agreements, representations or contracts made by it or on behalf of Mr. Warner and
15 this action is therefore barred.
16

17 18. Mr. Warner alleges that Plaintiff have failed to set forth facts sufficient to support an
18 award for attorney's fees or extra-contractual damages, and that accordingly any alleged claims
19 for attorney's fees or extra-contractual damages are barred.

20 19. Mr. Warner alleges that it has been necessary to employ the services of an attorney to
21 defend it in this action and a reasonable sum should be allowed Mr. Warner for attorney's fees,
22 together with costs of suit incurred herein.
23

24 20. Mr. Warner hereby incorporates by reference those affirmative defenses enumerated in
25 Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further
26 investigation or discovery reveals the applicability of any such defenses, Mr. Warner reserves the
27
28

1 right to seek leave of Court to amend its Answer to specifically assert the same. Such defenses
2 are herein incorporated by reference for the specific purpose of not waiving same.

3 21. Pursuant to NRCP 11, Mr. Warner presently has insufficient knowledge or information
4 on which to form a belief as to whether it has additional, as yet unstated affirmative defenses
5 available. Mr. Warner hereby reserves its right to insert additional affirmative defenses in the
6 event discovery and investigation indicate they would be appropriate.

7 WHEREFORE, having fully answered Plaintiff's Complaint, Mr. Warner respectfully
8 requests the following relief:
9

- 10 A. That Plaintiff takes nothing by virtue of his Complaint;
11 B. That the Complaint is dismissed with prejudice and that Mr. Warner is awarded
12 judgment in this action;
13 C. That Mr. Warner is awarded his costs incurred herein;
14 D. That Mr. Warner be awarded his attorneys' fees; and
15 E. For such other and further relief as the Court deems just and proper.
16

17 DATED this 28th day of May, 2015.

18 **RESNICK & LOUIS, P.C.**

19
20 By: /s/ Mitch Resnick
21 Mitchell J. Resnick., Esq.
22 Jenny Foley, PhD, Esq.
23 5940 S. Rainbow Blvd.
24 Las Vegas, NV 89118
25 Telephone: (702) 997-3800
26 Facsimile: (702) 997-3800
27 *Attorneys for Defendant Mydatt Services, Inc. d/b/a*
28 *Mr. Warner Services*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that service of the foregoing **ANSWER** was served this 30 day of May, 2015, by:

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

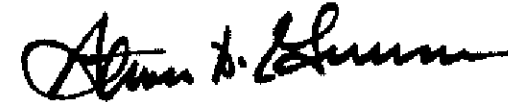
☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

/s/ Lily Richardson
An Employee of Resnick & Louis, P.C.

EXHIBIT G

DSO



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

X'ZAVION HAWKINS,

Plaintiff,

v.

CASE NO. A717577
DEPT NO. XXXI

GGP MEADOWS MALL LLC, a Delaware
Limited Liability Company; MYDATT
SERVICES, INC. d/b/a VALOR SECURITY
SERVICES, an Ohio Corporation; MARK
WARNER, individually; DOES 1
through 10; DOE SECURITY GUARDS 11
through 20; and ROE ENTITIES 21
through 30, inclusive,

Defendants.

AND RELATED CROSS-CLAIM.

SCHEDULING ORDER

(Discovery/Dispositive Motions/Motions to Amend or Add Parties)

NATURE OF ACTION: **Personal injury - negligent security**

DATE OF FILING CASE CONFERENCE REPORT(S): **7/21/15; 7/23/15**

TIME REQUIRED FOR TRIAL: **10-15 days**

DATES FOR SETTLEMENT CONFERENCE: **None Requested**

Counsel for Plaintiff:

Jolene J. Manke, Esq., Injury Lawyers of Nevada

Counsel for Defendants:

**Charlene R. Renwick, Esq., Lee, Hernandez, Landrum &
Garofalo**

Counsel for Defendants MYDATT SERVICES, INC./MARK WARNER:

Brian A. Gonsalves, Esq., Resnick & Louis

. . .

DISCOVERY
COMMISSIONER

EIGHTH JUDICIAL
DISTRICT COURT

0167

1 Counsel representing all parties have been heard and after
2 consideration by the Discovery Commissioner,

3 IT IS HEREBY ORDERED:

4 1. all parties shall complete discovery on or before
5 6/23/16.

6
7 2. all parties shall file motions to amend pleadings or
8 add parties on or before 3/23/16.

9 3. all parties shall make initial expert disclosures
10 pursuant to N.R.C.P. 16.1(a)(2) on or before 3/23/16.

11 4. all parties shall make rebuttal expert disclosures
12 pursuant to N.R.C.P. 16.1(a)(2) on or before 4/22/16.

13 5. all parties shall file dispositive motions on or
14 before 7/22/16.

15
16 Certain dates from your case conference report(s) may have
17 been changed to bring them into compliance with N.R.C.P. 16.1.

18 Within 60 days from the date of this Scheduling Order, the
19 Court shall notify counsel for the parties as to the date of
20 trial, as well as any further pretrial requirements in addition
21 to those set forth above.

22 Unless otherwise directed by the court, all pretrial
23 disclosures pursuant to N.R.C.P. 16.1(a)(3) must be made at
24 least 30 days before trial.

25
26 . . .
27 . . .
28 . . .


DISCOVERY
COMMISSIONER

EIGHTH JUDICIAL
DISTRICT COURT

1 Motions for extensions of discovery shall be made to the
2 Discovery Commissioner in strict accordance with E.D.C.R. 2.35.
3 Discovery is completed on the day responses are due or the day a
4 deposition begins.

5 Unless otherwise ordered, all discovery disputes (except
6 disputes presented at a pre-trial conference or at trial) must
7 first be heard by the Discovery Commissioner.
8

9 Dated this 23 day of September, 2015.

10
11 
12 _____
DISCOVERY COMMISSIONER

13 **CERTIFICATE OF SERVICE**

14 I hereby certify that on the date filed, I placed a copy of
15 the foregoing DISCOVERY SCHEDULING ORDER in the attorney
16 folder(s), mailed or e-served as follows:

17 Jolene J. Manke, Esq.
18 Charlene R. Renwick, Esq.
19 Brian A. Gonsalves, Esq.

20
21 
22 _____
23 COMMISSIONER DESIGNEE
24
25
26
27
28

EXHIBIT H

1 **RESP**
2 **DAVID J. CHURCHILL (SBN: 7308)**
3 **JOLENE J. MANKE (SBN: 7436)**
4 **INJURY LAWYERS OF NEVADA**
5 6900 Westcliff Drive, Suite 707
6 Las Vegas, Nevada 89145
7 T: 702-868-8888
8 F: 702-868-8889
9 david@injurylawyersnv.com
10 jolene@injurylawyersnv.com
11 Attorneys for Plaintiff

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 **X'ZAVION HAWKINS,**

10 Plaintiff,

11 vs.

12 **GGP MEADOWS MALL LLC, a Delaware**
13 **Limited Liability Company; MYDATT**
14 **SERVICES, INC. d/b/a VALOR SECURITY**
15 **SERVICES, an Ohio Corporation; MARK**
16 **WARNER, individually; DOES 1 through 10;**
17 **DOE SECURITY GUARDS 11 through 20; and**
18 **ROE ENTITIES 21 through 30, inclusive,**

19 Defendants.

CASE NO.: A-15-717577-C
DEPT. NO.: XXXI

**PLAINTIFF'S RESPONSES TO
DEFENDANT MYDATT SERVICES'
FIRST SET OF REQUESTS FOR
ADMISSION TO PLAINTIFF**

17 TO: MYDATT SERVICES, INC. d/b/a VALOR SECURITY SERVICES; and

18 TO: BRIAN A. GONSALVES, ESQ., of RESNICK & LOUIS, P.C., attorney for Defendant.

19 COMES NOW, Plaintiff X'ZAVION HAWKINS by and through his counsel of record, David J.
20 Churchill, Esq. and Jolene J. Manke, Esq. of INJURY LAWYERS OF NEVADA, and hereby responds
21 to Defendant MYDATT SERVICES, INC. d/b/a VALOR SECURITY SERVICES's First Set of
22 Requests for Admissions as follows:
23

24 ///

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26 ///

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These responses are made solely for the purpose of, and in relation to, this action. Each response is given subject to all appropriate objections (including, but not limited to, objections concerning competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of any statement contained herein if the request were asked of, or any statement contained herein were made by, a witness present and testifying in court. All such objections and grounds therefore are reserved and may be interposed at time of trial.

REQUESTS

REQUEST NO. 1:

Admit that you know the person who shot you.

RESPONSE TO REQUEST NO. 1:

Deny.

REQUEST NO. 2:

Admit that you are related to the person who shot you.

RESPONSE TO REQUEST NO. 2:

Deny.

REQUEST NO. 3:

Admit that the person who shot you is your cousin.

RESPONSE TO REQUEST NO. 3:

Deny.

REQUEST NO. 4:

Admit that you know the name of the person who shot you.

///

///

///

1 **RESPONSE TO REQUEST NO. 4:**

2 Deny.

3 **REQUEST NO. 5:**

4 Admit that the person who shot you goes by the name of Poohman.

5 **RESPONSE TO REQUEST NO. 5:**

6 Plaintiff is without sufficient information to either admit or deny this Request, and on this basis,
7
8 Deny.

9 **REQUEST NO. 6:**

10 Admit that there have never been any incidents of violence at Meadows Mall during a shoe
11 launch event for the four years prior to the date you were shot.

12 **RESPONSE TO REQUEST NO. 6:**

13 Plaintiff is without sufficient information to either admit or deny this Request, and on this basis,
14 Deny.

15 **REQUEST NO. 7:**


16 Admit that there have never been any incidents of violence at Meadows Mall during a shoe
17 launch event ever.

18 **RESPONSE TO REQUEST NO. 7:**

19 Deny.

20 DATED this 17TH day of September, 2015.

21 INJURY LAWYERS OF NEVADA

22
23 
24 DAVID J. CHURCHILL (SBN: 7308)
25 JOLENE J. MANKE (SBN: 7436)
26 6900 Westcliff Drive, Suite 707
27 Las Vegas, NV 89145
28 Attorneys for Plaintiff

1. THE COMPANY

2. THE BOARD OF DIRECTORS

3. THE OFFICERS AND KEY PERSONNEL

4. THE FINANCIAL STATEMENTS

5. THE MANAGEMENT DISCUSSION AND ANALYSIS

6. THE NOTES TO THE FINANCIAL STATEMENTS

7. THE REPORT OF THE INDEPENDENT AUDITORS

8. THE REPORT OF THE MANAGEMENT ON THE INTERNAL CONTROL SYSTEM

9. THE REPORT OF THE MANAGEMENT ON THE ENVIRONMENTAL PROTECTION

10. THE REPORT OF THE MANAGEMENT ON THE SOCIAL RESPONSIBILITY

11. THE REPORT OF THE MANAGEMENT ON THE CORPORATE GOVERNANCE

12. THE REPORT OF THE MANAGEMENT ON THE RISK MANAGEMENT

13. THE REPORT OF THE MANAGEMENT ON THE INFORMATION TECHNOLOGY

14. THE REPORT OF THE MANAGEMENT ON THE HUMAN RESOURCES

15

16

CERTIFICATE OF E-SERVICE

Pursuant to NRCP 5(b)(2)(D) and EDCR 7.26(a)(4), I certify that on the 17 day of September, 2015, I served the foregoing **PLAINTIFF'S RESPONSES TO DEFENDANT MYDATT SERVICES' FIRST SET OF REQUESTS FOR ADMISSION TO PLAINTIFF** on the following parties via Electronic Service, as follows:

PHILIP GOODHART (SBN: 5332)
THORNDAL ARMSTRONG DELK
BALKENBUSH & EISINGER
1100 E. Bridger Avenue
Las Vegas, Nevada 89101
E-mail: png@thorndal.com
Attorneys for Defendant
GGP MEADOWS MALL, LLC;

BRIAN A. GONSALVES (SBN: 9815)
RESNICK & LOUIS, P.C.
5940 S. Rainbow Boulevard
Las Vegas, Nevada 89118
Email: bgonsalves@rlattorneys.com
Attorneys for Defendants
MYDATT SERVICES, INC.
d/b/a VALOR SECURITY SERVICES and
and MARK WARNER

DAVID S. LEE (SBN: 6033)
CHARLENE N. RENWICK (SBN: 10165)
LEE, HERNANDEZ, LANDRUM &
GAROFALO
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
E-Mail: dlee@leelawfirm.com
 crenwick@lee-lawfirm.com
Co-Attorneys for Defendants
MYDATT SERVICES, INC.
d/b/a VALOR SECURITY SERVICES and
and MARK WARNER


an employee of Injury Lawyers of Nevada

EXHIBIT I

1 **RESP**
2 DAVID J. CHURCHILL (SBN: 7308)
3 JOLENE J. MANKE (SBN: 7436)
4 **INJURY LAWYERS OF NEVADA**
5 6900 Westcliff Drive, Suite 707
6 Las Vegas, Nevada 89145
7 T: 702-868-8888
8 F: 702-868-8889
9 david@injurylawyersnv.com
10 jolene@injurylawyersnv.com
11 *Attorneys for Plaintiff*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 X'ZAVION HAWKINS,

10 Plaintiff,

11 vs.

12 GGP MEADOWS MALL LLC, a Delaware
13 Limited Liability Company; MYDATT
14 SERVICES, INC. d/b/a VALOR SECURITY
15 SERVICES, an Ohio Corporation; MARK
16 WARNER, individually; DOES 1 through 10;
DOE SECURITY GUARDS 11 through 20; and
ROE ENTITIES 21 through 30, inclusive,

Defendants.

CASE NO.: A-15-717577-C
DEPT. NO.: XXXI

**PLAINTIFF'S ANSWERS TO
DEFENDANT MYDATT SERVICES,
INC. d/b/a VALOR SECURITY
SERVICES' FIRST SET OF
INTERROGATORIES TO PLAINTIFF**

17 TO: MYDATT SERVICES, INC. d/b/a VALOR SECURITY SERVICES; and

18 TO: BRIAN A. GONSALVES, ESQ., of RESNICK & LOUIS, P.C. and CHARLENE N.
19 RENWICK, ESQ. of LEE HERNANDEZ LANDRUM & GAROFALO, attorneys for Defendant.

20 COMES NOW, Plaintiff X'ZAVION HAWKINS by and through his counsel of record, David J.
21 Churchill, Esq. and Jolene J. Manke, Esq. of INJURY LAWYERS OF NEVADA, and hereby answers
22 Defendant MYDATT SERVICES, INC. d/b/a VALOR SECURITY SERVICES's First Set of
23 Interrogatories to Plaintiff as follows:
24

25 ///

26 ///

27 ///

28 ///

1 These answers are made solely for the purpose of, and in relation to, this action. Each answer
2 is given subject to all appropriate objections (including, but not limited to, objections concerning
3 competency, relevancy, materiality, propriety and admissibility) which would require the exclusion of
4 any statement contained herein if the interrogatory were asked of, or any statement contained herein
5 were made by, a witness present and testifying in court. All such objections and grounds therefore are
6 reserved and may be interposed at time of trial.
7

8 Except for facts expressly admitted herein, no admission of any nature whatsoever is to be
9 implied or inferred. The fact that an interrogatory herein has been answered should not be taken as an
10 admission, or a confession of the existence of, any facts set forth or assumed by such interrogatory or
11 that such an answer constitutes evidence of any fact thus set forth or assumed. All answers must be
12 construed as given on the basis of present recollection.
13

14 The party on whose behalf these answers are given has not yet completed its investigation of the
15 facts relating to this case, has not fully completed its discovery in this action, and has not yet completed
16 its preparation for trial. All of the answers contained herein and documents identified are based upon
17 such information and documents, which are presently available to and specifically known to this
18 responding party. It is anticipated that further discovery, independent investigation, legal research and
19 analysis will supply additional facts, add meaning to the known facts, as well as establish entirely new
20 factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in
21 and variations from the contentions of this responding party and the documents supporting said
22 contentions.
23

24 ///

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1 The foregoing answers are given without prejudice to responding party's right to produce
2 evidence of any subsequently discovered facts or documents which responding party may later recall.
3 Responding party reserves the right to change any and all responses and identity of documents herein as
4 additional facts are ascertained, analyses are made and documents are identified. The answers contained
5 herein and the documents identified are made in a good faith effort to supply as much factual
6 information and documentation identification as is presently known but should in no way be to the
7 prejudice of responding party in relation to further discovery, research or analysis.
8

9 **INTERROGATORIES**

10 **INTERROGATORY NO. 1:**

11 Please state your full name, all names by which you have been known, your date of birth and
12 birthplace, present occupation and Social Security Number.

13 **ANSWER TO INTERROGATORY NO. 1:**

14 X'Zavion J. Hawkins; 12/28/1992; disabled; and XXX-XX-6557.

15 **INTERROGATORY NO. 2:**

16 List each of your addresses within the past five (5) years and the dates of your residence at each
17 address.

18 **ANSWER TO INTERROGATORY NO. 2:**

19 I have lived at 4356 Vornsand Drive, Apt. 3, Las Vegas, Nevada 89115 for approximately the
20 last four (4) years. Previously, I lived on Scott Robinson Boulevard in North Las Vegas for
21 approximately one (1) year. I do not remember the street address.
22

23 **INTERROGATORY NO. 3:**

24 Please state in detail each and every fact supporting your claim that Defendant Mydatt Services
25 is responsible for the incident referred to in your *Complaint*.

26 ///

27 ///

28 ///

1 **ANSWER TO INTERROGATORY NO. 3:**

2 Upon information and belief, Defendant Mydatt contracted with Defendant GGP Meadows Mall
3 to provide security for Meadows Mall, and, accordingly, was in some way responsible for the safety of
4 Meadows Mall patrons.

5 **INTERROGATORY NO. 4:**

6 State and describe separately and in detail each single item of expense, loss or financial damage
7 which you claim to have incurred or which you believe you will incur solely by reason of the incident
8 mentioned in your *Complaint*.

9 **ANSWER TO INTERROGATORY NO. 4:**

10 Please see Plaintiff's calculation of damages itemized in Plaintiff's initial disclosures pursuant to
11 NRCP 16.1, and all supplements thereto.

12 **INTERROGATORY NO. 5:**

13 Please identify and describe each and every single item of physical, mental and/or emotional
14 injury you claim to have sustained as a result of the incident that is the subject of your Complaint and for
15 each, identify the date and time when each such injury became known to you, the frequency and severity
16 of that injury and whether you have current residual problems that you contend are related to that injury.

17 **ANSWER TO INTERROGATORY NO. 5:**

18 From the time of the incident until now I have suffered great physical, mental and emotional pain
19 as a result of being permanently paralyzed from my waist down to my toes. Since my initial surgeries
20 immediately following the incident, I have undergone subsequent surgeries on my abdomen, leg and arm
21 as a result of bullet fragments and scar tissue. My lack of mobility has caused pressure sores on my
22 hips, tailbone, back, and buttocks. After recently undergoing surgery to treat pressure sores, I have been
23 on bed rest and antibiotic therapy at a rehabilitation facility to prevent sepsis. I have daily pain in my
24 legs, buttocks, lower back, stomach and toes. The pain varies from tingling and spasms in my toes to
25 sharp shooting pains in my legs, aching and bloating in my stomach and an aching pressure in my lower
26 back. I do not enjoy eating as I did before the incident, and I have had trouble maintaining a healthy
27
28

1 weight. Pain prevents me from sleeping on my right side, and I am unable to sleep for more than
2 approximately three (3) or four (4) hours at a time. Since the time of the incident until approximately
3 July of 2015, I had to use diapers. Since July of 2015 until the foreseeable future I will be required to
4 use a condom catheter. I have suffered anxiety, depression and flashbacks since the time of the incident.

5 **INTERROGATORY NO. 6:**

6
7 State the full name, address and phone number for each and every care provider of any kind
8 whatsoever with whom you have sought any care of any type for the injuries identified by you in
9 response to Interrogatory No. 5 above, and further state for each:

- 10 a. The date(s) and purpose of the treatment, examination and/or consultation,
11 b. The total costs incurred,
12 c. Whether your course of treatment has terminated,
13 d. The date of such termination (if applicable),
14 e. Whether that care provider has advised you that you will in the future require further
15 treatment, examinations and/or consultations, and
16 f. The purpose and proposed dates or frequency of such future treatment, examinations
and/or consultations.

17 **ANSWER TO INTERROGATORY NO. 6:**

18 Please see Plaintiff's initial disclosures pursuant to NRCP 16.1, and all supplements thereto. The
19 care that I am currently receiving is primarily related to pressure sore surgery and rehabilitation at a care
20 facility to prevent sepsis.

21 **INTERROGATORY NO. 7:**

22 To the extent not included in your answer to Interrogatory No. 6 above, state the full name,
23 address and phone number for each and every care provider of any kind whatsoever with whom you
24 have sought any care of any type for any reason since the date of the incident referred to in your
25 *Complaint* and further state for each:

- 26 a. The dates and purpose for each such examination, treatment or consultation,
27 b. Whether your course of treatment has terminated,
28 c. The date of such termination (if applicable),

1 d. Whether that care provider has advised you that you will in the future require further
2 treatment, examinations and/or consultations, and

3 e. The purpose and proposed dates or frequency of such future treatment, examinations
4 and/or consultations.

5 For the purposes of this Interrogatory, "care provider" includes any doctor, physician, nurse
6 practitioner, physician's assistant, dentist, psychiatrist, psychologist, physical therapist, chiropractor,
7 massage therapist, alternative health care provider and any other member of the healing arts or medical
8 profession.

9 **ANSWER TO INTERROGATORY NO. 7:**

10 Please see Plaintiff's Answer to Interrogatory No. 6, above. Plaintiff specifically reserves the
11 right to supplement this Answer as discovery is continuing.

12 **INTERROGATORY NO. 8:**

13 State the full name, address and phone number for each and every care provider of any kind
14 whatsoever with whom you have sought any care of any type for any reason during the ten years
15 preceding the date of the incident referred to in your *Complaint* and further state for each:

16 a. The dates and purpose for each such examination, treatment or consultation,

17 b. Whether your course of treatment has terminated, the date of such termination (if
18 applicable),

19 c. Whether that care provider has advised you that you will in the future require further
20 treatment, examinations and/or consultations, and

21 d. The purpose and proposed dates or frequency of such future treatment, examinations
22 and/or consultations.

23 For the purposes of this Interrogatory, "care provider" includes any doctor, physician, nurse
24 practitioner, physician's assistant, dentist, psychiatrist, psychologist, physical therapist, chiropractor,
25 massage therapist, alternative health care provider and any other member of the healing arts or medical
26 profession.

27 ///

28 ///

1 **ANSWER TO INTERROGATORY NO. 8:**

2 Objection. This Interrogatory is overbroad as to time, unduly burdensome and not reasonably
3 calculated to lead to the discovery of admissible evidence pursuant to *Schlatter v. Eighth Jud. Dist. Ct.*,
4 93 Nev. 189, 561 P.2d 1342 (1977). Without waiving said objection, and in the spirit of cooperation, I
5 did not receive treatment before the incident that was similar to the treatment I have undergone since the
6 incident. I was not permanently paralyzed from my waist down to my toes with any of the resultant pain
7 and/or treatment associated with such an injury, including, but not limited to, surgery on my abdomen,
8 leg or arm as a result of bullet fragments and scar tissue; lack of mobility causing pressure sores on my
9 hips, tailbone, back, and buttocks; being required to undergo surgery to treat pressure sores; being on
10 bed rest and antibiotic therapy at a rehabilitation facility to prevent sepsis; having daily pain in my toes,
11 legs, stomach, buttocks and lower back. I used to enjoy eating, and I was a healthy weight. I took it for
12 granted that I would always have a good night's rest and I could sleep on either my left or right side.
13 Before the incident, I had not used diapers since childhood. I do not remember suffering anxiety,
14 depression or flashbacks before the incident.
15

16
17 **INTERROGATORY NO. 9:**

18 Please identify the facts supporting your allegation in your *Complaint* that "Meadows Mall is
19 located in a dangerous high crime area."

20 **ANSWER TO INTERROGATORY NO. 9:**

21 Upon information and belief, in the three (3) years before the incident, the Las Vegas
22 Metropolitan Police Department received frequent 400-series coded calls for service to Meadows Mall.
23

24 **INTERROGATORY NO. 10:**

25 Please identify the facts supporting your allegation in your *Complaint* that "numerous crimes had
26 previously occurred on the property" of Meadows Mall.

