

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

RAVERRO STINNETT

Plaintiff,

v.

REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado;
UNIVERSAL PROTECTION SERVICE, LP, d/b/a ALLIED UNIVERSAL SECURITY SERVICES, a California corporation;
SERGEANT TAYLOR TAGGART, in his official capacity;
OFFICER JAMES HUNTER, in his official capacity;
OFFICER VICTOR DIAZ, in his official capacity;
OFFICER AARON FOUGERE, in his official capacity.

Defendants.

COMPLAINT AND JURY DEMAND

Plaintiff, by and through his attorneys Qusair Mohamedbhai, Siddhartha H. Rathod, Felipe Bohnet-Gomez, and Matthew J. Cron of RATHOD I MOHAMEDBHAI LLC, alleges as follows:

I. INTRODUCTION

Union Station is advertised as “Denver’s Living Room”—a public space where all are welcome. In practice, however, Union Station is a tightly-regulated, sanitized space. RTD employs up to 600 armed, uniformed RTD Transit Security Officers (TSOs) to act as gatekeepers and strictly control the behavior of the public in conformity with RTD’s policies and guidelines. Dozing off is prohibited. Waiting for your train for too long is forbidden. The list goes on.

These rules are not enforced uniformly: Denver's homeless and minority communities are targeted for heightened scrutiny by the RTD TSOs.

In 2014, when Union Station re-opened and RTD's light rail network continued to expand, RTD determined that its eight-person Transit Police Department was not enough to patrol Union Station, especially since RTD's Transit Police do not work overnight. Rather than hiring more police officers to provide adequate security at its facilities, RTD chose to expand its use of "RTD Transit Security Officers" (TSOs), which it hired through a contract with Allied Universal Security Services (Allied).

RTD initially required TSOs to have certified law enforcement training as well as at least two years' worth of actual law enforcement experience in a patrol setting. But RTD dramatically lowered these hiring standards in 2014, when it determined that the law enforcement training and experience standards could be waived for any TSO on a case-by-case basis. As a result, RTD hired scores of TSOs with zero law enforcement training or experience.

The TSOs' training program—designed for candidates who already had law enforcement training and experience—did not adequately prepare candidates for the rigors of the job, which required constant contact with the public. RTD also gave Allied with free reign to supervise the TSOs as it saw fit, abdicating its responsibility to oversee the armed officers it hired to secure RTD property, assist RTD customers, and enforce fares. These failures ensured it was only a matter of time before the RTD's policy of outsourcing essential security services to TSOs who were systematically under-qualified, under-trained, and under-supervised resulted in an injury to the public.

Early in the morning of April 20, 2018, Raverro Stinnett was waiting for his train at Union Station. Although the station was bustling with dozens of other patrons, four RTD TSOs singled out and targeted Mr. Stinnett—a black man—for confrontation. Three out of the four TSOs—including Officer James Hunter and his supervisor—lacked the required prior law enforcement training or experience. As his colleagues and supervisor looked on, Officer Hunter threatened and challenged Mr. Stinnett to fight, led him to a restroom, and viciously assaulted him. Mr. Stinnett was knocked unconscious and suffered significant, permanent traumatic brain injuries, as well as injuries to his face and jaw. When the TSOs finally roused Mr. Stinnett, he was bleeding from a wound on his head, and had no memory of where he was or what had just happened. None of the TSOs called Mr. Stinnett an ambulance, and instead left him to find his way home injured and by himself.

The TSOs deliberately attempted to cover up Mr. Stinnett's assault, expecting it would be overlooked by RTD or Allied, as with other past instances of TSO misconduct. None of the TSOs reported the incident, or even mentioned Mr. Stinnett's injuries in their log sheets. When prompted, they gave nearly identical witness statements stating they recalled nothing unusual about that night.

To this day, RTD continues to contract with Allied for RTD Transit Security Officers and continues to permit the hiring of TSOs with no law enforcement training or experience. Neither RTD nor Allied have taken significant measures to address the deficiencies of the TSO program, the inhospitable and oppressive policing of Union Station, or the resulting harm to the community and to individuals like Mr. Stinnett. It is business as usual at Union Station.



Photograph of Raverro Stinnett taken on April 27, 2018, one week after his assault

Meanwhile, Mr. Stinnett's injuries have completely upended his life. He was once a promising artist on the verge of obtaining wider recognition and commercial success. His talent had already earned him a full scholarship to the Rocky Mountain College of Art and Design (RMCAD), where he had nearly finished his degree. Now, however, Mr. Stinnett suffers from permanent cognitive impairments that make it largely impossible for him to produce original art—let alone art of the same quality as he once did. Unable to complete his coursework, he has been forced to withdraw from RMCAD.

In short, his career as an artist has come to a complete stop, and any potential future he once had as a professional artist has been extinguished. Mr. Stinnett's injuries

have also changed fundamental aspects of his personality and behavior for the worse. He has difficulty engaging in basic everyday activities and maintaining ordinary relationships. Severely depressed and frustrated by his reduced capabilities, Mr. Stinnett has become a shut-in who rarely interacts with others.

Beyond his diminished economic prospects, Mr. Stinnett's injuries have robbed him of something more essential: his confidence and identity as an artist, his passion for creating and, with the loss of his capacity to make art, the very thing that imbued his life with purpose and meaning. He has become a broken person, a shadow of his former self. Through this lawsuit, Mr. Stinnett seeks some measure of justice for the enormity of his loss.

II. JURISDICTION

1. This action arises under the Constitution and laws of the United States and is brought pursuant to 42 U.S.C. § 1983. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1331. Jurisdiction supporting Plaintiff's claim for attorney fees and costs is conferred by 42 U.S.C. § 1988.

2. Venue is proper in the District of Colorado pursuant to 28 U.S.C. § 1391(b). All of the events and omissions alleged herein occurred within the state of Colorado. At the time of the events and omissions giving rise to this litigation, all of the parties resided in or conducted business in Colorado.

3. Supplemental pendent jurisdiction for plaintiff's state tort claims is based on 28 U.S.C. § 1367 because the violations of federal law alleged are substantial and the pendent causes of action derive from a common nucleus of operative facts.

III. PARTIES

4. Plaintiff Raverro Stinnett is a resident of and domiciled in the State of Colorado.

5. Defendant Regional Transportation District (“RTD”) is a political subdivision of the State of Colorado.

6. Defendant RTD is a proper entity to be sued under 42 U.S.C. § 1983.

7. Defendant Universal Protection Service, LP d/b/a Allied Universal Security Services (“Allied”) is a California corporation doing business in Colorado. Allied advertises itself as the largest security company in North America.

8. At all times relevant to this litigation, RTD contracted with Allied for the provision of hundreds of RTD Transit Security Officers (“TSOs”).

9. The TSOs performed work solely for and on behalf of RTD, including enforcing RTD policy and state law.

10. At all times relevant to the subject matter of the litigation, Defendant Sergeant Taylor Taggart (“Sergeant Taggart”) was an RTD Transit Security Officer, a resident of and domiciled in the State of Colorado, and was acting under color of state law in his capacity as a RTD Transit Security Officer.

11. At all times relevant to the subject matter of the litigation, Defendant Officer James Hunter (“Officer Hunter”) was an RTD Transit Security Officer, a resident of and domiciled in the State of Colorado, and was acting under color of state law in his capacity as an RTD Transit Security Officer.

12. At all times relevant to the subject matter of the litigation, Defendant Officer Victor Diaz (“Officer Diaz”) was an RTD Transit Security Officer, a resident of

and domiciled in the State of Colorado, and was acting under color of state law in his capacity as a RTD Transit Security Officer.

13. At all times relevant to the subject matter of the litigation, Defendant Officer Aaron Fougere (“Officer Fougere”) was an RTD Transit Security Officer, a resident of and domiciled in the State of Colorado, and was acting under color of state law in his capacity as a RTD Transit Security Officer.

14. In his role as an RTD Transit Security Officer Sergeant, Defendant Sergeant Taggart was, at all relevant times, responsible for supervising and managing Officer Hunter, Officer Diaz, and Officer Fougere.

15. At all times relevant to this litigation, the TSOs were also subject to the supervision and direction of RTD.

16. At all times relevant to this litigation, RTD directed, controlled, engaged or employed the TSOs as its employees or agents.

IV. FACTUAL BACKGROUND

Life and Background of Raverro Stinnett

17. Raverro Stinnett was born on May 27, 1968 in Denver, Colorado.

18. Mr. Stinnett grew up with his seven siblings in their family home in Montbello, Colorado.

19. Mr. Stinnett exhibited artistic talent from an early age.

20. Mr. Stinnett’s father frequently disciplined Mr. Stinnett by requiring him to help with carpentry and furniture-making. As a result, Mr. Stinnett came to thoroughly understand how to use each of his father’s crafting tools.

21. After a teacher noticed Mr. Stinnett's exceptionally detailed drawing of a ninja throwing a shuriken on the back of his math assignment, his parents bought him art supplies to encourage his budding talent.

22. As Mr. Stinnett's art began to develop, he entered into competitions and began winning prize money. At the same time, Mr. Stinnett joined a breakdancing group, began to create graffiti, and pursued a serious interest in DJ-ing.

23. Tragically, Mr. Stinnett's father kicked him out of the family home at the age of thirteen—a disruptive event that caused Mr. Stinnett many years of hardship.

24. In or around 2006, however, Mr. Stinnett began a new chapter in his life. He moved back into his family home in Montbello to care for his mother, began fixing up the house, and obtained his GED.

25. Mr. Stinnett also became involved with the RedLine Contemporary Art Center ("RedLine") in Denver. Through its Reach Studio program, Mr. Stinnett rediscovered his joy in expressing himself through art. He began to learn from other artists, who took an interest in his development, and he cultivated the skills and network to pursue a career as a professional artist.

26. Mr. Stinnett began to build an impressive body of work, including photography, painting, intricate paper sculptures, and 3-D animation.



Artwork by Raverro Stinnett

27. Mr. Stinnett began to gain recognition and his work became featured in gallery shows.

28. In or around 2013, he was awarded a full scholarship to the Rocky Mountain College of Art and Design (“RMCAD”) based on the strength of his work.

29. Mr. Stinnett began attending RMCAD in the Fall of 2014 and excelled there—his talent, engagement, and hard work earned Mr. Stinnett a place on the Dean’s List.

30. Mr. Stinnett’s brilliant talent and potential were noticed by local artists and art professionals.

31. Thomas “Detour” Evans, a distinguished Denver-based artist, describes Mr. Stinnett as an artist with the ability to “put his hands on anything and make it creative or make it beautiful and . . . impactful.”

32. Jean-Claude Futrell, Education Director of the RedLine assessed Mr. Stinnett as “a renaissance man” who was “up there with any of the contemporary artists that I know earning a living in this city right now, hands down.”

33. When PJ D’Amico, former Director of RedLine, first saw Mr. Stinnett’s art, he sensed it was “abundantly apparent that he had innate, gifted skills.”



Photography by Raverro Stinnett

34. Mr. Stinnett’s professors at RMCAD were similarly impressed by the quality of his work.

35. Prof. Sean Brown, Chair of RMCAD’s Animation Department, was “amazed by the quality of his work.”

36. Prof. Brown noted that Mr. Stinnett’s work at RMCAD was “exemplary”—even in character rigging, a difficult and “tedious” 3-D animation process “requiring precision, an eye for detail, and memory.”

37. Prof. Shari Fleming recalled that Mr. Stinnett “created some of the best work I have seen from RMCAD students.”

38. By April 2018, Mr. Stinnett was on the cusp of becoming a breakthrough artist and obtaining widespread recognition and commercial success.



Artwork by Raverro Stinnett

The Night of April 19-20, 2018

39. On the night of April 19, 2018, Raverro Stinnett attended RedLine's annual gala, where some of his artwork was featured.

40. Mr. Stinnett left the RedLine gala sometime after midnight, early in the morning on April 20, 2018 and began to make his way home. He walked to Union Station, hoping to catch the eastbound A Line train to Peoria Station and take a bus home from there.

41. Mr. Stinnett was an RTD pass-holder and relied solely on public transportation to get around.

42. When Mr. Stinnett arrived at Union Station, he saw that the last A line train was pulling out of the station.

43. The next A Line train was not scheduled to depart until 3:15 a.m.

44. With nowhere else to go, and totally dependent upon public transportation, Mr. Stinnett sat on one of the platform's benches to wait for his train.

45. While waiting, Mr. Stinnett was approached by RTD Transit Security Officers ("TSOs") and told that, per RTD policy, he could not remain there any longer waiting for the train, and that the TSOs were clearing the train platform.

