

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): J. Kevin Morrison (SBN 160531) and Joshua D. White (SBN 246164) Jones Clifford, LLP 1390 Market Street, Suite 1200 San Francisco, CA 94102 TELEPHONE NO: (415) 431-5310 FAX NO. (Optional): (415) 431-2266 E-MAIL ADDRESS (Optional): kmorrison@jonesclifford.com ATTORNEY FOR (Name): Plaintiffs Danielle Lefiti, et al.	FOR COURT USE ONLY <i>No Summons Issued</i> <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> Superior Court of California County of San Francisco <div style="font-size: 1.2em;">SEP 12 2017</div> <div style="font-weight: bold;">CLERK OF THE COURT</div> BY: <i>[Signature]</i> <div style="text-align: right;">Deputy Clerk</div> <div style="font-weight: bold; font-size: 1.1em;">BOWMAN LW</div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center Courthouse	
PLAINTIFF: Danielle Lefiti, Dionicio Domingo, Aidan Domingo, by and through his Guardian Ad Litem, Danielle Lefiti, and Estate of Michael Lefiti DEFENDANT: United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and <input checked="" type="checkbox"/> DOES 1 TO 50	
COMPLAINT—Personal Injury, Property Damage, Wrongful Death <input type="checkbox"/> AMENDED (Number): Type (check all that apply): <input type="checkbox"/> MOTOR VEHICLE <input checked="" type="checkbox"/> OTHER (specify): General Negligence, Premises Liability, Survival Action <input type="checkbox"/> Property Damage <input checked="" type="checkbox"/> Wrongful Death <input type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other Damages (specify): Prejudgment Interest	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">CGC-17-561236</div>

1. **Plaintiff (name or names):** Danielle Lefiti, Dionicio Domingo, Aidan Domingo, by and through his Guardian Ad Litem, Danielle Lefiti, and Estate of Michael Lefiti
alleges causes of action against defendant (name or names): United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and Does 1 to 50
2. This pleading, including attachments and exhibits, consists of the following number of pages: 14
3. Each plaintiff named above is a competent adult
 - a. ☒ **except plaintiff (name):** Aidan Domingo
 - (1) ☐ a corporation qualified to do business in California
 - (2) ☐ an unincorporated entity (describe):
 - (3) ☐ a public entity (describe):
 - (4) ☒ a minor ☐ an adult
 - (a) ☒ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
 - (5) ☐ other (specify):
 - b. ☒ **except plaintiff (name):** Estate of Michael Lefiti
 - (1) ☐ a corporation qualified to do business in California
 - (2) ☐ an unincorporated entity (describe):
 - (3) ☐ a public entity (describe):
 - (4) ☐ a minor ☐ an adult
 - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
 - (5) ☒ **other (specify):** by and through Danielle Lefiti, successor-in-interest pursuant to Code of Civil Procedure §377.20

☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

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4. ☐ Plaintiff (*name*):
is doing business under the fictitious name (*specify*):

and has complied with the fictitious business name laws.
5. Each defendant named above is a natural person
- a. ☒ **except** defendant (*name*): United Parcel Services, Inc.c. ☒ **except** defendant (*name*): Valacal, Co.
- (1) ☐ a business organization, form unknown (1) ☒ a business organization, form unknown
(2) ☒ a corporation (2) ☐ a corporation
(3) ☐ an unincorporated entity (*describe*): (3) ☐ an unincorporated entity (*describe*):

(4) ☐ a public entity (*describe*): (4) ☐ a public entity (*describe*):
(5) ☐ other (*specify*): (5) ☐ other (*specify*):
- b. ☒ **except** defendant (*name*): Universal Protection Service, LPd. ☐ **except** defendant (*name*):
- (1) ☒ a business organization, form unknown (1) ☐ a business organization, form unknown
(2) ☐ a corporation (2) ☐ a corporation
(3) ☐ an unincorporated entity (*describe*): (3) ☐ an unincorporated entity (*describe*):