27 ///

28 ///

1 **ANSWER TO INTERROGATORY NO. 10:**

2 Please see Plaintiff's Answer to Interrogatory No. 9, above. Plaintiff specifically reserves the
3 right to supplement this Interrogatory as discovery is continuing.

4 **INTERROGATORY NO. 11:**

5 Please identify the facts supporting your allegation in your *Complaint* that "criminals from the
6 community came onto the premises and committed violent criminal acts."

7 **ANSWER TO INTERROGATORY NO. 11:**

8 Please see Plaintiff's Answer to Interrogatory No. 9, above. Plaintiff specifically reserves the
9 right to supplement this Interrogatory as discovery is continuing.

10 **INTERROGATORY NO. 12:**

11 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
12 Services had notice that Meadows Mall is located in a dangerous high crime area, that numerous crimes
13 had previously occurred on the property, that criminals from the community came onto the premises and
14 committed violent criminal acts, and that a stronger security presence was required to keep patrons of
15 Meadows Mall safe.

16 **ANSWER TO INTERROGATORY NO. 12:**

17 Please see Plaintiff's Answers to Interrogatory Nos. 3 and 9, above. Plaintiff specifically
18 reserves the right to supplement this Interrogatory as discovery is continuing.

19 **INTERROGATORY NO. 13:**

20 Please identify the facts supporting your allegation in your *Complaint* that "violence, including,
21 but not limited to, fights and/or slayings over Air Jordan and other professional athlete-endorsed shoes
22 and/or the launch of Air Jordan and other professional athlete-endorsed shoes and [sic] are not
23 uncommon both locally and nationally."

24 **ANSWER TO INTERROGATORY NO. 13:**

25 Please see Plaintiff's exhibits 41 through 45 identified as PL04929 through PL4948 produced
26 pursuant to NRCP 16.1. Plaintiff specifically reserves the right to supplement this Interrogatory as
27 discovery is continuing.
28

1 **INTERROGATORY NO. 14:**

2 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
3 Services had notice that “violence, including, but not limited to, fights and/or slayings over Air Jordan
4 and other professional athlete-endorsed shoes and/or the launch of Air Jordan and other professional
5 athlete-endorsed shoes and [sic] are not uncommon both locally and nationally.”

6 **ANSWER TO INTERROGATORY NO. 14:**

7 Please see Plaintiff’s Answer to Interrogatory No. 3, above. Plaintiff specifically reserves the
8 right to supplement this Interrogatory as discovery is continuing.

9 **INTERROGATORY NO. 15:**

10 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
11 Services failed to “provide adequate security to Meadows Mall patrons during the shoe launch.”

12 **ANSWER TO INTERROGATORY NO. 15:**

13 Upon information and belief, individual security personnel or other authority figures were not
14 present to maintain crowd control.

15 **INTERROGATORY NO. 16:**

16 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
17 Services failed to “take adequate measures to ensure the safety of Meadows Mall patrons during the
18 shoe launch.”

19 **ANSWER TO INTERROGATORY NO. 16:**

20 Please see Plaintiff’s Answer to Interrogatory No. 15, above. Plaintiff specifically reserves the
21 right to supplement this Interrogatory as discovery is continuing.

22 **INTERROGATORY NO. 17:**

23 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
24 Services failed to “provide an adequate number of guards and/or patrons at Meadows Mall during the
25 shoe launch.”

26 ///

27 ///

1 **ANSWER TO INTERROGATORY NO. 17:**

2 Please see Plaintiff's Answer to Interrogatory No. 15, above. Plaintiff specifically reserves the
3 right to supplement this Interrogatory as discovery is continuing.

4 **INTERROGATORY NO. 18:**

5 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
6 Services failed to "properly, responsibly and prudently hire and train security personnel."

7 **ANSWER TO INTERROGATORY NO. 18:**

8 Please see Plaintiff's Answer to Interrogatory No. 9, above. Plaintiff specifically reserves the
9 right to supplement this Interrogatory as discovery is continuing.

10 **INTERROGATORY NO. 19:**

11 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
12 Services failed to "properly, responsibly and prudently manage the premises."

13 **ANSWER TO INTERROGATORY NO. 19:**

14 Please see Plaintiff's Answer to Interrogatory No. 9, above. Plaintiff specifically reserves the
15 right to supplement this Interrogatory as discovery is continuing.

16 **INTERROGATORY NO. 20:**

17 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
18 Services failed to "properly, responsibly and prudently supervise and/or manage security personnel once
19 they were hired."

20 **ANSWER TO INTERROGATORY NO. 20:**

21 Please see Plaintiff's Answer to Interrogatory No. 9, above. Plaintiff specifically reserves the
22 right to supplement this Interrogatory as discovery is continuing.

23 **INTERROGATORY NO. 21:**

24 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
25 Services failed to "properly, responsibly and prudently train security personnel or instruct as to their
26 duties."
27

28 ///

1 **ANSWER TO INTERROGATORY NO. 21:**

2 Please see Plaintiff's Answer to Interrogatory No. 9, above. Plaintiff specifically reserves the
3 right to supplement this Interrogatory as discovery is continuing.

4 **INTERROGATORY NO. 22:**

5 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
6 Services was "Actively or passively allowing criminal activities on the premises."

7 **ANSWER TO INTERROGATORY NO. 22:**

8 Please see Plaintiff's Answer to Interrogatory No. 9, above. Plaintiff specifically reserves the
9 right to supplement this Interrogatory as discovery is continuing.

10 **INTERROGATORY NO. 23:**

11 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
12 Services "knew or should have known that Meadows Mall is and was located in a high crime area."

13 **ANSWER TO INTERROGATORY NO. 23:**

14 Please see Plaintiff's Answers to Interrogatory Nos. 3 and 9, above. Plaintiff specifically
15 reserves the right to supplement this Interrogatory as discovery is continuing.

16 **INTERROGATORY NO. 24:**

17 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
18 Services knew or should have known that "Meadows Mall . . . needed added security measures to deal
19 with" Meadows Mall allegedly being in a high crime area.

20 **ANSWER TO INTERROGATORY NO. 24:**

21 Please see Plaintiff's Answers to Interrogatory Nos. 3 and 9, above. Plaintiff specifically
22 reserves the right to supplement this Interrogatory as discovery is continuing.

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1 **INTERROGATORY NO. 25:**

2 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
3 Services knew or should have known that "Meadows Mall where Plaintiff was injured had numerous
4 past incidents which were the same or substantially similar in nature as to put Defendants on notice that
5 the area and location was prone to violent criminal acts against Meadows Mall patrons and third
6 parties."

7 **ANSWER TO INTERROGATORY NO. 25:**

8 Please see Plaintiff's Answers to Interrogatory Nos. 3 and 9, above. Plaintiff specifically
9 reserves the right to supplement this Interrogatory as discovery is continuing.

10 **INTERROGATORY NO. 26:**

11 Please identify the facts supporting your allegation in your *Complaint* that Defendant Mydatt
12 Services knew or should have known that "Meadows Mall needed added security measures to handle
13 crowd control during the shoe launch."

14 **ANSWER TO INTERROGATORY NO. 26:**

15 Please see Plaintiff's Answer to Interrogatory No. 3, above. Plaintiff specifically reserves the right to
16 supplement this Interrogatory as discovery is continuing.

17 **INTERROGATORY NO. 27:**


18 What is the name, address and phone number of the person who shot you?

19 **ANSWER TO INTERROGATORY NO. 27:**

20 Plaintiff lacks information to Answer this Interrogatory.

21 DATED this 25th day of September, 2015.

22 INJURY LAWYERS OF NEVADA

23
24
25 
26 DAVID J. CHURCHILL (SBN: 7308)
27 JOLENE J. MANKE (SBN: 7436)
28 6900 Westcliff Drive, Suite 707
Las Vegas, NV 89145
Attorneys for Plaintiff

VERIFICATION

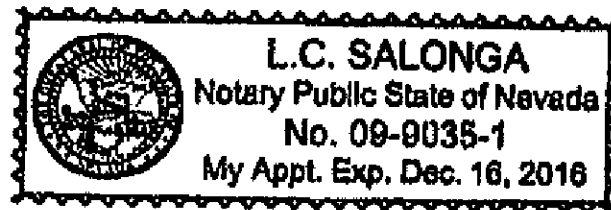
STATE OF NEVADA)
COUNTY OF CLARK) ss:

I, X'ZAVION J. HAWKINS, being first duly sworn, depose and say:

That I have read the foregoing, PLAINTIFF'S ANSWERS TO DEFENDANT MARK
WARNER'S FIRST SET OF INTERROGATORIES TO PLAINTIFF, and know the contents
thereof; that the same is true of my own knowledge or to the best of my information and belief, and as to
those matters, I believe them to be true.

X'Zavion J Hawkins
X'ZAVION J. HAWKINS

SUBSCRIBED AND SWORN to before me
on this 25 day of September, 2015
by: X'ZAVION J. HAWKINS



[Signature]
NOTARY PUBLIC in and for said
COUNTY and STATE

CERTIFICATE OF E-SERVICE

Pursuant to NRCP 5(b)(2)(D) and EDCR 7.26(a)(4), I certify that on the 25 day of September, 2015, I served the foregoing **PLAINTIFF'S ANSWERS TO DEFENDANT MYDATT SERVICES, INC. d/b/a VALOR SECURITY SERVICES' FIRST SET OF INTERROGATORIES TO PLAINTIFF** on the following parties via Electronic Service, as follows:

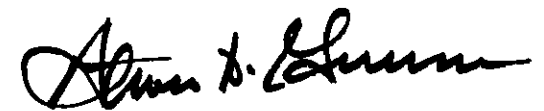
PHILIP GOODHART (SBN: 5332)
THORNDAL ARMSTRONG DELK
BALKENBUSH & EISINGER
1100 E. Bridger Avenue
Las Vegas, Nevada 89101
E-mail: png@thorndal.com
Attorneys for Defendant
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Attorneys for Defendants
MYDATT SERVICES, INC.
d/b/a VALOR SECURITY SERVICES and
and MARK WARNER

DAVID S. LEE (SBN: 6033)
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Co-Attorneys for Defendants
MYDATT SERVICES, INC.
d/b/a VALOR SECURITY SERVICES and
and MARK WARNER


an employee of Injury Lawyers of Nevada

EXHIBIT “12”



CLERK OF THE COURT

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Nevada Bar No. 009502
David.avakian@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
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Las Vegas, Nevada 89118
702.893.3383
FAX: 702.893.3789
Attorneys for Defendants
MYDATT SERVICES, INC. d/b/a VALOR
SECURITY SERVICES and MARK
WARNER

DISTRICT COURT

CLARK COUNTY, NEVADA

X'ZAVION HAWKINS,

Plaintiff,

vs.

GGP MEADOW MALL LLC, a Delaware
Limited Liability Company; MYDATT
SERVICES, INC. d/b/a VALOR
SECURITY SERVICES, an Ohio
Corporation; MARK WARNER,
individually; DOES 1 through 10; DOE
SECURITY GUARDS 11 through 20; and
ROE ENTITITES 21 through 30,
INCLUSIVE,

Defendants.

Case No. A717577
Dept. No. XXXI

**DEFENDANTS' SUPPLEMENTAL
EXHIBITS OF AUDIO AND VIDEO DISCS
IN SUPPORT OF MOTION TO DISMISS
PLAINTIFF'S COMPLAINT**

Date of Hearing: May 3, 2016

Time of Hearing: 9:30 a.m.

COME NOW, Defendants MYDATT SERVICES, INC. d/b/a VALOR SECURITY
SERVICES and MARK WARNER ("Defendants"), by and through their counsel of record,
Josh Cole Aicklen, Esq. and David B. Avakian, Esq., of LEWIS BRISBOIS BISGAARD &
SMITH LLP, and hereby file the following SUPPLEMENTAL EXHIBITS OF AUDIO AND
VIDEO DISCS IN SUPPORT MOTION TO DISMISS PLAINTIFF'S COMPLAINT:

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Lewis Brisbois Bisgaard & Smith LLP and that on this 24th day of March, 2016, I did cause a true copy of **DEFENDANTS' SUPPLEMENTAL EXHIBITS OF AUDIO AND VIDEO DISCS IN SUPPORT OF MOTION TO DISMISS PLAINTIFF'S COMPLAINT** to be served via the Court's electronic filing system ("Wiznet") to all parties on the current service list as follows:

David J. Churchill
Jolene J. Manke
INJURY LAWYERS OF NEVADA
6900 Westcliff Dr., Ste. 707
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Attorneys for Plaintiff
X'ZAVION HAWKINS

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Charlene N. Renwick
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dlee@leelawfirm.com
crenwick@lee-lawfirm.com
Attorneys for Defendants MYDATT
SERVICES, INC. d/b/a VALOR SECUIRTY
SERVICES and MARK WARNER

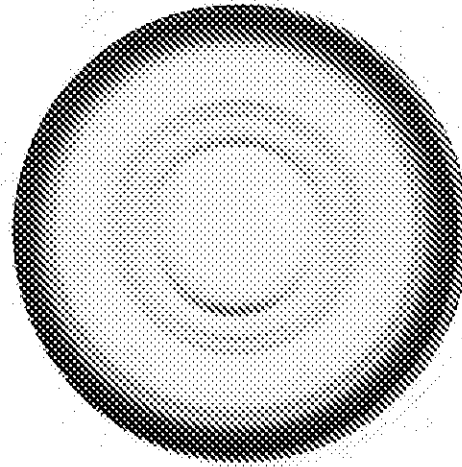
** EXHIBITS SERVED VIA U.S. MAIL

By /s/ Kileen Watase
An Employee of
LEWIS BRISBOIS BISGAARD & SMITH LLP

EX. J

Hawkins v. MyDatt, et al.
Claim No: CVEL-5859A1
Video Deposition Plaintiff
02/12/2016

File No: 33219-205



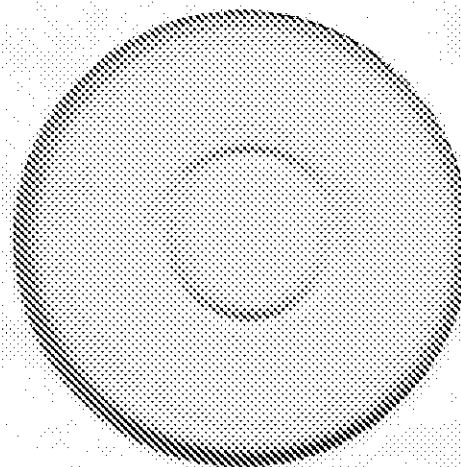
LEWIS
BRISBON

6385 S. Rainbow Blvd
Suite 600
Las Vegas, NV 89118
702-893-3383

EX. 5.
K-M

Hawkins v. MyDatt, et al.
Defendant's Suppl Exhibits of
Audio & Video Discs in Support of
Motion to Dismiss

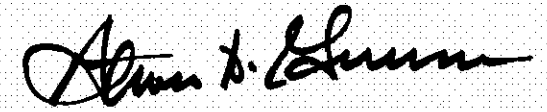
File No: 33219-205



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BRISBON

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Suite 600
Las Vegas, NV 89118
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EXHIBIT “13”



CLERK OF THE COURT

JOIN
DAVID S. LEE, ESQ.
Nevada Bar No.: 6033
CHARLENE N. RENWICK, ESQ.
Nevada Bar No. 010165
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Attorneys for Defendants, GGP
MEADOWS MALL LLC, MYDATT
SERVICES, INC. dba VALOR
SECURITY SERVICES and
MARK WARNER

DISTRICT COURT

CLARK COUNTY, NEVADA

X'ZAVION HAWKINS,

Plaintiff,

vs.

GGP MEADOWS MALL LLC, a Delaware
Limited Liability Company; MYDATT
SERVICES, INC. dba VALOR SECURITY
SERVICES, an Ohio Corporation; MARK
WARNER, individually; DOES 1 through 10;
DOE SECURITY GUARDS 11 through 20;
and ROE ENTITIES 21 through 30,
inclusive,

Defendants.

CASE NO.: A-15-717577-C
DEPT. NO.: XXXI

**DEFENDANT GGP MEADOWS MALL
LLC'S JOINDER TO DEFENDANTS'
MYDATT SERVICES, INC. AND
MARK WARNER'S MOTION TO
DISMISS PLAINTIFF'S COMPLAINT**

COMES NOW Defendant, GGP MEADOWS MALL LLC, by and through its attorneys,
LEE, HERNANDEZ, LANDRUM, GAROFALO, APC, and hereby joins Defendants Mydatt

///

///

LEE, HERNANDEZ, LANDRUM & GAROFALO
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

1 Services, Inc. and Mark Warner's Motion to Dismiss Plaintiff's Complaint, pursuant to NRC
2 37, this Court's inherent authority and the doctrine of unclean hands.

3 **DATED** this 1st day of April, 2016

4 **LEE, HERNANDEZ, LANDRUM &**
5 **GAROFALO**

6 */s/ Charlene N. Renwick, Esq.*

7 By:

8 DAVID S. LEE, ESQ.
9 Nevada Bar No. 6033
10 CHARLENE N. RENWICK, ESQ.
11 Nevada Bar No. 010165
12 7575 Vegas Drive, Suite 150
13 Las Vegas, NV 89128
14 Attorneys for Defendants, GGP
15 MEADOWS MALL LLC, MYDATT
16 SERVICES, INC. dba VALOR SECURITY
17 SERVICES and MARK WARNER
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LEE, HERNANDEZ, LANDRUM & GAROFALO
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HAWKINS v. GGP MEADOWS MALL, LLC

I HEREBY CERTIFY that on the 1st day of April, 2016, I served a copy of the above and foregoing DEFENDANT GGP MEADOWS MALL LLC'S JOINDER TO DEFENDANTS' MYDATT SERVICES, INC. AND MARK WARNER'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT by electronic filing service by transmitting via the Court's electronic services to the following counsel/person(s):

Jolene J. Manke, Esq.
David J. Churchill, Esq.
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Attorney for Plaintiff

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Harold J. Rosenthal, Esq.
Josh Cole Aicklen, Esq.
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Email: Harold.Rosenthal@lewisbrisbois.com
Email: Josh.aicklen@lewisbrisbois.com
**Co-Counsel for Mydatt Services, Inc. dba
Mydatt Services, Inc. And Mark Warner**

s/ Diane Meeter

By:

An employee of LEE, HERNANDEZ,
LANDRUM & GAROFALO

Case No.

IN THE SUPREME COURT OF THE STATE OF NEVADA

X'ZAVION HAWKINS, an Individual,

Petitioner,

vs.

EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE
COUNTY OF CLARK, THE HONORABLE Joanna Kishner, DISTRICT JUDGE,

Respondent,

-and-

GGP MEADOWS MALL, a Delaware Limited Liability Company; MYDATT
SERVICES, INC. D/B/A VALOR SECURITY SERVICES, an Ohio Corporation; and
MARK WARNER, an Individual.

Real Parties in Interest.

District Court Case No. A-15-717577-C

PETITION'S APPENDIX VOLUME I

DAVID J. CHURCHILL, Nev. Bar No. 7301

JOLENE J. MANKE, Nev. Bar No. 7436

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Attorneys for Petitioner

CHRONOLOGICAL INDEX TO PETITIONER'S APPENDIX

<u>Ex.</u>	<u>Title</u>	<u>Vol.</u>	<u>Pages</u>
1.	Complaint: Hawkins v. GGP Meadows Mall, LLC, et al.; Case No. A-14-717577-C, filed April 27, 2015	1	0001-0012
2.	Defendant Mydatt Services Inc. d/b/a Valor Security Services' Answer to Plaintiff's Complaint, filed on May 20, 2015	1	0013-0025
3.	Defendant GGP Meadows Mall, LLC's Answer and Cross Claims, filed on May 20, 2015	1	0026-0038
4.	Defendant Mark Warner's Answer to Plaintiff's Complaint, filed on May 30, 2015	1	0039-0050
5.	Defendant/Cross-Claimant GGP Meadows Mall, LLC's Notice of Voluntary Dismissal of Cross-Claims as to Defendant/Cross-Defendant Mydatt Services, Inc. d/b/a Valor Security Services, filed on July 22, 2015	1	0051-0053
6.	Notice of Appearance, filed on September 9, 2015	1	0054-0055
7.	Notice of Appearance, filed on September 21, 2015	1	0056-0057
8.	Substitution of Counsel, filed on September 22, 2015	1	0058-0059
9.	Notice of Disassociation of Counsel, filed on September 30, 2015	1	0060-0062
10.	Notice of Association of Counsel, filed on November 16, 2015	1	0063-0065
11.	Defendants' Motion to Dismiss Plaintiff's Complaint, filed March 23, 2016	1	0066-0190
12.	Defendants' Supplemental Exhibits of Audio and Video Discs in Support of Motion to Dismiss Plaintiff's Complaint, filed on March 24, 2016	1	0191-0194
13.	Defendant GGP Meadows Mall, LLC's Joinder to Defendants Mydatt Services, Inc. d/b/a Valor Security Services and Mark Warner's Motion to Dismiss Plaintiff's Complaint, filed on April 1, 2016	1	0195-0197

<u>Ex.</u>	<u>Title</u>	<u>Vol.</u>	<u>Pages</u>
14.	Plaintiff's Opposition to Defendants' Motion to Dismiss Plaintiff's Complaint and Countermotion for Sanctions, filed on April 11, 2016	2	0198-0338
15.	Defendants Mydatt Services, Inc. d/b/a Valor Security Services and Mark Warner's Reply to Plaintiff's Opposition to Defendants' Motion to Dismiss Plaintiff's Complaint and Opposition to Plaintiff's Countermotion for Sanctions, filed on April 26, 2016	2	0339-0453
16.	Plaintiff's Motion to Disqualify Lewis Brisbois Bisgaard & Smith and for Sanctions on Order Shortening Time, filed on May 11, 2016	2	0454-0489
17.	Proposed Order on Defendants' Motion to Dismiss Plaintiff's Complaint and Plaintiff's Countermotion for Sanctions; Defendants' Motion for Leave to File Third-Party Complaint; and Plaintiff's Countermotion to Bifurcate Trial, filed on May 16, 2016	2	0490-0493
18.	Notice of Entry of Order, filed on May 17, 2016	2	0494-0500
19.	Defendants Mydatt Services, Inc. d/b/a Valor Security Services and Mark Warner's Opposition to Plaintiff's Motion to Disqualify Lewis Brisbois Bisgaard & Smith and for Sanctions on Order Shortening Time, filed on May 18, 2016	3	0501-0641
20.	Plaintiff's Reply in Support of Motion to Disqualify Lewis Brisbois Bisgaard & Smith and for Sanctions on Order Shortening Time, filed on May 20, 2016	3	0642-0657
21.	Defendant GGP Meadows Mall, LLC's Supplemental Exhibit to Joinder to Defendants Mydatt Services, Inc. and Mark Warner's Motion to Dismiss Plaintiff's Complaint, filed on June 7, 2016	3	0658-704
22.	Substitution of Attorneys, filed on July 6, 2016	3	0705-0709
23.	Defendants' Motion for Attorneys Fees and Costs, filed on August 19, 2016	4	0710-0814
24.	Order Granting in Part and Denying in Part Motion to Dismiss, filed on August 24, 2016	4	0815-0822

<u>Ex.</u>	<u>Title</u>	<u>Vol.</u>	<u>Pages</u>
25.	Findings of Fact, Conclusions of Law and Order re: Plaintiff's Motion to Disqualify Lewis Brisbois Bisgaard & Smith and for Sanctions on Order Shortening Time, filed on August 30, 2016	4	0823-0829
26.	Notice of Entry of Order, filed on September 7, 2016	4	0830-0838
27.	Plaintiff's Opposition to Defendants' Motion for Attorneys Fees and Costs and Countermotion for Attorneys Fees and Costs re: Motion to Disqualify Lewis Brisbois Bisgaard & Smith, filed on September 7, 2016	4	0839-0852
28.	Defendants' Opposition to Plaintiff's Countermotion for Attorneys Fees and Costs re: Motion to Disqualify Lewis Brisbois Bisgaard & Smith, filed on September 13, 2016	4	0853-0868
29.	Defendants' Reply to Plaintiff's Opposition to Motion for Attorney's Fees and Costs, filed on September 13, 2016	4	0869-0888
30.	Plaintiff's Supplemental Brief in Opposition to Defendants' Motion for Attorneys Fees and Costs, filed on September 26, 2016	4	0889-0921
31.	Defendants' Mydatt Services, Inc. and Mark Warner's Reply to Plaintiff's Supplemental Brief in Opposition to Motion for Attorney's Fees and Costs, filed on October 3, 2016	4	0922-0931
32.	Order re: Defendants' Motion for Attorney's Fees and Costs, filed on October 3, 2016	4	0932-0937
33.	Notice of Entry of Order re: Defendants' Motion for Attorney's Fees and Costs, filed on October 4, 2016	4	0938-0947
34.	Order Denying in Part and Granting in Part Motion for Attorney's Fees and Costs Related to Motion to Dismiss, filed on October 17, 2016	4	0948-0951
35.	Notice of Entry of Order, filed on October 18, 2016	4	0952-0959
36.	Defendants, Mydatt Services, Inc. d/b/a Valor Security Services and Mark Warner, Motion to Strike Plaintiff's Complaint and Dismissal, filed on November 18 2016	4	0960-0987