46. When Mr. Stinnett asked the TSOs where he could go, they suggested waiting in the underground bus concourse beneath the station.

47. Mr. Stinnett complied with the TSOs' request and, at approximately 1:53 a.m., took the escalators down to the bus concourse.



Mr. Stinnett first enters the RTD Union Station Bus Concourse

48. Despite the late hour, the bus concourse was bustling, with dozens of other travelers waiting for their train or bus.

49. After using the restroom, at around 2 a.m., Mr. Stinnett took a seat on the benches near gate B-9 and began to wait.

50. At around 2:15 a.m., Mr. Stinnett was approached by a group of TSOs.

51. Sergeant Taggart was the only TSO supervisor on duty at Union Station that night, and supervised Officer James Hunter, Officer Victor Diaz, and Officer Aaron Fougere.

52. Even though other individuals were waiting on the benches nearby, the TSOs singled out and targeted Mr. Stinnett for confrontation.

53. Sergeant Taggart asked Mr. Stinnett where he was going.

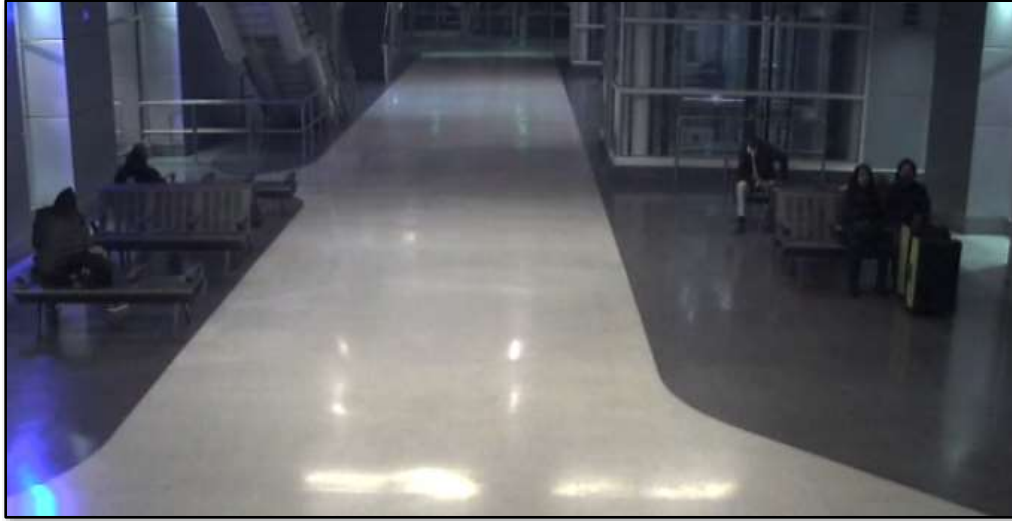
54. Mr. Stinnett told Sergeant Taggart and the three nearby TSOs that he was waiting for the A Line train to the airport.

55. In response, Sergeant Taggart stated that the train was not coming right now and that Mr. Stinnett could not remain in the bus concourse, citing RTD policy prohibiting waiting more than two hours in a 24-hour period.

56. At that point, Mr. Stinnett had been in the bus concourse for less than half an hour.

57. Sergeant Taggart ordered Mr. Stinnett to leave, and Mr. Stinnett got up and began to walk away from the officers, toward the far end of the bus concourse.

58. Once out of view of the officers, Mr. Stinnett sat down on an empty bench by gate B-3 and began again to wait for his train.



Mr. Stinnett, pictured in the upper left-hand corner, sitting and waiting for his train just before the RTD TSOs confront him a second time

59. Mr. Stinnett waited on the bench without incident for approximately twenty minutes, before he was spotted by the RTD TSOs.

60. At least five other individuals were also waiting or sleeping on the nearby benches.

61. At around 2:40 a.m., the four RTD TSOs—Sergeant Taggart and Officers James Hunter, Victor Diaz, and Aaron Fougere—approached Mr. Stinnett in a line formation.

62. Even though several other individuals were also waiting on the benches nearby, the four TSOs immediately singled out and targeted Mr. Stinnett for confrontation.



The four TSOs approach Mr. Stinnett.

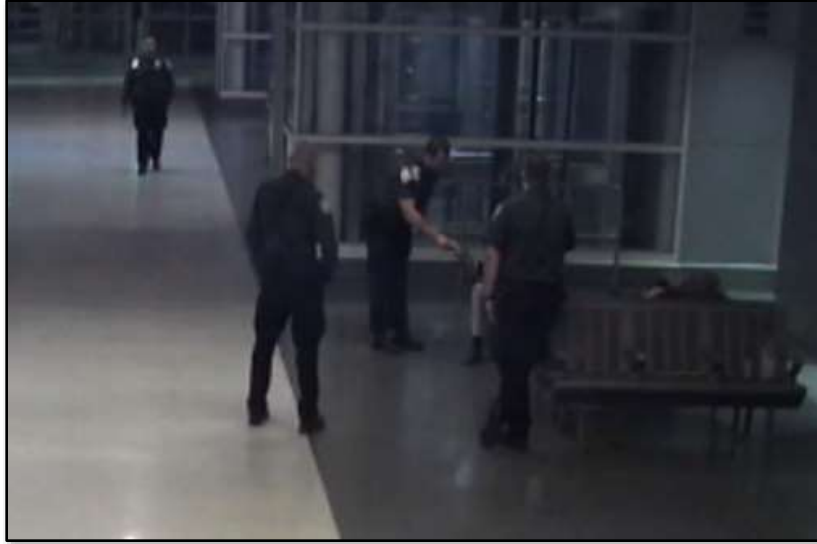
63. The RTD TSOs circled around Mr. Stinnett, effectively cornering him against the wall of the bus concourse.

64. Sergeant Taggart again ordered Mr. Stinnett to leave the bus concourse, citing RTD policy.

65. Officer Hunter then handed Mr. Stinnett a copy of the RTD Code of Conduct.

66. The RTD Code of Conduct contained an express delegation of authority from RTD to the TSOs to enforce RTD policy and regulate the conduct of individuals on RTD property.

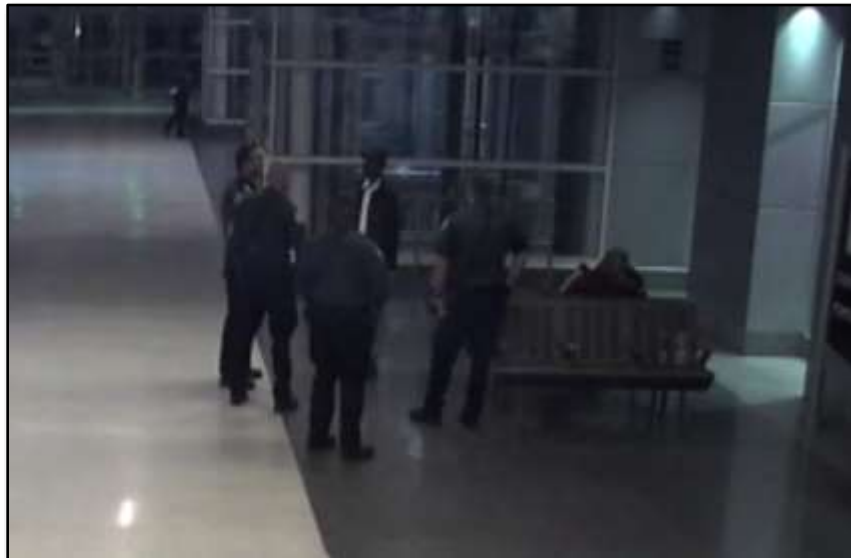
67. RTD TSOs regularly use a printed copy of the RTD Code of Conduct in order to cite which of RTD's various rules and regulations an individual's conduct allegedly violates.



Hunter hands Mr. Stinnett a copy of the RTD Code of Conduct. Meanwhile, an individual is sleeping on the bench opposite Mr. Stinnett.

68. Officer Hunter showed Mr. Stinnett the RTD Code of Conduct and, pursuant to the authorization contained therein, ordered him to leave the bus concourse.

69. After a minute or so of talking with the TSOs, Mr. Stinnett stood up. At this point, the TSOs surrounded Mr. Stinnett in a semi-circle, blocking his exit path.



The TSOs surround Mr. Stinnett and block his exit path as the confrontation escalates.

70. As Sergeant Taggart looked on, Officer Hunter and Mr. Stinnett discussed RTD and the RTD Code of Conduct, and whether Mr. Stinnett could wait for his train.

71. Officer Hunter's demeanor abruptly changed, and he began antagonizing Mr. Stinnett, saying things like "so you think you're tough, huh? You think you're tough, prove it."

72. Officer Hunter suggested to Mr. Stinnett that he and Mr. Stinnett go settle their dispute in the bathroom, where there were no security cameras.

73. For his part, Mr. Stinnett was confused by Officer Hunter's suggestion, and believed that Officer Hunter was indicating that Mr. Stinnett could wait for his train in the bathroom.

74. Officer Hunter was significantly younger and physically bigger and stronger than Mr. Stinnett, a thinly-built, middle-aged man.

75. The other TSOs, however, understood that Officer Hunter was threatening Mr. Stinnett and challenging him to fight in the bus concourse bathroom.

76. Sergeant Taggart and Officer Fougere both overheard Officer Hunter challenge Mr. Stinnett to fight and Officer Diaz admitted to investigators that he "could've guessed that they were gonna fight."

77. As the other TSOs stood by and failed to intervene, Officer Hunter began to lead Mr. Stinnett towards the bathroom at the far end of the bus concourse.

78. Officer Fougere told Sergeant Taggart that he felt uncomfortable and that the situation was wrong.



Sergeant Taggart and the other Officers fail to intervene, permitting Officer Hunter to lead Mr. Stinnett to the bathroom.

79. Sergeant Taggart was aware that Officer Hunter had previously made comments to other patrons, such as, “I get off at 6 and we can handle this,” which Sergeant Taggart understood were challenging them to fight.

80. Sergeant Taggart was aware that Officer Hunter had previously challenged other RTD patrons to “go where there’s no cameras,” in order to “take care of this,” referring to settling a dispute with violence.

81. Sergeant Taggart also told investigators that he recalled witnessing a prior incident where Officer Hunter donned a pair of black leather gloves when confronting an “aggressive person” and “they were acting like they wanted to fight.”

82. Despite his knowledge of Officer Hunter’s prior aggression—and despite having actual knowledge that Hunter had threatened or challenged Mr. Stinnett to fight in the bathroom—Sergeant Taggart did nothing to intervene and prevent Mr. Stinnett’s assault.

83. With the acquiescence and tacit assent of his supervisor and colleagues, Officer Hunter led Mr. Stinnett unimpeded across nearly the entire length of the bus concourse.

84. Officer Diaz trailed behind Officer Hunter and Mr. Stinnett, following his partner's lead.



Left: Officer Hunter leads Stinnett to the bathroom. A pair of black gloves is visible in Hunter's left hand. Diaz follows behind. Right: Officer Hunter gloves up in preparation for hand-to-hand combat

85. As he escorted Mr. Stinnett to the bathroom, Officer Hunter took put on a pair of black leather gloves, gloving up for a fistfight.

Officer Hunter Assaulted Mr. Stinnett and Severely Injured Him

86. At approximately 2:48 a.m., after leading Mr. Stinnett into the bathroom, Officer Hunter closed off the bathroom entrance behind them with a retractable metal gate.

87. Officer Diaz then arrived at the bathroom.

88. Over the next few minutes, Officer Hunter and Officer Diaz cleared the bathroom of any other patrons—and of potential witnesses.

89. After Officer Diaz escorted the last patron out of the bathroom, Officer Hunter returned to the bathroom entryway, closing the metal gate fully behind him. He lingered for a moment in the entryway, putting his gloves back on, before finally entering the bathroom to confront Mr. Stinnett alone and out of the sight of security cameras.

90. Mr. Stinnett recalls being punched in the head by Officer Hunter.

91. Mr. Stinnett lost consciousness, fell, and hit his head on the bathroom's concrete floor.

92. Officer Hunter deliberately inflicted significant, traumatic force to Mr. Stinnett's head, permanently and severely injuring him.

93. Shortly after leaving Officer Hunter alone in the bathroom with Mr. Stinnett, Officer Diaz heard a thud, like something hit the ground, and rushed back to the bathroom.

94. When Officer Diaz reentered the bathroom, Mr. Stinnett was lying face-down and unconscious on the floor of one of the bathroom stalls.

