

DISTRICT COURT, CITY & COUNTY OF DENVER STATE OF COLORADO 1437 Bannock Street Denver, Colorado 80202	DATE FILED: September 27, 2023 8:37 PM FILING ID: 5AB987509D6CE CASE NUMBER: 2023CV30285
<p>EARLY JACKSON,</p> <p>Plaintiff,</p> <p>v.</p> <p>SHEA PROPERTIES MANAGEMENT COMPANY INC., a Delaware corporation; 1776 CURTIS LLC, a Delaware corporation; TFC PARTNERS, INC. d/b/a NFC AMENITY MANAGEMENT, a Delaware corporation; KENDALL ROBINSON; and GREG LANDRUM;</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
Attorneys for Plaintiff: Azra Taslimi, #44317 Felipe Bohnet-Gomez, #53013 Siddhartha H. Rathod, #38883 RATHOD MOHAMEDBHAI LLC 2701 Lawrence Street, Suite 100 Denver, CO 80205 (303) 578-4400 (t) / (303) 578-4401 (f) at@rmlawyers.com fbg@rmlawyers.com sr@rmlawyers.com	Case No: 2023CV30285 Division: 275
SECOND AMENDED COMPLAINT AND JURY DEMAND	

Plaintiff Early Jackson (“Plaintiff” or “Mr. Jackson”), by and through counsel Azra Taslimi, Felipe Bohnet-Gomez and Siddhartha Rathod of RATHOD | MOHAMEDBHAI LLC, respectfully alleges for his Complaint and Jury Demand as follows:

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Early Jackson (“Mr. Jackson”) is a legal resident of and domiciled in the State of Colorado.

2. Shea Properties Management Company, Inc. (“Shea Management”) is a Delaware corporation.

3. Shea Management’s principal place of business is in Colorado.

4. Defendant 1776 Curtis, LLC (“1776 Curtis”) is a Delaware corporation.

5. 1776 Curtis’s principal place of business is in Colorado.

6. Upon information and belief, Shea Management and 1776 Curtis (hereinafter the “Shea Defendants”) are related entities that own and operate The Quincy Apartments (“Quincy Apartments”), located at 1776 Curtis Street, Denver, Colorado.

7. Upon information and belief, Shea Defendants entered into a contract with TFC Partners, Inc d/b/a/ NFC Amenity Management (“NFC Amenity”) to provide concierge services to Quincy Apartments.

8. NFC Amenity is a Delaware corporation.

9. NFC Amenity’s principal place of business is in New Jersey.

10. Upon information and belief, Defendant Greg Landrum (“Landrum”) was employed by NFC Amenity.

11. Upon information and belief, Defendant Kendall Robinson (“Robinson”) was employed by NFC Amenity.

12. Upon information and belief Defendant Landrum was an agent of Shea Defendants and provided concierge services at Quincy Apartments.

13. Upon information and belief, Defendant Robinson was an agent of Shea Defendants and provided concierge services at Quincy Apartments.

14. At all times relevant to this complaint, Defendants Landrum, and Robinson worked in the lobby at Quincy Apartments.

15. As the owner of Quincy Apartments, Shea Defendants had, at all times relevant to this complaint, a nondelegable duty to exercise reasonable control and supervision over all employees working at Quincy Apartments by providing training and supervision.

16. As the owner of Quincy Apartments, Shea Defendants had, at all times relevant to this complaint, a nondelegable duty to ensure all employees, agents, and servants were carrying out their duties in a safe and appropriate manner.

17. Acts of Landrum and Robinson, as described in this Complaint, were the acts of Shea Defendants.

18. The Court has jurisdiction over this matter pursuant to C.R.S. § 13-1-124, as the alleged commission of tortious acts occurred within the State of Colorado.

19. Venue is proper in this Court pursuant to C.R.C.P. 98. J.F. Shea and NFC Amenity conducted business in and avail themselves of the commerce of the City & County of Denver. Additionally, the alleged commission of tortious acts occurred in the City & County of Denver.

20. The amount in controversy exceeds one hundred thousand dollars, exclusive of interest and costs.

II. FACTUAL ALLEGATIONS

21. Originally from North Carolina, Mr. Early Jackson moved to Colorado in 2021 to find work. While he found the job market in Denver to be more robust than in North Carolina, the housing market was too expensive for him to bring his family with him. Therefore, his family remained in North Carolina, while Mr. Jackson worked in Colorado and sent money back home.