<u>Ex.</u>	<u>Title</u>	<u>Vol.</u>	<u>Pages</u>
37.	Reporter's Transcript of Proceedings All Pending Motions, from May 3, 2016	5	0988-1029
38.	Reporter's Transcript re: Evidentiary Hearing: Defendants' Motion to Dismiss Plaintiff's Complaint/Defendant GGP Meadows Mall LLC's Joinder to Defendants' Mydatt Services, Inc. and Mark Warner's Motion to Dismiss Plaintiff's Complaint/Plaintiff's Opposition to Defendants' Motion to Dismiss Complaint Plaintiff's Motion to Disqualify Lewis Brisbois Bisgaard & Smith and for Sanctions on Order Shortening Time, from June 8, 2016	5	1030-1129
39.	Reporter's Transcript of Proceedings – Evidentiary Hearing: Defendants' Motion to Dismiss Plaintiff's Complaint/Defendant GGP Meadows Mall, LLC's Joinder to Defendants Mydatt Services, Inc. and Mark Warner's Motion to Dismiss Plaintiff's Complaint/Plaintiff's Opposition to Defendants' Motion to Dismiss Complaint, from July 21, 2016	6	1130-1331
40.	Reporter's Transcript of Proceedings on Defendants' Motion for Attorneys' Fees and Costs; Plaintiff's Opposition to Defendants' Motion for Attorneys' Fees and Costs and Countermotion for Attorneys' Fees and Costs re: Motion to Disqualify Lewis, Brisbois, Bisgaard & Smith, from September 20, 2016	6	1332-1359

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HON. JOANNA KISHNER DEPARTMENT XXXI Eighth Judicial District Court Regional Justice Center 200 Lewis Avenue Las Vegas, NV 89155	<i>Respondent</i>
--	-------------------

Respondent

Attorneys for Real Parties in Interest
GGP MEADOWS MALL, LLP,
MYDATT SECURITY SERVICES,
INC. d/b/a VALOR SECURITY
SERVICES and MARK WARNER

Attorneys for Real Parties in Interest
MYDATT SECURITY SERVICES,
INC. d/b/a VALOR SECURITY
SERVICES and MARK WARNER

Employee of INJURY LAWYERS OF NEVADA

EXHIBIT “1”

DISTRICT COURT CIVIL COVER SHEET

County, Nevada

XI I

Case No. _____

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): X'Zavion Hawkins c/o Injury Lawyers of Nevada 6900 Westcliff Drive, Suite 707 Las Vegas, NV 89145	Defendant(s) (name/address/phone): GGP Meadows Mall, LLC; Mydatt Services, Inc. d/b/a Valor Security Services; and Mark Warner
Attorney (name/address/phone): David J. Churchill, Esq. and Jolene J. Manke, Esq. 6900 Westcliff Drive, Suite 707 Las Vegas, NV 89145 702-868-8888	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input checked="" type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

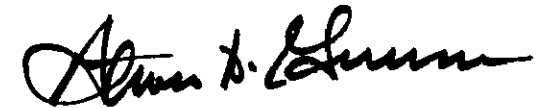
Business Court filings should be filed using the Business Court civil coversheet.

April 27, 2015

Date


 Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 **COMP**
2 DAVID J. CHURCHILL (SBN: 7308)
3 JOLENE J. MANKE (SBN: 7436)
4 **INJURY LAWYERS OF NEVADA**
5 6900 Westcliff Drive, Suite 707
6 Las Vegas, Nevada 89145
7 T: 702-868-8888
8 F: 702-868-8889
9 david@injurylawyersnv.com
10 jolene@injurylawyersnv.com
11 Attorneys for Plaintiff

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 X'ZAVION HAWKINS,

10 Plaintiff,

11 vs.

12 GGP MEADOWS MALL LLC, a Delaware
13 Limited Liability Company; MYDATT
14 SERVICES, INC. d/b/a VALOR SECURITY
15 SERVICES, an Ohio Corporation; MARK
16 WARNER, individually; DOES 1 through 10;
DOE SECURITY GUARDS 11 through 20; and
ROE ENTITIES 21 through 30, inclusive,

Defendants.

CASE NO.: **A- 15- 717577- C**
DEPT. NO.:

COMPLAINT

XI I

17 Plaintiff X'ZAVION HAWKINS, by and through his counsel, INJURY LAWYERS OF
18 NEVADA, complains and alleges against Defendants, and each of them, as follows:

19 **JURISDICTION**

20 1. That at all times relevant herein, Plaintiff X'ZAVION HAWKINS, (hereinafter referred
21 to as "Plaintiff") was and is a resident of Clark County, Nevada.

22 2. That at all times relevant hereto, Defendant GGP MEADOWS MALL LLC (hereinafter
23 referred to as "Defendant GGP") was and is a Delaware Limited Liability Company registered in
24 Nevada, in good standing, and licensed to conduct business in Clark County.

25 3. That at all times relevant hereto, Defendant MYDATT SERVICES, INC. d/b/a VALOR
26 SECURITY SERVICES (hereinafter referred to as "Defendant Valor") was and is an Ohio corporation
27
28

1 registered in Nevada, in good standing, doing business in Clark County Nevada as VALOR
2 SECURITY SERVICES.

3 4. That at all times relevant hereto, Defendant GGP owned, operated and leased a portion
4 of the real property located at or near 4300 Meadows Lane in Las Vegas, Nevada, commonly known as
5 Meadows Mall, as a commercial venue open to the public for retail shopping, dining and entertainment.

6 5. That at all times relevant hereto, Defendant Valor was in charge of keeping the patrons
7 of Meadows Mall safe from unreasonable harm and threat of harm while on the premises.

8 6. Upon information and belief, at all times relevant hereto, Defendant MARK WARNER
9 (hereinafter referred to as "Defendant WARNER"), an individual, was and is a resident of Nevada
10 employed as the Head Security Director of Meadows Mall and was responsible for keeping the patrons
11 of Meadows Mall safe from unreasonable harm and threat of harm while on the premises.

12 7. All the facts and circumstances that give rise to the subject lawsuit occurred in Clark
13 County, Nevada.

14 8. On information and belief, each of the Defendants, including those designated herein as
15 DOES 1 through 10, DOE SECURITY GUARDS 11 through 20, and ROE ENTITIES 21 through 30,
16 are legally responsible for the events and happenings stated in this Complaint, and, thus, proximately
17 caused the injuries and damages to Plaintiff for negligently, or in some other actionable manner,
18 proximately causing Plaintiff's injuries and damages as herein alleged for failing to provide adequate
19 protections and security, acting in a way which invited crime to the premises and failing to keep the
20 premises free from dangerous and harmful conditions, including, but not limited to, crowd control for
21 the shoe launch. At such time that Plaintiff determines the true identities of the DOE and DOE
22 SECURITY GUARDS and ROE ENTITIES, Plaintiff will seek leave of this Court to amend this
23 Complaint to set forth the proper names of those Defendants as well as asserting appropriate charging
24 allegations.
25
26

27 ///

28 ///

1 9. On information and belief, DOES 1 through 10, DOE SECURITY GUARDS 11 through
2 20 and ROE ENTITIES 21 through 30 were involved in the initiation, approval, support or execution of
3 the wrongful acts upon which this litigation is premised, or of similar actions against Plaintiff, of which
4 Plaintiff is presently unaware.

5
6 **FACTS COMMON TO ALL CAUSES OF ACTION**

7 10. Defendants all had notice that Meadows Mall is located in a dangerous high crime area,
8 that numerous crimes had previously occurred on the property, that criminals from the community
9 came onto the premises and committed violent criminal acts, and that a stronger security presence, or
10 any security presence for that matter, was required to keep patrons of Meadows Mall safe.

11 11. Defendants all had notice that violence, including, but not limited to, fights and/or
12 slayings over Air Jordan and other professional athlete-endorsed shoes and/or the launch of Air Jordan
13 and other professional athlete-endorsed shoes and are not uncommon both locally and nationally.

14 12. On or about August 17, 2013, Defendants all knew that the Air Jordan 4 “Green Glow”
15 shoe launch would be taking place at Meadows Mall.

16 13. Based on previous experience, Defendants knew or should have known patrons
17 participating in the Air Jordan 4 “Green Glow” shoe launch would arrive at Meadows Mall very early
18 before the entrance doors opened to increase their chance of obtaining a pair of the limited quantity of
19 shoes.
20

21 14. Defendants negligently failed to take action to keep Meadows Mall patrons participating
22 in the shoe launch free from unreasonable harm or threat of harm while on the premises.

23 15. On or about August 17, 2013, Plaintiff’s minor female cousin wanted to go to Meadows
24 mall to participate in the shoe launch.

25 16. Plaintiff accompanied his minor female cousin to Meadows Mall during the early
26 morning hours to wait with other patrons participating in the shoe launch.
27
28

1 17. After Plaintiff and his minor female cousin arrived at Meadows Mall they found a place
2 near the south entrance where all the other patrons had gathered to wait for the doors to open. While
3 they were waiting, they stood in the area of the entrance or sat on a bench near the entrance.

4 18. At no time did Plaintiff observe any individuals who appeared to be associated with
5 security for Meadows Mall.

6 19. At no time did Plaintiff observe any police cars or individuals who appeared to be
7 associated with law enforcement assisting with crowd control or keeping the peace.

8 20. While it was still dark outside and several hours remained before the entrance doors
9 would open, a group of young men present for the shoe launch approached Plaintiff and his minor
10 female cousin.

11 21. One of the young men in the group stared at Plaintiff and rushed toward him in a
12 threatening manner.

13 22. Plaintiff was first physically assaulted by one of the young men in the group and
14 knocked to the ground. Plaintiff then heard the young man yell to one of the other young men in the
15 group something that sounded like, "Get him, Zach!"

16 23. Plaintiff then recalls hearing a number of gun shots ring out and Plaintiff suffered
17 multiple gun shot wounds.

18 24. Plaintiff recalls being assisted by another patron who had been waiting in line for the
19 shoe launch.

20 25. Plaintiff then recalls that police officers arrived at the scene and emergency personnel
21 transported him from the scene.

22 ///

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1 FIRST CAUSE OF ACTION

2 (Negligence)

3 26. Plaintiff hereby repeats, re-alleges and incorporates by reference each and every
4 allegation set forth in the above paragraphs as though each were set forth herein verbatim.
5

6 27. Defendants, and each of them, owed a duty of care to Plaintiff to keep the premises free
7 of unreasonably dangerous and unsafe conditions during the shoe launch, to take reasonable steps to
8 reduce or curtail the amount of crime at the premises during the shoe launch, and to avoid acting in a
9 way to invite crime to the premises during the shoe launch.

10 28. Defendants, and each of them, created an unreasonably dangerous and unsafe condition
11 by failing to exercise reasonable crowd control at the time of the shoe launch.

12 29. Defendants, and each of them, allowed the Meadows Mall patrons waiting for the shoe
13 launch to wait unattended for hours outside the locked doors.
14

15 30. Defendants, and each of them, breached their duties owed to Plaintiff by their
16 negligence, carelessness, lack of due care and prudence by failing to provide adequate security,
17 including, but not limited to, the following:

18 a. Failing to provide adequate security to Meadows Mall patrons during the shoe
19 launch;
20

21 b. Failing to take adequate measures to ensure the safety of Meadows Mall patrons
22 during the shoe launch;

23 c. Failing to provide an adequate number of guards and/or patrols at Meadows Mall
24 during the shoe launch;

25 d. Failing to properly, responsibly and prudently hire and train security personnel;

26 e. Failing to properly, responsibly and prudently manage the premises;
27

28 ///

1 f. Failing to properly, responsibly and prudently supervise and/or manage security
2 personnel once they were hired;

3 g. Failing to properly, responsibly and prudently train security personnel or instruct
4 them as to their duties; and

5 h. Actively or passively allowing criminal activities to take place on the premises.

6
7 31. Upon information and belief, Defendants knew or should have known that Meadows
8 Mall is and was located in a high crime area, and needed added security measures to deal with the
9 same.

10 32. Upon information and belief, Defendants knew or should have known Meadows Mall
11 where Plaintiff was injured had numerous past incidents which were the same or substantially similar in
12 nature as to put Defendants on notice that the area and location was prone to violent criminal acts
13 against Meadows Mall's patrons and third parties.

14
15 33. Upon information and belief, Defendants knew or should have known that Meadows
16 Mall needed added security measures to handle crowd control during the shoe launch because such
17 shoe launches were and are prone to violent criminal acts against shoe launch participants.

18 34. Defendants owed Plaintiff the duty to exercise due care not to subject Plaintiff to a
19 foreseeable risk of harm.

20 35. As a direct and proximate result of the negligent actions of Defendants, Plaintiff
21 sustained bodily injury, some of which are severe, chronic, debilitating and permanent in nature.

22 36. As a further and direct and proximate result of Defendants' actions, Plaintiff suffered
23 multiple gunshot wounds resulting in scarring, disfigurement and permanent paralysis from the waist
24 down. He cannot walk or care for his daily needs without assistance from family and friends. He will
25 likely never be able to work or maintain any employment for the rest of his life.

26
27 ///

1 37. As a further direct and proximate result of Defendants' actions, Plaintiff suffered and
2 will continue to suffer mental and physical pain in an amount in excess of Ten Thousand Dollars
3 (\$10,000.00).

4 38. As a further direct and proximate result of Defendants' actions, Plaintiff has incurred,
5 and will continue to incur, obligations and expenses for medical and associated treatment all to his
6 damage in an amount in excess of Ten Thousand Dollars (\$10,000.00). Plaintiff prays for leave of the
7 Court to insert all said damages herein when the same have been fully ascertained or proven at the time
8 of trial of this matter.
9

10 39. As a further direct and proximate result of Defendants' actions, Plaintiff incurred and
11 may continue to incur, court costs and attorney's fees in a continuing amount, and he should be entitled
12 to reasonable attorney's fees and costs in a continuing amount to be proven at trial.
13

14 **SECOND CAUSE OF ACTION**

15 **(Respondeat Superior)**

16 40. Plaintiff hereby repeats, re-alleges and incorporates by reference each and every
17 allegation set forth in the above paragraphs as though each were set forth herein verbatim.

18 41. Defendant WARNER, as Head Security Director for Meadows Mall, was acting in the
19 course and scope of his employment with Defendant GGP when he breached his duty of due care to
20 Plaintiff, and, accordingly, Defendant GGP is liable for the negligent acts of its employee under the
21 doctrine of respondeat superior.
22

23 42. Upon information and belief, DOE SECURITY GUARDS 11 through 20 were acting in
24 the course and scope of their employment with Defendant Valor as security personnel at Meadows Mall
25 when they breached their duty of due care to Plaintiff, and, accordingly, Defendant Valor is liable for
26 the negligent acts of its employees under the doctrine of respondeat superior.
27

28 ///

1 43. At all times relevant herein, Defendants WARNER and DOE SECURITY GUARDS 11
2 through 20 were acting in the furtherance of Meadows Mall and each other Defendant's official and/or
3 business interests.

4 44. The bad acts of Defendants WARNER and DOE SECURITY GUARDS 11 through 20
5 detailed herein were likely, probable, and/or foreseeable, and committed while committed while "on the
6 clock."
7

8 45. Accordingly, Defendants GGP and Defendant Valor are vicariously liable for the
9 intentional, reckless, and/or negligent acts of their employees, which were the actual and proximate
10 cause of Plaintiff's injuries and damages.

11 46. That as a direct and proximate result of the negligence, carelessness and/or recklessness
12 of Defendants WARNER and DOE SECURITY GUARDS 11 through 20, Plaintiff sustained great
13 emotional distress and bodily trauma, all or some of which may be permanent and disabling in nature,
14 including permanent paralysis from the waist down, all to his general and compensatory damage in an
15 amount in excess of TEN THOUSAND DOLLARS (\$10,000.00).
16

17 47. Plaintiff has been required to incur attorney's fees and costs in brining this action for
18 respondeat superior, and requests that the Court grant reasonable attorney's fees and costs in a
19 continuing amount to be proven at trial.
20

21 THIRD CAUSE OF ACTION

22 (Gross Negligence)

23 48. Plaintiff hereby repeats, re-alleges and incorporates by reference each and every
24 allegation set forth in the above paragraphs as though each were set forth herein verbatim.

25 ///

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1 49. In committing the negligence mentioned above, Defendants engaged in despicable
2 conduct with a conscious disregard for the rights or safety of others and/or Defendants acted with the
3 knowledge of the probable harmful consequences of their wrongful acts and willfully and deliberately
4 failed to act to avoid those consequences.

5 50. Defendant's failure to take action to eliminate the hazardous condition created by the
6 lack of crowd control during the shoe launch is so reckless that it demonstrates a substantial lack of
7 concern for whether an injury will result.

8 51. Defendants' conduct described herein was done with a conscious disregard of the rights
9 and safety of the public, including Plaintiff, with the intent to vex, injure and annoy the Plaintiff, such
10 as to constitute oppression, malice or fraud and/or wanton and/or willful disregard of Plaintiff's rights
11 as set forth and defined under the laws of the State of Nevada, entitling Plaintiff to punitive damages in
12 an amount appropriate to punish or set an example of the Defendants.
13

14 52. Defendants knew and/or should have known to a substantial degree of certainty that their
15 actions would result in injury to Plaintiff or other patrons waiting for the shoe launch. Accordingly,
16 Defendants are liable for punitive damages.
17

18 53. That as a direct and proximate result of the Defendants' negligent acts, Plaintiff was
19 permanently paralyzed from the waist down, which has caused him great suffering, and he will
20 continue to experience pain, suffering, emotional distress, loss of enjoyment and medical expenses, all
21 to his special and general damage in an amount in excess of Ten Thousand Dollars (\$10,000.00).
22

23 54. That as a further direct and proximate result of the recklessness, carelessness and
24 negligence of Defendants, Plaintiff has been required to retain the services of counsel to represent him
25 in the above-entitled matter, and he should be entitled to reasonable attorney's fees and costs to be
26 proven at trial.

27 ///
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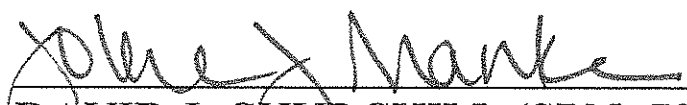
1 PRAYER FOR RELIEF

2 WHEREFORE, Plaintiff X'ZAVION HAWKINS, reserving the right to amend this Complaint
3 at the time of trial to include all items of damages not yet ascertained, prays for judgment against
4 Defendants, and each of them, as follows:

- 5
- 6 1. For damages in excess of \$10,000.00 for past, present and future medical expenses;
 - 7 2. For past, present and future pain and suffering in excess of \$10,000.00;
 - 8 3. For hedonic damages in excess of \$10,000.00;
 - 9 4. For loss of income, wages and ability to work, as well as other economic damages in
10 excess of \$10,000.00;
 - 11 5. For punitive and exemplary damages in excess of \$10,000.00;
 - 12 6. For attorneys' fees and costs of suit incurred herein; and
 - 13 7. For such other and further relief as this Court may deem just and proper.

14
15 DATED this 27th day of April, 2015.

16 INJURY LAWYERS OF NEVADA

17
18 
19 DAVID J. CHURCHILL (SBN: 7308)
20 JOLENE J. MANKE (SBN: 7436)
21 6900 Westcliff Drive, Suite 707
22 Las Vegas, Nevada 89145
23 Attorneys for Plaintiff
24
25
26
27
28

1 IAFD
2 DAVID J. CHURCHILL (7308)
3 JOLENE J. MANKE (7436)
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9 david@injurylawyersnv.com
10 jolene@injurylawyersnv.com
11 Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

9 X'ZAVION HAWKINS,
10 Plaintiff,
11 vs.

11 GGP MEADOWS MALL, LLC, a Delaware
12 Limited Liability Company; MYDATT
13 SERVICES, INC. d/b/a VALOR SECURITY
14 SERVICES, an Ohio Corporation; MARK
15 WARNER, individually; DOES 1 through 10;
16 DOE SECURITY GUARDS 11 through 20; and
17 ROE ENTITIES 21 through 30, inclusive,
18 Defendants.

CASE NO.:
DEPT. NO.:

INITIAL APPEARANCE FEE
DISCLOSURE

19 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
20 parties appearing in the above entitled action as indicated below:

21 X'ZAVION HAWKINS, Plaintiff	\$270.00
22 TOTAL:	\$270.00

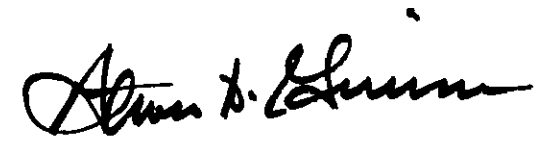
23 DATED this 27th day of April, 2015.

INJURY LAWYERS OF NEVADA

By: 

DAVID J. CHURCHILL (SBN: 7308)
JOLENE J. MANKE (SBN: 7436)
6900 Westcliff Drive, Suite 707
Las Vegas, Nevada 89145
Attorneys for Plaintiff

EXHIBIT “2”



CLERK OF THE COURT

1 **ANSC**
2 **RESNICK & LOUIS, P.C.**
3 Mitchell Resnick, Esq., SBN: 12074
4 Jenny L. Foley, PhD., Esq., SBN: 9017
5 mresnick@rlattorneys.com
6 Jfoley@rlattorneys.com
7 5940 S. Rainbow Blvd.
8 Las Vegas, NV 89118
9 Telephone: (702) 997-3800
10 Facsimile: (702) 997-3800

11 *Attorneys for Valor Security Services*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 X'ZAVION HAWKINS, individually,

15 Plaintiff,

16 v.

17 GGP MEADOWS MALL LLC, a Delaware
18 Limited Liability Company; MYDATT
19 SERVICES, INC. d/b/a VALOR SECURITY
20 SERVICES, an Ohio Corporation; MARK
21 WARNER, individually; DOES 1 through 10;
22 DOE SECURITY GUARDS 11 through 20;
23 and ROE ENTITIES 21 through 30, inclusive,

24 Defendants.

CASE NO.: A-15-717577-C

DEPT: XII

**DEFENDANT MYDATT SERVICES,
INC. d/b/a VALOR SECURITY
SERVICES' ANSWER TO
PLAINTIFF'S COMPLAINT**

25 Defendant, Mydatt Services, Inc. d/b/a Valor Security Services (referred to herein as
26 "Valor Security"), by and through undersigned counsel, Mitchell Resnick, of the law firm
27 Resnick & Louis, P.C., hereby responds to Plaintiff X'Zavion Hawkins' Complaint as follows:

28 **JURISDICTION**

1. Valor Security is without sufficient information to either admit or deny the allegations
contained in paragraph 1 of Plaintiff's Complaint and on that basis denies same.

1 2. Valor Security is without sufficient information to either admit or deny the allegations
2 contained in paragraph 2 of Plaintiff's Complaint and on that basis denies same.

3 3. Valor Security denies the allegations contained in paragraph 3 of Plaintiff's Complaint in
4 that Mydatt Services d/b/a Valor Security Services no longer conducts business in Clark County
5 Nevada. Mydatt Services d/b/a Valor Security Services was purchased by Universal Protection
6 Service, a division of Universal Services of America Services of America, on or around, January
7 2015.

8 4. Valor Security is without sufficient information to either admit or deny the allegations
9 contained in paragraph 4 of Plaintiff's Complaint and on that basis denies same.

10 5. The allegations contained in paragraph 5 of Plaintiff's Complaint are vague and/or call
11 for a legal conclusion, on this basis Valor Security is without sufficient information to either
12 admit or deny the allegations contained in paragraph 5 of Plaintiff's Complaint and therefore
13 denies same.

14 6. Valor Security is without sufficient information to either admit or deny the allegations
15 contained in paragraph 6 of Plaintiff's Complaint and on that basis denies same.

16 7. Valor Security admits that the shooting incident that is the subject of this lawsuit
17 occurred in Clark County Nevada. Valor Security is without sufficient information to either
18 admit or deny the remaining allegations contained in paragraph 7 of Plaintiff's Complaint and on
19 that basis denies same.