95. Officer Diaz and Officer Hunter then decided to call for Sergeant Taggart.

96. When Sergeant Taggart arrived in the bathroom, Mr. Stinnett was still unconscious.

97. There were quarter-size drops of blood on the floor of the bathroom from an open wound on Mr. Stinnett's forehead.

98. As Officer Diaz stated to investigators, “there was a decent amount” of blood “seeping” from Mr. Stinnett’s wounds, which included a “big bump” on his head the size of a “chicken egg.”

99. Sergeant Taggart attempted to rouse Mr. Stinnett by shaking him by the shoulder and asking, “are you OK?”

100. As Mr. Stinnett slowly began to regain consciousness, he was noticeably confused and unaware of where he was or what had happened.

101. Officer Hunter and Sergeant Taggart were aware that, following his injury, Mr. Stinnett did not know where he was or what had just happened to him.

The Officers Failed to Provide Mr. Stinnett with Adequate Medical Attention

102. For approximately thirty-five minutes following the assault, Mr. Stinnett remained in the bathroom, and the RTD TSOs repeatedly went in and out.

103. From 3:11:20 to 3:16:30 a.m., the TSOs abruptly and purposely turned the camera pointing at the bathrooms around, so that the scene in front of the bathroom was not recorded.

104. The TSOs recognized that Mr. Stinnett required medical attention.

105. Officer Hunter himself suggested to Sergeant Taggart that “somebody should probably call EMS.”

106. At no time did any of the TSOs request EMS or seek medical attention for Mr. Stinnett.

107. In failing to call an ambulance for Mr. Stinnett, the TSOs followed RTD and Allied’s policy that EMS cannot be called if the individual in question refuses medical attention—even in cases where the injury was caused by a TSO.

108. Still, recognizing that Mr. Stinnett required some level of medical attention, the TSOs got bandages for Mr. Stinnett's wounds.



Mr. Stinnett touches a bandaged wound above his right eye.

109. At approximately 3:29 a.m., Mr. Stinnett emerged from the bathroom and Officer Hunter and Sergeant Taggart began to escort him out of the bus concourse.

110. It was obvious to the TSOs that Mr. Stinnett was disoriented and didn't know where he was going.

111. The TSOs left Mr. Stinnett near the escalators, and he exited the bus concourse, alone, at approximately 3:34 a.m.

Mr. Stinnett Suffered a Permanent Traumatic Brain Injury As a Result of the Assault

112. Following his assault, Mr. Stinnett was left unconscious for a prolonged period.

113. Mr. Stinnett spent the days following his assault in a state of post-traumatic amnesia and decreased consciousness.

114. How exactly Mr. Stinnett got home is unclear, and he has no memory of events immediately following his assault.

115. Mr. Stinnett does not recall the two days following his assault and remembers waking up sometime on or around April 22, 2018.

116. Over the following three days, Mr. Stinnett experienced worsening confusion and other symptoms.

117. On or around April 25, 2018, Mr. Stinnett telephoned his longtime friend Elizabeth Betts.

118. Ms. Betts could barely recognize Mr. Stinnett's voice or understand him, because he could not remember simple words.

119. Concerned, Ms. Betts immediately went to Mr. Stinnett's home to take him to the hospital.

120. When Ms. Betts saw Mr. Stinnett in person, she noticed that the side of his face was very swollen, and he appeared very disoriented.

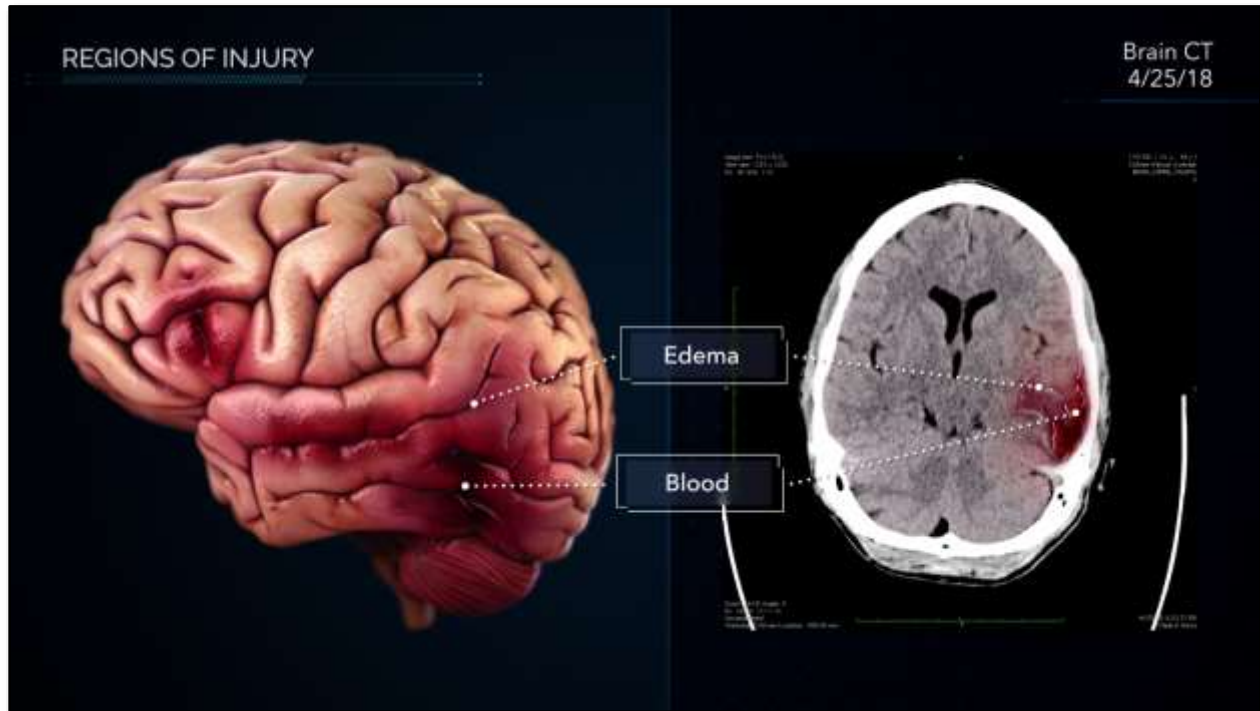
121. Ms. Betts took Mr. Stinnett to the University of Colorado Hospital and helped him check in because he had difficulty communicating with the hospital staff.

122. Mr. Stinnett was admitted to the hospital's Neurosurgery department for further assessment and treatment.

123. After two days, Mr. Stinnett was discharged on April 27, 2018 with a diagnosis of traumatic brain injury ("TBI") manifested by "left temporal contusions, left lateral subdural hematoma, and left frontal contusion."

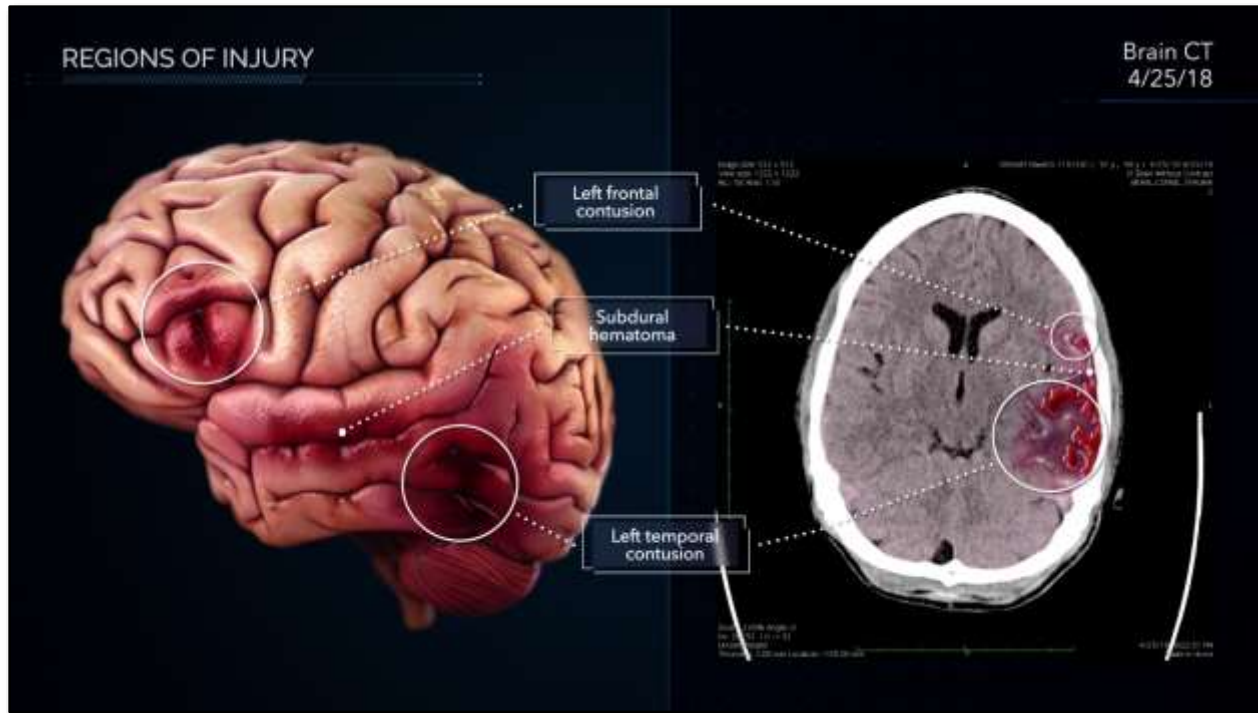
124. Mr. Stinnett's injuries were caused by significant trauma to his head and brain from his assault by Officer Hunter.

125. An April 25, 2018 CT scan performed upon Mr. Stinnett’s hospital admission—five days after his assault—clearly shows the presence of recent physical injuries to the brain, along with related brain bleeding and swelling.



Medical Illustration Showing the Swelling and Bleeding in Mr. Stinnett’s Brain

126. The neuroradiologist who performed the scan found that Mr. Stinnett suffered from physical injuries to several areas of his brain, including “[l]eft temporal hemorrhagic contusions,” a “subarachnoid and/or subdural hemorrhage along the left lateral temporal lobe,” as well as a “hemorrhagic contusion along the left frontal operculum.”



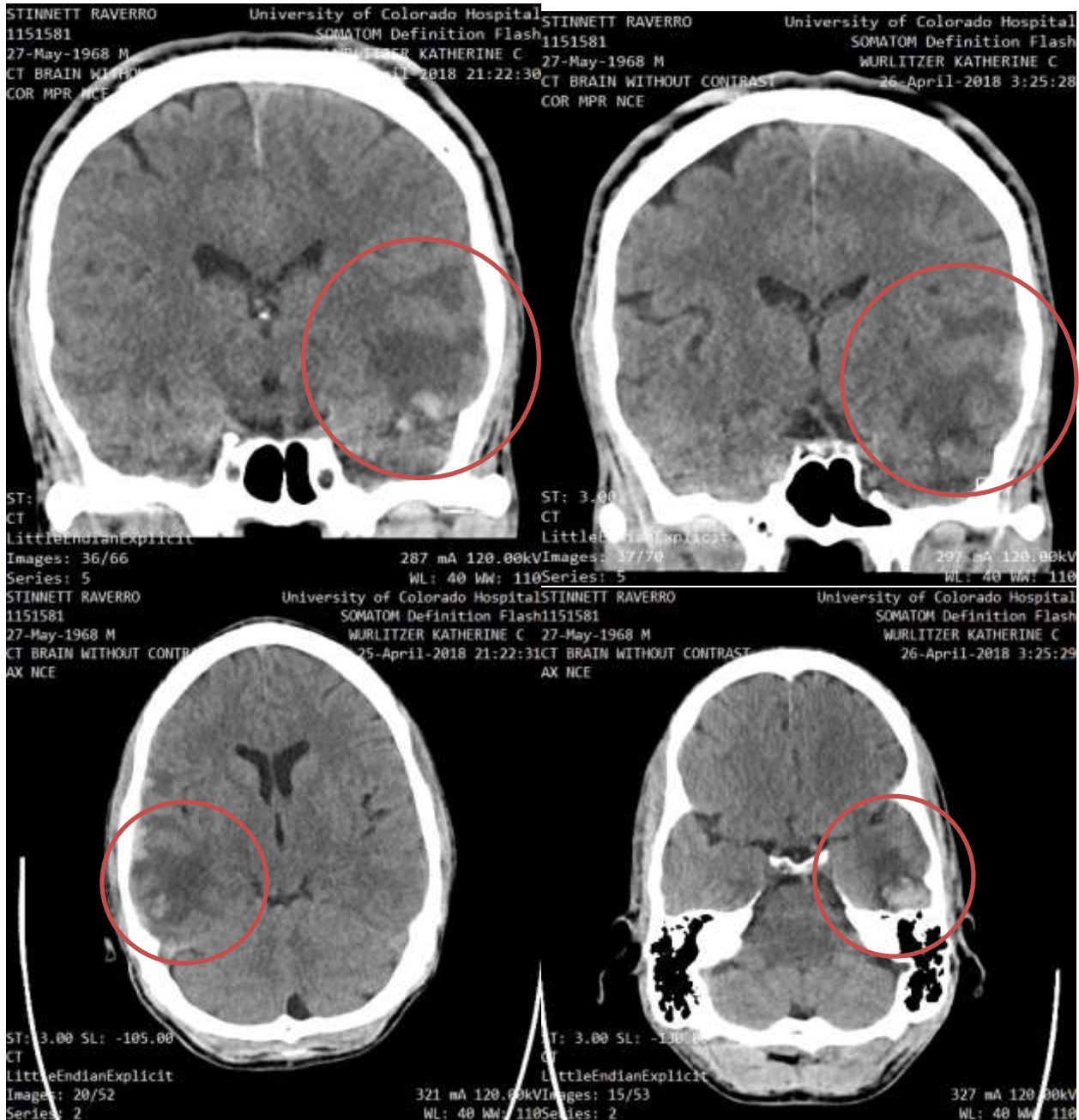
Medical Illustration Showing Mr. Stinnett's Brain Injuries

127. A second CT scan that was performed on Mr. Stinnett's brain the following day, April 26, 2018, confirmed these findings.