(4) ☐ a public entity (*describe*): (4) ☐ a public entity (*describe*):
(5) ☐ other (*specify*): (5) ☐ other (*specify*):
- ☐ Information about additional defendants who are not natural persons is contained in Attachment 5.
6. The true names of defendants sued as Does are unknown to plaintiff.
- a. ☒ Doe defendants (*specify Doe numbers*): 30 - 50 were the agents or employees of other named defendants and acted within the scope of that agency or employment.
- b. ☒ Doe defendants (*specify Doe numbers*): 1 - 50 are persons whose capacities are unknown to plaintiff.
7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (*names*):
8. This court is the proper court because
- a. ☐ at least one defendant now resides in its jurisdictional area.
b. ☐ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.
c. ☒ injury to person or damage to personal property occurred in its jurisdictional area.
d. ☐ other (*specify*):
9. ☐ Plaintiff is required to comply with a claims statute, and
- a. ☐ has complied with applicable claims statutes, or
b. ☐ is excused from complying because (*specify*):

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10. The following causes of action are attached and the statements above apply to each (*each complaint must have one or more causes of action attached*):

- a. ☐ Motor Vehicle
- b. ☒ General Negligence
- c. ☐ Intentional Tort
- d. ☐ Products Liability
- e. ☒ Premises Liability
- f. ☒ Other (*specify*):
Survival Action

11. Plaintiff has suffered

- a. ☐ wage loss
- b. ☐ loss of use of property
- c. ☒ hospital and medical expenses
- d. ☒ general damage
- e. ☐ property damage
- f. ☐ loss of earning capacity
- g. ☒ other damage (*specify*):

Prejudgment interest pursuant to Civil Code Sections 3288 and/or 3291.

12. ☒ The damages claimed for wrongful death and the relationships of plaintiff to the deceased are

- a. ☒ listed in Attachment 12.
- b. ☐ as follows:

13. The relief sought in this complaint is within the jurisdiction of this court.

14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. (1) ☒ compensatory damages
- (2) ☐ punitive damages

The amount of damages is (*in cases for personal injury or wrongful death, you must check (1)*):

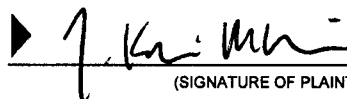
- (1) ☒ according to proof
- (2) ☐ in the amount of: \$

15. ☒ The paragraphs of this complaint alleged on information and belief are as follows (*specify paragraph numbers*):
All

Date: September 12, 2017

J. Kevin Morrison

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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Attachment 12 – Wrongful Death Damages

Plaintiffs DANIELLE LEFITI, DIONICIO DOMINGO, and AIDAN DOMINGO by and through his Guardian Ad Litem DANIELLE LEFITI, by reason of the incident, and of the negligence and carelessness of defendants, and each of them, have been deprived and will continue to be deprived of a kind and loving husband and father, and of his love, companionship, comfort, care, assistance, protection, affection, society, moral support, training and guidance, all to their damage in a sum in excess of the minimum jurisdictional limits of this Court.

Plaintiffs DANIELLE LEFITI, DIONICIO DOMINGO, and AIDAN DOMINGO by and through his Guardian Ad Litem DANIELLE LEFITI, by reason of the incident, and of the negligence and carelessness of defendants, and each of them, have sustained and will continue to sustain economic damages representing the past and future loss of financial support, gifts, benefits, and household services that their husband and father, Decedent MICHAEL LEFITI, would have provided. The exact amount of such losses are presently unknown to Plaintiffs, but exceed the minimum jurisdictional limits of this court, who therefore pray for leave to insert such elements when the same have finally been determined.

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FIRST

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CAUSE OF ACTION—General NegligencePage 5ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): Danielle Lefiti, Dionicio Domingo, Aidan Domingo, by and through his Guardian Ad Litem, Danielle Lefiti, and Estate of Michael Lefiti
 alleges that defendant (name): United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and

☒ Does 1 to 50

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): June 14, 2017

at (place): UPS Facility - 320 San Bruno Avenue, San Francisco, CA 94103

(description of reasons for liability):

See Attachment GN-1

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Attachment GN-1

Defendants, and each of them, owned, leased, occupied, operated, managed, supervised, and/or controlled a United Parcel Service, Inc. ("UPS") distribution facility located at 320 San Bruno Avenue, San Francisco, CA 94103 ("Subject Premises"). Defendant Universal Protection Service, LP, dba Allied Universal Security Services ("ALLIED UNIVERSAL") contracted and/or agreed to provide security services and working metal detection systems at the Subject Premises, which included, but was not limited to, monitoring safe and secure access to the Subject Premises, providing working metal detection systems and monitoring the metal detection systems at the Subject Premises that UPS's customers, invitees, and employees were required to pass through to access the Subject Premises.