20 8. Valor Security is without sufficient information to either admit or deny the allegations
21 contained in paragraph 8 of Plaintiff's Complaint and on that basis denies same.

22 9. Valor Security is without sufficient information to either admit or deny the allegations
23 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

24
25 **FACTS COMMON TO ALL CAUSES OF ACTION**

26 10. Valor Security is without sufficient information to either admit or deny the allegations
27 contained in paragraph 10 of Plaintiff's Complaint and on that basis denies same.

1 11. Valor Security is without sufficient information to either admit or deny the allegations
2 contained in paragraph 11 of Plaintiff's Complaint and on that basis denies same.

3 12. Valor Security is without sufficient information to either admit or deny the allegations
4 contained in paragraph 12 of Plaintiff's Complaint and on that basis denies same.

5 13. Valor Security is without sufficient information to either admit or deny the allegations
6 contained in paragraph 13 of Plaintiff's Complaint and on that basis denies same.

7 14. Valor Security is without sufficient information to either admit or deny the allegations
8 contained in paragraph 14 of Plaintiff's Complaint and on that basis denies same.

9 15. Valor Security is without sufficient information to either admit or deny the allegations
10 contained in paragraph 15 of Plaintiff's Complaint and on that basis denies same.

11 16. Valor Security is without sufficient information to either admit or deny the allegations
12 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

13 17. Valor is without sufficient information to either admit or deny the allegations contained
14 in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

15 18. Valor Security is without sufficient information to either admit or deny the allegations
16 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

17 19. Valor Security is without sufficient information to either admit or deny the allegations
18 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

19 20. Valor Security is without sufficient information to either admit or deny the allegations
20 contained in paragraph 20 of Plaintiff's Complaint and on that basis denies same.

21 21. Valor Security is without sufficient information to either admit or deny the allegations
22 contained in paragraph 21 of Plaintiff's Complaint and on that basis denies same.

23 22. Valor Security is without sufficient information to either admit or deny the allegations
24 contained in paragraph 22 of Plaintiff's Complaint and on that basis denies same.

25 23. Valor Security is without sufficient information to either admit or deny the allegations
26 contained in paragraph 23 of Plaintiff's Complaint and on that basis denies same.
27
28

1 24. Valor Security is without sufficient information to either admit or deny the allegations
2 contained in paragraph 24 of Plaintiff's Complaint and on that basis denies same.

3 25. Valor Security is without sufficient information to either admit or deny the allegations
4 contained in paragraph 25 of Plaintiff's Complaint and on that basis denies same.

5 **FIRST CAUSE OF ACTION**

6 **(Negligence)**

7 26. Valor Security hereby repeats, re-alleges and incorporates by reference each and every
8 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
9 forth herein verbatim. In so far as this Court determines that paragraph 26 contains allegations,
10 Valor Security hereby denies same.

11 27. Valor Security denies the allegations in paragraph 27 of Plaintiff's Complaint that call for
12 a legal conclusion and Valor is without sufficient information to either admit or deny the
13 remaining allegations contained in paragraph 27 of Plaintiff's Complaint and therefore denies
14 same.

15 28. Valor Security is without sufficient information to either admit or deny the allegations
16 contained in paragraph 28 of Plaintiff's Complaint and on that basis denies same.

17 29. Valor Security is without sufficient information to either admit or deny the allegations
18 contained in paragraph 29 of Plaintiff's Complaint and on that basis denies same.

19 30. Valor Security affirmatively alleges that at all relevant times Valor Security satisfied any
20 and all applicable duties owed to Plaintiff. Valor Security denies the allegations contained in
21 paragraph 30 of Plaintiff's Complaint and further denies the allegations in subparts a-h to
22 paragraph 30 of Plaintiff's Complaint.

23 31. Valor Security affirmatively alleges that at all relevant times Valor satisfied any and all
24 applicable duties owed to Plaintiff. Valor Security is without sufficient information to either
25 admit or deny the remaining allegations contained within paragraph 31 of Plaintiff's Complaint
26 and on that basis denies same.
27
28

1 32. Valor Security affirmatively alleges that at all relevant times Valor Security satisfied any
2 and all applicable duties owed to Plaintiff. Valor Security is without sufficient information to
3 either admit or deny the remaining allegations contained within paragraph 32 of Plaintiff's
4 Complaint and on that basis denies same.

5 33. Valor Security affirmatively alleges that at all relevant times Valor satisfied any and all
6 applicable duties owed to Plaintiff. Valor Security is without sufficient information to either
7 admit or deny the remaining allegations contained within paragraph 33 of Plaintiff's Complaint
8 and on that basis denies same.

9 34. Valor Security affirmatively alleges that at all relevant times Valor Security satisfied any
10 and all applicable duties owed to Plaintiff. Valor Security is without sufficient information to
11 either admit or deny the remaining allegations contained within paragraph 34 of Plaintiff's
12 Complaint and on that basis denies same.

13 35. Valor Security is without sufficient information to either admit or deny the allegations
14 contained within paragraph 35 of Plaintiff's Complaint and on that basis denies same.

15 36. Valor Security is without sufficient information to either admit or deny the allegations
16 contained within paragraph 36 of Plaintiff's Complaint and on that basis denies same.

17 37. Valor Security is without sufficient information to either admit or deny the allegations
18 contained within paragraph 37 of Plaintiff's Complaint and on that basis denies same.

19 38. Valor Security is without sufficient information to either admit or deny the allegations
20 contained within paragraph 38 of Plaintiff's Complaint and on that basis denies same.

21 39. Valor Security denies that Plaintiff is entitled to attorney's fees. Valor Security is without
22 sufficient information to either admit or deny the remaining allegations contained within
23 paragraph 39 of Plaintiff's Complaint and on that basis denies same.
24

25 ///

26 ///

27 ///

28

1 **SECOND CAUSE OF ACTION**

2 **(Respondeat Superior)**

3 40. Valor Security hereby repeats, re-alleges and incorporates by reference each and every
4 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
5 forth herein verbatim. In so far as this Court determines that paragraph 40 contains allegations
6 Valor Security hereby denies same.

7 41. Valor Security is without sufficient information to either admit or deny the allegations
8 contained within paragraph 41 of Plaintiff's Complaint and on that basis denies same.

9 42. Valor Security is without sufficient information to either admit or deny the allegations
10 contained within paragraph 42 of Plaintiff's Complaint and on that basis denies same.

11 43. Valor Security is without sufficient information to either admit or deny the allegations
12 contained within paragraph 43 of Plaintiff's Complaint and on that basis denies same.

13 44. Valor Security is without sufficient information to either admit or deny the allegations
14 contained within paragraph 44 of Plaintiff's Complaint and on that basis denies same.

15 45. Valor Security is without sufficient information to either admit or deny the allegations
16 contained within paragraph 45 of Plaintiff's Complaint and on that basis denies same.

17 46. Valor Security is without sufficient information to either admit or deny the allegations
18 contained within paragraph 46 of Plaintiff's Complaint and on that basis denies same.

19 47. Valor Security is without sufficient information to either admit or deny the allegations
20 contained within paragraph 47 of Plaintiff's Complaint and on that basis denies same.

21 **THIRD CAUSE OF ACTION**

22 **(Gross Negligence)**

23 48. Valor Security hereby repeats, re-alleges and incorporates by reference each and every
24 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
25 forth herein verbatim. In so far as this Court determines that paragraph 48 contains allegations,
26 Valor Security hereby denies same.
27
28

1 49. Valor Security denies the allegations contained in paragraph 49 of Plaintiff's Complaint
2 as they apply to Valor Security.

3 50. Valor Security denies the allegations contained in paragraph 50 of Plaintiff's Complaint
4 as they apply to Valor Security.

5 51. Valor Security denies the allegations contained in paragraph 51 of Plaintiff's Complaint
6 as they apply to Valor Security.

7 52. Valor Security denies the allegations contained in paragraph 52 of Plaintiff's Complaint
8 as they may apply to Valor Security.

9 53. Valor Security denies that it was negligent. Valor Security denies that any acts by Valor
10 Security directly and proximately caused Plaintiff's injuries. Valor Security is without sufficient
11 information to either admit or deny the remaining allegations contained within paragraph 43 of
12 Plaintiff's Complaint and on that basis denies same.

13 54. Valor Security denies the allegations in paragraph 54 of Plaintiff's Complaint.
14

15 **FURTHER RESPONSES/GENERAL DENIAL**

16 55. As for Valor Security's further responses, Valor Security denies each and every
17 allegation not expressly admitted, denied or otherwise qualified

18 **FIRST SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
19 **(Failure to State a Claim for Relief)**

20 Valor Security alleges that the Complaint and each and every Claim for Relief stated
21 therein fails to state facts or other allegations sufficient to constitute a Claim for Relief, or any
22 Claim for Relief, as against Valor Security.

23 **SECOND SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
24 **(Negligence of Others/Breaches of Obligations by Others)**

25 Valor Security alleges that at all times mentioned herein, if Plaintiff was damaged, it was
26 proximately caused by the independent conduct of third parties or entities, both known and
27 unknown, and each of them, were negligent, careless and reckless and unlawfully conducted
28

1 themselves so as to substantially contribute to Plaintiff's purported damages, and said
2 negligence, if any, either bars in whole or in part damages sought herein against Defendant, and
3 any potential recovery against Valor Security must therefore be reduced accordingly.

4 **THIRD SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
5 **(Reduction to Percentage of Fault)**

6 Valor Security alleges that if it should be found that Valor Security is in any manner
7 legally responsible for the injury or damages, if any, sought by Plaintiff, which supposition is not
8 admitted but merely stated for the purpose of pleading this action, then any such injuries or
9 damages were proximately caused or contributed to by Plaintiff, and/or any other persons or
10 entities not parties to this action, and it is necessary that the proportionate degree of negligence,
11 fault or unreasonable conduct of each of said persons or entities, whether parties to this action or
12 not, be determined.

13 **FIFTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
14 **(Intervening or Superseding Cause)**

15 Valor Security alleges that the injuries and damages complained of in the Complaint, if
16 any, were proximately caused by an intervening or superseding action and/or inaction of others
17 over which Valor Security had no control, which intervening and superseding action and/or
18 inaction bars and/or diminishes Plaintiff's recovery, if any, against Valor Security.

19 **SIXTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
20 **(Waiver)**

21 Valor Security alleges that Plaintiff, through her own acts and omissions, waived the
22 right to recover damages from Defendant.

23 **SEVENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
24 **(Statute of Limitations and/or Repose)**

25 Valor Security alleges that the subject Complaint is barred by the applicable Statute of
26 Limitations and/or Repose.
27
28

1 **EIGHTH SEPARATE DISTINCT AFFIRMATIVE DEFENSE**
2 **(No Proximal Causation)**

3 Valor Security alleges that Plaintiff has not sustained any damages or injuries which have
4 been proximately caused by any purported act, omission, or breach of any duty on the part of
5 Valor Security.

6 **NINTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
7 **(Uncontrollable Event)**

8 Valor Security alleges that the events, injuries, losses and damages complained of in the
9 Complaint, if any, were the result of and solely caused by an irresistible, superhuman act which
10 no person could control and/or anticipate, to wit: an unusual and unprecedented event which
11 caused the purported accident alleged in the Complaint.

12 **TENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
13 **(Failure to Mitigate Damages)**

14 Valor Security alleges that Plaintiff, by the exercise of reasonable effort and/or care,
15 could have mitigated that amount of damages alleged to have been suffered, but that Plaintiff
16 failed, neglected and refused, and continue to fail and refuse, to exercise a reasonable effort to
17 mitigate the alleged damages.

18 **ELEVENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
19 **(Due Care and Circumspection)**

20 Valor Security alleges that at all times relevant to the allegations contained in Plaintiff's
21 Complaint, Valor Security acted with the due care and circumspection in the performance of any
22 and all duties imposed on it.

23 **TWELFTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
24 **(No Control or Possession)**

25 Valor Security alleges that it had no control over, or possession of, the area where
26 Plaintiff allege its damages took place.

27 ///

1 **THIRTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
2 **(Assumption of Risk)**

3 The perils or dangers, if any, existing at the time of Plaintiff's alleged injuries, if any,
4 were open and obvious and known to Plaintiff's who nevertheless conducted herself in such a
5 manner so as to expose herself to said perils and dangers, if any, and by so doing, assumed all the
6 risks attendant thereto.

7 **FOURTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
8 **(Estoppel)**

9 Valor Security alleges that Plaintiff, by virtue of his own acts and omissions, is estopped
10 from recovering damages from Valor Security.

11 **FIFTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
12 **(Failure to Join)**

13 Valor Security alleges that Plaintiff's claims are barred by virtue of his own failure to
14 join necessary and indispensable parties to this lawsuit.

15 **SIXTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
16 **(Unclean Hands)**

17 Valor Security alleges that this action is barred by the equitable doctrine of unclean
18 hands.

19 **SEVENTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
20 **(Misuse)**

21 Valor Security alleges that all damages sustained by Plaintiff, if any, by reason of the
22 matters referred to in the Complaint, resulted solely from unreasonable and improper use, and
23 misuse, of the products, machines, premises, conditions, facilities, or systems involved.

24 **EIGHTEENTH SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
25 **(Discharge of Duties)**

26 Prior to commencement of this action, Valor Security duly performed, satisfied and
27 discharged all duties and obligations it may have owed to Plaintiff arising out of any and all
28

1 purported agreements, representations or contracts made by it or on behalf of Valor Security and
2 this action is therefore barred.

3 **NINETEENTH SEPARATE AND DISTINCT**
4 **AFFIRMATIVE DEFENSE**
5 **(Claim for Attorney's Fees Barred)**

6 Valor Security alleges that Plaintiff have failed to set forth facts sufficient to support an
7 award for attorney's fees or extra-contractual damages, and that accordingly any alleged claims
8 for attorney's fees or extra-contractual damages are barred.

9 **TWENTIETH SEPARATE AND DISTINCT**
10 **AFFIRMATIVE DEFENSE**
11 **(Attorney's Fees)**

12 Valor Security alleges that it has been necessary to employ the services of an attorney to
13 defend it in this action and a reasonable sum should be allowed Valor Security for attorney's
14 fees, together with costs of suit incurred herein.

15 **TWENTY-FIRST SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
16 **(NRCP Rule 8 Defenses)**

17 Valor Security hereby incorporates by reference those affirmative defenses enumerated in
18 Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further
19 investigation or discovery reveals the applicability of any such defenses, Valor Security reserves
20 the right to seek leave of Court to amend its Answer to specifically assert the same. Such
21 defenses are herein incorporated by reference for the specific purpose of not waiving same.

22 **TWENTY-SECOND SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE**
23 **(Right to Amend)**

24 Pursuant to NRCP 11, Valor Security presently has insufficient knowledge or information
25 on which to form a belief as to whether it has additional, as yet unstated affirmative defenses
26 available. Valor Security hereby reserves its right to insert additional affirmative defenses in the
27 event discovery and investigation indicate they would be appropriate.
28

WHEREFORE, having fully answered Plaintiff's Complaint, Valor Security respectfully requests the following relief:

A. That Plaintiff takes nothing by virtue of his Complaint;

B. That the Complaint is dismissed with prejudice and that Valor Security is awarded judgment in this action;

C. That Valor Security is awarded its costs incurred herein;

D. That Valor Security be awarded its attorneys' fees; and

E. For such other and further relief as the Court deems just and proper.

DATED this 19th day of May, 2015.

RESNICK & LOUIS, P.C.

By: /s/ Mitch Resnick
 Mitchell J. Resnick., Esq.
 Jenny Foley, PhD, Esq.
 5940 S. Rainbow Blvd.
 Las Vegas, NV 89118
 Telephone: (702) 997-3800
 Facsimile: (702) 997-3800
*Attorneys for Defendant Mydatt Services, Inc. d/b/a
 Valor Security Services*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that service of the foregoing **ANSWER** was served this 19th day of May, 2015, by:

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

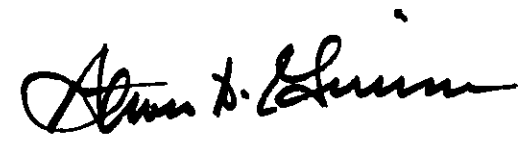
☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

/s/ Lily Richardson
An Employee of Resnick & Louis, P.C.

EXHIBIT “3”



CLERK OF THE COURT

1 **ANS**
2 PHILIP GOODHART, ESQ.
3 Nevada Bar No. 5332
4 png@thorndal.com
5 **THORNDAL ARMSTRONG DELK**
6 **BALKENBUSH & EISINGER**
7 1100 East Bridger Avenue
8 Las Vegas, Nevada 89101-5315
9 Mail to:
10 P.O. Box 2070
11 Las Vegas, Nevada 89125-2070
12 Tel: (702) 366-0622
13 Fax: (702) 366-0327

14 *Attorneys for Defendant GGP Meadows Mall, LLC*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 X'ZAVION HAWKINS,
18
19 Plaintiff,

20 vs.

21 GGP MEADOWS MALL, LLC, a Delaware
22 limited liability company; MYDATT SERVICES,
23 INC. d/b/a VALOR SECURITY SERVICES, and
24 Ohio Corporation; MARK WARNER, individually;
25 DOES 1 through 10; DOE SECURITY GUARDS
26 11 through 20; and ROE ENTITIES 21 through 30,
27 inclusive,

28 Defendants.

CASE NO. A-15-717577-C
DEPT. NO. XII

**DEFENDANTS GGP MEADOWS MALL,
LLC'S ANSWER AND CROSS-CLAIMS**

29 **ANSWER**

30 Defendants GGP MEADOWS MALL, LLC (hereinafter, "Defendant"), for themselves and no
31 other defendant, hereby answers Plaintiff X'ZAVION HAWKINS' (hereinafter, "Plaintiff") Complaint
32 (hereinafter, "Complaint").

33 **JURISDICTION**

- 34 1. Answering Paragraph 1 of the Complaint, Defendant is without sufficient knowledge or information
35 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
36 each and every allegation contained therein.
37
38 2. Answering Paragraph 2 of the Complaint, Defendant admits the allegations contained therein.

1 3. Answering Paragraph 3 of the Complaint, Defendant is without sufficient knowledge or information
2 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
3 each and every allegation contained therein.

4 4. Answering Paragraph 4 of the Complaint, Defendant admits the allegations contained therein.

5 5. Answering Paragraph 5 of the Complaint, Defendant is without sufficient knowledge or information
6 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
7 each and every allegation contained therein.

8 6. Answering Paragraph 6 of the Complaint, Defendant is without sufficient knowledge or information
9 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
10 each and every allegation contained therein.

11 7. Answering Paragraph 7 of the Complaint, Defendant admits the allegations contained therein.

12 8. Answering Paragraph 8 of the Complaint, Defendant is without sufficient knowledge or information
13 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
14 each and every allegation contained therein.

15 9. Answering Paragraph 9 of the Complaint, Defendant is without sufficient knowledge or information
16 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
17 each and every allegation contained therein.

18 FACTS COMMON TO ALL CAUSES OF ACTION

19 10. Answering Paragraph 10 of the Complaint, Defendant denies each and every allegation contained
20 therein.

21 11. Answering Paragraph 11 of the Complaint, Defendant denies each and every allegation contained
22 therein.

23 12. Answering Paragraph 12 of the Complaint, Defendant is without sufficient knowledge or information
24 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
25 each and every allegation contained therein.

26 13. Answering Paragraph 13 of the Complaint, Defendant denies each and every allegation contained
27 therein.

- 1 14. Answering Paragraph 14 of the Complaint, Defendant denies each and every allegation contained
2 therein.
- 3 15. Answering Paragraph 15 of the Complaint, Defendant is without sufficient knowledge or information
4 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
5 each and every allegation contained therein.
- 6 16. Answering Paragraph 16 of the Complaint, Defendant is without sufficient knowledge or information
7 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
8 each and every allegation contained therein.
- 9 17. Answering Paragraph 17 of the Complaint, Defendant is without sufficient knowledge or information
10 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
11 each and every allegation contained therein.
- 12 18. Answering Paragraph 18 of the Complaint, Defendant is without sufficient knowledge or information
13 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
14 each and every allegation contained therein.
- 15 19. Answering Paragraph 19 of the Complaint, Defendant is without sufficient knowledge or information
16 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
17 each and every allegation contained therein.
- 18 20. Answering Paragraph 20 of the Complaint, Defendant is without sufficient knowledge or information
19 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
20 each and every allegation contained therein.
- 21 21. Answering Paragraph 21 of the Complaint, Defendant is without sufficient knowledge or information
22 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
23 each and every allegation contained therein.
- 24 22. Answering Paragraph 22 of the Complaint, Defendant is without sufficient knowledge or information
25 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
26 each and every allegation contained therein.

27
28

1 23. Answering Paragraph 23 of the Complaint, Defendant is without sufficient knowledge or information
2 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
3 each and every allegation contained therein.

4 24. Answering Paragraph 24 of the Complaint, Defendant is without sufficient knowledge or information
5 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
6 each and every allegation contained therein.

7 25. Answering Paragraph 25 of the Complaint, Defendant is without sufficient knowledge or information
8 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
9 each and every allegation contained therein.

10 **FIRST CAUSE OF ACTION**

11 **(Negligence)**

12 26. Answering Paragraph 26, Defendant repeats and realleges answers to Paragraphs 1 through 25, and
13 incorporates the same by reference as if fully set forth herein.

14 27. Answering Paragraph 27 of the Complaint, Defendant is without sufficient knowledge or information
15 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
16 each and every allegation contained therein.

17 28. Answering Paragraph 28 of the Complaint, Defendant denies each and every allegation contained
18 therein.

19 29. Answering Paragraph 29 of the Complaint, Defendant denies each and every allegation contained
20 therein.

21 30. Answering Paragraph 30 of the Complaint, Defendant denies each and every allegation contained
22 therein.

23 31. Answering Paragraph 31 of the Complaint, Defendant denies each and every allegation contained
24 therein.

25 32. Answering Paragraph 32 of the Complaint, Defendant denies each and every allegation contained
26 therein.

27 33. Answering Paragraph 33 of the Complaint, Defendant denies each and every allegation contained
28 therein.

1 34. Answering Paragraph 34 of the Complaint, Defendant is without sufficient knowledge or information
2 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
3 each and every allegation contained therein.

4 35. Answering Paragraph 35 of the Complaint, Defendant denies each and every allegation contained
5 therein.

6 36. Answering Paragraph 36 of the Complaint, Defendant denies each and every allegation contained
7 therein.

8 37. Answering Paragraph 37 of the Complaint, Defendant denies each and every allegation contained
9 therein.

10 38. Answering Paragraph 38 of the Complaint, Defendant denies each and every allegation contained
11 therein.

12 39. Answering Paragraph 39 of the Complaint, Defendant denies each and every allegation contained
13 therein.

14 **SECOND CAUSE OF ACTION**

15 **(Respondeat Superior)**

16 40. Answering Paragraph 40, Defendant repeats and realleges answers to Paragraphs 1 through 39, and
17 incorporates the same by reference as if fully set forth herein.

18 41. Answering Paragraph 41 of the Complaint, Defendant is without sufficient knowledge or information
19 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
20 each and every allegation contained therein.

21 42. Answering Paragraph 42 of the Complaint, Defendant is without sufficient knowledge or information
22 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
23 each and every allegation contained therein.

24 43. Answering Paragraph 43 of the Complaint, Defendant is without sufficient knowledge or information
25 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
26 each and every allegation contained therein.

1 44. Answering Paragraph 44 of the Complaint, Defendant is without sufficient knowledge or information
2 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
3 each and every allegation contained therein.

4 45. Answering Paragraph 45 of the Complaint, Defendant is without sufficient knowledge or information
5 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
6 each and every allegation contained therein.

7 46. Answering Paragraph 46 of the Complaint, Defendant is without sufficient knowledge or information
8 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
9 each and every allegation contained therein.

10 47. Answering Paragraph 47 of the Complaint, Defendant is without sufficient knowledge or information
11 to form a belief as to the truth of the allegations contained in said paragraph, and on that basis denies
12 each and every allegation contained therein.

13 **THIRD CAUSE OF ACTION**

14 **(Gross Negligence)**

15 48. Answering Paragraph 48, Defendant repeats and realleges answers to Paragraphs 1 through 47, and
16 incorporates the same by reference as if fully set forth herein.

17 49. Answering Paragraph 49 of the Complaint, Defendant denies each and every allegation contained
18 therein.