22. Mr. Jackson worked for Staff Zone, mostly working construction jobs. Although he was working six days a week, Mr. Jackson lived in transient housing in an effort to save as much money as possible for his family. This meant that he only went to the shelter to sleep, spending the rest of his evenings taking walks around the city after his work shift ended.

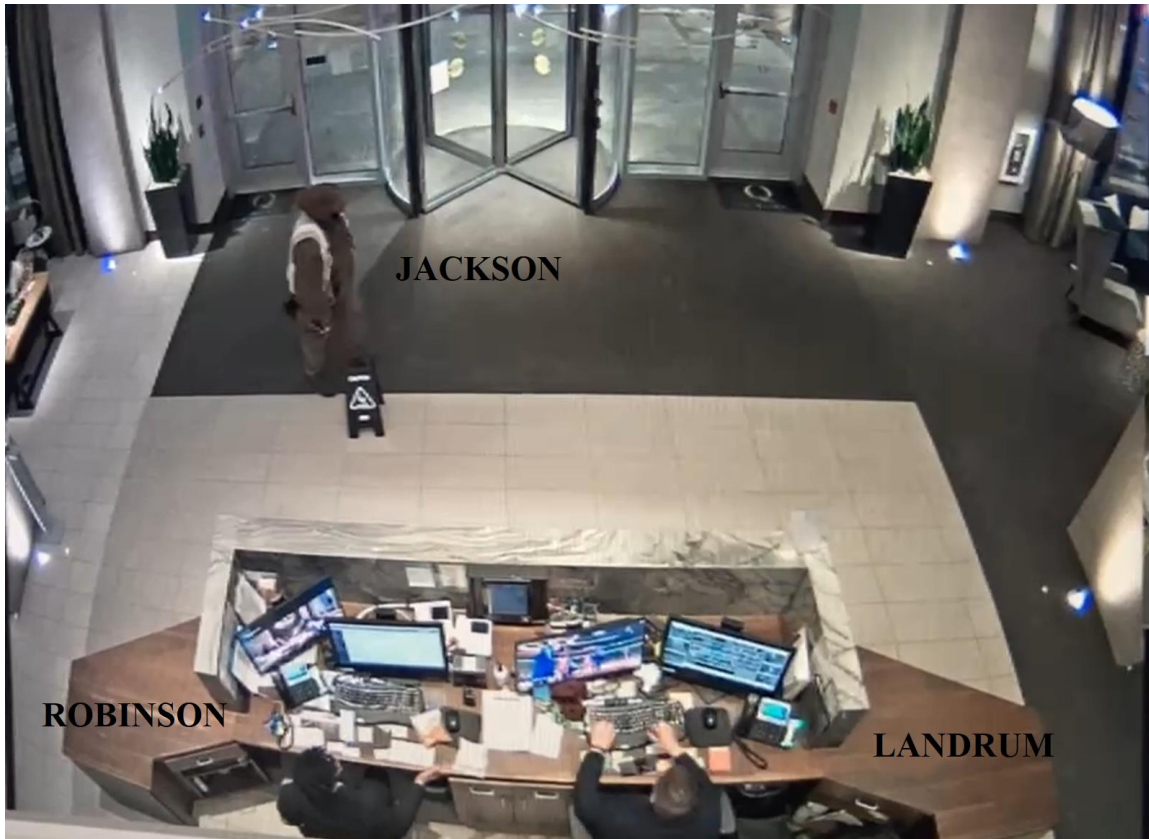
23. On the evening of January 28, 2022, a Friday, Mr. Early Jackson finished a 12 hour work-shift, grabbed some food, and walked around until he could head to Crossroads Shelter, where he would sleep for the night.

24. Mr. Jackson found himself further from the shelter than he intended. Evening turned to night and the temperature continued to drop, eventually falling below freezing. The bus stopped running and Mr. Jackson had no choice but to make the long walk.

25. Limited to a sweatshirt and still quite distant from the shelter, Mr. Jackson saw a warm fireplace in one of the buildings on his way to the shelter. This was the Quincy Apartments located at 1776 Curtis Street, in downtown Denver, owed by Shea Defendants.