As a result of the negligence, carelessness, and/or recklessness of Defendants, and each of them, on June 14, 2017, UPS employee Jimmy Chanh Lam ("LAM") was allowed to enter the Subject Premises after passing through a metal detection system monitored by Defendant ALLIED UNIVERSAL at an entrance to the Subject Premises that was controlled by Defendants UPS, Valacal Co. ("VALACAL"), ALLIED UNIVERSAL, and DOES 1 through 30. When LAM passed through the metal detection system, he was carrying or possessing firearms and ammunition, the presence of which set off the alarm(s) of the metal detection system monitored by Defendant ALLIED UNIVERSAL. After LAM passed through the metal detection system and set off the alarm(s) of the metal detection system, Defendants ALLIED UNIVERSAL, and DOES 1 through 50, negligently, carelessly and/or recklessly allowed LAM to enter the Subject Premises. Once LAM had entered the Subject Premises, LAM proceeded to fatally shoot Decedent Michael Lefiti and two others. Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, owed a duty of reasonable care toward UPS's customers, invitees, and employees to provide safe and secure access to the Subject Premises and properly functioning metal detection systems at the Subject Premises.

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Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, breached said duty in that they negligently, carelessly and/or recklessly failed to properly operate, maintain, repair, inspect, and/or service the metal detection systems at the Subject Premises, thereby creating a risk of injury to Decedent Michael Lefiti and others at the Subject Premises.

The negligence, carelessness, and/or recklessness of Defendants, and each of them, were the legal (proximate) cause and a substantial factor in the death of Michael Lefiti. If Defendants, and each of them, had not previously authorized and/or condoned persons who were in possession of weapons, including firearms and ammunition, to access the Subject Premises, and had prevented LAM from entering the Subject Premises on the date of the shooting incident after passing through a metal detection system with guns and ammunition which set off the alarm(s) of the metal detection system, Decedent Michael Lefiti would not have been shot and killed. Defendants, and each of them, unreasonably increased the risks to Michael Lefiti and others over and above those inherent in working as a driver for UPS by authorizing and/or condoning weapons, including firearms and ammunition, to be brought onto the Subject Premises. The negligence, carelessness, and/or recklessness of Defendants, and each of them, were a substantial factor in causing the death of Michael Lefiti and the damages to Plaintiffs, and each of them.

UPS's employees previously complained about the safety of the workplace at UPS because of the presence of weapons, including firearms and ammunition, and because of the presence of unauthorized individuals being allowed to enter the Subject Premises. At the time of the subject shooting incident, UPS knew or, through the exercise of reasonable care, should have known, that the Subject Premises was not a safe and secure workplace, and that because of the presence of weapons, including firearms and ammunition, and because of the presence of unauthorized individuals being allowed to enter the Subject Premises, UPS's customers, invitees, and employees were unnecessarily exposed to an increased risk of harm and/or injury. Plaintiffs, by filing this

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1 complaint hereby reiterate those complaints and/or concerns for their ongoing safety, and the
2 safety of UPS's customers, invitees, and employees.

3 Defendants UPS, DOES 1 through 50, and each of them, negligently, carelessly and/or recklessly
4 investigated, researched, hired, employed, contracted, retained, supervised, controlled, instructed,
5 and/or trained LAM. Defendants UPS, DOES 1 through 50, and each of them, knew or should
6 have known that because of LAM's previous conduct he posed a serious risk of injury to himself
7 and others. If Defendants UPS, DOES 1 through 50, and each of them had not failed to properly
8 investigate, research, hire, employ, contract, retain, supervise, control, instruct, and/or train LAM,
9 LAM would not have been allowed to enter the Subject Premises on the date of the subject shooting
10 incident, and Decedent Michael Lefiti would not have been shot and killed. The negligence,
11 carelessness and/or recklessness of Defendants UPS, DOES 1 through 50, and each of them, was
12 the legal (proximate) cause of the death of Decedent Michael Lefiti and damages to Plaintiffs.

13 Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, negligently, carelessly
14 and/or recklessly investigated, researched, hired, employed, leased, contracted, retained,
15 supervised, controlled, instructed, and trained the security guards who worked at the Subject
16 Premises. If Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them had not
17 failed to properly investigate, research, hire, employ, contract, retain, supervise, control, instruct,
18 and/or train the security guards who worked at the Subject Premises, and specifically the security
19 guard posted at the entrance on the date of the subject shooting incident through which LAM
20 entered the Subject Premises, LAM would not have been allowed to enter the Subject Premises on
21 the date of the subject shooting incident, and Decedent Michael Lefiti would not have been shot
22 and killed. The negligence, carelessness and/or recklessness of Defendants ALLIED
23 UNIVERSAL, DOES 1 through 50, and each of them, was the legal (proximate) cause of the death
24 of Decedent Michael Lefiti and damages to Plaintiffs.