19 50. Answering Paragraph 50 of the Complaint, Defendant denies each and every allegation contained
20 therein.

21 51. Answering Paragraph 51 of the Complaint, Defendant denies each and every allegation contained
22 therein.

23 52. Answering Paragraph 52 of the Complaint, Defendant denies each and every allegation contained
24 therein.

25 53. Answering Paragraph 53 of the Complaint, Defendant denies each and every allegation contained
26 therein.

27 54. Answering Paragraph 54 of the Complaint, Defendant denies each and every allegation contained
28 therein.

1 **AFFIRMATIVE DEFENSES**

2 **FIRST AFFIRMATIVE DEFENSE**

3 That the injuries sustained by the Plaintiff, if any, were caused by acts of unknown third persons
4 who were not agents, servants or employees of this answering Defendant and who were not acting on
5 behalf of this answering Defendant in any manner or form and, as such, this answering Defendant is not
6 liable in any manner to the Plaintiff.

7 **SECOND AFFIRMATIVE DEFENSE**

8 The Plaintiff had knowledge of and was fully aware of the condition of the premises, and assumed
9 any risk incident thereto by a voluntary use thereof. The injuries alleged by Plaintiff were caused by and
10 arose out of such risk.

11 **THIRD AFFIRMATIVE DEFENSE**

12 That the injuries suffered by Plaintiff, if any, were the result of his own negligence, carelessness
13 and assumption of risk, and as a result thereof, this answering Defendant is not responsible to the
14 Plaintiff for any expenses of loss he suffered as a result of his injuries, if any.

15 **FOURTH AFFIRMATIVE DEFENSE**

16 All of the risks and dangers, if any, involved in the factual situation described in Plaintiff's
17 Complaint were open, obvious and known to the Plaintiff, and by reason thereof, Plaintiff assumed such
18 risks and dangers incident thereto.

19 **FIFTH AFFIRMATIVE DEFENSE**

20 That Plaintiff has expressly assumed the risk of all facts, incidents and damages complained of
21 herein.

22 **SIXTH AFFIRMATIVE DEFENSE**

23 Plaintiff has failed to mitigate his damages.

24 **SEVENTH AFFIRMATIVE DEFENSE**

25 The alleged negligence and/or other alleged misconduct by alleged employee(s) of this answering
26 Defendant was outside the course and scope of their employment.

27 **EIGHTH AFFIRMATIVE DEFENSE**

28 The claim for punitive damage should be dismissed as there is no evidence of oppression, fraud or

malice (express and/or implied).

NINTH AFFIRMATIVE DEFENSE

The claim for punitive damages should be dismissed as there is no evidence that this answering Defendant ratified the alleged reckless and/or intentional conduct by their alleged employees.

TENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim against this answering Defendant upon which relief may be granted.

ELEVENTH AFFIRMATIVE DEFENSE

At the time and place alleged in Plaintiff's Complaint, and for a period of time thereto, Plaintiff embarked upon and allowed himself to remain in a situation that he knew presented to him an extreme likelihood of injury, knowing and realizing the risk and danger involved, yet he voluntarily allowed himself to remain in such situation, knowing its potential, and, as a result, assumed the risk of his undertaking. The injuries alleged by Plaintiff were caused and arose out of such known and assumed risks.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff did not exercise ordinary care, caution, or prudence in his actions to avoid the accident; and the resulting damages, if any, were directly and proximately caused by or contributed to the fault, carelessness, and negligence of Plaintiff, which negligence was more than negligence, if any, of this answering Defendant.

THIRTEENTH AFFIRMATIVE DEFENSE

Punitive damages are not recoverable against this answering Defendant based upon the facts and legal standard alleged in the Complaint.

FOURTEENTH AFFIRMATIVE DEFENSE

This answering Defendant alleges that Plaintiff failed to name a party necessary for full and adequate relief essential in this action pursuant to NRCP 19.

FIFTEENTH AFFIRMATIVE DEFENSE

To the extent that an employee of this answering Defendant is found outside the scope of his/her employment or in an unauthorized matter, this answering Defendant is not responsible for unauthorized

1 and unforeseeable acts of employees that were outside the scope of employment.

2 **SIXTEENTH AFFIRMATIVE DEFENSE**

3 While this answering Defendant denies the Plaintiff's allegations of negligence, liability, statutory
4 liability, strict liability, injury and damages, if proven, they were the result of intervening and/or
5 interceding acts of superseding negligence, liability, statutory liability, strict liability on the part of
6 parties over which this answering Defendant neither control nor has the right to control, and for which
7 acts or omissions this answering Defendant is not legally responsible.

8 **SEVENTEENTH AFFIRMATIVE DEFENSE**

9 This answering Defendant allege that the injuries or damage sustained by the Plaintiff were a direct
10 and proximately result of the intervening, negligent, intentional, or other acts of a person or persons over
11 whom this answering Defendant exercised no control and with whom this answering Defendant had no
12 legal relationship.

13 **EIGHTEENTH AFFIRMATIVE DEFENSE**

14 This answering Defendant alleges that the alleged incident which is the subject of this action was
15 unforeseeable, wherefore Plaintiff is barred from any recovery against this answering Defendant.

16 **NINETEENTH AFFIRMATIVE DEFENSE**

17 This answering Defendant alleges that Plaintiff is barred from recovering any special damages
18 herein for failure to specifically allege the items of special damages claims, pursuant to NRCP 9(g).

19 **TWENTIETH AFFIRMATIVE DEFENSE**

20 Although there is no basis for an award of punitive damages, any punitive damage award is limited
21 by NRS 42.005.

22 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

23 To the extent Plaintiff's causes of action against this answering Defendant sound in negligence, no
24 recovery can be predicted upon 42 U.S.C., Section 1983.

25 **TWENTY SECOND AFFIRMATIVE DEFENSE**

26 Pursuant to N.R.C.P. 11, this answering Defendant reserves the right to amend its Answer to
27 Plaintiff's Complaint to add other affirmative defenses, if subsequent investigations so warrants, to the
28 extent that all possible affirmative defenses may not have been alleged herein because sufficient facts

1 were not available after reasonable inquiry at the time of the filing of these answering Defendant's
2 Answer.

3 **WHEREFORE**, this answering Defendant prays that Plaintiff takes nothing by reason of
4 Plaintiff's Complaint on file herein, and that the same be dismissed with prejudice, each of the parties to
5 bear their own costs incurred herein.

6 **CROSS-CLAIM**

7 COMES NOW, CROSS CLAIMANT GGP MEADOWS MALL, LLC and for its Cross-Claim
8 against MYDATT SERVICES INC. d/b/a VALOR SECURITY SERVICES, MARK WARNER, DOES
9 1 through 10, DOE SECURITY GUARDS 11 through 20, and ROE ENTITIES 21 through 30, inclusive,
10 and complains and alleges as follows:

11 1. Cross-Complainant herein incorporates the Complaint and Answer by GGP MEADOWS MALL
12 LLC for information purposes only and not as an admission of any fact contained therein.

13 2. Upon information and belief, at all times mentioned herein, MYDATT SERVICES INC. d/b/a
14 VALOR SECURITY SERVICES, MARK WARNER, DOES 1 through 10 DOE SECURITY GUARDS
15 11 through 20, and ROE ENTITIES 21 through 30 were residents of Clark County, Nevada and were in
16 some manner responsible for the events and happenings herein referred to and negligently, recklessly and
17 intentionally caused injury and damages proximately thereby to Plaintiff as alleged in his Complaint.
18 This Cross Complainant will ask leave of court to amend this Cross-Complaint to insert the true names of
19 said DOE and ROE DEFENDANTS when same have been ascertained by Cross-Complainant, together
20 with the appropriate charging allegations, and to join such Cross-Defendants to this action.

21 3. By way of the Complaint and Answers filed herein, Cross-Complainant may become indebted to
22 the Plaintiff which potential fact gives rise to the Cross-Complaint herein.

23 **FIRST CAUSE OF ACTION**

24 ***Express Indemnity***

25 4. Cross-Complainant GGP MEADOWS MALL LLC, prior to the facts complained of herein,
26 entered into an agreement whereby MYDATT SERVICES INC. d/b/a VALOR SECURITY SERVICES,
27 was hired as an independent contractor to perform all services related to the operation and protection of
28 the business known as GGP MEADOWS MALL LLC. By way of the agreement referenced herein,

1 MYDATT SERVICES INC. d/b/a VALOR SECURITY SERVICES was contractually bound to provide
2 security services including but not limited to the safe and proper operation of the premises referenced
3 herein.

4 5. Pursuant to said agreement, Cross-Defendant MYDATT SERVICES INC. d/b/a VALOR
5 SECURITY SERVICES has expressly and contractually agreed to fully indemnify and hold harmless
6 GGP MEADOWS MALL LLC from any and all losses and claims such as that brought by Plaintiff
7 herein.

8 6. By way of the agreement Cross-Defendant MYDATT SERVICES INC. d/b/a VALOR
9 SECURITY SERVICES has agreed to indemnify GGP MEADOWS MALL LLC for all damages,
10 attorneys' fees, costs, interest and any other damages of any type which may be awarded, if any, by
11 Plaintiff as against Defendant/Cross-Complainant GGP MEADOWS MALL LLC.

12 **SECOND CAUSE OF ACTION**

13 ***Implied Indemnity***

14 7. By way of the agreement to secure these premises Cross-Defendant MYDATT SERVICES INC.
15 d/b/a VALOR SECURITY SERVICES, had the duties and obligations to perform all operations
16 necessary for the proper and safe operation of the premises referenced in Plaintiff's Complaint.

17 8. Liability as against this Cross-Complainant can only occur if Cross-Defendant MYDATT
18 SERVICES INC. d/b/a VALOR SECURITY SERVICES failed in its duties to Plaintiff resulting in
19 Plaintiff's damages.

20 9. Liability as against this Cross-Complainant can only occur if Cross-Defendants DOES 1 through
21 10 attacked, assaulted and battered Plaintiff resulting in Plaintiff's damages.

22 10. By reason of the foregoing, these Defendants/Cross-Complainants are entitled to an Order of the
23 Court that Cross-Defendants MYDATT SERVICES INC. d/b/a VALOR SECURITY SERVICES are
24 impliedly obligated to fully indemnify Cross-Complainant for any damages or losses occasioned herein
25 whether by way of damages to Plaintiff, attorneys' fees, costs, interest and any other sums of any kind.

26 **THIRD CAUSE OF ACTION**

27 ***Contribution***

28 11. Should the Court not enter an Order of full indemnity as against Cross-Defendants MYDATT

SERVICES INC. d/b/a VALOR SECURITY SERVICES, and DOE and ROE DEFENDANTS in favor of this Cross-Complainant, this Cross-Complainant is entitled to an Order from the Court apportioning the fault as amongst the Defendants.

WHEREFORE, Defendant/Cross-Complainant prays for judgment as follows:

1. For an Order of full indemnity that Cross-Defendant MYDATT SERVICES INC. d/b/a VALOR SECURITY SERVICES and DOE, DOE SECURITY GUARDS and ROE DEFENDANTS pay all damages ordered paid to the Plaintiff, if any;
2. For all attorneys fees incurred by Cross-Complainant;
3. For all costs of suit and interest, if any be awarded as against Cross-Complainant; and
4. For such other and further damages as the Court finds appropriate in the premises.

DATED this 20th day of May, 2015.

**THORNDAL ARMSTRONG DELK
BALKENBUSH & EISINGER**

/s/ Philip Goodhart

Philip Goodhart, Esq.
Nevada Bar No. 5332
1100 East Bridger Avenue
Las Vegas, Nevada 89101
Attorney for Defendant GGP Meadows Mall, LLC

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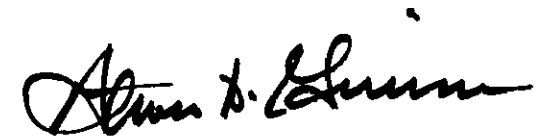
CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of May, 2015, I forwarded a copy of the above and foregoing
DEFENDANT GGP MEADOWS MALL, LLC’S ANSWER AND CROSS-CLAIMS, by electronic
transmission, pursuant to NRCP 5(b)(2)(D) and EDCR 7.26(a)(4) to:

David J. Churchill, Esq.
Jolene J. Make, Esq.
INJURY LAWYERS OF NEVADA
6900 Westcliff Dr., Suite 707
Las Vegas, Nevada 89145
Attorneys for Plaintiff

/s/ Adam K. Crawford
An employee of THORNDAL ARMSTRONG
DELK BALKENBUSH & EISINGER

EXHIBIT “4”



CLERK OF THE COURT

1 **ANSC**
2 **RESNICK & LOUIS, P.C.**
3 Mitchell Resnick, Esq., SBN: 12074
4 Jenny L. Foley, PhD., Esq., SBN: 9017
5 mresnick@rlattorneys.com
6 Jfoley@rlattorneys.com
7 5940 S. Rainbow Blvd.
8 Las Vegas, NV 89118
9 Telephone: (702) 997-3800
10 Facsimile: (702) 997-3800

11 *Attorneys for Valor Security Services and Mark Warner*

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 X'ZAVION HAWKINS, individually,

15 Plaintiff,

16 v.

17 GGP MEADOWS MALL LLC, a Delaware
18 Limited Liability Company; MYDATT
19 SERVICES, INC. d/b/a VALOR SECURITY
20 SERVICES, an Ohio Corporation; MARK
21 WARNER, individually; DOES 1 through 10;
22 DOE SECURITY GUARDS 11 through 20;
23 and ROE ENTITIES 21 through 30, inclusive,

24 Defendants.

CASE NO.: A-15-717577-C

DEPT: XII

**DEFENDANT MARK WARNER'S
ANSWER TO PLAINTIFF'S
COMPLAINT**

25 Defendant, Mark Warner (referred to herein as "Mr. Warner"), by and through
26 undersigned counsel, Mitchell Resnick, of the law firm Resnick & Louis, P.C., hereby responds
27 to Plaintiff X'Zavion Hawkins' Complaint as follows:

28 **JURISDICTION**

1. Mr. Warner is without sufficient information to either admit or deny the allegations
contained in paragraph 1 of Plaintiff's Complaint and on that basis denies same.

1 2. Mr. Warner is without sufficient information to either admit or deny the allegations
2 contained in paragraph 2 of Plaintiff's Complaint and on that basis denies same.

3 3. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained in paragraph 3 of Plaintiff's Complaint and on that basis denies same.

5 4. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained in paragraph 4 of Plaintiff's Complaint and on that basis denies same.

7 5. The allegations contained in paragraph 5 of Plaintiff's Complaint are vague and/or call
8 for a legal conclusion, on this basis Mr. Warner is without sufficient information to either admit
9 or deny the allegations contained in paragraph 5 of Plaintiff's Complaint and therefore denies
10 same.

11 6. Mr. Warner admits that he was and is a resident of Nevada and was previously employed
12 as the is without sufficient information to either admit or deny the allegations contained in
13 paragraph 6 of Plaintiff's Complaint and on that basis denies same.

14 7. Mr. Warner admits that the shooting incident that is the subject of this lawsuit occurred in
15 Clark County Nevada. Mr. Warner is without sufficient information to either admit or deny the
16 remaining allegations contained in paragraph 7 of Plaintiff's Complaint and on that basis denies
17 same.

18 8. Mr. Warner is without sufficient information to either admit or deny the allegations
19 contained in paragraph 8 of Plaintiff's Complaint and on that basis denies same.

20 9. Mr. Warner is without sufficient information to either admit or deny the allegations
21 contained in paragraph 9 of Plaintiff's Complaint and on that basis denies same.

22 **FACTS COMMON TO ALL CAUSES OF ACTION**

23 10. Mr. Warner is without sufficient information to either admit or deny the allegations
24 contained in paragraph 10 of Plaintiff's Complaint and on that basis denies same.

25 11. Mr. Warner denies notice that violence, including but not limited to, fights and/or
26 slayings over Air Jordan and other professional athlete-endorsed shoes and/or the launch of other
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1 professional athlete-endorsed shoes are not uncommon locally. Mr. Warner is without sufficient
2 information to either admit or deny the remaining allegations contained in paragraph 11 of
3 Plaintiff's Complaint and on that basis denies same.

4 12. Mr. Warner admits that he knew that there would be a shoe launch on the morning of
5 August 17, 2013 at the Meadows Mall. Mr. Warner is without sufficient information to either
6 admit or deny the allegations contained in paragraph 12 of Plaintiff's Complaint and on that
7 basis denies same.

8 13. Mr. Warner admits he knew patrons seeking to purchase shoes at the shoe launch would
9 arrive before the mall opened. Mr. Warner is without sufficient information to either admit or
10 deny the remaining allegations contained in paragraph 13 of Plaintiff's Complaint and on that
11 basis denies same.

12 14. Mr. Warner affirmatively alleges that he satisfied any duties he owed to the Meadows
13 Mall patrons. Mr. Warner is without sufficient information to either admit or deny the remaining
14 allegations contained in paragraph 14 of Plaintiff's Complaint and on that basis denies same.

15 15. Mr. Warner is without sufficient information to either admit or deny the allegations
16 contained in paragraph 15 of Plaintiff's Complaint and on that basis denies same.

17 16. Mr. Warner is without sufficient information to either admit or deny the allegations
18 contained in paragraph 16 of Plaintiff's Complaint and on that basis denies same.

19 17. Valor is without sufficient information to either admit or deny the allegations contained
20 in paragraph 17 of Plaintiff's Complaint and on that basis denies same.

21 18. Mr. Warner is without sufficient information to either admit or deny the allegations
22 contained in paragraph 18 of Plaintiff's Complaint and on that basis denies same.

23 19. Mr. Warner is without sufficient information to either admit or deny the allegations
24 contained in paragraph 19 of Plaintiff's Complaint and on that basis denies same.

25 20. Mr. Warner is without sufficient information to either admit or deny the allegations
26 contained in paragraph 20 of Plaintiff's Complaint and on that basis denies same.
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1 21. Mr. Warner is without sufficient information to either admit or deny the allegations
2 contained in paragraph 21 of Plaintiff's Complaint and on that basis denies same.

3 22. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained in paragraph 22 of Plaintiff's Complaint and on that basis denies same.

5 23. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained in paragraph 23 of Plaintiff's Complaint and on that basis denies same.

7 24. Mr. Warner is without sufficient information to either admit or deny the allegations
8 contained in paragraph 24 of Plaintiff's Complaint and on that basis denies same.

9 25. Mr. Warner is without sufficient information to either admit or deny the allegations
10 contained in paragraph 25 of Plaintiff's Complaint and on that basis denies same.

11 **FIRST CAUSE OF ACTION**

12 **(Negligence)**

13 26. Mr. Warner hereby repeats, re-alleges and incorporates by reference each and every
14 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
15 forth herein verbatim. In so far as this Court determines that paragraph 26 contains allegations,
16 Mr. Warner hereby denies same.

17 27. Mr. Warner affirmatively alleges he satisfied any applicable duties that he owed to
18 Meadows Mall patrons. Mr. Warner denies any allegations in paragraph 27 of Plaintiff's
19 Complaint that call for a legal conclusion. Mr. Warner is without sufficient information to either
20 admit or deny the remaining allegations contained in paragraph 27 of Plaintiff's Complaint and
21 therefore denies same.

22 28. Mr. Warner denies that he created an unreasonably dangerous and unsafe condition. Mr.
23 Warner is without sufficient information to either admit or deny the remaining allegations
24 contained in paragraph 28 of Plaintiff's Complaint and on that basis denies same.

25 29. Mr. Warner is without sufficient information to either admit or deny the allegations
26 contained in paragraph 29 of Plaintiff's Complaint and on that basis denies same.
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1 30. Mr. Warner affirmatively alleges that at all relevant times he satisfied any and all
2 applicable duties he owed to Plaintiff. Mr. Warner denies the allegations contained in paragraph
3 30 of Plaintiff's Complaint and further denies each allegation in subparts a-h to paragraph 30 of
4 Plaintiff's Complaint.

5 31. Mr. Warner affirmatively alleges that at all relevant times he satisfied any and all
6 applicable duties he owed to Plaintiff. Mr. Warner is without sufficient information to either
7 admit or deny the remaining allegations contained within paragraph 31 of Plaintiff's Complaint
8 and on that basis denies same.

9 32. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
10 all applicable duties owed to Plaintiff. Mr. Warner affirmatively alleges that during the 5 years
11 he worked at the Meadows Mall there were no violent acts during shoe launches. Mr. Warner is
12 without sufficient information to either admit or deny the remaining allegations contained within
13 paragraph 32 of Plaintiff's Complaint and on that basis denies same.

14 33. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
15 all applicable duties he owed to Plaintiff. Mr. Warner affirmatively alleges that during the 5
16 years he worked at the Meadows Mall there were no violent acts during shoe launches. Mr.
17 Warner is without sufficient information to either admit or deny the remaining allegations
18 contained within paragraph 33 of Plaintiff's Complaint and on that basis denies same.

19 34. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
20 all applicable duties he owed to Plaintiff. Mr. Warner is without sufficient information to either
21 admit or deny the remaining allegations contained within paragraph 34 of Plaintiff's Complaint
22 and on that basis denies same.

23 35. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
24 all applicable duties he owed to Plaintiff. Mr. Warner denies that Plaintiff's alleged injuries were
25 the result of any act or inaction by Mr. Warner. Mr. Warner is without sufficient information to
26

1 either admit or deny the allegations contained within paragraph 35 of Plaintiff's Complaint and
2 on that basis denies same.

3 36. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained within paragraph 36 of Plaintiff's Complaint and on that basis denies same.

5 37. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained within paragraph 37 of Plaintiff's Complaint and on that basis denies same.

7 38. Mr. Warner is without sufficient information to either admit or deny the allegations
8 contained within paragraph 38 of Plaintiff's Complaint and on that basis denies same.

9 39. Mr. Warner denies that Plaintiff is entitled to attorney's fees. Mr. Warner is without
10 sufficient information to either admit or deny the remaining allegations contained within
11 paragraph 39 of Plaintiff's Complaint and on that basis denies same.

12 **SECOND CAUSE OF ACTION**

13 **(Respondeat Superior)**

14 40. Mr. Warner hereby repeats, re-alleges and incorporates by reference each and every
15 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
16 forth herein verbatim. In so far as this Court determines that paragraph 40 contains allegations
17 Mr. Warner hereby denies same.

18 41. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
19 all applicable duties he owed to Plaintiff. Mr. Warner is without sufficient information to either
20 admit or deny the allegations contained within paragraph 41 of Plaintiff's Complaint and on that
21 basis denies same.

22 42. Mr. Warner is without sufficient information to either admit or deny the allegations
23 contained within paragraph 42 of Plaintiff's Complaint and on that basis denies same.

24 43. Mr. Warner is without sufficient information to either admit or deny the allegations
25 contained within paragraph 43 of Plaintiff's Complaint and on that basis denies same.
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1 44. Mr. Warner is without sufficient information to either admit or deny the allegations
2 contained within paragraph 44 of Plaintiff's Complaint and on that basis denies same.

3 45. Mr. Warner is without sufficient information to either admit or deny the allegations
4 contained within paragraph 45 of Plaintiff's Complaint and on that basis denies same.

5 46. Mr. Warner is without sufficient information to either admit or deny the allegations
6 contained within paragraph 46 of Plaintiff's Complaint and on that basis denies same.

7 47. Mr. Warner is without sufficient information to either admit or deny the allegations
8 contained within paragraph 47 of Plaintiff's Complaint and on that basis denies same.

9 **THIRD CAUSE OF ACTION**

10 **(Gross Negligence)**

11 48. Mr. Warner hereby repeats, re-alleges and incorporates by reference each and every
12 response to the Plaintiff's allegations set forth in the above paragraphs as though each were set
13 forth herein verbatim. In so far as this Court determines that paragraph 48 contains allegations,
14 Mr. Warner hereby denies same.

15 49. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
16 all applicable duties he owed to Plaintiff. Mr. Warner denies the allegations contained in
17 paragraph 49 of Plaintiff's Complaint.

18 50. Mr. Warner affirmatively alleges that at all relevant times Mr. Warner satisfied any and
19 all applicable duties he owed to Plaintiff. Mr. Warner denies the allegations contained in
20 paragraph 50 of Plaintiff's Complaint.

21 51. Mr. Warner denies the allegations contained in paragraph 51 of Plaintiff's Complaint.

22 52. Mr. Warner denies the allegations contained in paragraph 52 of Plaintiff's Complaint.

