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11 Attorneys for Plaintiffs, VICKI LANE, DAVID LANE, MICHAEL LANE, and ROBERT LANE

12 SUPERIOR COURT OF CALIFORNIA

13 COUNTY OF SANTA CLARA

14 VICKI LANE; DAVID LANE; MICHAEL
15 LANE; and ROBERT LANE,

16 Plaintiffs,

17 vs.

18 UNIVERSAL PROTECTION SERVICE, LP
19 DBA ALLIED UNIVERSAL SECURITY
20 SERVICES; ALLIEDBARTON SECURITY
21 SERVICES; ALLIED UNIVERSAL
22 SECURITY SERVICES LLC; COUNTY OF
23 SANTA CLARA BY AND THROUGH THE
24 OFFICE OF THE SHERIFF; SANTA CLARA
25 VALLEY TRANSPORTATION AUTHORITY;
26 and DOES 1 to 100,

27 Defendants.

Case No:

**COMPLAINT FOR DAMAGES FOR
SURVIVAL AND WRONGFUL DEATH**

28 Come now Plaintiffs: Vicki Lane, individually and as the successor in interest and heir of
Lars Kepler Lane (hereinafter referred to as Decedent); David Lane; Michael Lane; and Robert
Lane, and complain of Defendants, and each of them, as follows.

JURISDICTIONAL ALLEGATIONS

1. Plaintiff Vicki Lane is the sole surviving spouse of Decedent, Lars Kepler Lane.
Decedent was murdered at the hands of Samuel James Cassidy (hereafter "Cassidy") in a mass
shooting that is the subject of this Complaint, occurring on May 26, 2021, in the city of San Jose,

1 county of Santa Clara. Vicki Lane is entitled to bring an action for wrongful death of Decedent
2 pursuant to Code of Civil Procedure section 377.60.

3 2. Plaintiffs David Lane, Michael Lane, and Robert Lane are the only children of
4 Decedent. No children of Decedent predeceased him leaving issue. These plaintiffs are therefore
5 entitled to bring an action for the wrongful death of decedent pursuant to Code of Civil Procedure
6 section 377.60.

7 3. In accordance with CCP section 377.30, et seq., and as delineated in the
8 “Declaration of Vicki Lane pursuant to Code of Civil Procedure section 337.32,” filed concurrently
9 herewith, Plaintiff Vicki Lane is the sole successor in interest of Decedent Lars Kepler Lane and
10 succeeds to the causes of action below because there is no personal representative of the estate of
11 Lars Kepler Lane. Plaintiff Vicki Lane brings the causes of action in this Complaint for survival in
12 the capacity of successor in interest, and as wrongful death claimant.

13 4. Plaintiffs are informed and believe, and thereon allege as follows:

14 a. Defendant Universal Protection Service, LP dba Allied Barton Universal
15 Security Services is a corporation, authorized to do business in California.

16 b. Defendant Alliedbarton Security Services, is a business organization, form
17 unknown.

18 c. Defendant Allied Universal Security Services LLC is a corporation, authorized
19 to do business in California.

20 d. Defendant Universal Protection LP acquired Defendant Allied Universal.
21 Allied Universal is an American provider of security systems and services. The company was
22 formed in 2016 by the merger of Universal Services of America and Alliedbarton Security
23 Services. The combined company is estimated to be the largest provider of security guards of the
24 United States.

25 e. These defendants will hereafter be collectively referred to as “Allied
26 Security”.

27 5. At all times relevant to this action, the Allied Security Defendants provided
28 contractual security services to Defendant Santa Clara Valley Transportation Authority and its

1 employees, under a contract that was entered into within the County of Santa Clara.

2 6. Plaintiffs are informed and believe, and thereon allege that Defendant Santa Clara
3 Valley Transportation Authority (hereafter, SCVTA) is a public transportation agency that operates
4 bus and light rail services throughout Santa Clara County and employs about 2,000 workers.

5 7. Plaintiffs are informed and believe, and thereon allege that Defendant County of
6 Santa Clara by and through the Office of the Sheriff (hereafter: "Sheriff") is a public entity that
7 provided, at all times relevant to this action, contractual security services to Defendant SCVTA and
8 its employees, under a contract that was entered into within the County of Santa Clara.

9 8. Prior to the filing of this complaint, Plaintiffs, and each of them, complied with all
10 applicable government claims statutes by filing timely claims with Defendant SCVTA and
11 Defendant Sheriff.

12 GENERAL ALLEGATIONS

13 9. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as
14 Does 1 through 100, inclusive, and therefore sue these Defendants by such fictitious names.
15 Plaintiffs will amend this complaint to allege their true names and capacities when ascertained,
16 Plaintiffs are informed and believe and thereon alleges that each of the fictitiously named
17 defendants is responsible in some manner for the occurrences herein alleged, and that Decedent's
18 damages and Plaintiffs' damages as alleged herein were proximately caused by, and/or arise from,
19 the conduct of said Defendants, and each of them.