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At all times relevant herein, Defendants, and each of them, were the agent, partner, joint venturer, alter ego, successor in interest, representative, servant, lessee, licensee, employee and/or co-conspirator of each of the other Defendants, and were at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of Defendants, and each of them, and each Defendant authorized, condoned and/or ratified the conduct of all other Defendants, and were at all times mentioned herein acting within the course and scope of said agency and employment, joint venture, authority, authorization, and/or ratification. Each of the members of the joint venture and the joint venture itself, are responsible for the wrongful conduct of a member acting in furtherance of the venture.

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SECOND **CAUSE OF ACTION—Premises Liability** Page 10
(number)

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint
(Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name) Danielle Lefiti, Dionicio Domingo, Aidan Domingo, by and through his Guardian Ad Litem, Danielle Lefiti, and Estate of Michael Lefiti alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.

On (date): June 14, 2017 plaintiff was injured on the following premises in the following

fashion (description of premises and circumstances of injury):

See Attachment Prem.L-1

Prem.L-2. ☒ **Count One—Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were (names): United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and

☒ Does 1 to 30

Prem.L-3. ☐ **Count Two—Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names):

☐ Does _____ to _____

Plaintiff, a recreational user, was ☐ an invited guest ☐ a paying guest.

Prem.L-4. ☐ **Count Three—Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were (names):

☐ Does _____ to _____

a. ☐ The defendant public entity had ☐ actual ☐ constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.

b. ☐ The condition was created by employees of the defendant public entity.

Prem.L-5. a. ☒ **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names): United Parcel Service, Inc., Universal Protection Service, LP (dba Allied Universal Security Services), Valacal, Co., and

☒ Does 30 to 50

b. ☒ The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are ☐ described in attachment Prem.L-5.b ☒ as follows (names): Plaintiffs are informed and believe and thereon allege that Defendants DOES 1 - 50 are negligently or otherwise responsible in some manner for the occurrences herein alleged and Plaintiffs' damages were legally caused by their conduct.

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Attachment Prem.L-1

Defendants, and each of them, owned, leased, occupied, operated, managed, supervised, and/or controlled a United Parcel Service, Inc. ("UPS") distribution facility located at 320 San Bruno Avenue, San Francisco, CA 94103 ("Subject Premises"). Defendant Universal Protection Service, LP dba Allied Universal Security Services ("ALLIED UNIVERSAL") contracted and/or agreed to provide security services and working metal detection systems at the Subject Premises, which included, but was not limited to, monitoring safe and secure access to the Subject Premises, providing working metal detection systems and monitoring the metal detection systems at the Subject Premises that UPS's customers, invitees, and employees were required to pass through to access the Subject Premises.

On June 14, 2017, UPS employee Jimmy Chanh Lam ("LAM") was allowed to enter the Subject Premises after passing through a metal detection system monitored by Defendant ALLIED UNIVERSAL at an entrance to the Subject Premises that was controlled by Defendants UPS, Valacal Co. ("VALACAL"), ALLIED UNIVERSAL, and DOES 1 through 30. When LAM passed through the metal detection system, he was carrying or possessing firearms and ammunition, the presence of which set off the alarm(s) of the metal detection system monitored by Defendant ALLIED UNIVERSAL. After LAM passed through the metal detection system and set off the alarm(s) of the metal detection system, Defendants ALLIED UNIVERSAL, and DOES 1 through 50, negligently, carelessly and/or recklessly allowed LAM to enter the Subject Premises. Once LAM had entered the Subject Premises, LAM proceeded to fatally shoot Decedent Michael Lefiti and two others.

Defendants, and each of them, owed a duty of reasonable care toward Decedent Michael Lefiti, Plaintiffs, and others to prevent persons from gaining access to the Subject Premises who were in possession of weapons, including firearms and ammunition. Defendants, and each of them, were negligent, careless and/or reckless in the use, monitoring and/or control of the Subject Premises because they failed to monitor, control, prevent, notify, and/or warn others of potentially dangerous

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1 access to the Subject Premises by Lam and others, who were in possession of firearms and
2 ammunition, thereby creating a risk of injury or death to UPS' customers, invitees, and employees
3 accessing the Subject Premises, all of which was a substantial factor in causing the death of
4 Decedent Michael Lefiti and the damages and the harm to Plaintiffs.