26. Cold, Mr. Jackson walked into the Quincy Apartments lobby and asked the two individuals sitting at the front desk, Kendall Robinson and Greg Landrum, if he could rest and warm up for a few minutes.

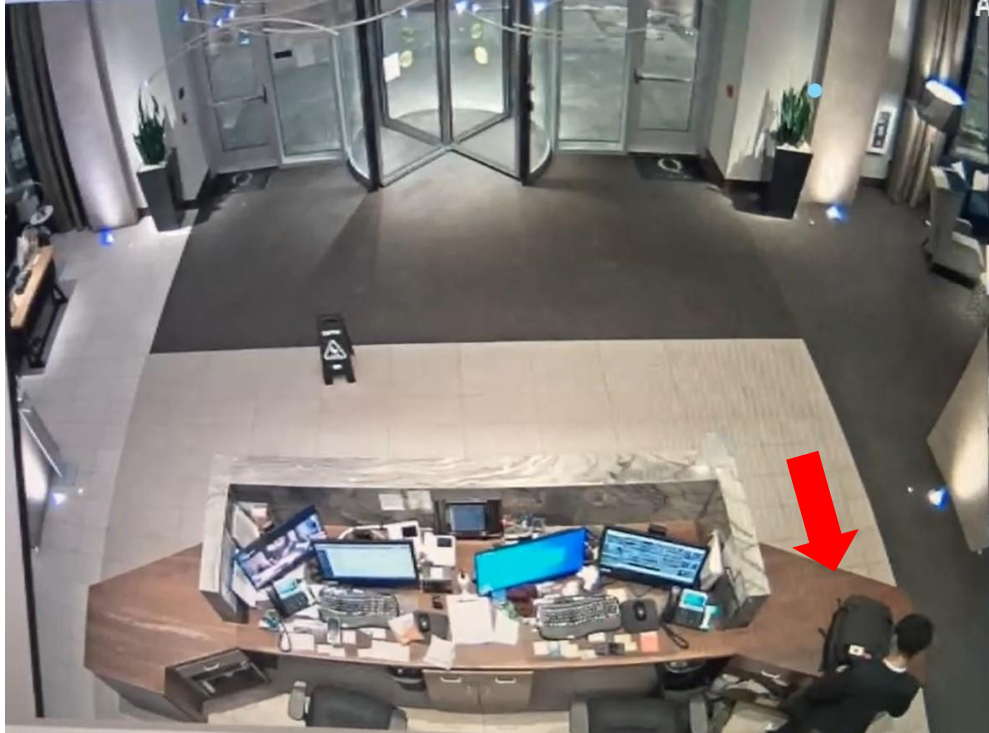
27. Robinson and Landrum gave their approval and Mr. Jackson walked over to the seating area and sat down in a chair.



28. Robinson and Landrum told Gregory Bennett, a security guard at the Quincy, that they had permitted Mr. Jackson to wait in the lobby and needed assistance.

29. Bennett spoke to Mr. Jackson and advised him to leave the Quincy.

30. As Bennett and Mr. Jackson spoke, Robinson got up from his chair and pulled out a black backpack from under the table where he was sitting.



31. As Robinson shuffled through his backpack, Landrum headed over to where Mr. Jackson was sitting.

32. Robinson opened the front zipper of the backpack, pulled out a gun and put it into his jacket's inner front pocket.

33. Robinson later admitted to police officers that he had his personal gun on him during the altercation with Mr. Jackson.

34. Robinson also admitted to the police officers that he did not have a permit to carry a concealed weapon.

35. Robinson then made his way over to Mr. Jackson, joining his partner Landrum.

36. Robinson and Landrum came up from behind on either side of Mr. Jackson.

37. Neither Robinson nor Landrum called the police prior to confronting Mr. Jackson.

38. Robinson audibly racked the slide of his handgun.

39. Robinson put the gun to Mr. Jackson's head with one hand while grabbing Mr. Jackson's shoulder from behind the chair with his other hand.

40. At the same time, Landrum placed his hand on Mr. Jackson's other shoulder from behind the chair.

41. Both Robinson and Landrum pulled Mr. Jackson backwards with enough force to cause the chair to fall with Mr. Jackson in it.