Medical Illustration of the April 26, 2018 CT Scan

128. Images taken from Mr. Stinnett's April 25 and April 26, 2018 CT scans demonstrate the extent of these injuries:

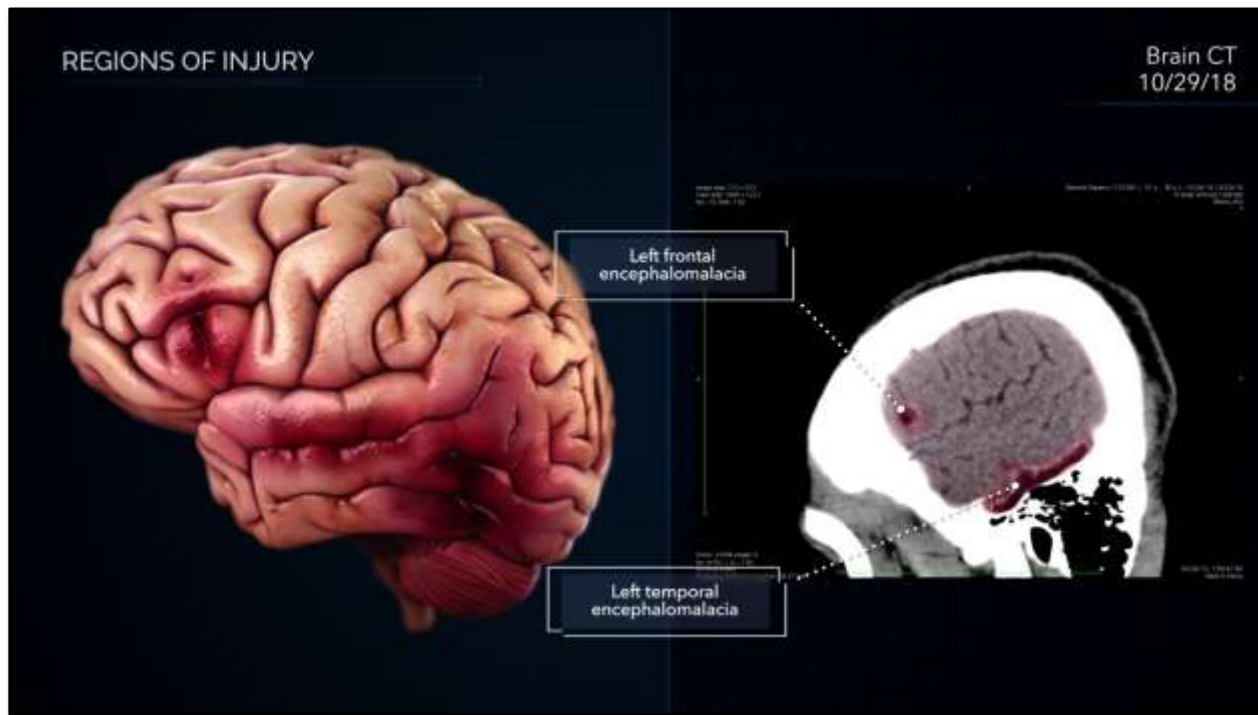


Images from Mr. Stinnett's April 25 and April 26, 2018 CT scans showing extensive bleeding and swelling in Mr. Stinnett's brain

129. On October 29, 2018—over six months after his assault—Mr. Stinnett underwent a third CT scan of his brain.

130. The October 29, 2018 CT scan detected the presence of residual encephalomalacia at the site of Mr. Stinnett's brain injury.

131. The presence of encephalomalacia reflects the permanent scarring or loss of brain tissue as a result of injury.

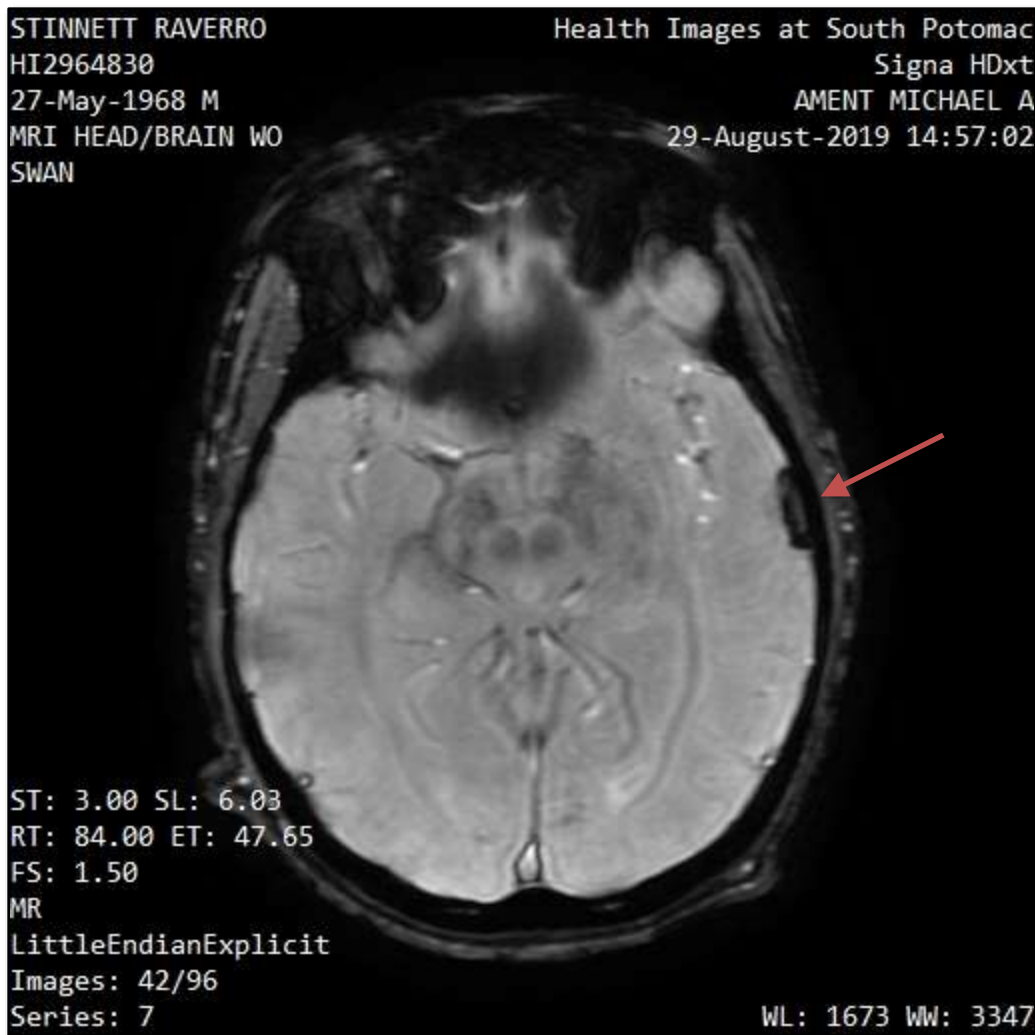


Medical Illustration of Mr. Stinnett's Encephalomalacia

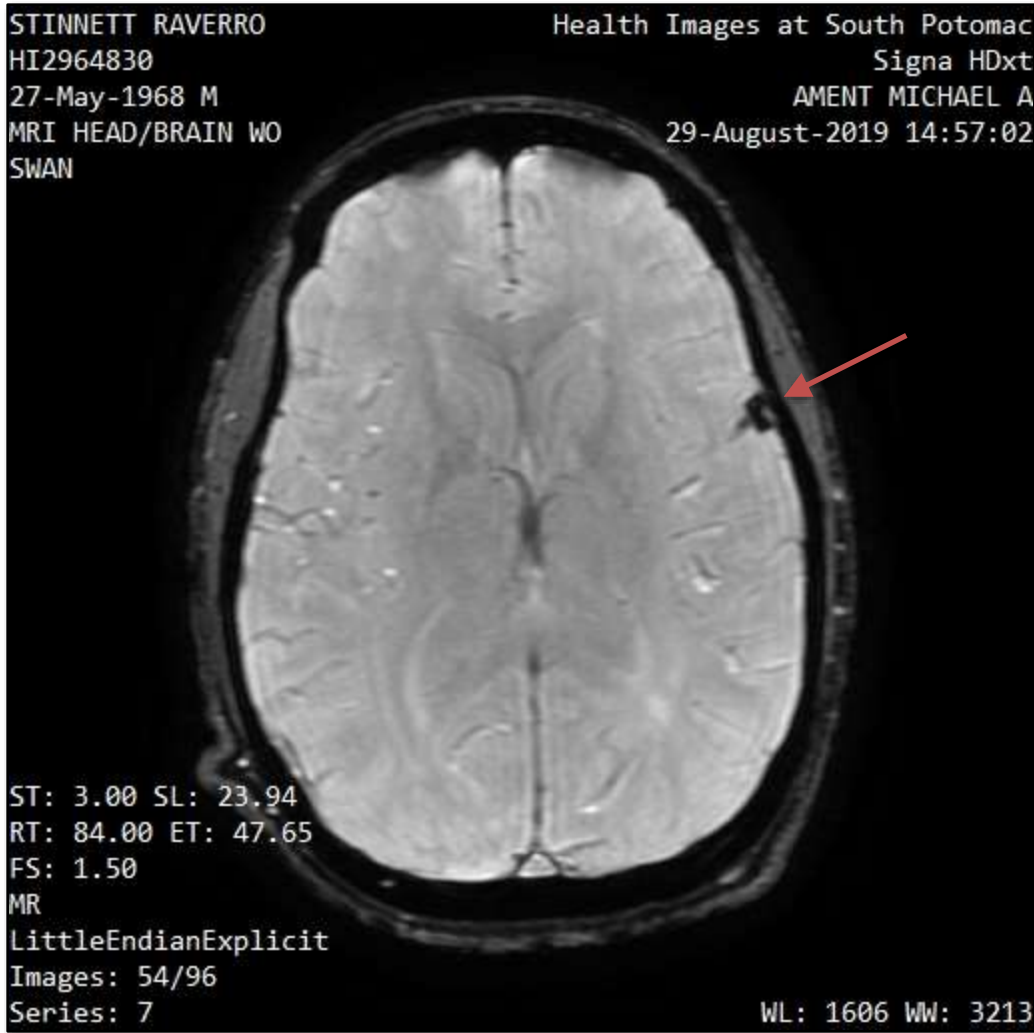
132. An MRI performed on August 29, 2019 confirmed the presence of “encephalomalacia of the inferior lateral left temporal lobe” as well as encephalomalacia and “remote hemorrhagic products” “along the lateral aspect left temporal lobe” of Mr. Stinnett’s brain.

133. The findings of Mr. Stinnett’s August 29, 2019 MRI are consistent with a traumatic brain injury resulting from an assault.

134. The August 29, 2019 MRI shows at least two areas of permanent physical damage to Mr. Stinnett’s brain.



MRI Imaging Showing Permanent Damage to Mr. Stinnett's Brain



MRI Imaging Showing Permanent Damage to Mr. Stinnett's Brain

135. Mr. Stinnett also suffered shear injury and significant disruption to the neural connections within his brain as a result of his assault.

