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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

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| CLAUDIA ALVAREZ<br><br>Plaintiff,<br><br>vs.<br><br>GREYHOUND LINES, INC.; FIRST GROUP AMERICA, INC.; ANTHONY DEVONTE WILLIAMS, an individual, and DOES 1 to 50, Inclusive,<br><br>Defendants. | Case No.:<br><br>**COMPLAINT FOR DAMAGES**<br><br>**1. Negligence**<br>**2. Battery**<br>**3. Assault**<br>**4. Intentional Infliction of Emotional Distress**<br>**5. Negligent Hiring, Supervision, Training, and/or Retention** |

**COMES NOW**, the Plaintiff, CLAUDIA ALVAREZ, of and for her causes of action against Defendants, and each of them, complains and alleges as follows:

## JURISDICTION AND VENUE

1. Jurisdiction and venue in this county and division are proper because the events giving rise to the following causes of action occurred in Kern County, State of California.

2. Further, the relief sought through this Complaint is within the jurisdiction of this Court because the damages Plaintiff alleges exceed $25,000.00.

**PARTIES**

3. Upon information and belief, Defendant, Greyhound Lines, Inc. (hereinafter, "Defendant Greyhound"), a private corporation, organized and existing under the laws of the State of Delaware, with its principal place of business at 600 Vine Street, Suite 1400, Cincinnati, Ohio, is and was at all times herein mentioned, doing business in the State of California, as a common carrier transporting members of the general public.

4. Upon information and belief, Defendant, First Group America, Inc. (hereinafter, "Defendant First Group"), a private corporation, organized and existing under the laws of the State of Delaware, with its principal place of business at 600 Vine Street, Cincinnati, Ohio, is and was at all times herein mentioned, doing business in the State of California, as a common carrier transporting members of the general public.

5. Plaintiff, Claudia Alvarez (hereinafter, "Plaintiff"), a passenger on Defendants' bus on February 3, 2020, is and was at all times herein mentioned, an individual, residing in the State of California.

6. Upon information and belief, Defendant Anthony Devonte Williams (hereinafter, "Defendant Williams"), a passenger on Defendant's bus on February 3, 2020, is and was at all relevant times herein mentioned, an individual residing in the State of California.

7. The true names and capacities, whether individual, plural, corporate, partnership, associate, or otherwise, of Defendants DOES 1 through 50, inclusive, and each of them, are unknown to Plaintiff at this time, who, therefore, sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereupon alleges that each of the Defendants fictitiously named herein as a DOE is legally responsible, negligently or in some other actionable manner, for the events and happenings hereinafter referred to and that the acts and omissions of said Defendants were the legal

cause of the injury to Plaintiff and the resulting injury and damages to Plaintiff as hereinafter alleged. Plaintiff will amend this Complaint to assert the true names and/or capacities of such fictitiously named Defendants when the same have been ascertained.

8. Plaintiff is informed and believes and thereupon alleges that, at all times mentioned herein, each of the defendants sued in this complaint, whether by their actual name or fictitious name, was the agent, alter ego, servant, employee, successor-in-interest and/or joint venturer of each other and of his or her or its co-defendants and was acting within the purpose, course, scope and authority of their agency, service, employment, successor-in-interest and/or joint venture. Each of the defendants, whether referred to by his or her or its actual name or fictitious name, when acting as a principal was negligent in the selection and hiring and retention of each and every other co-defendant as an agent, servant, employee, successor-in-interest and/or joint venture and furthermore expressly directed, consented to, approved, affirmed and ratified each and every action taken by the co-defendants.

9. All of the acts, conduct and nonfeasance herein carried out by each and every representative, employee or agent of each and every corporate business Defendant, was authorized, ordered and directed by their respective Defendant's corporate or business employers, officers, directors and/or managing agents; that in addition thereto, said corporate or business employers, officers, directors and/or managing agents had advance knowledge of, authorized and participated in the herein described acts, conduct and nonfeasance of their representatives, employees, agents and each of them; and that in addition thereto, upon the completion of aforesaid acts, conduct and nonfeasance of the employees and agents, the aforesaid corporate and business employers, officers, directors, and/or managing agents, respectively ratified, accepted the benefits of, condoned and approved of each and all said acts, conduct or nonfeasance of their co-employees, employees and agents.