23 53. Mr. Warner denies that he was negligent. Mr. Warner denies that any acts by Mr. Warner
24 directly and proximately caused Plaintiff's injuries. Mr. Warner is without sufficient information
25 to either admit or deny the remaining allegations contained within paragraph 43 of Plaintiff's
26 Complaint and on that basis denies same.
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1 54. Mr. Warner denies the allegations in paragraph 54 of Plaintiff's Complaint.

2 **FURTHER RESPONSES/GENERAL DENIAL**

3 55. As for Mr. Warner's further responses, Mr. Warner denies each and every allegation not
4 expressly admitted, denied or otherwise qualified

5 **AFFIRMATIVE DEFENSES**

6 1. Mr. Warner alleges that the Complaint and each and every Claim for Relief stated therein
7 fails to state facts or other allegations sufficient to constitute a Claim for Relief, or any Claim for
8 Relief, as against Mr. Warner.

9 2. Mr. Warner alleges that at all times mentioned herein, if Plaintiff was damaged, it was
10 proximately caused by the independent conduct of third parties or entities, both known and
11 unknown, and each of them, were negligent, careless and reckless and unlawfully conducted
12 themselves so as to substantially contribute to Plaintiff's purported damages, and said
13 negligence, if any, either bars in whole or in part damages sought herein against Defendant, and
14 any potential recovery against Mr. Warner must therefore be reduced accordingly.

15 3. Mr. Warner alleges that if it should be found that Mr. Warner is in any manner legally
16 responsible for the injury or damages, if any, sought by Plaintiff, which supposition is not
17 admitted but merely stated for the purpose of pleading this action, then any such injuries or
18 damages were proximately caused or contributed to by Plaintiff, and/or any other persons or
19 entities not parties to this action, and it is necessary that the proportionate degree of negligence,
20 fault or unreasonable conduct of each of said persons or entities, whether parties to this action or
21 not, be determined.

22 4. Mr. Warner alleges that the injuries and damages complained of in the Complaint, if any,
23 were proximately caused by an intervening or superseding action and/or inaction of others over
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1 which Mr. Warner had no control, which intervening and superseding action and/or inaction bars
2 and/or diminishes Plaintiff's recovery, if any, against Mr. Warner.

3 5. Mr. Warner alleges that Plaintiff, through his own acts and omissions, waived the right to
4 recover damages from Defendant.

5 6. Mr. Warner alleges that the subject Complaint is barred by the applicable Statute of
6 Limitations and/or Repose.

7 7. Mr. Warner alleges that Plaintiff has not sustained any damages or injuries which have
8 been proximately caused by any purported act, omission, or breach of any duty on the part of Mr.
9 Warner.
10

11 8. Mr. Warner alleges that the events, injuries, losses and damages complained of in the
12 Complaint, if any, were the result of and solely caused by an irresistible, superhuman act which
13 no person could control and/or anticipate, to wit: an unusual and unprecedented event which
14 caused the purported accident alleged in the Complaint.
15

16 9. Mr. Warner alleges that Plaintiff, by the exercise of reasonable effort and/or care, could
17 have mitigated that amount of damages alleged to have been suffered, but that Plaintiff failed,
18 neglected and refused, and continue to fail and refuse, to exercise a reasonable effort to mitigate
19 the alleged damages.
20

21 10. Mr. Warner alleges that at all times relevant to the allegations contained in Plaintiff's
22 Complaint, Mr. Warner acted with the due care and circumspection in the performance of any
23 and all duties imposed on it.

24 11. Mr. Warner alleges that he had no control over, or possession of, the area where Plaintiff
25 allege its damages took place.

26 12. The perils or dangers, if any, existing at the time of Plaintiff's alleged injuries, if any,
27 were open and obvious and known to Plaintiff's who nevertheless conducted herself in such a
28

1 manner so as to expose herself to said perils and dangers, if any, and by so doing, assumed all the
2 risks attendant thereto.

3 13. Mr. Warner alleges that Plaintiff, by virtue of his own acts and omissions, is estopped
4 from recovering damages from Mr. Warner.

5 14. Mr. Warner alleges that Plaintiff's claims are barred by virtue of his own failure to join
6 necessary and indispensable parties to this lawsuit.

7 15. Mr. Warner alleges that this action is barred by the equitable doctrine of unclean hands.
8

9 16. Mr. Warner alleges that all damages sustained by Plaintiff, if any, by reason of the
10 matters referred to in the Complaint, resulted solely from unreasonable and improper use, and
11 misuse, of the products, machines, premises, conditions, facilities, or systems involved.

12 17. Prior to commencement of this action, Mr. Warner duly performed, satisfied and
13 discharged all duties and obligations it may have owed to Plaintiff arising out of any and all
14 purported agreements, representations or contracts made by it or on behalf of Mr. Warner and
15 this action is therefore barred.
16

17 18. Mr. Warner alleges that Plaintiff have failed to set forth facts sufficient to support an
18 award for attorney's fees or extra-contractual damages, and that accordingly any alleged claims
19 for attorney's fees or extra-contractual damages are barred.

20 19. Mr. Warner alleges that it has been necessary to employ the services of an attorney to
21 defend it in this action and a reasonable sum should be allowed Mr. Warner for attorney's fees,
22 together with costs of suit incurred herein.
23

24 20. Mr. Warner hereby incorporates by reference those affirmative defenses enumerated in
25 Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further
26 investigation or discovery reveals the applicability of any such defenses, Mr. Warner reserves the
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1 right to seek leave of Court to amend its Answer to specifically assert the same. Such defenses
2 are herein incorporated by reference for the specific purpose of not waiving same.

3 21. Pursuant to NRCP 11, Mr. Warner presently has insufficient knowledge or information
4 on which to form a belief as to whether it has additional, as yet unstated affirmative defenses
5 available. Mr. Warner hereby reserves its right to insert additional affirmative defenses in the
6 event discovery and investigation indicate they would be appropriate.

7
8 WHEREFORE, having fully answered Plaintiff's Complaint, Mr. Warner respectfully
9 requests the following relief:

10 A. That Plaintiff takes nothing by virtue of his Complaint;

11 B. That the Complaint is dismissed with prejudice and that Mr. Warner is awarded
12 judgment in this action;

13 C. That Mr. Warner is awarded his costs incurred herein;

14 D. That Mr. Warner be awarded his attorneys' fees; and

15 E. For such other and further relief as the Court deems just and proper.

16 DATED this 28th day of May, 2015.

17
18 **RESNICK & LOUIS, P.C.**

19
20 By: /s/ Mitch Resnick
21 Mitchell J. Resnick., Esq.
22 Jenny Foley, PhD, Esq.
23 5940 S. Rainbow Blvd.
24 Las Vegas, NV 89118
25 Telephone: (702) 997-3800
26 Facsimile: (702) 997-3800
27 *Attorneys for Defendant Mydatt Services, Inc. d/b/a*
28 *Mr. Warner Services*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that service of the foregoing **ANSWER** was served this 30 day of May, 2015, by:

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

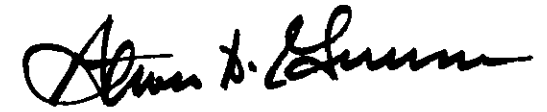
☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

/s/ Lily Richardson
An Employee of Resnick & Louis, P.C.

EXHIBIT “5”



CLERK OF THE COURT

1 NVD
2 PHILIP GOODHART, ESQ.
3 Nevada Bar No. 5332
4 png@thorndal.com
5 THORNDAL ARMSTRONG DELK
6 BALKENBUSH & EISINGER
7 1100 East Bridger Avenue
8 Las Vegas, Nevada 89101-5315
9 Mail to:
10 P.O. Box 2070
11 Las Vegas, Nevada 89125-2070
12 Tel: (702) 366-0622
13 Fax: (702) 366-0327
14
15 *Attorneys for Defendant/Cross-Claimant*
16 *GGP Meadows Mall, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

12 X'ZAVION HAWKINS,
13 Plaintiff,

14 vs.

15 GGP MEADOWS MALL, LLC, a Delaware
16 limited liability company; MYDATT SERVICES,
17 INC. d/b/a VALOR SECURITY SERVICES, and
18 Ohio Corporation; MARK WARNER, individually;
19 DOES 1 through 10; DOE SECURITY GUARDS
20 11 through 20; and ROE ENTITIES 21 through 30,
21 inclusive,

22 Defendants.

CASE NO. A-15-717577-C
DEPT. NO. XII

DEFENDANT/CROSS-CLAIMANT GGP
MEADOWS MALL, LLC'S NOTICE OF
VOLUNTARY DISMISSAL OF CROSS-
CLAIMS AS TO DEFENDANT/CROSS-
DEFENDANT MYDATT SERVICES, INC.
D/B/A VALOR SECURITY SERVICES

21 COMES NOW, DEFENDANT/CROSS-CLAIMANT GGP MEADOWS MALL, LLC, by and
22 through its counsel of record, THORNDAL, ARMSTRONG, DELK, BALKENBUSH & EISINGER, pursuant to

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

1 NRCP 41(c), and hereby gives notice of its voluntary withdrawal of its cross-claims as to
2 Defendant/Cross-Defendant MYDATT SERVICES INC. d/b/a VALOR SECURITY SERVICES *only*.

3 DATED this 22nd day of July, 2015.

4 THORNDAL ARMSTRONG DELK
5 BALKENBUSH & EISINGER

6 /s/ Philip Goodhart
7 Philip Goodhart, Esq.
8 Nevada Bar No. 5332
9 1100 East Bridger Avenue
10 Las Vegas, Nevada 89101
11 *Attorney for Defendant/Cross-Claimant*
12 *GGP Meadows Mall, LLC*
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1 CERTIFICATE OF SERVICE

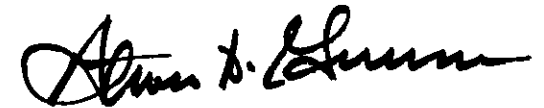
2 I hereby certify that on the 22nd day of July, 2015, I forwarded a copy of the above and
3 foregoing DEFENDANT/CROSS-CLAIMANT GGP MEADOWS MALL, LLC'S NOTICE OF
4 VOLUNTARY WITHDRAWAL OF CROSS-CLAIMS AS TO DEFENDANT/CROSS-
5 DEFENDANT MYDATT SERVICES, INC. D/B/AVALOR SECURITY SERVICES, by electronic
6 transmission, pursuant to NRCP 5(b)(2)(D) and EDCR 7.26(a)(4) to:

7 David J. Churchill, Esq.
8 Jolene J. Make, Esq.
9 INJURY LAWYERS OF NEVADA
6900 Westcliff Dr., Suite 707
Las Vegas, Nevada 89145
10 *Attorneys for Plaintiff*

Mitchell J. Resnick, Esq.
RESNICK & LOUIS, P.C.
5940 S. Rainbow Blvd.
Las Vegas, NV 89118-2540
*Attorney for Defendant/Cross-Defendant Mark
Warner and Mydatt Services, Inc. d/b/a Valor
Security Services*

11
12
13 /s/ Adam K. Crawford
14 An employee of THORNDAL ARMSTRONG
15 DELK BALKENBUSH & EISINGER
16
17
18
19
20
21
22
23
24
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26
27
28

EXHIBIT “6”



CLERK OF THE COURT

1 **NOTA**
2 DAVID S. LEE, ESQ.
3 Nevada Bar No.: 6033
4 CHARLENE N. RENWICK, ESQ.
5 Nevada Bar No. 010165
6 LEE, HERNANDEZ, LANDRUM
7 & GAROFALO
8 7575 Vegas Drive, Suite 150
9 Las Vegas, Nevada 89128
10 (702) 880-9750
11 Fax; (702) 314-1210
12 dlee@lee-lawfirm.com
13 crenwick@leelawfirm.com

14 Attorneys for Defendant,
15 MYDATT SERVICES d/b/a
16 VALOR SECURITY SERVICES and
17 MARK WARNER

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 X'ZAVION HAWKINS,

21 Plaintiff,

22 vs.

23 GGP MEADOWS MALL LLC, a Delaware
24 Limited Liability Company; MYDATT
25 SERVICES, INC. d/b/a VALOR SECURITY
26 SERVICES, an Ohio Corporation; MARK
27 WARNER, individually; DOES 1 through 10;
28 DOE SECURITY GUARDS 11 through 20;
and ROE ENTITIES 21 through 30,
inclusive,

Defendants.

CASE NO.: A-15-717577-C
DEPT. NO.: XXXI

NOTICE OF APPEARANCE

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that David S. Lee, Esq. and Charlene N. Renwick, Esq. of the law firm of LEE, HERNANDEZ, LANDRUM & GAROFALO, hereby give their notice of

LEE, HERNANDEZ, LANDRUM & GAROFALO
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

LEE, HERNANDEZ, LANDRUM & GAROFALO
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

1 appearance as counsel of record on behalf of Defendant, MYDATT SERVICES, INC. d/b/a
2 VALOR SECURITY and MARK WARNER, in the above-entitled action.

3 DATED this 7 day of September, 2015

4 LEE, HERNANDEZ, LANDRUM &
5 GAROFALO

6 By: 

7 DAVID S. LEE, ESQ.

8 Nevada Bar No. 6033

9 CHARLENE R. RENWICK, ESQ.

10 Nevada Bar No. 010165

11 7575 Vegas Drive, Suite 150

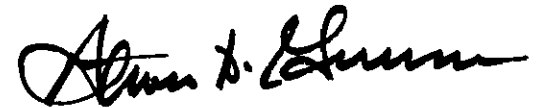
12 Las Vegas, NV 89128

13 Attorneys for Defendant, MYDATT

14 SERVICES, INC. d/b/a VALOR

15 SECURITY SERVICES and MARK
16 WARNER

EXHIBIT “7”



CLERK OF THE COURT

1 **NOTA**
2 **DAVID S. LEE, ESQ.**
3 Nevada Bar No.: 6033
4 **CHARLENE N. RENWICK, ESQ.**
5 Nevada Bar No. 010165
6 **LEE, HERNANDEZ, LANDRUM**
7 **& GAROFALO**
8 7575 Vegas Drive, Suite 150
9 Las Vegas, Nevada 89128
10 (702) 880-9750
11 Fax: (702) 314-1210
12 dlee@lee-lawfirm.com
13 crenwick@leelawfirm.com

14 Attorneys for Defendants,
15 GGP MEADOWS MALL, LLC, MYDATT
16 SERVICES d/b/a VALOR SECURITY
17 SERVICES and MARK WARNER

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 **X'ZAVION HAWKINS,**

21 **Plaintiff,**

22 **vs.**

23 **GGP MEADOWS MALL LLC, a Delaware**
24 **Limited Liability Company; MYDATT**
25 **SERVICES, INC. d/b/a VALOR SECURITY**
26 **SERVICES, an Ohio Corporation; MARK**
27 **WARNER, individually; DOES 1 through 10;**
28 **DOE SECURITY GUARDS 11 through 20;**
and ROE ENTITIES 21 through 30,
inclusive,

Defendants.

CASE NO.: A-15-717577-C
DEPT. NO.: XXXI

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that David S. Lee, Esq. and Charlene N. Renwick, Esq. of the law firm of LEE, HERNANDEZ, LANDRUM & GAROFALO, hereby give their notice of

1 appearance as counsel of record on behalf of Defendant, GGP MEADOWS MALL, LLC in the
2 above-entitled action.

3 DATED this 21st day of September, 2015

4 LEE, HERNANDEZ, LANDRUM &
5 GAROFALO

6 By: 

7 DAVID S. LEE, ESQ.

8 Nevada Bar No. 6033

9 CHARLENE R. RENWICK, ESQ.

10 Nevada Bar No. 010165

11 7575 Vegas Drive, Suite 150

12 Las Vegas, NV 89128

13 Attorneys for Defendants, GGP

14 MEADOWS MALL, LLC, MYDATT

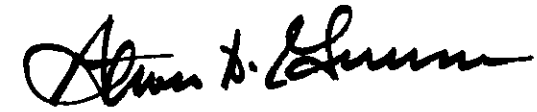
15 SERVICES, INC. d/b/a VALOR

16 SECURITY SERVICES and MARK

17 WARNER

LEE, HERNANDEZ, LANDRUM & GAROFALO
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

EXHIBIT “8”



CLERK OF THE COURT

SUBT
DAVID S. LEE, ESQ.
Nevada Bar No.: 6033
CHARLENE N. RENWICK, ESQ.
Nevada Bar No. 010165
LEE, HERNANDEZ, LANDRUM
& GAROFALO
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128
(702) 880-9750
Fax: (702) 314-1210
dlee@lee-lawfirm.com
crenwick@lawfirm.com

Attorneys for Defendants,
GGP MEADOWS MALL, LLC, MYDATT
SERVICES d/b/a VALOR SECURITY
SERVICES and MARK WARNER

DISTRICT COURT

CLARK COUNTY, NEVADA

X'ZAVION HAWKINS,
Plaintiff,

CASE NO.: A-15-717577-C
DEPT. NO.: XXXI

SUBSTITUTION OF COUNSEL

vs.

GGP MEADOWS MALL LLC, a Delaware
Limited Liability Company; MYDATT
SERVICES, INC. dba VALOR SECURITY
SERVICES, an Ohio Corporation; MARK
WARNER, individually; DOES 1 through 10;
DOE SECURITY GUARDS 11 through 20;
and ROE ENTITIES 21 through 30,
inclusive,

Defendants.

Defendant, GGP MEADOWS MALL L.L.C., hereby substitutes counsel, David S. Lee,
Esq. and Charlene N. Renwick, Esq. of the law office of LEE, HERANDEZ, LANDRUM &
GAROFALO, located at 7575 Vegas Drive, Suite 150, Las Vegas, Nevada 89128, in the above-
entitled-action in place and stead of Phillip Goodhart, Esq. of THORNDAL ARMSTRONG

LEE, HERNANDEZ, LANDRUM & GAROFALO
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

LEE, HERNANDEZ, LANDRUM & GAROFALO
7575 VEGAS DRIVE, SUITE 150
LAS VEGAS, NV 89128
(702) 880-9750

1 DELK BALKENBUSH & EISINGER, located at 1100 E. Bridger Avenue, Las Vegas, Nevada
2 89101.

3 DATED this 18th day of September, 2015

4 GGP MEADOWS MALL L.L.C.

5 By: [Signature]

6
7 Phillip Goodhart, Esq. of THORNDAL ARMSTRONG DELK BALKENBUSH &
8 EISINGER hereby consents to the substitution of David S. Lee, Esq. and Charlene N. Renwick,
9 Esq. with the law firm of LEE, HERNANDEZ, LANDRUM & GAROFALO, to act as counsel
10 of record for Defendant, GGP MEADOWS MALL L.L.C.

11 DATED this 18th day of September, 2015

12 THORNDAL ARMSTRONG DELK
13 BALKENBUSH & EISINGER

14 By: [Signature]

15 Phillip Goodhart, Esq.
16 Nevada Bar No. 5332

17 David S. Lee, Esq. and Charlene N. Renwick, Esq. of the law firm of LEE,
18 HERNANDEZ, LANDRUM & GAROFALO hereby consent to act as counsel of record for
19 Defendant, GGP MEADOWS MALL L.L.C.

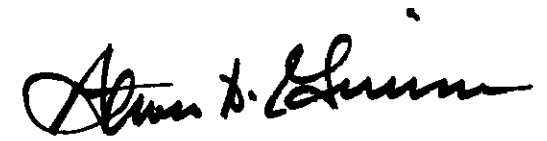
20 DATED this 22nd day of September, 2015

21 LEE, HERNANDEZ, LANDRUM &
22 GAROFALO

23 By: [Signature]

24 DAVID S. LEE, ESQ.
25 Nevada Bar No. 6033
26 CHARLENE R. RENWICK, ESQ.
27 Nevada Bar No. 010165
28 7575 Vegas Drive, Suite 150
Las Vegas, NV 89128
Attorneys for Defendants, GGP MEADOWS
MALL L.L.C., MYDATT SERVICES d/b/a
VALOR SECURITY SERVICES and
MARK WARNER

EXHIBIT “9”



CLERK OF THE COURT

1 **NOTC**
2 **RESNICK & LOUIS, P.C.**
3 Brian A. Gonsalves, Esq., SBN: 9815
4 Laura Boezeman-Farias, Esq., SBN: 8380
5 bgonsalves@rlattorneys.com
6 lbfarias@rlattorneys.com
7 5940 S. Rainbow Blvd.
8 Las Vegas, NV 89118
9 Telephone: (702) 997-3800
10 Facsimile: (702) 997-3800
11 *Attorneys for Defendants Mydatt Services, Inc. and*
12 *Mark Warner*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 X'ZAVION HAWKINS, individually,
16
17 Plaintiff,
18 v.
19 GGP MEADOWS MALL LLC, a Delaware
20 Limited Liability Company; MYDATT
21 SERVICES, INC. d/b/a VALOR SECURITY
22 SERVICES, an Ohio Corporation; MARK
23 WARNER, individually; DOES 1 through 10;
24 DOE SECURITY GUARDS 11 through 20;
25 and ROE ENTITIES 21 through 30, inclusive,
26
27 Defendants.

CASE NO.: A-15-717577-C

DEPT: XII

**NOTICE OF DISASSOCIATION OF
COUNSEL**

28 PLEASE TAKE NOTICE that LAURA BOEZEMAN-FARIAS, ESQ., and BRIAN
GONSALVES, ESQ., of the law firm of RESNICK & LOUIS, P.C., hereby give notice that they
are withdrawing their association of counsel in the above-captioned matter, for representation of
Defendants MYDATT SERVICES, INC., and MARK WARNER..

///

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Please update your services lists accordingly.

DATED this 30th day of September, 2015

RESNICK & LOUIS, P.C.

By: /s/ Brian A. Gonsalves, Esq.
Laura Boezeman-Farias, Esq. [SBN 8380]
Brian Gonsalves, Esq. [SBN 9815]
*Attorneys for Defendants Mydatt Services,
Inc. and Mark Warner*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that service of the foregoing **NOTICE OF DISASSOCIATION OF COUNSEL**, was served this 30th day of September, 2015, by:

☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada, addressed as set forth below.

☐ **BY FACSIMILE:** by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. pursuant to EDCR Rule 7.26(a). A printed transmission record is attached to the file copy of this document.

☐ **BY PERSONAL SERVICE:** by causing personal delivery by an employee of Resnick & Louis, P.C. of the document(s) listed above to the person(s) at the address(es) set forth below.

☒ **BY ELECTRONIC SERVICE:** by transmitting via the Court's electronic filing services the document(s) listed above to the Counsel set forth on the service list on this date pursuant to EDCR Rule 7.26(c)(4).

By: *Yvonne N. Teller*
An Employee of Resnick & Louis, P.C.

EXHIBIT “10”


CLERK OF THE COURT

1 **NAOC**
JOSH COLE AICKLEN
2 Nevada Bar No. 007254
Josh.aicklen@lewisbrisbois.com
3 DAVID B. AVAKIAN
Nevada Bar No. 009502
4 David.avakian@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
5 6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
6 702.893.3383
FAX: 702.893.3789
7 Attorneys for Defendants
MYDATT SERVICES, INC. d/b/a MYDATT
8 SERVICES, INC. and MARK WARNER

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA
12

13 X'ZAVION HAWKINS,
14 Plaintiff,
15 vs.

Case No. A717577
Dept. No. XXXI

16 GGP MEADOW MALL LLC, a Delaware
Limited Liability Company; MYDATT
17 SERVICES, INC. d/b/a VALOR
SECURITY SERVICES, an Ohio
18 Corporation; MARK WARNER,
individually; DOES 1 through 10; DOE
19 SECURITY GUARDS 11 through 20; and
ROE ENTITITES 21 through 30,
20 INCLUSIVE,
21 Defendants.

22
23
24 **NOTICE OF ASSOCIATION OF COUNSEL**

25 The undersigned, Josh Cole Aicklen, Esq. and David B. Avakian, Esq. of LEWIS,
26 BRISBOIS, BISGAARD & SMITH, LLP, hereby associates with David S. Lee, Esq. and
27 Charlene N. Renwick, Esq. of LEE, HERNANDEZ, LANDRUM & GAROFOLO as counsel
28 of record for Defendants MYDATT SERVICES, INC. d/b/a MYDATT SERVICES, INC.

1 and MARK WARNER in the above referenced matter.