5 At the time of the subject shooting incident, Defendants knew or, through the exercise of
6 reasonable care, should have known, that they had authorized and/or condoned persons to gain
7 access to the Subject Premises who were in possession of weapons, including firearms and
8 ammunition, thereby creating an unsafe and dangerous condition at the Subject Premises. Despite
9 their ratification, knowledge, permission, encouragement, authorization, and/or consent of this
10 unsafe condition, Defendants failed to correct it, protect against its harm, or give adequate warning
11 of the condition to UPS' customers, invitees, and employees, including Decedent Michael Lefiti.
12 Had Defendants, and each of them, corrected the unsafe condition, prevented persons in possession
13 of weapons, including firearms and ammunition, from accessing the Subject Premises, or given
14 adequate warning of the condition to UPS' customers, invitees, and employees, Decedent Michael
15 Lefiti would not have been shot and killed. Defendants' negligence was a substantial factor in
16 causing the death of Decedent Michael Lefiti and damages to Plaintiffs.

17 UPS's employees previously complained about the safety of the workplace at UPS because of the
18 presence of weapons, including firearms and ammunition, and because of the presence of
19 unauthorized individuals being allowed to enter the Subject Premises. At the time of the subject
20 shooting incident, UPS knew or, through the exercise of reasonable care, should have known, that
21 the Subject Premises was not a safe and secure workplace, and that because of the presence of
22 weapons, including firearms and ammunition, and because of the presence of unauthorized
23 individuals being allowed to enter the Subject Premises, UPS's customers, invitees, and employees
24 were unnecessarily exposed to an increased risk of harm and/or injury. Plaintiffs, by filing this
25 complaint hereby reiterate those concerns for their ongoing safety, and the safety of UPS's
26 customers, invitees, and employees.
27

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Defendants ALLIED UNIVERSAL, DOES 1 through 50, and each of them, contracted and/or agreed to provide security services and working metal detection systems at the Subject Premises, which included, but was not limited to, monitoring safe and secure access to the Subject Premises, providing working metal detection systems and monitoring metal detection systems at the Subject Premises that UPS customers, invitees, and employees were required to pass through to access the Subject Premises. By voluntarily contracting and/or agreeing to these undertakings, Defendant ALLIED UNIVERSAL had a duty to exercise reasonable care in monitoring safe and secure access to the Subject Premises, providing working metal detection systems and monitoring metal detection systems at the Subject Premises. UPS's customers, invitees, and employees, including Decedent Michael Lefiti, reasonably relied upon Defendant ALLIED UNIVERSAL to monitor safe and secure access to the Subject Premises, to provide working metal detection systems and monitor the metal detection systems at the Subject Premises. Defendant ALLIED UNIVERSAL negligently, carelessly and/or recklessly allowed LAM to enter the Subject Premises and shoot and kill Decedent Michael Lefiti. Defendants' negligence was a substantial factor in causing the death of Decedent Michael Lefiti and damages to Plaintiffs.

At all times relevant herein, Defendants, and each of them, were the agent, partner, joint venturer, alter ego, successor in interest, representative, servant, lessee, licensee, employee and/or co-conspirator of each of the other Defendants, and were at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of Defendants, and each of them, and each Defendant authorized, condoned and/or ratified the conduct of all other Defendants, and were at all times mentioned herein acting within the course and scope of said agency and employment, joint venture, authority, authorization, and/or ratification. Each of the members of the joint venture and the joint venture itself, are responsible for the wrongful conduct of a member acting in furtherance of the venture.

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THIRD CAUSE OF ACTION

Survival Action

Plaintiff ESTATE OF MICHAEL LEFITI, by and through Danielle Lefiti, his successor-in-interest pursuant to Code of Civil Procedure § 377.20, complains of the defendants, and each of them, and alleges as follows:

1. Plaintiff refers to all of the allegations contained in the First and Second Causes of Action, and by such reference, incorporates the same herein as though fully re-alleged and set for herein in detail.
2. By reason of the subject shooting incident, MICHAEL LEFITI was compelled to and did employ the services of paramedics and other health care providers, for medical treatment and care, and did incur medical expenses prior to his death, in a sum according to proof at trial. The exact amount of such expenses and losses are presently unknown to Plaintiff, who therefore prays leave to insert such elements when the same have been finally determined.

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