## FACT ALLEGATIONS

**(Common to All Causes of Action)**

10. On information and belief, Plaintiff alleges that Defendants Greyhound, Defendant First Group and DOES 1-50, inclusive, and each of them, serving thousands of destinations and millions of passengers each year in the United States, Canada, and Mexico, is one of the largest providers of intercity bus transportation in North America, and, as such, responsible for the independence and safety of countless individuals who choose to – or simply must – rely on its services in order to travel.

11. On information and belief, Plaintiff alleges that Defendant Greyhound, Defendant First Group, are private entities charging the public for fixed-route transportation to thousands of destinations across North America since 1914, is and was at all times herein mentioned, engaged as a common carrier in the business of transporting members of the general public who are often strangers to one another.

12. At all times mentioned herein, Defendants Greyhound, Defendant First Group, its employees and/or agents, and DOES 1-50, inclusive, and each of them, owned, operated, maintained, inspected, and controlled a bus (hereinafter, the "subject bus") carrying 42 passengers, including Plaintiff and Defendant Williams, from Los Angeles to San Francisco-Oakland at approximately 1:30 a.m. on February 3, 2020.

13. Plaintiff is informed, believes, and thereupon alleges, that, at all times mentioned herein, Defendants Greyhound, Defendant First Group and DOES 1-50, inclusive, and each of them: (1) knew how Defendant Greyhound and Defendant First Group buses are vulnerable to outbreaks of passenger violence; (2) knew violence had occurred on Defendant Greyhound and Defendant First Group buses and/or along that same Los Angeles to San Francisco-Oakland bus route in the past; and (3) knew that one violent passenger on any of Defendants' buses presents a risk of imminent harm to others, and especially to those on board the subject bus.

14. By scheduling and running a known dangerous and hours-long route during the late night-early morning hours from Los Angeles to San Francisco-Oakland (with

intermediate stops), Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, heightened the already-existing, inherent, and foreseeable risk for common carrier buses that any one of its passengers was violent and/or intent on leveraging characteristics of the subject carrier to commit a violent come. The subject bus, in particular, was over-crowded, noisy, poorly managed, and carelessly maintained; moreover, Defendants, Greyhound and DOES 1-50, inclusive, and each of them, unilaterally charged just one driver with the responsibility and undertaking of safely transporting large groups of the general public. Despite charging their drivers with this responsibility, Defendants, Greyhound and DOES 1-50, inclusive, and each of them, failed to train, authorize or allow its drivers to control, patrol, aid, regulate, or guard the bus or passengers in any meaningful way, for instance, by ordering unruly and disruptive passengers to leave the bus based on such behaviors and by adequately screening and assessing passengers before allowing them on their buses.

15. Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, placed and entrusted the responsibility for safe carriage of each of its 42 passengers on the subject bus, including Plaintiff, with the driver of the subject bus, whose identity as an individual is currently unknown but whom Plaintiff refers to herein as DOE Defendant driver. Upon information and belief, Plaintiff alleges DOE Defendant driver is and was at all times operating the subject bus on February 3, 2020, in his full capacity as an employee and/or agent for Defendants, Greyhound and DOES 1-50, inclusive, and each of them, and under the full course and scope of that agency and/or employment.

16. Each of the 42 bus passengers on February 3, 2020 and at all times herein mentioned were dependent and reasonably relying on DOE Defendant driver, acting in his actual and apparent authority as the only agent and/or employee of Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, aboard the bus, to detect any reasonably foreseeable dangers and threats to the common carrier or its passengers, summon help, and/or facilitate a means of escape for passengers in

situations where their safety and wellbeing are being threatened by a disruptive, unruly, and dangerous passenger.