2 DATED this 16th day of November, 2015.

3 Respectfully submitted,

4 LEWIS BRISBOIS BISGAARD & SMITH LLP

5

6

7

By /s/ David B. Avakian

8

JOSH COLE AICKLEN

Nevada Bar No. 007254

9

DAVID B. AVAKIAN

Nevada Bar No. 009502

10

6385 S. Rainbow Boulevard, Suite 600

11

Las Vegas, Nevada 89118

12

Tel. 702.893.3383

Attorneys for Defendants MYDATT

13

SERVICES, INC. d/b/a MYDATT SERVICES,

INC. and MARK WARNER

14

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CERTIFICATE OF SERVICE

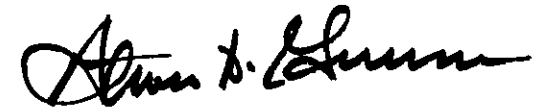
Pursuant to NRCP 5(b), I certify that I am an employee of Lewis Brisbois Bisgaard & Smith LLP and that on this 16th day of November, 2015, I did cause a true copy of **NOTICE OF ASSOCIATION OF COUNSEL** be placed in the United States Mail, with first class postage prepaid thereon, and addressed as follows:

David J. Churchill
Jolene J. Manke
INJURY LAWYERS OF NEVADA
6900 Westcliff Dr., Ste. 707
Las Vegas, NV 89145
P: 702-868-8888
F: 702-868-8889
david@injurylawyersnv.com
jolene@injurylawyersnv.com
Attorneys for Plaintiff
X'ZAVION HAWKINS

David S. Lee
Charlene N. Renwick
LEE, HERNANDEZ, LANDRUM &
GAROFALO
7575 Vegas Dr., Ste. 150
Las Vegas, NV 89128
dlee@leelawfirm.com
crenwick@lee-lawfirm.com
Attorneys for Defendants MYDATT
SERVICES, INC. d/b/a VALOR SECUIRTY
SERVICES and MARK WARNER

By _____
An Employee of
LEWIS BRISBOIS BISGAARD & SMITH LLP

EXHIBIT “11”



CLERK OF THE COURT

1 MOT
JOSH COLE AICKLEN
2 Nevada Bar No. 007254
Josh.aicklen@lewisbrisbois.com
3 DAVID B. AVAKIAN
Nevada Bar No. 009502
4 David.avakian@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
5 6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
6 702.893.3383
FAX: 702.893.3789
7 Attorneys for Defendants
MYDATT SERVICES, INC. d/b/a VALOR
8 SECURITY SERVICES and MARK
WARNER

DISTRICT COURT

CLARK COUNTY, NEVADA

11 X'ZAVION HAWKINS,
12
Plaintiff,

13 vs.

14 GGP MEADOW MALL LLC, a Delaware
15 Limited Liability Company; MYDATT
SERVICES, INC. d/b/a VALOR
16 SECURITY SERVICES, an Ohio
Corporation; MARK WARNER,
17 individually; DOES 1 through 10; DOE
18 SECURITY GUARDS 11 through 20; and
ROE ENTITIES 21 through 30,
19 INCLUSIVE,

20 Defendants.

Case No. A-15-717577-C
Dept. No. XXXI

DEFENDANTS' MOTION TO DISMISS
PLAINTIFF'S COMPLAINT

Date of Hearing:

Time of Hearing:

21 COME NOW, Defendants MYDATT SERVICES, INC. d/b/a VALOR SECURITY
22 SERVICES and MARK WARNER ("Defendants"), by and through their counsel of record,
23 Josh Cole Aicklen and David B. Avakian, of LEWIS BRISBOIS BISGAARD & SMITH LLP,
24 and move this Court for dismissal of Plaintiff's Complaint pursuant to NRCP 37, the
25 Court's inherent authority and the doctrine of unclean hands.

26 ///

27 ///

28 ///

1 This Motion is made and based upon the Memorandum of Points and Authorities
2 submitted herewith, NRCP 37, the exhibits attached hereto, the Affidavit of Josh Cole
3 Aicklen, and any arguments that may be allowed at the time of the hearing on this Motion.

4 DATED this 23rd day of March, 2016

5 Respectfully submitted,

6 LEWIS BRISBOIS BISGAARD & SMITH LLP

7
8
9 By


JOSH COLE AICKLEN

Nevada Bar No. 007254

DAVID B. AVAKIAN

Nevada Bar No. 009502

6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

Tel. 702.893.3383

Attorneys for Defendants MYDATT

SERVICES, INC. d/b/a VALOR SECURITY

SERVICES and MARK WARNER

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NOTICE OF MOTION

PLEASE TAKE NOTICE that Defendant will bring the foregoing DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT on for hearing on 5-3-16, 2016, before the above-entitled Court at the hour of 9:30 am or as soon thereafter as counsel may be heard.

DATED this 23^d day of March, 2016

Respectfully submitted,

LEWIS BRISBOIS BISGAARD & SMITH LLP

By 
JOSH COLE AICKLEN
Nevada Bar No. 007254
DAVID B. AVAKIAN
Nevada Bar No. 009502
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
Tel. 702.893.3383
Attorneys for Defendants MYDATT
SERVICES, INC. d/b/a VALOR SECURITY
SERVICES and MARK WARNER

1 AFFIDAVIT OF JOSH COLE AICKLEN IN SUPPORT OF DEFENDANTS' MOTION TO
2 DISMISS PLAINTIFF'S COMPLAINT

3 STATE OF NEVADA }
4 COUNTY OF CLARK } ss.

5 JOSH COLE AICKLEN being first duly sworn, deposes and states as follows:

6 1. Affiant is an attorney duly licensed and authorized to practice law in the
7 State of Nevada, and a Partner in the law firm of LEWIS BRISBOIS BISGAARD &
8 SMITH, LLP, counsel for Defendants.

9 2. Affiant has knowledge of the facts in this case and if called as a witness
10 could and would competently testify as below.

11 3. Affiant makes this Affidavit in support of DEFENDANTS' MOTION TO
12 DISMISS PLAINTIFF'S COMPLAINT.

13 4. Attached hereto as Exhibit A is a true and correct copy of Plaintiff's
14 Complaint.

15 5. Attached hereto as Exhibit B is a true and correct copy of Plaintiff's
16 Voluntary Recorded Statement given to Detective Majors.

17 6. Attached hereto as Exhibit C is a true and correct copy of the Deposition
18 Transcript of X'Zavion Hawkins (February 12, 2016).

19 7. Attached hereto as Exhibit D is a true and correct copy of the Register of
20 Actions for this case.

21 8. Attached hereto as Exhibit E is a true and correct copy of VALOR'S Answer
22 to Plaintiff's Complaint.

23 9. Attached hereto as Exhibit F is a true and correct copy of WARNER'S
24 Answer to Plaintiff's Complaint.

25 10. Attached hereto as Exhibit G is a true and correct copy of the Court's
26 Scheduling Order.

27 11. Attached hereto as Exhibit H is a true and correct copy of Plaintiff's
28 Responses to Defendants' Request for Admissions.

12. Attached hereto as **Exhibit I** is a true and correct copy of Plaintiff's Responses to Defendants' Interrogatories.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 23rd day of March, 2016.

JOSH COLE AICKLEN, ESQ.

SUBSCRIBED AND SWORN to before me
this 23 day of March, 2016. [

Autumn Nouwels
Notary Public - State of Nevada
No: 13-11214-1
My Appt. Expires June 3, 2017

NOTARY PUBLIC in and for said
County and State

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION

3 This lawsuit arises out of a gang related shooting that occurred at the Meadows
4 Mall. In the early morning hours of August 17, 2013, Plaintiff was at the Mall with his
5 cousin for a Michael Jordan Nike shoe release. As he waited, HAWKINS was
6 approached by two men: "Zak"¹ and Ashley Bernard Christmas. Zak and Christmas had
7 robbed Plaintiff of \$150 at a park two years before meeting again at the mall that morning.
8 After a few blows were thrown, Plaintiff threw a Snapple bottle at Christmas. Zak pulled a
9 .45 caliber semi-automatic pistol and fired at least eight rounds, at least three of which
10 struck Plaintiff.

11 Five days later at UMC Hospital on August 22, 2013, Plaintiff gave Detective
12 Majors of the Las Vegas Metropolitan Police Department (Metro) a voluntary recorded
13 statement explaining the events leading up to the shooting. HAWKINS also identified
14 Ashley Christmas and the shooter, "Zak." Plaintiff's statement described an inevitable
15 confrontation following a history of violence between Plaintiff, Zak and Christmas.

16 After this lawsuit was filed, Plaintiff changed his story about the events leading up
17 to the shooting and the identity of his assailants. Plaintiff's "litigation" story now portrays
18 Plaintiff as the victim of a random shooting by unknown assailants drawn to the Mall by
19 the Jordan shoe release. Plaintiff now claims he:

- 20 (1) Was not involved in any prior violent encounters with Zak and Christmas;
21 (2) Did nothing violent before the shooting;
22 (3) Never saw the shooter "a day in his life" before the shooting; and
23 (4) Has no idea of the identify of "PoohMan," Ashley Bernard Christmas, "Zak" and
24 others he had identified to the police in his recorded statement.

25 ///

26 _____
27 ¹ Las Vegas Metropolitan Police Detective Majors later identified "Zak" as Zacharias Barry (and in some
28 reports "Zachary") a member of the Gerson Park Kingsmen street gang.

1 Plaintiff committed perjury² dozens of times in responding to Defendants' Request
2 for Admissions, Defendants' Interrogatories and in particular answering Defendants'
3 deposition questions. Plaintiff's repeated false testimony under oath was a calculated
4 attempt to craft a favorable "story" as a random victim, while also denying Defendants
5 critical evidence to defend the case. Plaintiff's calculated perjury has prejudiced
6 Defendants' ability to name the at fault parties, to obtain critical evidence and testimony,
7 and has forced Defendants to needlessly spend significant resources investigating and
8 litigating false issues Plaintiff created. Plaintiff's false discovery responses contravene
9 the fundamental principles of discovery and have denied Defendants their right to
10 adjudicate this matter on the merits since its inception. This Court should dismiss
11 Plaintiff's Complaint pursuant to NRCP 37, the Court's inherent authority and the doctrine
12 of unclean hands.

13 **A. Factual Background**

14 On August 17, 2013, Plaintiff went to the Meadows Mall (the Mall) with his cousin
15 Kesha Love (Ms. Love) for the Michael Jordan Nike shoe release event. Plaintiff and Ms.
16 Love stood in line with others outside the Mall. They were waiting for the Mall to open to
17 purchase the new Michael Jordan Nike shoes. A couple of "unknown" black males
18 approached Plaintiff. Plaintiff exchanged words with these men before one of the men
19 fired eight shots from a .45 caliber semi-automatic handgun. Plaintiff was struck in the
20 stomach, left leg and left ankle. Paramedics and the Las Vegas Metropolitan Police
21 Department (Metro) responded. Plaintiff was rushed to UMC Hospital where he
22 underwent emergency surgery.

23 ///

24

25

26 ² NRS § 199.120 states in pertinent part: "A person, having taken a lawful oath or made affirmation in a
27 judicial proceeding or in any other matter where, by law, an oath or affirmation is required and no other
28 penalty is prescribed, who. . .[s]wears or affirms willfully and falsely in a matter material to the issue or point
in question. . .is guilty of perjury . . . which is a category D felony and shall be punished as provided in NRS
193.130."

28

1 Metro Detective W. Majors (Detective Majors) investigated the shooting. Five days
2 after the shooting, on August 22, 2013 Plaintiff provided Detective Majors and his partner
3 with a voluntary recorded statement regarding the incident.³ See, Exhibit B. Plaintiff's
4 voluntary statement was audio recorded and transcribed. Relevant portions of HAWKIN's
5 voluntary statement are:

6 Detective Majors (DM): Ok, I want to take you back to August 17, 2013 on
7 Saturday.

8 X'Zavion Hawkins (XH): Yes Sir.

9 DM: Location was ah, Meadows Mall parking lot?

10 XH: Meadows Mall, I was ah, standing in line for some Jordan's, I seen this guy
11 his name was ah, Ashley Christmas.

12 DM: His name is what?

13 XH: Ashley Christmas, known as Pooh Man.

14 DM: Ok.

15 XH: . . . he acted like he (inaudible) shake my hand and he ah, tried to sock me.
16 I caught myself swinging back, he yelled out "Zak" (burps) oh, excuse me,
17 he yelled out "Zak," Za-Zak came, ah I'm thinking they about to just jump
18 me or something, but Zak came like, I'm squarin' up with Zak, like, we, we
19 squaring' up like, you know, how, you know what squaring up means like.

20 DM: Right.

21 XH: (inaudible)

22 DM: It's getting ready to fight.

23 XH: Fight, right, and ah, he ah, shot me. . . [.]

24
25 ³ HAWKINS recorded statement to the police, although not given under oath, was lawfully required to be
26 truthful. NRS § 197.190 provides in pertinent part that: "Every person who, after due notice, shall refuse or
27 neglect to make or furnish any statement, report or information lawfully required of the person by an public
28 officer, or who in such statement or information shall make any willfully, untrue, misleading or exaggerated
statement, or who shall willfully hinder, delay or obstruct any public officer in the discharge of official powers
or duties, shall, where no other provision of law applies be guilty of a misdemeanor."

1 DM: Ok.

2 XH: . . .[he] said "Zak," Zak came out of nowhere, I guess Zak is ah, he called

3 his self, Little Pooh Man G. I'm not, I'm not sure if that's his ah, nickname,

4 but I know he said Zak.

5 DM: Uh-huh.

6 XH: Zak came and he shot me up real bad man. . . [.]

7 DM: Um, now when you said a guy by the name of Ash, Ashley Christmas.

8 XH: Ashley Christmas.

9 . . .

10 DM: Ok. Um, an can you describe him? What's he look like?

11 XH: He, ah, he like, probably like, his height, brown, I don't know, like, he is

12 (inaudible) like brown, got (inaudible) eyes.

13 DM: Is he heavy built? Thin built?

14 XH: He like. . .

15 DM: Muscular?

16 XH: thin built, wear nice clothes. . .

17 . . .

18 DM: Do you know who he hangs with?

19 XH: Ah, no, actually I don't, all I know is Zak.

20 DM: Uh-huh.

21 XH: Some guy named ah, Wayne. Dewayne, Dewayne um, I wanna say

22 Dewayne Cornwell.

23 DM: Dewayne Cornwell?

24 XH: Yeah.

25 . . .

26 DM: Ok, and ...

27 XH: You know, he say threats one before, sayin' how he was gonna kill me and

28 stuff.

1 DM: Why does he want to kill you?

2 XH: Why does he want to kill me, is because ah, awhile back man, he, he

3 robbed me. He, he robbed me and I ah, I just just told him I want

4 (inaudible)

5 DM: Ok, um, who threw the glass bottle?

6 XH: I did, oh yeah, I, I didn't mention that, I, I did, I threw that. Cause he ah,

7 came up tryin' to shake my hand as I was just so heated about my 150, I

8 had \$150 to my name that my dad had just sent me, I had \$60 in my pocket

9 when he robbed me shit. . .

10 DM: That was from before?

11 XH: Yeah, they drew down on me and all that, I never let the cops know nothin'

12 about that or whatever. I never let the cops knew nothin' about that, when

13 he drew down on me, he went in my pocket, he called me a bitch, put it all

14 on Facebook.

15 . . .

16 DM: What was Christmas wearing?

17 XH: Ah, he had on like this baseball, or wh-when, when he, when he shot me

18 right?

19 DM: Who, wait a minute, Christmas or, or Zak shot you?

20 XH: Christmas. Christmas. Zak shot me.

21 DM: Ok.

22 XH: Zak was the shooter.

23 . . .

24 DM: Pooh Man said "Zak, get'em?

25 XH: He's like, yeah, he, he said it just like that, "Zak get'em."

26 DM: Ok, and how, let's talk about Zak now. How old do you think Zak is?

27 XH: He's like, probably be like, (inaudible) 17, 16.

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DM: Christmas, is that his real name, or is that his nickname?

XH: Ashley Christmas is his real name.

DM: And, and middle name Bernard?

XH: Ah, yeah, I guess so. I don't know his middle name.

DM: Ok.

XH: All I know is his first and last name.

DM: Ok.

XH: It's, and Pooh Man is just a name that everyone calls him.

DM: They ever call him other things besides Pooh Man?

DM: Yeah leave that on.

XH: PMG.

DM: Ok.

XH: PMG, I think and you know what, I honestly to be exact, that um, he go Little PMG, like that's his (inaudible) or whatever, I don't know how that shit goes man.

See, Recorded Statement of X'Zavion Hawkins, **Exhibit B**.

Plaintiff's voluntary statement names his two assailants and describes a history of violence between Plaintiff, "Zak" and Ashley Christmas. Plaintiff gave Detective Majors detailed information about PoohMan, PMG, Zak and others (age, clothing, skin tone, etc.). Plaintiff told the detectives he knew Ashley Christmas before the shooting and had been robbed at gunpoint by Christmas and Zak. These same two men had robbed HAWKINS of \$150 in an armed robbery two years before. This was the catalyst for the confrontation and ultimately the shooting at the Mall. But then HAWKINS filed suit and changed his story.

B. Procedural History

On March 27, 2015, Plaintiff filed his Complaint alleging Negligence, *Respondeat Superior* and Gross Negligence against Defendants. See, **Exhibit A**. Plaintiff's Complaint

1 alleges "Plaintiff then heard the young man yell to one of the other young men in the
2 group something that sounded like, "Get him Zach!" Id. at P. 4:16-17.

3 On May 20 and 30, 2015, Defendant MYDATT SERVICES, INC. d/b/a VALOR
4 SECURITY SERVICES (referred to as "VALOR") and MARK WARNER (referred to as
5 "WARNER") filed their Answers to Plaintiff's Complaint. VALOR and WARNER'S
6 Answers denied Plaintiff's allegations and asserted the appropriate affirmative defenses,
7 including intervening, superseding cause and Plaintiff's unclean hands. See, Exhibit E at
8 P. 8 and 10; see also, Exhibit F at P. 8-9. On September 24, 2015, the Court issued a
9 Scheduling Order and the parties began discovery. See, Exhibit G.

10 **1. Plaintiff's False Written Discovery Responses.**

11 Defendants propounded their first set of Request for Admissions (RFA) and
12 Interrogatories (ROGS) to Plaintiff. Plaintiff's Requests for Admission and Interrogatory⁴
13 responses are false:

14 Request No. 1: Admit that you know the person who shot you.

15 Response to No. 1: Deny.

16 Request No. 4: Admit that you know the name of the person who shot you.

17 Response to No. 4: Deny.

18 Request No. 5: Admit that the person who shot you goes by the name of
19 PoohMan.

20 Response to No. 5: Plaintiff is without sufficient information to either admit or deny
21 this Request, and on that basis, Deny.

22 Interrogatory No. 27. What is the name, address and phone number of the person
23 who shot you?

24 Answer to No. 27: Plaintiff lacks information to answer this Interrogatory.

25 See, Exhibits H and I.

26
27
28 ⁴ Plaintiff verified his interrogatory responses swearing to their truth and veracity.

1 Plaintiff's calculated, false written discovery responses advance his story that he is
2 the victim of a random shooting by an unknown criminal element drawn to the Michael
3 Jordan Nike shoe release. Plaintiff's false discovery responses are an attempt by
4 HAWKINS to deny Defendants the ability to identify his assailants and get critical
5 evidence/testimony from Ashley Christmas a.k.a. "PoohMan" and/or Zacharias Barry. But
6 HAWKINS' perjury and discovery abuses in his written discovery responses pale in
7 comparison to his false testimony in his deposition.

8 **2. HAWKINS Perjury at His Deposition.**

9 On February 12, 2016, Defendants deposed Plaintiff. Plaintiff took the oath and
10 swore to testify truthfully subject to the penalty of perjury.⁵ See, Plaintiff's Deposition,
11 Exhibit C at p. 5 lines 7-9. Defendants questioned Plaintiff extensively about the facts,
12 circumstances, and people involved in the incident. Id. Plaintiff perjured himself in most
13 of his deposition answers in attempt to advance his case. Id. For example:

14 Q. Do you know what Pooh Man's real name is?

15 A. No.

16 Id. at p. 16, lines 18-19.

17 Q. . . .When you first saw Pooh Man was the shooter with him?

18 A. No. I didn't see the shooter. I seen Pooh Man as people was telling him to
19 go to the back of the line, because he was cutting. He was in a group or
20 something. I didn't see the shooter. I didn't see the shooter not one time. I
21 didn't even see it coming.

22 Id. at P. 17:2-11.

23 . . .

24 _____
25 ⁵ At HAWKINS deposition, he was administered the oath to tell the truth under the penalty of perjury.
26 Specifically, NRS § 199.120 provides: "A person, having taken a lawful oath or made affirmation in a judicial
27 proceeding . . . who . . . (2) Swears or affirms willfully and falsely in a matter material to the issue or point in
28 question. . . [i]s guilty of perjury . . . which is a category D felony and shall be punished as provided by NRS
19.3.130." (Emphasis added). NRS § 193.130 defines a Category D Felony as one for which a Court shall
sentence a convicted person for not less than 1 year and not more than 4 years in a state penitentiary.

1 Q. Okay. Now, we know that you had seen Pooh Man before. How about the
2 shooter? Had you ever seen the shooter before that day?

3 A. Not a day in my life.

4 Q. Can you describe the shooter for me.

5 A. I never seen him.

6 Q. So at the time of the shooting you never saw the shooter?

7 A. No.

8 Q. Do you know the shooter's name?

9 A. No.

10 Q. Do you know the shooter's nickname?

11 A. No.

12 Q. So you had never spoken to the shooter before the shooting, is that correct?

13 A. I had never seen him or spoken with him a day in my life.

14 Id. at p. 23. lines 22 to p. 24, line 14.

15 . . .

16 Q. Have you ever heard Pooh Man with any other nicknames?

17 A. No.

18 Q. Do you know Pooh Man's real name?

19 A. No.

20 Id. at p. 24, lines 20-25.

21 . . .

22 Q. Did you try to hit Pooh Man before the shooting?

23 A. No. I didn't even have a chance to. I didn't have a chance to defend myself
24 at all.

25 Q. Before the shooting did you get ready to fight with the shooter?

26 A. No. I was sitting down on the bench playing with my phone. I told you that
27 already, too.

28 Q. Did you square up with the shooter before he shot you?

1 A. I was sitting down on down on the bench playing with my phone when he
2 approached me.

3 Q. So the answer is "no." You didn't square up with him before the shooting?

4 A. No.

5 Id. at p. 25: lines 10-24.

6 . . .

7 Q. Do you know someone named Ashley Christmas?

8 A. No.

9 Q. You have no idea who Ashley Christmas is?

10 A. I don't know any Ashley Christmas. Who is Ashley Christmas?

11 Id. at p. 26: lines 11-16.

12 Q. Do you know someone with a nickname of PMG?

13 A. PMG? No. What does that stand for?

14 Q. Do you know someone with a nickname of Little PMG?

15 A. No. I don't even know what that stands for.

16 Q. Do you know a DeWayne Cornwell?

17 A. No.

18 Q. Do you know anyone named Cornwell?

19 A. No.

20 Id. at p. 26-27: lines 1-18.

21 . . .

22 Q. Who is Zak?

23 A. I don't know.

24 Q. Do you know a man named Zacharias Berry?

25 A. No.

26 Q. Did anyone yell, "Zak, get him," before you were shot?

27 A. I don't know. I don't know. I didn't hear that. I don't believe so. I'm not—I
28 don't know.

1 Q. Is that "no," or you don't know?

2 A. That's "no."

3 Id. at p. 28: lines 1-10.

4 Q. Have you ever heard that nickname "Zak," or "Little Zak?"

5 A. No.

6 Id. at p. 29: lines 2-6.

7 Q. Did you throw a Snapple bottle at Ashley Christmas before the shooting?

8 A. No.

9 Q. Did you throw a Snapple bottle at the shooter before the shooting?

10 A. No.

11 Id. at p. 31: lines 8-13.

12 Q. So you did not throw a bottle at anyone before the shooting correct?

13 A. No.

14 Q. Is that correct?

15 A. No. I didn't throw a bottle at all.

16 Id. at p. 31-32: lines 22-2.⁶

17 Plaintiff lied under oath about "PoohMan's" identity; Zak's identity (and involvement
18 in the shooting); throwing a Snapple bottle at the two men; attempting to fight PoohMan;
19 "squaring up" and attempting to fight with the shooter, Zak; and about every other
20 substantive question he was asked. Plaintiff's deposition perjury even contradicts his
21 own Complaint allegations.⁷ As is proved below, Plaintiff's calculated perjury and false
22 discovery responses mandate dismissal of his Complaint pursuant to NRCP 37, the
23 Court's inherent authority and the doctrine of unclean hands.

24

25

26 ⁶ Plaintiff made many other false answers in his deposition. The above reflects a small sample of Plaintiff's
27 false areas of testimony during his deposition.