42. Due to the force of Robinson and Landrum's assault on Mr. Jackson, a nearby table fell to the floor with a box on top that broke due to the fall.

43. Robinson and Landrum circled the fallen chair.

44. The assault of Mr. Jackson occurred off-camera.

45. As part of their job duties, Landrum and Robinson watch the camera feed for the building and they knew where the blind spots were.

46. At no point did Mr. Jackson physically threaten Robinson, Landrum, or Bennett.

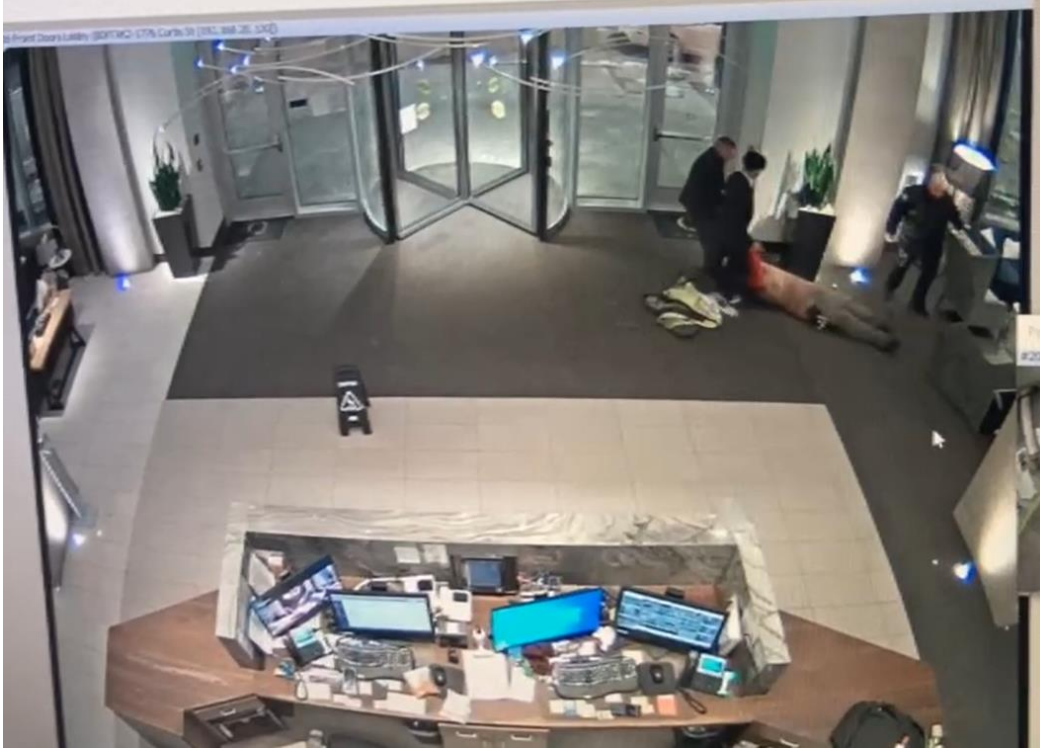
47. There was no reason to use force on Mr. Jackson or put a gun to his head.

48. Injured from the assault, Mr. Jackson remained on the floor.

49. Immediately, Landrum and Robinson grabbed both his arms and dragged him from the chair.

50. As they pulled his arms, Mr. Jackson's sweatshirt was pulled off.

51. Robinson and Landrum tossed it aside on the floor and continued to drag Mr. Jackson through the lobby and towards the building door.



52. As he was dragged through the lobby, Mr. Jackson's shirt was pulled up to his neck, exposing his bare torso.

53. Landrum and Robinson continued to pull Mr. Jackson through the lobby, out the door, and onto the sidewalk in the frigid cold.

54. Once they dropped him on the sidewalk, Bennett kicked Mr. Jackson's sweatshirt towards the door of the lobby, and Robinson picked it up and tossed it outside.

55. Severely injured, Mr. Jackson laid on the cold sidewalk outside the building.

56. Upon information and belief, the sidewalk in front of the Quincy Apartments is a public sidewalk and is not on the premises of the Quincy Apartments.

57. After leaving Mr. Jackson on the sidewalk, Robinson and Landrum threw Mr. Jackson's jacket on top of him and started to make their way back to the lobby.