17. Plaintiff is informed and believes, and thereon alleges, that at all times herein, that DOE Defendant driver, acting for the benefit of and/or at the direction of his employer Defendant, Greyhound, First Group, DOES 1-50, inclusive, and each of them, and with the knowledge that passengers like Plaintiff were relying on Defendant, Greyhound, First Group, DOES 1-50 and DOE Defendant driver's services to safely transport them to their destination, allowed Defendant Williams, who was carrying a gun, to nonetheless board the subject bus with a firearm and while clearly exhibiting behavior indicative of his being under the influence of drugs and/or alcohol. From the time that he boarded the subject bus, Defendant, Williams, was disruptive and irritable; talking incoherently; mumbling expletives; arguing with passengers while looking for an empty seat and, at one point, upon being told by an unknown passenger to quiet down, threatening that passenger with words such as "just wait until we get to the station."

18. Defendants, Greyhound, First Group and DOES 1-50, and each of them, failed to recognize the threat of imminent harm Defendant Williams presented to passengers on the subject bus and, upon information and belief, allowed him to board the subject bus and did nothing to ensure he was not a threat to the safety and well-being of its other passengers, including Plaintiff. Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, did not adequately screen Defendant Williams before allowing him to board the subject bus, did not demand Defendant Williams stop bothering passengers; did not question or speak to Defendant Williams; did not screen Defendant Williams for weapons; did not assess Defendant Williams for possible intoxicants; did not ask him to step off the bus at any point; did not ask for his driver's license or other identification, all in spite of the disruption and hostility Defendant Williams was creating at 1:30 am on a bus route that was dark and empty.

19. Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, knew or should have known the fixed route from Los Angeles to the Bay area

also gave disruptive passengers the time and ability to escalate any dangerous situation while at the same time leaving other passengers with limited-to-no means to protect themselves from such danger. Still, Defendants, Greyhound and DOES 1-50, inclusive, and each of them, had no meaningful or thoughtful response to the situation and risk to passengers presented by Defendant Williams and so took no precautions whatsoever to guard against the actions of Defendant Williams on board the subject bus. Within one (1) hour after leaving the Los Angeles station on the subject bus, Defendant Williams, using the gun that he had carried with him since boarding, opened fire on this fellow passengers, shooting and injuring five (5) of them, including Plaintiff, who suffered traumatic physical injuries and is now paralyzed.

20. Plaintiff is informed, believes, and thereupon alleges that, even after Defendant Williams fired several rounds at passengers, DOE Defendant driver, remained totally unaware of what had occurred and continued driving the subject bus as if nothing happened, eventually pulling over onto the Interstate shoulder because he believed the gunshot noises had, in fact, come from the subject bus's engine. Other passengers managed to disarm and eject Defendant Williams from the bus, and it was only when the traumatized passengers began screaming at DOE Defendant driver to drive away did he finally realize the situation and act to move the passengers away from the danger presented by the now-ejected Defendant Williams.

21. Defendants Greyhound, First Group and DOES 1-50, and each of them, in general knew that its employees and/or agents, including DOE Defendant driver on the day of this incident, were inadequately trained, inadequately managed, careless, reckless, unprepared, and/or ill-equipped to handle safety concerns such that they could not be reasonably trusted to keep passengers from violence aboard their buses. Specifically, Defendants Greyhound, First Group and DOES 1-50, and each of them, knew that asking a single driver such as DOE Defendant driver to be, simultaneously, the only agent or employee of Defendants Greyhound, First Group and DOES 1-50 on board the subject bus charged not only the responsibility to detect and de-escalating dangerous situations

involving disruptive and violent passengers on board their buses while at the same time maintaining safe control over the bus was a duty beyond their reasonable abilities to perform. Defendants Greyhound, First Group and DOES 1-50 could not reasonably have expected, given the inadequate training and supervision provided to their drivers, that one single agent and/or employee, such as DOE Defendant driver, to meet so many significant and specialized demands, especially on a middle-of-the-night, Los Angeles to San Francisco/Oakland route known to be frequented by disruptive and violent passengers. Compounding the problem of running this dangerous route in the middle of the night, Defendants Greyhound, First Group and DOES 1-50, and each of them, failed to train and/or inadequately trained its bus drivers, including DOE Defendant driver, in any and all reasonably available safety protocols and had no adequate safety equipment on board.