136. In addition to Mr. Stinnett's traumatic brain injury, Mr. Stinnett also suffered significant facial trauma in the assault, resulting in fractured teeth and roots, significant ongoing facial and jaw pain, as well as partial hearing loss in his left ear.

137. As a result of his injuries, Mr. Stinnett has suffered, and continues to suffer, a wide variety of symptoms and complications, including:

- a. Difficulties with memory, concentration, comprehension, and executive functioning;
- b. Behavioral and personality changes;
- c. Difficulties with language and speech, including difficulty with word-finding;
- d. Severe depression including anhedonia;
- e. Anxiety;
- f. PTSD symptoms including nightmares and intrusive dreams;
- g. Headaches;
- h. Difficulty sleeping;
- i. Loss of appetite;
- j. Double vision and blurred vision;
- k. Significant face and jaw pain;
- l. Tooth pain;
- m. Dizziness and problems with balance;
- n. Vertigo; and
- o. Partial hearing loss in his left ear.

Mr. Stinnett Has Suffered Significant Cognitive Impairment and Behavioral Changes

138. Mr. Stinnett has sustained substantial ongoing cognitive deficits and dysfunction as a result of his TBI.

139. Mr. Stinnett exhibits clinically detectable deficits in executive functioning, information processing speed, verbal learning and memory, visual learning and memory, and language due to injury to the frontal lobe and temporal lobe of his brain.

140. As a result of his injuries, Mr. Stinnett's intellectual functioning has been impaired as compared to his pre-injury levels.

141. As a result of his injuries, Mr. Stinnett has also undergone fundamental changes in personality, behavior, and aptitude.

142. Prior to his assault, Mr. Stinnett was friendly, social, engaging, confident, outgoing, happy, and vibrant.

143. Following his assault, Mr. Stinnett is detached, quiet, reserved, paranoid, moody, and edgy.

144. Mr. Stinnett's cognitive impairments are also readily apparent. Those who know Mr. Stinnett describe him as slow, confused, and forgetful. They have observed that Mr. Stinnett:

- a. Is in a constant state of confusion;
- b. Often forgets what he is talking about in the middle of speaking;
- c. Has a very difficult time remembering things;
- d. Forgets simple words and frequently cannot complete his sentences or finish his thoughts;
- e. Frequently misses appointments and forgets plans;
- f. Is very slow to form responses; and
- g. Displays a lack of focus in conversation.

145. In addition, Mr. Stinnett is notably sensitive to sound following his assault. Noises frighten and disrupt Mr. Stinnett, causing him significant stress.

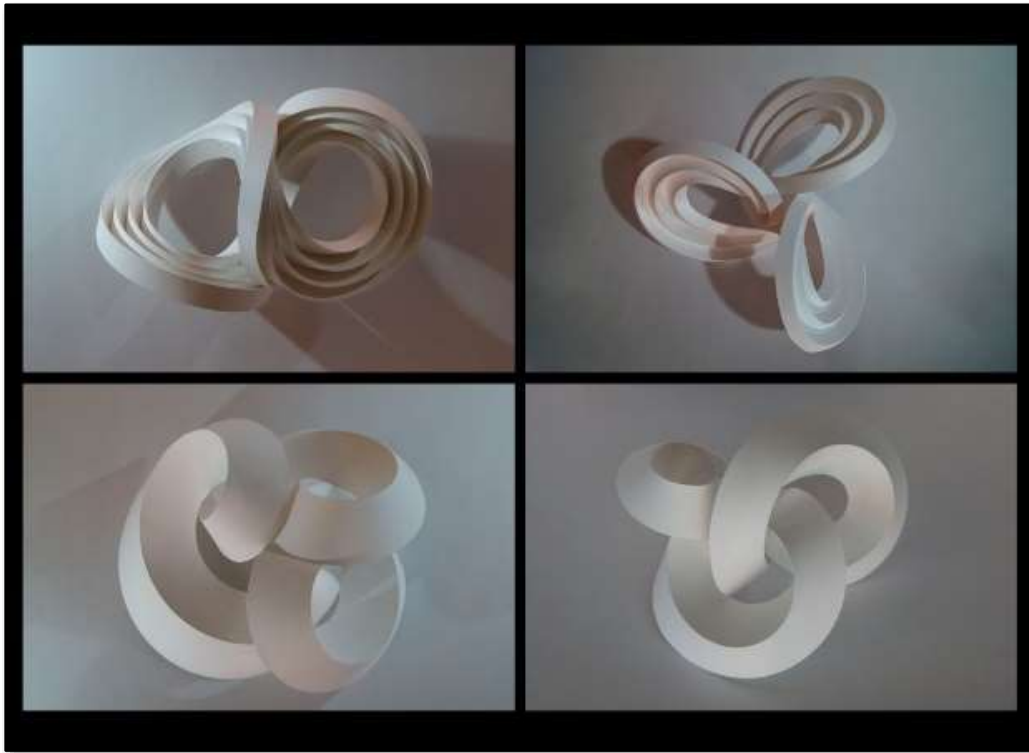
The Assault Has Completely Derailed Mr. Stinnett’s Once-Promising Career as a Professional Artist

146. Prior to his assault by Officer Hunter, Mr. Stinnett was a multi-disciplinary artist who was actively producing art in a variety of media.

147. Mr. Stinnett had gained the recognition and support of those in the Denver art community who were familiar with his work.

148. Mr. Stinnett’s artistic style is characterized by a universal aesthetic that increases its salability and commercial appeal.

149. Mr. Stinnett’s talent and style opened up the possibility of being awarded multi-million-dollar public art commissions.



Paper Sculptures by Raverro Stinnett

150. At the time of his assault, Mr. Stinnett's talent and years of work building his portfolio had brought him to the tipping point of taking the next big step in his artistic career.

151. Since the assault, Mr. Stinnett has not produced any sculptures, paintings, or other original works of fine art.

152. Mr. Stinnett cannot create the work that he was once able to create.

153. Mr. Stinnett struggles to recall crucial, and once-instinctual, steps in his artistic process.

154. He has taken some photographs, but even these have noticeably diminished in quality. His eye for artistic detail and composition has suffered.

155. Put simply, some of Mr. Stinnett's creative brilliance has been stunted, and he is not the same artist that he was pre-assault.

156. As RedLine Education Director Jean-Claude Futrell has explained, what little photography Mr. Stinnett has done has not measured up to his prior work: "Photos that he used to take, which would be very sharp, clean, the composition would be perfect, and the lighting would be perfect, the last couple of things that I've had him do for me, post-attack, a lot of shots have been blurry. The composition hasn't been the greatest. He's not taking the same volume of photos that he used to take during an event. So, I've seen his artwork suffer"

157. Now, when Mr. Stinnett attempts to create any art—paper sculptures or otherwise—he experiences a profound sense of sadness and loss at his diminished capacity, and often cries uncontrollably.

158. Mr. Stinnett has also been unable to continue with his education at RMCAD. After taking a semester off following the attack, Mr. Stinnett attempted to return to RMCAD, enrolling in one class during the Spring 2019 term. Mr. Stinnett struggled to complete his assignments and was unable to keep up with the course. As a result, he withdrew from RMCAD and has lost his scholarship.

159. Mr. Stinnett's injuries have taken a severe toll on his artistic career, his personal relationships, and his well-being.

All Four TSOs Failed to Report the Assault

160. None of the four TSOs made any note of the incident in their shift logs, and they did not report the assault—or even the fact of Mr. Stinnett's injury—to anyone.

161. Sergeant Taggart's April 19-20 supervisory shift log includes entries for a "welfare check on bus" at 10:00 p.m., a "disorderly party" at midnight, the "complain[t] of leg pain" at 2:00 a.m., and another "disorderly party" at 6:00 a.m., but fails to mention Mr. Stinnett's assault or injuries.

162. Likewise, Officer Fougere's shift log for that night contains entries for "party needs assistance," "disorderly party", "chk for warrents [sic]", "welfare chk laying on ground", "leg pain" and "disorderly party refusing to leave," but fails to mention Mr. Stinnett.

163. The TSOs each coordinated with each other to make sure Mr. Stinnett's assault went unreported, or they each were confident that none of the other TSOs would report the incident, due to a widespread lack of accountability and a custom or practice of not reporting TSO misconduct.

164. As Officer Diaz later told investigators, it was “not the first time” that Officer Diaz was aware that TSO misconduct was thrown “under the rug.”

165. In an interview with investigators, Officer Diaz recalled that when a TSO was caught on camera selling illegal drugs, the incident was covered up and the offending TSO was not disciplined.

166. Regarding covering up TSO misconduct, Officer Diaz stated that “It’s not like it was anything out of the ordinary. We try to protect ourselves; we try to protect each other.”

RTD and Allied’s Deficient Internal Investigation

167. May 16, 2018, a friend of Mr. Stinnett’s made a post on Facebook that contained information about the assault from Mr. Stinnett’s perspective.

168. The Facebook post caught the attention of RTD and Allied, prompting an internal investigation.

169. At worst, the investigation was deliberately designed to cover up the truth. At best, it was so poorly designed as to be completely ineffective.

170. By May 17, 2018, at the direction of RTD, a TSO Lieutenant began collecting written statements from the TSOs who worked at Union Station the night of April 19-20.

171. TSOs were allowed to see the others’ written statements before completing their own.

172. None of the TSOs were interviewed about what had occurred.

173. Sergeant Taggart was put in charge of obtaining statements from his own subordinates, even though he was the shift supervisor that night and was likely a witness to, or otherwise involved with, the incident being investigated.

174. Unsurprisingly, the statements given by Sergeant Taggart and Officers Hunter, Fougere, and Diaz were substantially identical, attesting that they did not recall anything unusual or suspicious that happened on the night of Mr. Stinnett's assault.

175. Officer Fougere told investigators that the TSOs acted in concert to provide the identical statements, and that he was coerced into giving a false or misleading statement.

176. In particular, Officer Fougere told investigators that Sergeant Taggart and Officer Hunter gave him multiple statements and told him what his should look like, and then stood over his shoulder as he completed his statement.

177. The internal investigation reflects a widespread culture of lack of accountability among the TSOs, and a deliberate indifference on the part of RTD or Allied to properly supervise and discipline the TSOs.

178. As Officer Diaz later told investigators, "I didn't want to know. No one wanted to know. No one really wanted to deal with that."

The Denver Police Department Investigation

179. On May 17, 2018, Mr. Stinnett reported his assault to the police.

180. In his report to the police, Mr. Stinnett stated that Officer Hunter had hit him in the eye and nose with his fists.

181. When a DPD detective contacted RTD about the case, RTD was already familiar with the incident.

182. On May 28, 2018, Mr. Stinnett positively identified Officer Hunter as his assailant from a photographic lineup.

183. On May 30, 2018, surveillance video footage that substantiated Mr. Stinnett's version of events had been provided to DPD.

184. However, the surveillance footage from the cameras nearest the restroom had allegedly already been recorded over by RTD.

185. Additionally, the TSOs had turned the surveillance camera facing the restroom around for several minutes while Mr. Stinnett remained injured in the restroom.

186. By the end of the following week, Hunter, Diaz, and Taggart had all been arrested and charged with a variety of crimes.

187. On November 26, 2018, Officer Diaz pleaded guilty to misdemeanor assault in the third degree, C.R.S. § 18-3-204(1)(a), and felony accessory to crime, C.R.S. § 18-8-105(1),(5).

188. On December 7, 2018, Hunter pleaded guilty to felony menacing, C.R.S. § 18-3-206(1)(a)/(b).

189. On December 14, 2018, Taggart pleaded guilty to misdemeanor assault in the third degree, C.R.S. § 18-3-204(1)(a).

190. Officer Fougere was a cooperating witness in the police investigation and was not charged with a crime.

The Role of the RTD Transit Security Officers

191. RTD has its own Transit Police Department with a jurisdiction encompassing nearly 2,400 square miles.

192. At the time of Mr. Stinnett's assault, RTD's Transit Police Department consisted of the Chief of Police, one Deputy Chief, one Sergeant, five Patrol Officers and one K9.

193. At all times relevant to this complaint, RTD's Transit Police Officers did not work overnight shifts.

194. RTD's Transit Police Department lacked the staff and resources to adequately cover RTD's security and law enforcement needs.

195. Rather than hiring additional Transit Police Officers, RTD attempted to satisfy its security and law enforcement needs by contracting with Allied for the provision of armed RTD Transit Security Officers.

196. RTD's security team encompasses two security command centers (SCC) that employ 23 trained public safety dispatchers and managers, RTD's Transit Police Department, and more than 600 contracted police and uniformed TSOs.