58. Mr. Jackson yelled at Robinson and Landrum.

59. Robinson, who was standing inside the lobby, became incensed by Mr. Jackson's yelling.

60. Robinson ran back outside and kicked Mr. Jackson.

61. Mr. Jackson screamed in pain.

62. Mr. Jackson lost consciousness.
63. When Landrum and Robinson left Mr. Jackson unconscious and partially naked on the sidewalk, the temperature was below freezing.
64. It is unclear as to how long Mr. Jackson remained unconscious. However, Mr. Jackson recalls coming in and out of consciousness, complaining of pain and asking for help.
65. Even after Robinson came back inside, Mr. Jackson continued to scream. His screams were so loud that they could be heard through the closed doors and over the background music in the building
66. Bennett heard Mr. Jackson screaming in pain and went outside to check on him.
67. Bennett called 911 for assistance and requested an ambulance.
68. Mr. Jackson laid on the sidewalk alone and injured for over 20 minutes, in the below freezing cold.
69. Landrum and Robinson deliberately inflicted significant, traumatic force to Mr. Jackson, permanently and severely injuring him.
70. Eventually an ambulance arrived, and Mr. Jackson was taken to St. Joseph's hospital.
71. After a CT scan at St. Joseph's, it was determined that Mr. Jackson needed advanced trauma care and he was transported to Denver Health Hospital to be evaluated for trauma and cervical stenosis of the spine.
72. Mr. Jackson's injuries were so serious that he was advised by the treating doctor at Denver Health that he needed to undergo emergency back surgery.
73. Mr. Jackson's injuries were so severe that medical records from Denver Health Hospital state "death would be possible or probable without provision of ICU care."
74. As a result of Landrum and Robinson's attack, Mr. Jackson sustained serious and life-threatening injuries.
75. Quincy Apartments is a luxury high rise apartment building in the heart of downtown Denver.
76. The duties of concierge hired by Shea Defendants included keeping "undesirable" individuals like Mr. Jackson out of the building and preventing them from upsetting their residents.

77. In violently dragging Mr. Jackson out of the building, Robinson and Landrum were acting within the scope of their employment.

78. In violently dragging Mr. Jackson out of the building, Robinson and Landrum believed they were furthering the goals and objectives of Shea Defendants and NFC Amenity.

79. Shea Defendants and NFC Amenity breached their duties owed to Mr. Jackson, as a result he sustained severe injuries, damages, and losses.

80. The following morning, Bennett relayed the incident involving Mr. Jackson, Robinson and Landrum to Martin Jewel, head of concierge for Quincy Apartments.

81. On February 1, 2022, Bennet wrote an incident report identifying that Mr. Jackson was taken to the hospital and that police determined there were improprieties committed by Defendants.

82. Upon information and belief Bennett's report was forwarded by email to Shea Defendants.

83. Upon information and Belief, Bennett's report was reviewed by Shea Defendants, along with the security camera footage.

84. Upon information and belief, neither Shea Defendants nor NFC Amenity took any steps to discipline Robinson or Landrum.

85. Upon information and belief, Landrum and Robinson continued to work at the Quincy.

86. Landrum, Robinson, Shea Defendants, nor NFC Amenity took any steps to preserve the surveillance footage from the violent assault of Mr. Jackson.

III. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF (Civil Assault) (Against Robinson and Landrum)

87. Plaintiff incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

88. Defendants Robinson and Landrum intended to cause a harmful or offensive physical contact with Plaintiff.

89. Defendants Robinson and Landrum intended to place Plaintiff in apprehension of such contact.

90. Defendants Robinson and Landrum placed Plaintiff in apprehension of immediate physical contact.

91. Defendants Robinson and Landrum contact with Plaintiff was or appeared to be harmful or offensive.

92. Defendants Robinson and Landrum's contact with Plaintiff resulted in injuries to him.

93. Defendants Robinson and Landrum had no justification for their contact with Plaintiff that resulted in injuries to Plaintiff.

94. As a direct result of Defendants Robinson and Landrum's actions, Plaintiff suffered severe injuries, damages, and losses, to be determined at trial.