22. Plaintiff is informed, believes and thereupon alleges that as of February 3, 2020, Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, had options available to them, and the means to reasonably ensure the safety of passengers, without compromising the bus drivers and their ability to safely operate the bus. Plaintiff is informed, believes and thereupon alleges that Defendant, Greyhound, First Group and DOES 1-50, had significant prior notice of criminal assaults on its buses and could have and should have upgraded the overall safety of its buses and its operators (at least those like the subject bus traveling dangerous routes in the middle of the night). Instead, Defendants chose to maintain major shortcomings on board, even while individual acts of violence in North America were pervasive through the illegal use of guns on planes, trains, buses, schools, and public places.

23. Plaintiff is informed and believes, and thereupon also alleges that, despite Defendants Greyhound, First Group and DOES 1-50's ever-increasing sales, at all times herein, the subject bus which DOE Defendant driver operated on February 3, 2020, had zero (0) adequate safety measures installed to guard against either external or internal threats and/or acts of violence against passengers; although plenty of safety measures

were, and for years prior had been, available to common carriers like Defendant, Greyhound, First Group and DOES 1-50 and Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, could have invested in any one of them, including: an on-board security guard; a bus driver protection shield; stationary or hand-held metal detectors to screen oncoming passengers for weapons; physical security enhancements such as, for instance, surveillance equipment or a wireless transmitter coupled with a standard industry GPS device to facilitate instant communication with police officers and other authorities who would be providing aid and/or their employees, if violence occurs on board.

24. Plaintiff is informed and believes, and thereupon alleges that any one of the precautionary measures listed above and others were available to Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, at the time and reasonably would have prevented the harm that befell Plaintiff aboard the subject bus on February 3, 2020. Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, never had the true ambition, however, and more importantly, never acted to prioritize the lives of its passengers, including Plaintiff's, over profit, failing at every opportunity to install modern, effective, safety equipment available to common carriers and/or to implement reasonable safety policies and train pertinent employees in safety equipment and/or set standard measures to protect the growing number of their passengers, and to meet the corresponding rising standards for safety aboard common carriers.

**FIRST CAUSE OF ACTION**

**(Negligence against Defendant Greyhound Lines, Inc., First Group America, Inc., and DOES 1-50)**

25. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 24, inclusive of this Complaint.

26. Defendant, Greyhound, First Group, its agents and employees, and DOES 1-50, inclusive, each of them, owned, operated, leased, rented, promoted, patrolled, secured, built, constructed, developed, planned, designed, maintained, inspected, repaired, managed, serviced, and/or otherwise controlled the subject bus, for the provision of safe transportation services to the general public.

27. A common carrier of persons for hire, Defendant, Greyhound, First Group, DOES 1-50, and its agents and employees, including DOE Defendant driver, owed a duty to use the utmost care and diligence for its passengers' safe carriage, including the recognized duty to protect them from assaults by fellow passengers.

28. The special nature of the relationship between a common carrier and its passengers imposes a heightened duty because the characteristics of buses are such that they are well-known to be conducive to outbreaks of violence between passengers, and at the same time, significantly limit the means by which passengers can protect themselves. Specifically, Greyhound, First Group and DOES 1-50, bus passengers, such as those on the subject bus, experience bus conditions that are crowded, noisy, uncomfortable, and as alleged herein, even dangerous and Defendant, Greyhound, First Group and DOES 1-50 effectively seal their passengers in a moving steel cocoon with total strangers to maintain very close physical contact with one another. The driver of the Greyhound and First Group buses exclusively control the means of entering and exiting and, if trouble arises, passengers are wholly dependent upon the driver to summon help or provide an escape.

29. Defendant, Greyhound, First Group, its agents and/or employees, DOES 1-50, and each of them, knew or should have known that taking precautionary measures to ensure that none its passengers on the subject bus on February 3, 2020, were armed, dangerous, or otherwise presented a threat of imminent physical harm to anyone on board, was a service necessary to accomplish its ultimate business purpose: the safe carriage of all passengers, including Plaintiff, through all pre-destined stops and to their final destination. Plaintiff reasonably relied on Defendant, Greyhound, First Group and

DOES 1-50, to see that she received safe transportation to her destination, upon buying a ticket for Defendant Greyhound, First Group and DOES 1-50's bus line and thereafter boarding Greyhound, First Group and DOES 1-50's bus.