197. RTD's security team is overwhelmingly comprised of TSOs. While there are only a handful of RTD Transit Police Officers, there are hundreds of TSOs.

198. RTD's current contract with Allied for TSOs began on December 7, 2012.

199. RTD selected Allied based in part on Allied's "experience in writing state statute tickets or citations into court for any violators such as fare enforcement, theft, vandalism, etc."

200. RTD charged the TSOs with a variety of responsibilities, including basic security functions, assisting RTD customers with questions, fare enforcement, as well as enforcement of RTD rules and regulations.

201. Among the RTD rules and regulations enforced by the TSOs is the RTD Code of Conduct.

202. The RTD Code of Conduct was promulgated by the RTD Board of Directors and Conduct sets out a series of rules regarding “Prohibited Conduct” on RTD property.

203. The conduct proscribed by the RTD Code of Conduct includes (1) occupying any facility for more than 2 hours in a 24-hour period and (2) failure to obey any directive from an RTD employee or representative related to RTD operations, among other violations.

204. The RTD Code of Conduct explicitly delegates enforcement authority to the TSOs and describes them as authorized RTD personnel.

205. The RTD Code of Conduct empowers TSOs to order any person to immediately exit an RTD property, and to issue suspensions of riding privileges.

206. The TSOs determine who can access RTD property and public transit services, and under what circumstances.

207. In custom and practice, RTD required the TSOs working overnight at Union Station to contact everyone in the bus concourse and find out their intent to be down there.

208. This practice resulted in over 200 contacts a night between TSOs and members of the public at Union Station.

209. An individual TSO at Union Station could routinely take part in 60 to 80 confrontations on any given night.

210. The most significant source of confrontations between TSOs and members of the public is enforcement of RTD’s prohibitions against sleeping and staying at an RTD facility for more than two hours.

211. In interviews with investigators, the TSOs exhibited profoundly negative attitudes towards the homeless community they encountered at Union Station.

212. Sergeant Taggart, bemoaned the “professional homeless” who “know the game.”

213. Referring to the homeless population who attempt to sleep at Union Station, Officer Diaz likened interacting with the homeless to “dealing with children” and characterized a sleeping homeless individual to “a man-baby who is mad because he doesn’t want to stay awake.”

214. Unsurprisingly, the TSOs targeted those they believed were homeless with additional scrutiny.

215. Officer Diaz suggested, for example, that “looking homeless” was a reason for the TSOs to contact someone.

216. The TSOs treated those they believed were homeless less favorably.

217. Officer Diaz described to investigators the TSOs’ practice of bending the rules for RTD patrons who did not appear to be homeless: “if you’re not homeless, we try to work with you a little better.”

218. RTD and Allied were both aware that the role of the TSOs—particularly those working overnight at Union Station—was very different from that of ordinary contract security guards and required additional training.

219. The RTD TSOs routinely dealt with the homeless community, alcoholics, drug users and mentally challenged patrons.

220. RTD TSOs also dealt with a volume of combative interactions with members of the public exceeding that of many law enforcement officers.

221. The TSOs working overnight at Union Station were routinely required to handle confrontations without relying on the Denver Police Department.

222. Thus, RTD and Allied knew that the TSOs required law enforcement training or experience in order to safely perform their job duties.

RTD Set Minimum Qualifications for and Approved the Hiring of Specific Transit Security Officers

223. RTD retained the final decision-making authority as to the hiring of any individual RTD Transit Security Officer.

224. RTD required Transit Security Officers to meet certain minimum requirements regarding background, experience, and health.

225. RTD TSOs routinely engage in interactions involving the use of force.

226. From 2009 to 2012, there were 200 incidents involving use of force on RTD property.

227. Thus, RTD's contract with Allied specified that the minimum qualifications for TSOs include significant law enforcement training and experience.

228. The original qualifications set in place in 2012 required that every TSO "be a graduate of a certified Federal, State, County, or local law enforcement training academy, military police patrol training program, or an equivalent . . . " and that they "have at least two (2) calendar years of full time experience as a certified civilian or military law enforcement officer assigned to patrol duties (not corrections)" or "three (3)

calendar years of active reserve police officer experience (minimum of 16 hours per month documented).”

229. In 2014, however, RTD and Allied amended and lowered these minimum qualifications in several significant ways.

230. The requirement that candidates with civilian law enforcement experience have obtained that experience “assigned to patrol duties (not corrections)” was eliminated, thereby enabling the hiring of corrections officers without any patrol experience.

231. The minimum amount of qualifying reserve police officer experience was lowered from 3 years to 2 years.

232. The most significant change to the minimum qualifications, however, was that RTD could now deem “any proposed officer’s background” to “constitute equivalent experience” to the required law enforcement training and experience.

233. This last change opened the door to the hiring—with RTD’s approval—of Transit Security Officers without any law enforcement training or experience whatsoever.

234. In practice, the job of RTD Transit Security Officer was advertised as one where no security experience was needed, let alone law enforcement experience.

235. Pursuant to RTD’s contract with Allied, TSO supervisors were required to meet additional qualifications beyond those for line officers, including “hav[ing] at least 2 years of full time supervision experience in which he or she supervised a minimum of 20 people in a security or law enforcement environment.”

RTD and Allied Routinely Hired Unqualified Transit Security Officers

236. After the 2014 amendments, RTD and Allied consistently hired TSOs with no law enforcement training or experience.

237. As a matter of custom or policy, RTD deemed any military service to constitute “equivalent experience” satisfying the law enforcement training and experience requirements.

238. Thus, RTD approved any prospective TSO candidate who had served in the military.

239. Sergeant Taggart, Officer Hunter, and Officer Diaz all did not meet RTD’s minimum standards regarding law enforcement and training.

240. Thus, as contemplated by the 2014 amendments to the RTD Contract, RTD waived its minimum standards and approved the hiring of each of these TSOs.

241. Before he was hired as a TSO in November 2016, Sergeant Taggart had never held a job for more than a year. His only previous law enforcement experience was a brief five-month stint at the Black Hawk Police Department, in Black Hawk Colorado, from February 1, 2014 to July 1, 2014.

242. Despite lacking the required two years of supervisory law enforcement experience, Sergeant Taggart was made a TSO supervisor.

243. Because Sergeant Taggart’s experience and background fell far short of the minimum requirements, his assignment as a TSO would only have been possible with the approval of RTD, upon a determination that Sergeant Taggart’s background constituted “equivalent experience.”

244. Officer Hunter began work as a TSO in November 2017.

245. He had answered an advertisement looking for “former law enforcement or military with combat experience” and was hired following an interview lasting approximately 20 to 30 minutes.

246. Because Officer Hunter had no law enforcement training or experience, his hiring as a TSO required RTD’s approval upon a determination that he possessed “equivalent experience.”

247. Officer Diaz also lacked any law enforcement training or experience when he began work as a TSO in September 2017.

248. Because Officer Diaz had no law enforcement training or experience, his hiring as a TSO required RTD’s approval upon a determination that he possessed “equivalent experience.”



Officer Diaz (left), Officer Hunter (center), and Sergeant Taggart (right) following their arrests.

RTD and Allied Failed to Adequately Train the TSOs

249. RTD and Allied were jointly responsible for the TSOs’ training.

250. RTD required that TSOs receive at least 40 hours of training from a “certified instructor” in the areas of “Public Relations / Customer Service,” “Verbal Judo,”

“Firearms Training & Qualification,” “Use of Force,” “FBI Arrest & Control Tactics,” “Report Writing,” and “State Law Governing Security Officer Authority.”

251. But beyond these broad topics, RTD did not specify the precise content of the training, nor the criteria for evaluating the officers.

252. RTD also required its Transit Security Officers to undergo “RTD specific training” including “Rail Safety & Operating procedures,” “Terrorism Awareness Training,” “Fare Inspection & Enforcement,” as well as a 32-hour-long “Field Training Program.”

253. TSOs working on RTD’s light rail were required to pass an RTD-administered test to demonstrate their proficiency with RTD systems, safety, policies, and procedures.

254. TSOs’ proficiency was not tested in the areas of de-escalation or use-of-force.

255. RTD and Allied recognized that de-escalation was an essential skill for TSOs assigned to work at Union Station.

256. Yet at the time of Mr. Stinnett’s assault, TSOs received as few as 6 hours of classroom training on use of force and de-escalation topics combined.

257. Officer Hunter’s training on de-escalation consisted of an approximately two-hour lecture on “Verbal Judo.”

258. Despite being required to receive 32 hours of field training, some TSOs received only two days’ worth of field training before they were put out on their own.

259. RTD and Allied management recognized that the TSOs lack of field training was “unacceptable and should not happen.”

260. TSOs were put on duty even if they were not ready for the job, simply because the allocated training time was up.

261. RTD and Allied management also recognized that many TSOs required more training, and that even 60 hours of field training was not necessarily enough to prepare them for the rigors of the job.

262. After the 2014 amendments loosened TSO hiring standards, a significant number of TSOs were hired that did not have any law enforcement training or experience.

263. The training RTD and Allied provided to the TSOs was designed for trainees who already possessed certified law enforcement training and at least two years' worth of law enforcement experience in a patrol setting—the minimum qualifications for TSOs until 2014.

264. In practice, TSOs relied heavily on their prior law enforcement training and experience in order to safely and professionally do their job.

265. After the 2014 amendments, RTD and Allied did not meaningfully change the training that was provided to TSOs to account for the fact that many TSO trainees lacked any prior law enforcement training or experience.

266. Officer Hunter stated to investigators that the training provided to TSOs “isn’t a lot, like not at all,” and that it was not “enough to do what they do.”

267. The training RTD and Allied provided to TSOs was wholly inadequate to prepare individuals without law enforcement training or experience for the job.

RTD and Allied Knew that TSOs' Qualifications and Use of Force Were a Significant Problem

268. In November 2015, a former TSO notified RTD Board member Claudia Folska of his concern about RTD and Allied's lowering of hiring standards, noting that the training received by TSOs was inadequate and that use-of-force incidents had dramatically increased.

269. Ms. Folska promised to investigate the matter, but never followed up.

270. In February 2016, two TSOs assaulted Joseph Duran, after the officers ordered Mr. Duran to leave RTD property following a dispute over a bus transfer.

271. Neither RTD nor Allied took any significant action to prevent another use-of-force incident from occurring.

272. Yet, RTD and Allied leadership were aware that use of force by TSOs was a persistent issue.

273. TSO command staff noted in October 2017 that "[u]se of Force as always is a concern" with TSOs.

274. TSO leadership was also aware that TSOs conducted illegal searches and seizures, physically took people off trains and buses, and engaged in unsafe practices such as chasing people.

275. TSO Commander Anthony Vargas noted that "[f]ar to [sic] often" TSOs had committed "false arrest, detainments etc.," as well as searches, and that the TSOs needed to "get back to what is legal in our capacity as security officers."

The TSOs Were State Actors

276. As described herein, RTD's security team was overwhelmingly comprised of TSOs.

277. RTD's SCC units answer all emergency and non-emergency phone calls relating to RTD's jurisdiction.

278. RTD SCC dispatchers handled more than 55,000 calls for service in 2019.

279. RTD dispatches TSOs to respond to the majority of incidents and calls for service.

280. RTD's TSOs are the primary first responders used by RTD to respond to calls and incidents.

281. The role of RTD's transit police is to assist in providing security and coverage for the TSOs.

282. RTD also provides assisting coverage for the TSOs with off-duty police officers from several other jurisdictions.

283. TSOs are essential personnel needed to keep RTD's rail lines running.

284. The TSOs enforced a variety of RTD policies and rules.

285. One of the functions of the TSOs was to conduct fare enforcement to ensure those using RTD services had paid the appropriate fare.

286. Fare enforcement by TSOs was mandated by the RTD Board of Directors.

287. Fare evasion on public transit is specifically prohibited by Colorado law. In particular, C.R.S. § 42-4-1416(3) provides that a transit fare violation is a "class B traffic infraction and is punishable by a fine of seventy-five dollars."

288. Colorado law authorizes a public transportation entity, such as RTD, to appoint or employ fare inspectors. See C.R.S. § 42-4-1416(4)(a). Such fare inspectors are "authorized to enforce the provisions of this section while acting within the scope of his or her authority and in the performance of his or her duties." *Id.* at § (4)(b).

289. RTD authorized TSOs to conduct fare inspections and fare enforcement under state law.

290. Pursuant to RTD policy, fare inspections can occur anywhere on RTD property, and at any time.

291. Under Colorado law, fare inspectors may issue citations “on behalf of the county in which the [offender] is located at the time the violation is discovered.” C.R.S. § 42-4-1416(4)(a).