**SECOND CLAIM FOR RELIEF
(Civil Battery)
(Against Robinson and Landrum)**

95. Plaintiff incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

96. Defendants Robinson and Landrum engaged in physical contact with Plaintiff.

97. Defendants Robinson and Landrum intended to make harmful or offensive physical contact with Plaintiff.

98. The contact was harmful or offensive to Plaintiff.

99. Defendants Robinson and Landrum had no justification for engaging in the conduct that resulted in Plaintiff's injuries.

100. As a direct result of Defendants Robinson and Landrum's actions, Plaintiff suffered severe injuries, damages, and losses, to be determined at trial.

**THIRD CLAIM FOR RELIEF
(Outrageous Conduct)
(Against Robinson and Landrum)**

101. Plaintiff hereby incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

102. The assault and battery that Defendants Robinson and Landrum perpetrated on Plaintiff was so outrageous and extreme that reasonable members of the community would consider their behavior to be utterly intolerable in a civilized community.

103. Defendants Robinson and Landrum's conduct was done recklessly and with the intent of causing Plaintiff emotional distress.

104. Defendants Robinson and Landrum knew or should have known that their conduct would cause Plaintiff emotional distress.

105. As a direct and proximate result of the actions of Defendants, Plaintiff suffered severe injuries, damages, and losses, to be determined at trial.

FOURTH CLAIM FOR RELIEF
Negligence
(Against Robinson and Landrum)

106. Plaintiff hereby incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

107. Defendants Robinson and Landrum owed Plaintiff and other patrons, residents, and visitors at Quincy Apartments a duty to act reasonably and perform their duties in a reasonable, safe, and careful manner.

108. Defendants Robinson and Landrum were negligent, breached their duty of care and severely injured the Plaintiff.

109. Defendants Robinson and Landrum owed Plaintiff the following duties of care, among others:

- a. To issue directives to patrons, residents, and visitors of Quincy Apartments in a reasonable manner;
- b. To request individuals to leave the building prior to forcefully removing them;
- c. To remove individuals from the building in a safe manner and without committing injury;
- d. To carry out their duties in such a manner as to not endanger or likely to endanger other persons or property;
- e. To refrain from engaging in conduct that Defendants knew or should have known would result in injury;
- f. To not carry weapons;
- g. To not brandish weapons;
- h. To not use weapons to threaten individuals;

- i. To not use weapons to injure individuals;
- j. To not physically touch individuals without permission; and
- k. To contact law enforcement for assistance rather than forcibly removing an individual from the premises.

110. Defendants Robinson and Landrum breached each of these duties of care they owed to Plaintiff.

111. As a direct and proximate result of the actions of Defendants, Plaintiff suffered severe injuries, damages, and losses, to be determined at trial.

FIFTH CLAIM FOR RELIEF
Negligence *Per Se*
(Against Robinson)

112. Plaintiff hereby incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

113. During the encounter with Plaintiff, Defendant Robinson violated multiple provisions of Colorado law, including, but not limited to C.R.S. § 18-12-105, C.R.S. § 18-9-106, and C.R.S. § 18-3-206.

114. C.R.S. § 18-12-105, Unlawfully carrying a concealed weapon – unlawful possession of weapons, states:

(1) A person commits a class 1 misdemeanor if such person knowingly and unlawfully:

(b) Carries a firearm concealed on or about his or her person;

115. C.R.S. § 18-9-106, Disorderly Conduct, states:

(1) A person commits disorderly conduct if he or she intentionally, knowingly, or recklessly:

(f) Not being a peace officer, displays a deadly weapon, displays any article used or fashioned in a manner to cause a person to reasonably believe that the article is a deadly weapon, or represents verbally or otherwise that he or she is armed with a deadly weapon in a public place in a manner calculated to alarm.

(3)(c) An offense under paragraph (e) or (f) of subsection (1) of this section is a class 2 misdemeanor.

116. C.R.S. § 18-3-206, Menacing, states:

(1) A person commits the crime of menacing if, by any threat or physical action, he or she knowingly places or attempts to place another person in fear of imminent serious bodily injury. Menacing is a class 3 misdemeanor, but, it is a class 5 felony if committed:

(a) By the use of a deadly weapon or any article used or fashioned in a manner to cause a person to reasonably believe that the article is a deadly weapon; or

(b) By the person representing verbally or otherwise that he or she is armed with a deadly weapon.