30. Defendant, Greyhound, First Group and DOES 1-50, inclusive, and each of them, despite Plaintiff's reasonable reliance, breached their duty to Plaintiff by failing to exercise the utmost care and diligence reasonably possible to render transportation services, in that Defendant, Greyhound, First Group and DOES 1-50, each of them, failed to: (1) give all passengers, including Defendant Williams and Plaintiff, a reasonable degree of attention pre-boarding screening and attention; (2) warn passengers, including Plaintiff, of known dangers that existed in the type of transportation they operated; (3) provide a safe vehicle fit for the duties it is set to perform; (4) protect passengers, including Plaintiff, from harm by another passenger, including the intentional act of violence by Defendant Williams; (5) screen and ensure proper training for their employees, including DOE Defendant driver; and (6) treat passengers, including Plaintiff, with civility.

31. Defendant, Greyhound, First Group and DOES 1-50, inclusive, and each of them, failed to fully or reasonably perform its requested service to passengers and essentially abandoned its passengers, including Plaintiff, leaving them to somehow defend against Defendant Williams' violent assault, despite knowing the degree to which Greyhound and First Group passengers, including Plaintiff, were unable to flee and the dangers that the then-existing condition of the subject bus posed by lacking any safety protocols, equipment and/or measures while traveling a dangerous route on a secluded Interstate freeway at a dark and deserted hour early in the morning.

32. The failure of Defendant, Greyhound, First Group and DOES 1-50, inclusive, and each of them, to exercise the utmost care and diligence in seeing that Plaintiff received safe transportation was a substantial factor in causing Plaintiff's physical harm because Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, knew all passengers, including Plaintiff, were in such a position which left them helpless to escape the subject bus without the driver and in peril from the lack of any

other safety measures on board, to prevent, eliminate, or mitigate, the foreseeable risk of danger and violence by other passengers.

33. The failure of Defendant, Greyhound, First Group and DOES 1-50, inclusive, and each of them, to exercise the utmost and diligent care added to Plaintiff's risk of harm in that DOE Defendant driver carelessly allowed violent, armed, and intoxicated Defendant Williams to board the bus, even though the risk Defendant Williams presented to Defendant Greyhound, First Group and DOES 1-50's passengers was, or should have been, so obvious from the moment he arrived at the station. Defendant, Greyhound, First Group and DOES 1-50, failed to oversee the safety of passengers in their interactions, despite having observed Williams' hostile demeanor, and failed to act, whatsoever, to prevent the harm which was imminent to the five (5) passengers Defendant Williams shot, including Plaintiff.

34. As a legal, direct, and proximate result of the aforementioned conduct of Defendant, Greyhound, First Group and DOES 1-50, inclusive, and each of them, Plaintiff was injured and hurt in her health, strength and activity, sustaining serious injuries to her body, including a spine injury rendering her a paraplegic, and shock and injury to her nervous system and person, all of which have caused and continue to cause Plaintiff great physical and mental pain and suffering. Plaintiff is further informed and believes, and thereon alleges, that said injuries will result in permanent disability to her, all to her general damage in an amount which will be stated according to proof, pursuant to California Code of Civil Procedure section 425.10.

35. As a legal, direct, and proximate result of the aforementioned conduct of Defendant, Greyhound, First Group and DOES 1-50, inclusive, and each of them, Plaintiff was prevented from attending her usual and custom activity as a student. Plaintiff is informed and believes, and thereupon alleges, that she will be prevented from attending her occupation in the future, and thereby she will also sustain a loss of earning capacity and loss of opportunity, in addition to lost earnings, past, present and future, according to proof, pursuant to California Code of Civil Procedure, section 425.10.

36. As a legal, direct and proximate result of the aforementioned conduct of Defendant, Greyhound, First Group and DOES 1-50, inclusive, and each of them, Plaintiff was compelled to and did employ the services of hospitals, physicians, surgeons, nurses, physical therapists, home care specialists, and the like, to care for her and treat each of her injuries, and did incur hospital, medical, professional, and incidental expenses, and Plaintiff is informed and believes, and thereon alleges, that by reason of each of her injuries, she will necessarily incur additional like expenses for an indefinite period of time in the future, the exact amount of which expenses will be stated according to proof, pursuant to California Code of Civil Procedure, section 425.10.