292. Thus, the TSOs at Union Station were delegated authority under state law to issue citations for fare violations on behalf of Denver County.

293. In addition to enforcing RTD policy and state law, the TSOs were clothed with the authority of official RTD agents.

294. Explicit affiliation between RTD and its TSOs was both required by contract and reflected by the badges and insignia worn by the TSOs.

295. The TSOs were required to wear badges on their uniforms identifying themselves as a “RTD Transit Security Officer” and prominently displaying the RTD Logo in red.

296. By contrast, the badge submitted by Allied to the Denver Department of Excise and Licenses in connection with the company’s merchant guard licensing is clearly marked “PRIVATE SECURITY.”



The badge used by the TSOs (left) differed markedly from the badge submitted by Allied to the Denver Department of Excise and Licenses (right)

297. In addition to the TSO badges, the TSOs were also required to carry RTD badges whenever present on RTD property.

298. The TSOs used a variety of equipment provided by RTD.

299. RTD exercised substantial supervision and control over how the TSOs' work was performed, including by:

- a. Developing comprehensive post orders, which detailed the duties of TSOs at any particular location;
- b. Approving specific work shifts of the TSOs;
- c. Assigning TSOs to trains, buses and facilities;
- d. Maintaining final hiring authority over any TSO candidate;
- e. Approving the hiring of individual TSO candidates with experience and training alleged to be equivalent to law enforcement training and experience;
- f. Exercising authority over the removal of any TSO; and

g. Holding regular staff and sergeants' meetings.

300. RTD also issued policies specifying, with minute detail, how TSOs were to perform their work.

301. For example, in or around August 2018, RTD handed down a policy regarding the exact wording to be used by TSOs when requesting individuals' identification.

302. In practice RTD managed the TSOs as an appendage of RTD's Transit Police Department, integrating the TSOs' management structure underneath RTD's Chief and Deputy Chief of Transit Police.

303. RTD even provided official RTD email addresses to TSO supervisors, and allowed these to be used for official business.

304. In its communications with the public, RTD made little effort to disentangle the TSOs from RTD itself and treated them as though they were employees or agents of RTD.

305. RTD prominently advertised the safety of its transit network on its website and stated or implied that the TSOs worked for RTD.



An RTD advertisement prominently displaying the TSOs

306. RTD twice awarded its employee-of-the-month award to TSOs, in February 2017 and again in January 2019.

RTD Failed to Adequately Oversee the TSOs

307. In addition to RTD's entwinement with the TSOs, the RTD Contract provided formal mechanisms for RTD's oversight of the TSOs and Allied.

308. RTD had the ability to review any aspect of the TSO program as it saw fit.

309. In practice, RTD relied on Allied to self-report significant issues with the TSOs.

310. RTD did not track or investigate any complaints about TSOs.

311. RTD agreed that any complaints regarding TSOs would be passed on to Allied for investigation and disposition.

312. RTD did not conduct any formal audits of Allied or the TSO program.

313. RTD's oversight of Allied consisted solely of periodic requests for statistical information.

314. In 2019, Mr. Stinnett requested records from RTD regarding his assault, pursuant to the Colorado Open Records Act.

315. In response, RTD estimated it would cost over \$3.2 million to retrieve these records.

316. The exorbitant cost of retrieving these records demonstrates that RTD failed to maintain proper oversight over Allied and the TSO program. If RTD had properly overseen Allied, the requested records would have been readily available.

317. Following Mr. Stinnett's assault by Officer Hunter, Allied developed an Incident After-Action Plan in June 2018.

318. The Incident After-Action Plan identified several deficiencies with the TSO program including:

- a. A "culture of fear of reporting" of potential issues with TSOs;
- b. High turnover of TSOs;
- c. Training;
- d. The need to identify patterns and issues with respect to use-of-force; and
- e. TSOs' use of unauthorized equipment.

319. Through at least May 2019, however, RTD had received no information about, and was unaware of the status of the Incident After-Action Plan or any remedial steps taken by Allied in response to Mr. Stinnett's assault.

320. RTD's failure to obtain information from Allied regarding whether it would take any remedial steps following Mr. Stinnett's assault demonstrates RTD's failure to effectively oversee Allied and the TSO program.

321. Under RTD's contract with Allied, RTD could assess penalties against Allied in the event an issue arose with the TSOs' work performance.

322. In particular, the RTD Contract provided that, "for **every** occurrence that constitutes a state of non-performance, [Allied] **will** be liable to RTD [for liquidated damages]."

323. Despite the TSOs' assault of Mr. Stinnett, RTD did not assess any liquidated damages against Allied.

324. RTD's failure to assess any liquidated damages against Allied demonstrates RTD's endorsement of the TSOs' conduct.

325. RTD's contract with Allied provided that "Failure to provide supervision [of a TSO] **will** result in Contract termination." (emphasis added).

326. RTD did not terminate its contract with Allied following Mr. Stinnett's assault.

327. RTD's failure to terminate its contract with Allied demonstrates RTD's endorsement of Sergeant Taggart's supervision of Officer Hunter on the night of Mr. Stinnett's assault.

328. RTD had the ability to dispute any particular charge or invoice by Allied under its contract with Allied.

329. In an invoice for April 2018, Allied billed RTD for the time that Officer Hunter spent assaulting Mr. Stinnett, and for the time that Sergeant Taggart, Officer Diaz, and Officer Fougere spent aiding and abetting that assault.

330. RTD approved the payment of the invoice in full.

331. RTD's full payment for the time the TSOs spent assaulting Mr. Stinnett demonstrates RTD's endorsement the TSOs' conduct.

V. STATEMENT OF CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

**42 U.S.C. § 1983 – Fourth Amendment Excessive Force
Deliberately Indifferent Policies, Practices, or Customs
(Against Defendant RTD and Officer Hunter)**

332. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

333. At all times relevant to this claim, Officer Hunter was acting under the color of state law on behalf of RTD in his capacity as an RTD Transit Security Officer.

Officer Hunter's Unconstitutional Use of Force

334. Mr. Stinnett had a clearly established constitutional right under the Fourth Amendment to the United States Constitution to be secure in his person against unreasonable seizure through excessive force.

335. At all times relevant to this claim, it was clearly established that a state actor can use only the force a reasonable official would find necessary in light of the threat to the safety of him or herself or others.

336. Any reasonable official knew or should have known of these clearly established rights.

337. Officer Hunter engaged in force that was objectively unreasonable in light of the facts and circumstances confronting him, violating Mr. Stinnett's right to be free from excessive force.

338. Mr. Stinnett did not pose an actual and imminent threat of physical harm to any person when Officer Hunter assaulted Mr. Stinnett.

339. It was not objectively reasonable to assault Mr. Stinnett, who never made any threatening gestures towards the officers and who was simply waiting for his train.

340. Officer Hunter's decision to assault Mr. Stinnett was objectively unreasonable.

341. To the extent that Officer Hunter reasonably felt danger of serious physical harm, he created the need for force in this incident through his own reckless, deliberate conduct that immediately preceded his use of excessive force.

342. Having threatened to fight Mr. Stinnett in the restroom, Officer Hunter was responsible for any danger the situation presented.

343. Officer Hunter's actions, as described herein, were undertaken intentionally, maliciously, willfully, wantonly, and/or in reckless disregard of Mr. Stinnett's federally-protected rights.

344. Officer Hunter engaged in the acts and omissions described herein pursuant to the customs, policies, procedures, and practices of Defendant RTD, which failed to adequately screen, train, and supervise TSOs; provided deficient and inadequate security services; and encouraged, tolerated, and ratified the use of excessive force and deprivation of constitutionally-protected interests by TSOs.

RTD's Failure to Adequately Screen

345. RTD deliberately pursued a policy of lowering of TSO hiring standards, such that TSOs without any law enforcement training or experience were routinely hired.

346. RTD was responsible for establishing the minimum qualifications for TSO candidates.

347. RTD recognized that the position of RTD Transit Security Officer required law enforcement experience and training.

348. Despite knowing and recognizing that TSOs required law enforcement training and experience, RTD deliberately permitted individuals with no law enforcement training to be hired as TSOs.

349. RTD deliberately adopted a policy whereby military veterans were deemed to have satisfied the law enforcement training and experience requirements needed to become an RTD Transit Security Officer.

350. RTD's deliberate policy decisions resulted in the routine hiring of TSOs who were unqualified for the position.

351. RTD's failures to ensure RTD Transit Officers were adequately qualified amounted to deliberate indifference to the risk that the TSOs would pose a danger to the public by using excessive force or failing to de-escalate a confrontation—including in obviously recurring situations faced by TSOs, such as when they need to confront a person to enforce RTD's policies—and that a violation of constitutional rights would follow.

352. Adequate scrutiny of RTD's hiring policies would have led a reasonable policymaker to conclude that it was obvious that hiring employees with no law enforcement training or experience would lead to the use of excessive force and violations of the Fourth and Fourteenth Amendments.

353. RTD could and should have pursued reasonable methods of screening and/or qualifying TSO candidates.

354. Had RTD adequately screened TSO candidates, Mr. Stinnett would not have been assaulted.

RTD's Failure to Adequately Train

355. RTD specified the training that TSOs received and was responsible for ensuring the training was adequate.

356. At the same time that it loosened TSO hiring standards, RTD deliberately failed to increase or otherwise adjust the training requirements for TSOs to account for new hires' lack of previous law enforcement experience and training.

357. Defendant RTD's policies, customs, and practices, and failure to properly train TSOs included the failure to adequately train TSOs on avoiding the reckless and deliberate use of force, or the reckless and deliberate creation of circumstances necessitating the use of force.

358. Defendant RTD's policies, customs, and practices, and failure to properly train TSOs included the failure to adequately train TSOs on de-escalation of encounters.

359. Defendant RTD's policies, customs, and practices, and failure to properly train TSOs included the failure to provide additional training on use of force and de-escalation to TSOs without any prior law enforcement training or experience.

360. RTD's failure to ensure RTD Transit Officers were adequately trained amounted to deliberate indifference to the risk that the TSOs would pose a danger to the public by using excessive force or failing to de-escalate a confrontation—including in obviously recurring situations faced by TSOs, such as when they need to confront a

person to enforce RTD's policies—and that a violation of constitutional rights would follow.

361. Adequate scrutiny of RTD's training policies would have led a reasonable policymaker to conclude that it was obvious that hiring TSOs with no law enforcement training or experience, and then providing them with inadequate training on use of force and de-escalation, would lead to the use of excessive force and violations of the Fourth and Fourteenth Amendments.

362. RTD could and should have pursued reasonable standards for the TSOs' training.

363. Had RTD ensured the TSOs were adequately trained, they would not have assaulted Mr. Stinnett.

RTD's Failure to Adequately Supervise and Oversee the TSOs

364. Defendant RTD's policies, customs, and practices, included the failure to properly supervise, oversee, and/or discipline TSOs.

365. Defendant RTD deliberately pursued a policy, custom, and/or practice of failing to oversee the TSO program by routing all complaints about TSOs to Allied, failing to investigate use-of-force complaints, failing to track TSOs' use of force, and relying solely on Allied to report and address issues with the TSOs.

366. Defendant RTD's policies, customs, and practices, and failure to properly supervise, oversee, and/or discipline TSOs included the failure to discipline, supervise, or provide additional training to Officer Hunter, even though it was known to his supervisor that he had previously threatened other members of the public with violence.

367. The TSOs' coordinated attempt to cover up Mr. Stinnett's assault by failing to report it internally and by providing false or misleading statements, as well as RTD's deficient internal investigation, reflects a widespread custom or culture of lack of accountability within RTD and the TSO program, and a custom or practice of not reporting TSO misconduct.

368. The widespread custom or culture of lack of accountability within RTD and the TSO program, and custom or practice of not reporting TSO misconduct emboldened Officer Hunter and the other TSOs in their conduct toward Mr. Stinnett.

369. RTD was deliberately indifferent to the obvious risk that inadequately-supervised and unaccountable TSOs would pose a danger to the public, and that a violation of constitutional rights would follow.

370. RTD could and should have pursued reasonable methods of supervising and overseeing the TSOs.

371. Had RTD adequately supervised and overseen the TSOs, Mr. Stinnett would not have been assaulted.

RTD Pursued a Policy of Providing Deficient and Inadequate Security

372. As described herein, RTD pursued a deliberate policy of providing deficient and inadequate security services.

373. RTD's approval of the hiring of untrained and inexperienced TSOs, coupled with RTD's failure to ensure these TSOs were adequately trained, as well as its lax oversight and supervision over the TSOs, combined to create a policy or custom of providing deficient security services at its facilities.