117. At the time of the incident at Quincy Apartments, all three statutes above were in effect.

118. Defendant Robinson violated C.R.S. § 18-12-105, C.R.S. § 18-9-106, and C.R.S. § 18-3-206.

119. The purpose of these statutes and other similar provisions is to prevent the type of injuries, damages, and losses Plaintiff sustained at Quincy Apartments.

120. Defendant Robinson's violation of this and other similar provisions constitutes negligence *per se*.

121. As a direct and proximate result of the actions of Defendant Robinson, Plaintiff suffered severe injuries, damages, and losses, to be determined at trial.

SIXTH CLAIM FOR RELIEF
Respondent Superior/Vicarious Liability
(Against Shea Defendants)

122. Plaintiff hereby incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

123. Shea Defendants is vicariously responsible for the acts and omissions of all its agents, employees and/or servants who were acting within the scope and course of their employment.

124. At all relevant times, Defendant Landrum was an employee, agent, and/or servant of Shea Defendants.

125. At all relevant times, Defendant Robinson was an employee, agent, and/or servant of Shea Defendants.

126. At all relevant times, Defendant Landrum was acting within the course and scope of his employment or within his authority as an employee, agent, and/or servant of Shea Defendants.

127. At all relevant times, Defendant Robinson was acting within the course and scope of his employment or within his authority as an employee, agent, and/or servant of Shea Defendants.

128. Defendants Landrum and Robinson committed negligent and reckless acts as more fully described above.

129. All acts or omissions of Defendants Landrum and Robinson are by law deemed the acts or omissions of Shea Defendants.

130. As a direct and proximate result of the actions of Shea Defendants, acting through its employees, agents, and/or servants, including Defendants Landrum and Robinson, who were acting within the course and scope of their employment or within their authority, Plaintiff has suffered actual physical, emotional, and economic injuries in an amount to be proven at trial.

SEVENTH CLAIM FOR RELIEF
Premises Liability Act
C.R.S. § 13-21-115
(Against Shea Defendants and NFC Amenity)

131. Plaintiff incorporates all other paragraphs of this Complaint as if fully set incorporated herein.

132. As alleged herein, Defendants, at all relevant times, were authorized agents or persons in possession of the Quincy Apartment, or were otherwise persons legally responsible for those activities conducted or circumstances existing on the premises of the Quincy Apartment where Plaintiff was assaulted, and each is therefore are “landowner” as defined by C.R.S. § 13-21-115(1).

133. Plaintiff entered the premises at the invitation of Landrum and Robinson and was an invitee as defined by C.R.S. § 13-21-115(5)(a).

134. Shea Defendants and NFC Amenity owed a statutory and non-delegable duty to Plaintiff to exercise reasonable care to protect him and other residents against dangers and/or dangerous activities of which Defendant knew or should have known. C.R.S. § 13-21-115(4)(c)(I).

135. Shea Defendants and NFC Amenity knew or should have known that untrained and unsupervised employees responsible for security, could assault visitors, thereby creating a hazardous and dangerous condition on the property.

136. Shea Defendants and NFC Amenity breached their duty to exercise reasonable care to protect Plaintiff from dangers of which it knew or should have known by failing to ensure that the activities conducted on its property, including the activities of its employees, were safe and appropriate for the residents, this includes but is not limited to Defendant's failure to ensure that its employees did not assault individuals on the property.

137. Shea Defendants' and NFC Amenity's failure to exercise reasonable care to protect Plaintiff from dangers of which it knew or should have known by failing to train and supervise its employees was unreasonable.

138. Shea Defendants' and NFC Amenity's failure to exercise reasonable care to protect residents, including Plaintiff, from dangers of which it knew or should have known was unreasonable, reckless, and careless.

139. In addition, Shea Defendants and NFC Amenity are vicariously liable, or liable under the doctrine of *respondeat superior*, for the willful and deliberate acts of Defendants Landrum and Robinson in assaulting Plaintiff.

140. As alleged herein, Defendants Landrum and Robinson were agents or employees of Shea Defendants and NFC Amenity and acted at all relevant times in the scope and course of their employment.

141. As a direct and proximate result of the actions and inactions of Defendants, Plaintiff has suffered actual physical, emotional, and economic injuries in an amount to be proven at trial.