**SECOND CAUSE OF ACTION**

**(Battery Against Defendant Anthony Devonte Williams and DOES 1-50)**

37. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 36, inclusive of this Complaint.

38. At all times relevant hereto, Defendant Williams was a passenger aboard the subject bus when he acted with the intent to make harmful and offensive contact with Plaintiff's person, in violation of California Penal Code section 664/187, Attempted Murder.

39. Pursuant to Defendant Williams' intention to make a harmful and offensive contact with Plaintiff's person, Defendant Williams did in fact bring himself into offensive, unwelcome, harmful, and life-altering contact with Plaintiff, as described above.

40. At all relevant times, Plaintiff found Defendant Williams' contact with her person to be offensive to her person and dignity. Such conduct was extreme and outrageous and would be deemed highly offensive to a reasonable person. At no time did Plaintiff consent to any of Defendant Williams' acts and actions.

41. As a result of Defendant Williams'' acts as alleged above, Plaintiff was shot aboard the subject bus on February 3, 2020 and experienced offensive contact with her person.

42. As a direct and proximate result of Defendant Williams' unlawful conduct as alleged above, Plaintiff has suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional distress and anxiety, economic harm and other consequential damages, all in an amount exceeding the jurisdictional minimum of the Superior Court according to proof at trial.

43. Defendant Williams' aforementioned conduct was willful, wanton, and malicious, in violation of the law pursuant to the California Penal Code. At all relevant times, Defendant acted with conscious disregard of the Plaintiff's rights and feelings. Defendant also acted with the knowledge of or with reckless disregard for the fact that his conduct was certain to cause injury and/or emotional distress and humiliation to the Plaintiff. Plaintiff is further informed and believes that Defendant Williams intended to cause fear, physical injury and/or pain and suffering to the Plaintiff. By virtue of the foregoing, the Plaintiff is entitled to recover punitive and exemplary damages from Defendant Williams according to proof at trial.

**THIRD CAUSE OF ACTION**

**(Assault Against Defendant Anthony Devonte Williams and DOES 1-50)**

44. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 43, inclusive of this Complaint.

45. As alleged above, Defendant Williams' conduct aboard the subject bus on February 3, 2020 was an assault on passengers, including Plaintiff. Specifically, upon boarding the subject bus, Defendant Williams threatened passengers, including Plaintiff, with imminent harm, stating "just wait until we get to the station" and displaying hostile behavior before otherwise flashing the gun he brought aboard with him to intimidate the passengers, including Plaintiff, intending to cause Plaintiff apprehension of an imminent harmful and offensive contact with her person.

46. Before opening fire, Defendant Williams threatened other passengers on the bus, including Plaintiff, threatened to touch or attack them in a harmful or an offensive manner. It reasonably appeared to Plaintiff that Defendant Williams was about to carry out the threat of violence against her and she was placed in great apprehension of imminent harmful and offensive contact with her person. As Defendant Williams began firing his gun at fellow passengers on the subject bus, his intention was to cause harmful or offensive contact. Plaintiff reasonably believed that she was about to be touched or struck by a bullet in a harmful or an offensive manner and was placed in great apprehension of imminent harmful and offensive contact with her person.

47. Plaintiff did not consent to Defendant Williams' conduct, Plaintiff was harmed by this conduct, and Defendant Williams's conduct was a substantial factor in causing Plaintiff's harm. As a result of Defendant's acts as herein alleged, passengers aboard the subject bus, including Plaintiff, were, in fact, placed in great apprehension of imminent harmful and offensive contact with their person.

48. In performing the acts as alleged herein, Defendant Williams acted with the intent of making a harmful contact with Plaintiff's person. At no time did Plaintiff consent to any of the acts by Defendant Williams.

49. As a direct and proximate result of Defendant Williams' unlawful conduct as alleged above, Plaintiff has suffered physical injury, humiliation, embarrassment, mental and emotional distress and anxiety, and economic harm, all in an amount exceeding the jurisdictional minimum of the Superior Court according to proof at trial.