28 ⁷ "Plaintiff then heard the young man yell to one of the other young men in the group something that
sounded like, "Get him Zach!" See, Exhibit A. at P. 4:16-17

1 II. LEGAL ARGUMENT

2 A. Plaintiff's Complaint Must Be Dismissed Pursuant to NRCP 37 for His
3 Calculated and Willful Perjury and Abusive Litigation Tactics

4 NRCP 37⁸ combined with the inherent powers of the Court mandates dismissing
5 Plaintiff's Complaint. NRCP 37 states, in relevant part:

6 (a) Motion for Order Compelling Disclosure or Discovery. A party, upon reasonable
7 notice to other parties and all persons affected thereby, may apply for an order
8 compelling disclosure or discovery as follows:

9 (1) Appropriate Court. An application for an order to a party may be made to the
10 court in which the action is pending, or, on matters relating to a deposition, to
11 the court in the district where the deposition is being taken. An application for
12 an order to a deponent who is not a party shall be made to the court in the
13 district where the deposition is being, or is to be, taken.

14 . . .

15 (B) If a deponent fails to answer a question propounded or submitted under Rules
16 30 or 31, or a corporation or other entity fails to make a designation under Rule
17 30(b)(6) or 31(a), or a party fails to answer an interrogatory submitted under
18 Rule 33, or if a party, in response to a request for inspection submitted under
19 Rule 34, fails to respond that inspection will be permitted as requested or fails
20 to permit inspection as requested, the discovering party may move for an order
21 compelling an answer, or a designation, or an order compelling inspection in
22 accordance with the request. The motion must include a certification that the
23 movant has in good faith conferred or attempted to confer with the person or
24 party failing to make the discovery in an effort to secure the information or
25 material without court action. When taking a deposition on oral examination,
26 the proponent of the question may complete or adjourn the examination before
27 applying for an order.

28 . . .

(b) Failure to Comply With Order.

(1) Sanctions—Deponent. If a deponent fails to be sworn or to answer a
question after being directed to do so by the court the failure may be
considered a contempt of court.

(2) Sanctions—Party. If a party or an officer, director, or managing agent of a
party or a person designated under Rule 30(b)(6) or 31(a) to testify on

⁸ The Nevada Supreme Court has recognized that federal decisions involving the Federal Rules of Civil Procedure provide persuasive authority when Nevada court examines its rules. See, Winston Prods. Co. v. Deboer, 122 Nev. 517, 523 (2006); citing Nelson v. Heer, 121 Nev. 832, 122 P.3d 1252, 1253 (2005).

behalf of a party fails to obey an order to provide or permit discovery, including an order made under subdivision (a) of this rule or Rule 35, or if a party fails to obey an order entered under Rules 16, 16.1, and 16.2, the court in which the action is pending may make such orders in regard to the failure as are just, and among others the following:

- (A) An order that the matters regarding which the order was made or any other designated facts shall be taken to be established for the purposes of the action in accordance with the claim of the party obtaining the order;
- (B) An order refusing to allow the disobedient party to support or oppose designated claims or defenses, or prohibiting that party from introducing designated matters in evidence;
- (C) An order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party;

• • •

In lieu of any of the foregoing orders or in addition thereto, the court shall require the party failing to obey the order or the attorney advising that party or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the court finds that the failure was substantially justified or that other circumstances make an award of expenses unjust.

- (c) Failure to Disclose; False or Misleading Disclosure; Refusal to Admit.

• • •

- (2) If a party fails to admit the genuineness of any document or the truth of any matter as requested under Rule 36, and if the party requesting the admissions thereafter proves the genuineness of the document or the truth of the matter, the requesting party may apply to the court for an order requiring the other party to pay the reasonable expenses incurred in making that proof, including reasonable attorney's fees. The court shall make the order unless it finds that (A) the request was held objectionable pursuant to Rule 36(a), or (B) the admission sought was of no substantial importance, or (C) the party failing to admit had reasonable ground to believe that the party might prevail on the matter, or (D) there was other good reason for the failure to admit.

NRCP 37.

One of the leading cases in Nevada for dismissing a Complaint for discovery abuses is Young v. Johnny Ribeiro Building, 106 Nev. 88 (1990). In Young, Bill Young (Young), JRBI and John J. D'Atri (D'Atri) created a partnership to develop and sell real estate in Reno, Nevada. JRBI and D'Atri breached their development obligations and Young sued them for an accounting and other damages. Young produced two personal

1 business diaries to JRBI during discovery to supplement his discovery responses. Two
2 sets of notations in Young's business diaries indicated that JRBI had orally guaranteed a
3 certain profit per unit sold, and that some advances by the partners to JRBI were interest-
4 bearing loans rather than capital contribution (which do not carry interest). Young
5 testified in deposition that he generally made entries in his diaries nearly
6 contemporaneous with the conversation. Later during his deposition, Young testified that
7 he may have added some notations up to a year after the conversations took place. JRBI
8 brought Young's contradiction to the Court's attention. The Court offered Young the
9 opportunity to clarify when he made the notations at issue. Young never recanted or
10 clarified his original deposition testimony. JRBI brought a motion to dismiss based on
11 Young's statements. The Court held an evidentiary hearing and JRBI's "ink expert"
12 testified that Young added the two notations before turning the diaries over to JRBI and
13 lied about when he made the notations during his deposition.

14 The District Court dismissed Young's Complaint and ordered Young to pay JRBI's
15 attorneys' fees and costs as a sanction for his willful fabrication of evidence and lies.
16 See, Young, 106 Nev. at 90. Young appealed and the Nevada Supreme Court upheld the
17 District Court's decision, noting that a District Court has "inherent equitable powers to
18 dismiss actions or enter default judgments for abusive litigation practices." Young, 106
19 Nev. at 92. The Young Court held the following factors should be analyzed when
20 determining whether to dismiss a cause of action/complaint:

- 21 1. The degree of willfulness of the offending party;
- 22 2. The extent to which the non-offending party would be prejudiced by a lesser
23 sanction;
- 24 3. The severity of the sanction of dismissal relative to the severity of the
25 discovery abuse;
- 26 4. Whether any evidence has been irreparably lost;
- 27 5. The feasibility and fairness of alternative, less severe sanctions, such as an
28 order deeming facts relating to improperly withheld or destroyed evidence to

- 1 be admitted by the offending party;
- 2 6. The policy favoring adjudication on the merits;
- 3 7. Whether sanctions unfairly operate to penalize a party for the misconduct of
- 4 his or her attorney; and
- 5 8. The need to deter both the parties and future litigants from similar abuses.

6 Young, 106 Nev. at 93.

7 Dismissal need not be preceded by other less severe sanctions. Id.

8 In the instant case, Plaintiff's Complaint should be dismissed because the Young

9 factors mandate dismissal given Plaintiff's history of calculated lying and discovery

10 abuses designed to advance his case and prejudice these Defendants.

11 *1. The Degree of Willfulness of the Offending Party*

12 In order to position his case as a random violent act, Plaintiff intentionally lied

13 about his past history with Zak and Ashley Christmas; the facts leading up to the

14 shooting; the motive for the shooting; and the identity of the shooter. Plaintiff told

15 Detective Majors that Ashley Christmas and Zak had robbed Plaintiff at gunpoint

16 sometime before the subject shooting. See, Exhibit B at P. 4. Plaintiff threw a bottle at

17 Christmas and tried to fight Christmas and Zak to get even for the robbery. Id. at 2 and 9.

18 Christmas told "Zak" to "get'em" in response. Id. at 2. Plaintiff told Detective Majors he

19 knew "PoohMan," Ashley Christmas, Zak⁹ and Dewayne Cornwell in his voluntary

20 statement (given before filing Plaintiff's Complaint). Id. at 2 -6. Plaintiff also identified Zak

21 as the shooter and Zak's many gang monikers, including Little PoohMan, PMG and Little

22 PMG. Id. at 7.

23 Plaintiff intentionally lied after he filed his Complaint to advance his case. Plaintiff

24 denied knowing Ashley Christmas and the shooter in his written discovery responses and

25 deposition testimony. See, Exhibit H at 2; see also, Exhibit I at 12. Plaintiff denied

26 _____

27 ⁹ "Zak" was later identified by Detective Majors as Zacharias Berry, a member of the Gerson Park King

28 Kingsmen street gang, who uses the monikers "Lil Zak," "Little Poohman G" and "PMG."

1 having been robbed at gunpoint by Mr. Christmas. See, Exhibit C at 37 2:15. Plaintiff
2 denied throwing a bottle and attempting to fight Zak and Christmas. Id. at P 31-32:22-2.
3 Plaintiff denied seeing the shooter before being shot. Id. at P. 24:2-25. Plaintiff denied
4 knowing the shooter's many nicknames (Little PoohMan, PMG and Little PMG). Id. at P
5 26-27:1-18. Plaintiff's myriad, calculated lies were designed to advance his case of being
6 a random victim and prejudice Defendants' ability to prove this was no random shooting.
7 Plaintiff's repeated pattern of perjury reveals a very high degree of willfulness given the
8 nature, extent and impact of Plaintiff's many lies. Consequently, this factor strongly
9 supports dismissing Plaintiff's Complaint, as it is Plaintiff himself who committed these
10 acts.

11 2. The Extent to Which the Non-Offending Party Would be Prejudiced by a
12 Lesser Sanction

13 Plaintiff's perjury was committed with the specific intent to mislead Defendants
14 (and the Court) while advancing Plaintiff's case. It is inequitable to force Defendants to
15 spend more resources attempting to obtain the evidence and testimony Plaintiff
16 affirmatively concealed or that Ashley Christmas, Zacharias Barry (and others) likely
17 destroyed. Consequently, this factor supports dismissing Plaintiff's Complaint.

18 3. The Severity of the Sanction of Dismissal Relative to the Severity of the
19 Discovery Abuse

20 Plaintiff's carefully calculated perjury attempted to advance Plaintiff's case while
21 denying Defendants the ability to defend against Plaintiff's claims. Plaintiff affirmatively
22 lied over 30 times in order to posture his case that he was a random victim of violence.
23 Plaintiff's perjury violates Nevada's criminal code and contravenes the fundamental
24 principles of truth in the justice system. Plaintiff's perjury is a severe discovery and
25 litigation abuse warranting an equally severe sanction. Consequently, this factor
26 mandates dismissing Plaintiff's Complaint.

27 ///

28

1 4. Whether any Evidence has Been Irreparably Lost

2 This factor is hard to evaluate because Plaintiff has repeatedly and affirmatively
3 lied about the evidence and testimony's existence, thereby creating a window of time for
4 Ashley Christmas, Zacharias Barry, Dewayne Cornwell (and others) to destroy evidence
5 and/or "skip town." Plaintiff's carefully planned perjury reveals Plaintiff's refusal to
6 honestly discuss the facts, circumstances, and people surrounding the shooting.
7 Defendants cannot locate the shooter and all the potential witnesses without Plaintiff's
8 honest participation in discovery. Plaintiff's perjury created a window of time for certain
9 individuals to destroy evidence and/or flee Nevada. Consequently, this factor weighs in
10 favor of dismissal, as the evidence Plaintiff has intentionally concealed has likely been
11 irreparably lost.

12 5. The Feasibility and Fairness of Alternative, Less Severe Sanctions, Such as
13 an Order Deeming Facts Relating to Improperly Withheld or Destroyed
 Evidence to be Admitted by the Offending Party

14 Plaintiff's carefully calculated perjury renders it impossible for Defendants to
15 definitively know exactly what evidence Ashley Christmas, Zacharias Barry, Dewayne
16 Cornwell and others destroyed (assuming they still reside in Nevada). Plaintiff repeatedly
17 and affirmatively lied about (almost) every aspect of his case. A lesser sanction would
18 reward Plaintiff's perjury, force Defendants to incur additional litigation fees and require
19 Defendants to present their case at trial without the evidence/testimony concealed or
20 destroyed because of Plaintiff's perjury. Consequently, this factor mandates dismissing
21 Plaintiff's Complaint.

22 6. The Policy Favoring Adjudication on the Merits

23 Defendants recognize the public policy favoring adjudication on the merits typically
24 favors Plaintiff. Plaintiff's perjury, however, was carefully crafted to advance Plaintiff's
25 case while prejudicing Defendants' ability to defend against Plaintiff's claims. This factor
26 mandates dismissing Plaintiff's Complaint because Plaintiff's perjury has thwarted
27 Defendants' right to adjudicate this matter on the merits. Consequently, this Court should
28 dismiss Plaintiff's Complaint.

1 7. Whether Sanctions Unfairly Operate to Penalize a Party for the Misconduct
2 of His or Her Attorney

3 Plaintiff himself lied over 30 times in his written discovery responses and
4 deposition testimony. Plaintiff has perjured himself at every opportunity he had during
5 discovery. Defendants do not believe Plaintiff's attorneys counseled Plaintiff to commit
6 such acts. Plaintiff himself chose his discovery abuse tactics. Consequently, this factor
7 mandates dismissing Plaintiff's Complaint.

8 8. The Need to Deter Both the Parties and Future Litigants From Similar
9 Abuses

10 Plaintiff's carefully calculated perjury tried to advance his case while prejudicing
11 Defendants' ability to defend against Plaintiff's claims. Plaintiff lied in every stage of
12 discovery hoping to conceal damaging evidence and testimony. Plaintiff's perjury is a
13 criminal act, contravenes the fundamental principles of justice and attempts to deny
14 Defendants the right to adjudicate this matter on the merits. This Court should dismiss
15 Plaintiff's case as punishment for his willful misconduct and to discourage future litigants
16 from committing similar acts. Anything less than dismissing Plaintiff's Complaint will
17 reward the Plaintiff for his perjury and encourage other parties to engage in similar
18 practices. Consequently, this factor weighs very strongly in favor of dismissing Plaintiff's
19 Complaint.

20 Analysis of the Young factors proves that this Court should dismiss Plaintiff's case.
21 Plaintiff willfully lied about material issues during his deposition (and discovery
22 responses) to advance his case, just like in the plaintiff in Young. Plaintiff's lies are
23 central to his causes of action against Defendants, just like the plaintiff's lies in Young.
24 Defendants will be forced to incur significant expenses re-investigating and litigating
25 several aspects of this matter, just like JRBI in Young. This Court should follow the
26 Young Court's sound precedent and dismiss Plaintiff's Complaint to "deter other litigants
27 from similar practices." Young, 106 Nev. at 94.

1 When the Court looks at the even more fundamental legal doctrine of unclean
2 hands, dismissal of Plaintiff's Complaint is mandated.

3 **B. The Unclean Hands Doctrine Supports Dismissing Plaintiff's Complaint**

4 Courts have recognized the doctrine of unclean hands as grounds to strike a
5 plaintiff's complaint. Traditionally an equitable defense, the unclean hands doctrine has
6 since the merger of law and equity been applied at times to cases at law. See, Tempo
7 Music, Inc. v. Myers, 407 F.2d 503, 507 n.8 (4th Cir. 1969); Buchanan Home & Auto
8 Supply Co. v. Firestone Tire & Rubber Co., 544 F.Supp. 242, 245 (D.S.C. 1981);
9 Cummings v. Wayne County, 533 N.W.2d 13, 14 (Mich. Ct. App. 1995); but c.f.; D.E.
10 Shaw Laminar Portfolios, LLC v. Archon Corp., 570 F. Supp. 2d 1262, 1273 (D. Nev.
11 2008). Nevada, however, has not ruled on this issue.

12 Unclean hands is an equitable doctrine that courts apply for their own protection. It
13 is "a self-imposed ordinance that closes the doors of a court of equity to one tainted with
14 inequiteness or bad faith relative to the matter in which he seeks relief, however
15 improper may have been the behavior of the defendant." Precision Instrument Mfg. Co. v.
16 Automotive Maintenance Mach. Co., 324 U.S. 806, 814-15 (1945). The unclean hands
17 doctrine is premised on the following two maxims: (1) he who seeks equity must do
18 equity; and (2) he who comes into equity must come with clean hands. See, 27A Am. Jur.
19 2d, Equity §§119, 126 (1996).

20 Courts have added the requirement that a litigant's "hands" must remain clean
21 during the course of litigation if the specific "unclean act" was not encompassed by the
22 first maxim. See, Mas v. Coca-Cola Co., 163 F.2d 505, 508 (4th Cir. 1947); Aris-Isotoner
23 Gloves, Inc. v. Berkshire Fashions, Inc., 792 F.Supp. 969, 972 (S.D.N.Y. 1992), aff'd
24 without opinion, 983 F.2d 1048 (2d Cir. 1992). One trial court explained:

25 It would be strange if a court of equity had power because of public policy
26 for its own protection to throw out a case because it entered with unclean
27 hands and yet would have no power to act if the unconscionable conduct
28 occurred while the case was in court.

1 See, American Ins. Co. v. Lucas, 38 F.Supp. 896, 921 (W.D. Mo. 1940).¹⁰

2
3 Unclean hands has been invoked to dismiss claims of litigants who have used
4 underhanded means to advance their cases. In Mas v. Coca-Cola Co., 163 F.2d 505 (4th
5 Cir. 1947) a plaintiff used forged documents and perjured testimony in a failed attempt to
6 establish priority of invention before the Patent Office. When he sued for a declaration of
7 entitlement to a design patent on a beverage bottle, his case was dismissed for his
8 coming into court with "unclean" hands. See, Mas, 63 F.2d at 507.

9 In Vargas v. Peltz, 901 F.Supp. 1572 (S.D. Fla. 1995) Plaintiff and her husband,
10 previously employed as a maid and butler by a corporate defendant, brought sexual
11 harassment, retaliatory discharge and other claims against the employer. Id. Plaintiff
12 testified in a deposition that the individual defendant, in whose suite the plaintiff had
13 worked, had given her a pair of panties. Id. The plaintiff produced the panties at her
14 deposition. Defendants were able to show that the panties were first sold months after
15 the alleged incident from a Target near Plaintiffs' residence shortly before Plaintiff's
16 deposition. The Vargas Court, relying on its inherent power, dismissed Plaintiff's
17 Complaint. Vargas v. Peltz, 901 F.Supp. at 1583.

18 In Alexander, the plaintiff made notes on a piece of paper during the course of a
19 deposition. The paper, which was to be used as evidence at trial, later disappeared. See,
20 Alexander, 156 S.W.3d at 13. The plaintiff denied taking the paper but, after discovering
21 that his actions were caught on videotape, admitted to throwing it away. Id. at 13-14.
22 Though there was no violation of a court order, the trial court dismissed the case, citing
23 Tennessee Rule of Civil Procedure 37.02 (Tennessee's equivalent of NRCP/FRCP 37).
24 The Tennessee Court of Appeals affirmed the dismissal as an appropriate sanction for
25 indisputably spoliating evidence and lying in a sworn deposition. Id. In affirming the

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27 ¹⁰ "It would be as fantastic as to think that a householder could eject one who entered his house to steal the
28 family silverware but could not eject a guest who entered innocently but whom he caught later stealing the
silverware." American Ins. Co. v. Scheufler, 129 F.2d 143 (8th Cir. 1942).

1 dismissal, the court of appeals agreed that the plaintiff's perjury offended the basic
2 principles underlying the judicial system. Id. at 17.

3 In Pierce v. Heritage Properties, Inc., 688 So. 2d 1385 (Miss. 1997), the plaintiff
4 stated several times in interrogatories, depositions and trial testimony that she was the
5 only person present when a ceiling fan fell on her. Id. at 1387. The plaintiff admitted to
6 being deceptive when it was discovered there was someone else present at the time of
7 the accident. Plaintiff lied because she did not want her parents to know she had a male
8 companion in her apartment. Id. at 1388. The Supreme Court of Mississippi held that the
9 trial court's decision to strike plaintiff's complaint was not an abuse of its discretion
10 pursuant to Mississippi Rule of Civil Procedure 37 (which mirrors NRCP/FRCP 37)
11 despite plaintiff's specific intention not being to deceive the Court. Id. (Emphasis added).
12 The Pierce Court suggested it was enough that dismissal was appropriate given the
13 willfulness (and bad faith) of plaintiff's perjury (she admitted to the falsehood only after the
14 truth was already known). Id. at 1390. The Pierce Court rejected lesser sanctions citing
15 the deterrent value of dismissal. Id. at 1391.

16 In determining whether a party's connection with an action is sufficiently offensive
17 to bar relief, two factors must be considered: (1) the egregiousness of the misconduct at
18 issue, and (2) the seriousness of the harm caused by the misconduct. See, Las Vegas
19 Fetish & Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc., 124 Nev. 272, 276, 182 P.3d
20 764, 767 (2008). Plaintiff's misconduct is highly egregious. Plaintiff has given false
21 testimony and discovery responses regarding every material fact in this case. Plaintiff
22 lied about the facts leading up to the incident. He lied about the identify of "PoohMan,"
23 Ashley Christmas, Zacharias Berry and others. Plaintiff lied about the motive for the
24 shooting, e.g. bad blood between Plaintiff, Christmas and Zak as a result of the prior
25 armed robbery. Plaintiff committed perjury countless times responding to Defendants'
26 Request for Admissions, Defendants' Interrogatories and especially in answering
27 Defendants' deposition questions. The nature, extent and carefully calculated theme of
28 Plaintiff's perjury goes right to the heart of the issues in the case. Plaintiff's hands aren't

1 just "unclean" they are filthy.

2 Defendants have been seriously prejudiced by Plaintiff's perjury. Plaintiff's perjury
3 has prejudiced Defendants' ability to name additional parties, obtain critical evidence and
4 testimony and has forced Defendants to needlessly spend significant resources
5 investigating and litigating purposefully false allegations of Plaintiff's case. Plaintiff's
6 perjury also created a window of time for Ashley Christmas, Zacharias Barry, Dewayne
7 Cornwell (and others) to destroy evidence and "skip town." Plaintiff's perjury was
8 committed with the specific intent to mislead Defendants and the Court while advancing
9 Plaintiff's case.

10 This Court should dismiss Plaintiff's case under the unclean hands doctrine.
11 Plaintiff, like the plaintiffs in Vargas, Pierce and Alexander, gave false discovery
12 responses and deposition testimony to advance his case. Plaintiff's improper conduct
13 occurred during his deposition like the plaintiffs in Pierce and Alexander because
14 Plaintiff, like the plaintiffs in Vargas and Alexander, intended that his lies mislead the
15 Defendants and the Court. Plaintiff's conduct in this matter is more egregious than the
16 plaintiffs' conduct in Vargas, Pierce and Alexander because Plaintiff lied about all material
17 issues in his case. This Court should find that Plaintiff's false discovery responses and
18 perjured testimony render his hands "unclean" like the trial courts in Vargas, Pierce and
19 Alexander, and dismiss Plaintiff's Complaint under the doctrine of unclean hands and this
20 Court's inherent authority.

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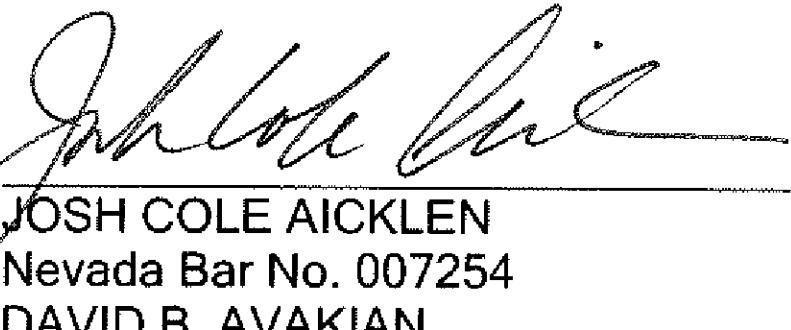
1 III. CONCLUSION

2 Plaintiff's Complaint should be dismissed under NRCP 37, the Court's inherent
3 authority and the doctrine of unclean hands given Plaintiff's carefully calculated discovery
4 abuses. Defendants do not believe an evidentiary hearing is necessary given the
5 pervasiveness of Plaintiff's perjury. The Court, like the Court in Johnny Ribeiro, should
6 dismiss the case outright. However, Defendants stand ready to present irrefutable
7 evidence proving HAWKINS discovery abuses if this Court is inclined to hold an
8 evidentiary hearing.

9 DATED this 23^d day of March, 2016

10 Respectfully submitted,

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12
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1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of Lewis Brisbois Bisgaard
3 & Smith LLP and that on this 23rd day of March, 2016, I did cause a true copy of
4 DEFENDANTS' MOTION TO DISMISS PLAINTIFF'S COMPLAINT to be served via the
5 Court's electronic filing system ("Wiznet") to all parties on the current service list as
6 follows:

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