EIGHTH CLAIM FOR RELIEF
Respondeat Superior/Vicarious Liability
(Against NFC Amenity)

142. Plaintiff hereby incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

143. Defendant NFC Amenity is vicariously responsible for the acts and omissions of all its agents, employees and/or servants acting within the scope and course of their employment.

144. At all relevant times, Defendant Landrum was an employee, agent, and/or servant of Defendant NFC Amenity.

145. At all relevant times, Defendant Robinson was an employee, agent, and/or servant of Defendant NFC Amenity.

146. At all relevant times, Defendant Landrum was acting within the course and scope of his employment or within his authority as an employee, agent, and/or servant of Defendant NFC Amenity.

147. At all relevant times, Defendant Robinson was acting within the course and scope of his employment or within his authority as an employee, agent, and/or servant of Defendant NFC Amenity.

148. Defendants Landrum and Robinson committed negligent and reckless acts as more fully described above.

149. All acts or omissions of Defendants Landrum and Robinson are by law deemed the acts or omissions of Defendant NFC Amenity.

150. As a direct and proximate result of the actions of Defendant NFC Amenity, acting through its employees, agents, and/or servants, including Defendants Landrum and Robinson, who were acting within the course and scope of their employment or within their authority, Plaintiff has suffered actual physical, emotional, and economic injuries in an amount to be proven at trial.

NINTH CLAIM FOR RELIEF
Negligent Hiring
(Against NFC Amenity)

151. Plaintiff hereby incorporates all of the paragraphs of this Complaint as if fully incorporated herein.

152. An employer-employee relationship existed between NFC Amenity and Landrum and Robinson.

153. Defendant NFC Amenity owed a duty to exercise reasonable care in the hiring of their employees.

154. Given the degree and frequency of contact with members of the public and the risk of harm to the public, Defendant NFC Amenity were under a duty to conduct a reasonable investigation into the employees that would be providing concierge services for Quincy Apartments.

155. Defendant NFC Amenity breached their duty of reasonable care in hiring Landrum and Robinson.

156. Upon information and belief, Defendants NFC Amenity made no effort to reasonably screen employees who would be providing concierge services at Quincy Apartments.

157. Had Defendant NFC Amenity taken reasonable steps to affirmatively screen employees for violent and aggressive tendencies, they would have discovered Defendants Landrum and Robinson as unsuitable for the job.

158. As a direct and proximate result of Defendant NFC Amenity's failure, Plaintiff has suffered actual physical, economic, and emotional injuries in amounts to be determined at trial.

TENTH CLAIM FOR RELIEF
Negligent Supervision
(Against Shea Defendants and NFC Amenity)

159. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully incorporated herein.

160. Shea Defendants and NFC Amenity had a duty to supervise Defendants Robinson and Landrum and take reasonable steps to insure against foreseeable harm.

161. Reasonably diligent supervision would have revealed that Robinson was bringing a gun to work at Quincy Apartments.

162. Upon information and belief, Shea Defendants and NFC Amenity failed to designate anyone to supervise Defendants Robinson and Landrum.

163. Had Shea Defendants and NFC Amenity taken appropriate steps to supervise Defendants Robinson and Landrum Plaintiff would not have been assaulted.

164. As a direct and proximate result of Shea Defendants and NFC Amenity's failure, Plaintiff has suffered actual physical, economic, and emotional injuries in amounts to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against the Defendants, and award Plaintiff all relief allowed by law, including but not limited to the following:

- (a) All appropriate relief at law and equity;
- (b) Declaratory relief and other appropriate equitable relief;
- (c) Economic losses on all claims as allowed by law;
- (d) Compensatory and consequential damages, including damages for permanent physical impairment, emotional distress, humiliation, loss of enjoyment of life, and other pain and suffering on all claims allowed by law in an amount to be determined at trial;
- (e) Attorneys' fees and the costs associated with this action, including expert witness fees, on all claims allowed by law;

- (f) Pre- and post-judgment interest at the appropriate lawful rate; and
- (g) Any further relief that this court deems just and proper, and any other relief as allowed by law.

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.

DATED this 27th day of September 2023.

RATHOD | MOHAMEDBHAI LLC

s/ Felipe Bohnet-Gomez

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