50. Defendant Williams' aforementioned conduct was willful, wanton, and malicious, in violation of the law pursuant to the California Penal Code. At all relevant times, Defendant acted with conscious disregard of the Plaintiff's rights and feelings. Defendant also acted with the knowledge of or with reckless disregard for the fact that his conduct was certain to cause injury and/or emotional distress and humiliation to the Plaintiff. Plaintiff is further informed and believes that Defendant Williams intended to cause fear, physical injury and/or pain and suffering to the Plaintiff. By virtue of the

foregoing, the Plaintiff is entitled to recover punitive and exemplary damages from Defendant Williams according to proof at trial.

**FOURTH CAUSE OF ACTION**

**(Intentional Infliction of Emotional Distress**

**Against Defendant Williams and DOES 1-50)**

51. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 24, 37 through 43, and 44 through 50, inclusive of this Complaint.

52. By engaging in the acts alleged in this Complaint, Defendant Williams and DOES 1-50, inclusive, and each of them, willfully, intentionally, and in violation of law, opened fire on a moving bus full of passengers, including Plaintiff, intending to cause them physical harm.

53. Defendant acted in violation of California Penal Code section 664/187, Attempted Murder, and engaged with Greyhound and First Group passengers, including Plaintiff, with the realization that death or serious injury would result, as Defendant boarded the subject Greyhound bus armed with a loaded gun, on a dark, secluded and desolate bus line route, with full knowledge that firing the gun on board would almost certainly result in death or serious injury to passengers, including Plaintiff, who were on board the moving bus with limited ability to protect themselves and nowhere to run or hide.

54. Defendant knew or should have known that his conduct aboard the subject bus on February 3, 2020, created a risk of imminent danger and did, in fact, cause that risk to materialize in the form of life-altering injuries to Plaintiff.

55. Defendant Williams' intentional, reckless, and negligent acts legally caused Plaintiff's damages as alleged herein and were a substantial factor in causing Plaintiff's severe emotional distress.

56. Defendant William's conduct was extreme and outrageous in that he acted with reckless disregard for Plaintiff's rights and feelings, and with deliberate indifference

to the certainty that Plaintiff would suffer severe physical injury and emotional distress; repeatedly shooting at Plaintiff. Defendant Williams, battered and assaulted her and almost took her life, leaving her in a debilitating physical condition.

57. As a direct and proximate result of Defendant Williams's actions, Plaintiff has suffered and will continue to suffer severe mental anguish, humiliation, pain, severe emotional distress and physical distress. The general and special damages suffered by Plaintiff as a proximate result of the wrongful actions of the Defendants exceed the jurisdictional minimum of the Superior Court.

58. Defendant Williams' aforementioned conduct was willful, wanton, and malicious, in violation of the law. At all relevant times, Defendant acted with conscious disregard of the Plaintiff's rights and feelings. Defendant also acted with the knowledge of or with reckless disregard for the fact that his conduct was certain to cause injury and/or emotional distress and humiliation to the Plaintiff. Plaintiff is further informed and believes that Defendant Williams intended to cause fear, physical injury and/or pain and suffering to the Plaintiff. By virtue of the foregoing, the Plaintiff is entitled to recover punitive and exemplary damages from Defendant Williams according to proof at trial.

**FIFTH CAUSE OF ACTION**

**(Negligent Hiring, Supervision, Training, and/or Retention Against Defendant GREYHOUND LINES, INC., FIRST GROUP AMERICA, INC., and DOES 1-50)**

59. Plaintiff realleges and incorporates herein by reference each and every allegation and statement contained in paragraphs 1 through 24, 37 through 43, and 44 through 50, and 51 through 58, inclusive, of this Complaint.

60. Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, had a duty of care in the hiring, retention, training, and/or supervision of one or more of their employees, contractors or agents, including the driver of the subject bus, herein referred to as DOE Defendant driver.