374. RTD made the deliberate policy choice to systematically outsource core governmental law enforcement and security functions on RTD property—which would more properly be performed by RTD Transit Police—to a cohort of under-trained, under-qualified, inexperienced, and poorly-supervised TSOs.

375. RTD's policy of providing deficient and inadequate security personnel amounted to deliberate indifference to the risk that reliance on under-trained, under-qualified, inexperienced, and poorly-supervised armed guards could pose a danger to the public, and that a violation of constitutional rights could follow.

376. RTD could and should have pursued reasonable methods of providing security at its facilities.

377. Had RTD provided adequate security at its facilities, Mr. Stinnett would not have been assaulted.

RTD Has Ratified the TSOs' Conduct

378. As described herein, Defendant RTD has ratified the conduct of Defendants Sergeant Taggart, Officer Hunter, Officer Diaz and Officer Fougere by fully paying for the time they spent violating Mr. Stinnett's rights and injuring him, by failing to assess any penalty against Allied, by continuing to contract with Allied, and by failing to ensure appropriate remedial actions were taken following Mr. Stinnett's assault.

379. The constitutional violations against, and harm to, Mr. Stinnett was a foreseeable consequence of Defendant RTD's actions and omissions.

380. Defendant RTD's policies, customs, and/or practices and failure to properly screen, train and oversee or supervise TSOs, including Defendant Officer

Hunter, were the moving force and proximate cause of the violation of Mr. Stinnett's constitutional rights.

381. Defendant RTD's actions and omissions as described herein deprived Mr. Stinnett of the rights, privileges, liberties, and immunities secured by the Constitution of the United States of America and caused him actual physical, economic, and emotional injuries in amounts to be determined at trial.

SECOND CLAIM FOR RELIEF

**42 U.S.C. § 1983 – Fourteenth Amendment Substantive Due Process
Deliberately Indifferent Policies, Practices, or Customs
(Against Defendant RTD and Officer Hunter)**

382. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

383. At all times relevant to this claim, Officer Hunter was acting under the color of state law on behalf of RTD in his capacity as an RTD Transit Security Officer.

384. Officer Hunter's conduct, as described herein, intended to injure Mr. Stinnett in a way unjustifiable by any government interest.

385. Officer Hunter's conduct, as described herein, deprived Mr. Stinnett of his fundamental right to bodily integrity.

386. Officer Hunter's conduct, as described herein, shocks the conscience.

387. Officer Hunter's actions, as described herein, were undertaken intentionally, maliciously, willfully, wantonly, and/or in reckless disregard of Mr. Stinnett's federally-protected rights.

388. Officer Hunter engaged in the acts and omissions described herein pursuant to the customs, policies, procedures, and practices of Defendant RTD.

389. As described herein, Defendant RTD pursued policies, customs, and practices whereby it failed to adequately screen, train, oversee or supervise TSOs; provided deficient and inadequate security services; and encouraged, tolerated, and ratified the use of excessive force and deprivation of constitutionally-protected interests by TSOs.

390. The constitutional violations against, and harm to, Mr. Stinnett was a foreseeable consequence of Defendant RTD's actions and omissions.

391. Defendant RTD's policies, customs, and/or practices and failure to properly screen, train and oversee or supervise TSOs, including Defendant Officer Hunter, were the moving force and proximate cause of the violation of Mr. Stinnett's constitutional rights.

392. Defendant RTD's actions and omissions as described herein deprived Mr. Stinnett of the rights, privileges, liberties, and immunities secured by the Constitution of the United States of America and caused him actual physical, economic, and emotional injuries in amounts to be determined at trial.

THIRD CLAIM FOR RELIEF

**42 U.S.C. § 1983 – Race Discrimination in Violation of 42 U.S.C. § 1981
Deliberately Indifferent Policies, Practices, or Customs
(Against Defendant RTD, Sergeant Taggart, Officer Hunter, Officer Diaz, and
Officer Fougere)**

393. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

394. At all times relevant to this claim, Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere were acting under the color of state law on behalf of Defendant RTD in their capacity as TSOs.

395. Mr. Stinnett is a black man.

396. At all times relevant to this claim, Mr. Stinnett was an RTD passholder, which entitled him to certain benefits pursuant to his contract with RTD.

397. Mr. Stinnett was attempting to exercise his right to the enjoyment of all benefits, privileges, terms, and conditions of being a passholder that are afforded to white RTD patrons.

398. Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere deliberately targeted and confronted Mr. Stinnett on the basis of his race.

399. If Mr. Stinnett were white, he would not have been confronted by the TSOs.

400. The TSOs' conduct prevented Mr. Stinnett from enjoying the benefits, privileges, terms, and conditions of being a passholder that are afforded to white RTD patrons.

401. Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere engaged in the acts and omissions described herein pursuant to the customs, policies, procedures, and practices of Defendant RTD.

402. At all times relevant to this claim, Defendant RTD failed to properly train its TSOs in the areas of non-discrimination and racial sensitivity.

403. At the same time, RTD deliberately pursued a policy prohibiting RTD patrons from waiting at its facilities for more than two hours, sleeping, or engaging in other behavior RTD deemed undesirable.

404. RTD deliberately pursued a policy of using TSOs to remove the homeless and racial minorities from RTD facilities.

405. By custom, policy, or practice, the RTD targeted racial minorities, including black persons, for greater scrutiny by the TSOs.

406. RTD was deliberately indifferent to the risk that its policies and failure to train TSOs would result in the deliberately targeting of RTD patrons on the basis of their race and in the denial of their federally-protected rights.

407. The discriminatory conduct of the TSOs was a foreseeable consequence of Defendant RTD's actions and omissions.

408. Defendant RTD's policies, customs, and/or practices and failure to properly train TSOs were the moving force and proximate cause of the violation of Mr. Stinnett's federally-protected rights.

409. Defendant RTD's actions and omissions as described herein deprived Plaintiff of his federally-protected rights and caused him damages in an amount to be determined at trial.

FOURTH CLAIM FOR RELIEF
42 U.S.C. § 1981 – Race Discrimination
(Against Defendant Allied)

410. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

411. As described herein, Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere deliberately and maliciously targeted and confronted Mr. Stinnett on the basis of his race, depriving him of his federally-protected rights.

412. The conduct of Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere prevented Mr. Stinnett from enjoying the benefits, privileges, terms, and conditions of being a passholder that are afforded to white RTD patrons.

413. An employment or agency relationship existed between Defendant Allied and Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere.

414. The conduct of Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere described herein was within the scope of their employment with Defendant Allied.

415. Defendant Allied is vicariously liable for the conduct of Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere.

416. The acts and omissions of Defendants Sergeant Taggart, Officer Hunter, Officer Diaz, and Officer Fougere, as described herein, were undertaken intentionally, maliciously, willfully, wantonly, and/or in reckless disregard of Mr. Stinnett's federally-protected rights.

417. As a proximate result of the conduct of Defendants Sergeant Taggart, Officer Diaz, and Officer Fougere, Mr. Stinnett has suffered actual physical, economic, and emotional injuries in amounts to be determined at trial.

FIFTH CLAIM FOR RELIEF
Negligent Hiring
(Against Defendant Allied)

418. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

419. An employment or agency relationship existed between Defendant Allied and Officer Hunter.

420. Defendant Allied owed a duty to exercise reasonable care in its hiring.

421. Given the law-enforcement-like nature of the TSOs' duties, the degree and frequency of their contact with members of the public, and the risk of harm to the public,

Defendant Allied was under a duty to conduct a reasonable investigation into TSO candidates' fitness and affirmatively screen candidates for their psychological fitness for the job.

422. Defendant Allied breached its duty of reasonable care in hiring Officer Hunter.

423. Defendant Allied made no effort to reasonably screen Officer Hunter for violent, aggressive propensities or otherwise evaluate his psychological fitness for the job, even though his duties included extensive, unceasing interpersonal conflict in a law enforcement setting, as well as the regular use of force to physically detain suspected criminals.

424. Defendant Allied deliberately advertised the position of TSO as one where no experience is required.

425. Defendant Allied hired Officer Hunter after a brief 20 to 30 minute interview.

426. Had Defendant Allied taken reasonable steps to affirmatively screen candidates for violent and aggressive tendencies, it would have discovered Officer Hunter's unsuitability for the job.

427. As a proximate result of Defendant Allied's conduct, Mr. Stinnett has suffered actual physical, economic, and emotional injuries in amounts to be determined at trial.

428. The injuries Mr. Stinnett sustained were attended by circumstances of fraud, malice, or willful and wanton conduct.

SIXTH CLAIM FOR RELIEF
Negligent Supervision or Retention
(Against Defendant Allied)

429. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

430. Defendant Allied had a duty to supervise Officer Hunter and take reasonable steps to insure against foreseeable harm.

431. Defendant Allied designated Sergeant Taggart as Officer Hunter's supervisor and manager.

432. Sergeant Taggart's knowledge of Officer Hunter is attributable to Defendant Allied.

433. Sergeant Taggart stated, under penalty of perjury, that on several prior occasions he had observed Officer Hunter threaten members of the public or challenge them to fight.

434. Defendant Allied knew or reasonably should have known that Officer Hunter was aggressive, had violent tendencies, and posed a risk of harm to members of the public.

435. Defendant Allied breached its duty of care by continuing to retain Officer Hunter in spite of the risk.

436. Sergeant Taggart witnessed Officer's Hunter's aggressive behavior and threats of violence towards Mr. Stinnett moments prior to his assault and was in a position to prevent the harm from occurring by properly supervising Officer Hunter.

437. Instead, Sergeant Taggart took no steps to prevent Officer Hunter from carrying out his threat of violence.

438. Sergeant Taggart's failure to act constitutes a breach on the part of Defendant Allied of its duty to supervise Officer Hunter.

439. Had Defendant Allied taken appropriate steps to supervise Officer Hunter, Mr. Stinnett would not have been assaulted.

440. As a proximate result of Defendant Allied's conduct, Mr. Stinnett has suffered actual physical, economic, and emotional injuries in amounts to be determined at trial.

441. The injuries Mr. Stinnett sustained were attended by circumstances of fraud, malice, or willful and wanton conduct.

SEVENTH CLAIM FOR RELIEF
Negligent Training
(Against Defendant Allied)

442. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

443. Defendant Allied had a duty to ensure TSOs were properly trained.

444. Defendant Allied failed to ensure TSOs were properly trained on use of force and de-escalation techniques.

445. Defendant Allied failed to provide additional training for TSO candidates who lacked any law enforcement training or experience.

446. Defendant Allied knew or should have known that it was releasing TSOs for duty with insufficient training.

447. Had the TSOs had sufficient training in use of force and de-escalation, they would not have assaulted Mr. Stinnett, or abetted his assault.

448. As a proximate result of Defendant Allied's conduct, Mr. Stinnett has suffered actual physical, economic, and emotional injuries in amounts to be determined at trial.

449. The injuries Mr. Stinnett sustained were attended by circumstances of fraud, malice, or willful and wanton conduct.

EIGHTH CLAIM FOR RELIEF
Negligent Failure to Summon Medical Aid
(Against Defendant Allied)

450. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.

451. Defendant Allied had a duty to call for medical aid or otherwise mitigate the harm inflicted on Mr. Stinnett as a result of his assault by Officer Hunter.

452. Through its agents and employees, Defendant Allied knew or should have known that that Mr. Stinnett was injured and required medical attention.

453. Through its agents and employees, Defendant Allied breached its duty to call an ambulance for Mr. Stinnett.

454. Mr. Stinnett's injuries were caused or made more severe by the resulting delay in his receiving medical attention.

455. As a proximate result of Defendant Allied's conduct, Mr. Stinnett has suffered actual physical, economic, and emotional injuries in amounts to be determined at trial.

456. The injuries Mr. Stinnett sustained were attended by circumstances of fraud, malice, or willful and wanton conduct.

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) Punitive or exemplary damages on all claims allowed by law and in an amount to be determined at trial;
- (f) Attorneys' fees and the costs associated with this action, including expert witness fees, on all claims allowed by law;
- (g) Pre- and post-judgment interest at the appropriate lawful rate; and
- (h) 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.

RATHOD | MOHAMEDBHAI LLC

s/ Felipe Bohnet-Gomez

Felipe Bohnet-Gomez

Qusair Mohamedbhai

Siddhartha H. Rathod

Matthew J. Cron

2701 Lawrence Street, Suite 100

Denver, Colorado 80205

(303) 578-4400 (p)

(303) 578-4401 (f)

fbg@rmlawyers.com

qm@rmlawyers.com

sr@rmlawyers.com

mc@rmlawyers.com