61. Defendants breached this duty when they negligently hired, retained, trained, and supervised, one or more employees, contractors or agents, including DOE Defendant driver, and voluntarily and unilaterally placed its passengers, including Plaintiff, in the care of DOE Defendant driver, whose negligent and reckless conduct during the course and scope of his employment with Defendant, Greyhound, First Group, and DOES 1-50 was directed for the benefit of Defendant, Greyhound, First Group, and DOES 1-50 and was a direct and proximate cause of Plaintiff's harm.

62. Plaintiff is informed and believes and hereupon alleges that, one or more of Defendant Greyhound, First Group and DOES 1-50's employees, contractors or agents, including but not limited to DOE Defendant driver, was unfit or incompetent to perform the work for which he was hired, including but not limited to effective operation of the subject bus and safe transportation of its passengers traveling the Greyhound line on a fixed-route from Los Angeles to San Francisco-Oakland at 1:30 a.m. on February 3, 2020.

63. Defendants, Greyhound, First Group and DOES 1-50, Inclusive, and each of them, knew or should have known that these employees, contractors, or agents, were unfit or incompetent to perform the responsibilities with which Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, charged them with and that this unfitness or incompetence created a particular risk of harm to others, including Plaintiff.

64. Because DOE Defendant driver drove the Defendant Greyhound, First Group and DOES 1-50's passengers, including Plaintiff, in a Greyhound, First Group bus along the dark, secluded, remote, and unsafe interstate freeway at an early hour in the morning, DOE Defendant driver either knew, or in the exercise of the utmost and diligent care, should have known that the subject bus traveling along this specific route was a reasonably dangerous condition to passengers, including Plaintiff, and one which needed immediate mitigation and required further inspection, upon the time at which Defendant Williams boarded and began disrupting other passengers, threatening aloud, "just wait until we get to the station."

65. Having knowledge of these conditions from which it was reasonably foreseeable that an assault on passengers, including Plaintiff, may occur, and having the ability to prevent the injury which did occur to Plaintiff, DOE Defendant driver, failed to exercise any care, let alone the utmost diligent care required of common carriers like Defendants, Greyhound, First Group and DOES 1-50, in transporting members of the general public. Upon witnessing Defendant Williams' intoxicated condition and menacing conduct, DOE Defendant driver, being untrained, inexperienced, unsupervised, and ill-equipped as Defendants, Greyhound, First Group and DOES 1-50, knew he was, did nothing to prevent the harm which was reasonably imminent from the moment Defendant Williams boarded. Even after Defendant fired several rounds at passengers, DOE Defendant driver, remained recklessly and negligently unaware of what had just occurred; and he continued driving the subject bus as if nothing had occurred, pulling the bus over onto the Interstate shoulder, believing the noise the gunshots made in the bus was really coming from outside the bus from the engine.

66. As a direct and proximate result of the negligence, recklessness, carelessness, and other wrongdoing of Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, in hiring, retaining, supervising, managing, and/or training its agents and/or employees, Plaintiff has suffered and will continue to suffer severe mental anguish, humiliation, pain, severe emotional distress and physical distress. The general and special damages suffered by Plaintiff as a proximate result of the wrongful actions of the Defendants, Greyhound, First Group and DOES 1-50, inclusive, and each of them, exceed the jurisdictional minimum of the Superior Court.

## DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For general damages according to proof;

2. For past and future medical, hospital, and related expenses according to proof;

3. For lost earnings and earnings capacity, past and future, in an amount to be proven;

4. For costs associated with disabilities according to proof;

5. For prejudgment interest;

6. For interest on all economic damages in the legal amount from the date of the accident to the date of judgment;

7. For punitive and exemplary damages against Defendant, Anthony Devonte Williams, and DOES 1-50 only for fraud, oppression, and malice pursuant to Civil Code Section 3294;

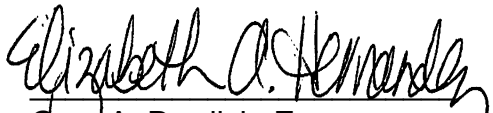
8. For costs of suit;

9. For any and all attorney fees as may be permitted by statute; and

10. For such other and further relief as this court may deem proper.

Dated: June 30, 2020

DORDICK LAW CORPORATION

By: 

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