20 10. At all times relevant to this action, the Defendants, and each of them, including
21 those fictitiously named, were the agent, servant, employee, officer, director, managing agent,
22 partner, joint venture, or surety of the other Defendants and were acting in the scope of said
23 agency, employment, partnership, venture, or suretyship with the knowledge and consent or
24 ratification of each of the other Defendants in doing the things alleged herein.

25 11. Plaintiffs are informed and believe, and thereon allege, that the following events
26 occurred which directly resulted in the death of Plaintiffs' Decedent, Lars Kepler Lane:

27 a. On May 26, 2021, 63-year-old Lars Kepler Lane suffered traumatic and fatal
28 injuries while working as an employee of SCVTA. Mr. Lane, together with 8 other employees of

1 SCVTA (exclusive of the shooter), was killed in a mass shooting perpetrated by a fellow employee
2 of SCVTA, Cassidy. The shooting took place at SCVTA's Guadalupe Division facility which is
3 located in the Civic Center neighborhood of San Jose, approximately 800 feet from the physical
4 office of Co-Defendant Sheriff. The Guadalupe Division facility consists of five separate buildings
5 including the control center for bus and rail operations, surrounding the agency's light rail vehicle
6 storage and maintenance yard. A total of approximately 379 employees were employed at the yard.

7 b. At 6:33 a.m. on May 26, 2021, the San Jose Fire Department received a call to
8 respond to the facility, though the first caller did not mention anything about an active shooter
9 incident, according to dispatch audio. About a minute later, Santa Clara County authorities
10 received 911 calls about shots being fired at the facility. Sheriffs' deputies employed by Defendant
11 Sheriff responded from their nearby offices. When they arrived about 6:35 a.m. they found
12 multiple people shot. The shooting occurred in two separate buildings during the busiest time of the
13 day: a shift-change in which employees from the overnight and morning shifts overlapped. Over
14 100 people were at the facility at the time of the shooting according to the Sheriff. The shooting
15 began in Building B on the western side of the yard during a power crew meeting with the local
16 Amalgamated Transit Union president, who was not shot. After the shootings in Building B,
17 Cassidy then walked over to Building A (approximately 300 feet away) on the eastern side of the
18 yard, where he walked up to the third floor, and shot through the glass doors at the entrance to the
19 administrative offices. More SCVTA employees were shot and killed in Building A. At
20 approximately 6:43 a.m. officers closed in on Cassidy as he killed himself on the third floor of
21 Building A between administrative offices and the operations control room.

22 c. Plaintiffs allege, on information and belief, that Plaintiffs' Decedent Lars
23 Kepler Lane was not killed instantly, but instead survived for some period of time after he was
24 shot. Thereafter, the cause(s) of action described herein arose in his favor.

25 d. Authorities of the Sheriff's office established that Cassidy fired a total of 39
26 rounds from three semi-automatic handguns which were equipped with 32 high-capacity
27 magazines, some with 12 rounds and others with 15.

28 e. Police received reports of explosive devices inside the building, prompting a

1 bomb squad to investigate. A locker belonging to the gunman was found to contain suspected
2 materials for bombs and detonator cards, which were later deemed not dangerous. The FBI led the
3 shooting site investigation which concluded on May 31, 2021.

4 f. Deputies of Defendant Sheriff searched Cassidy's house finding a total of 12
5 guns, 25,000 rounds of ammunition and a dozen Molotov cocktails.

6 g. There were 10 fatalities of the mass shooting including Cassidy. One of these
7 fatalities was Plaintiffs' decedent Lars Kepler Lane.

8 h. This was the deadliest mass shooting in the history of the Bay Area exceeding
9 the death toll of the 101 California Street shooting that occurred at a law firm in San Francisco in
10 1993 in which nine people including the gunman were killed. Mass shootings, however, have
11 substantially increased in the United States during the period between 1993 and May 26, 2021.

12 i. Prior to the shooting on May 26, 2021, SCVTA had advance knowledge of
13 Cassidy's dangerous propensities, and thereby ratified the attack that is the subject of this
14 complaint and is thus liable for the intentional acts of Cassidy. See *Hart v. National Mortgage &*
15 *Land Co.*, 189 Cal. App. 3d 1420 (4th Dist.1987), *Fretland v. County of Humboldt* (1999) 69
16 Cal.App.4th 1478, and *Iverson v. Atlas Pacific Engineering*, 143 Cal. App. 3d 219 (1st Dist. 1983)
17 (holding Lab. Code, § 3601, subd. (c), which insulates an employer from common law vicarious
18 liability to an employee for the acts of another employee, did not bar the assault and false
19 imprisonment claims against the employer, since the allegations that the employer ratified the
20 coemployee's conduct, if substantiated, would make the employer liable for the coemployee's
21 wrongful conduct as a joint participant.)

22 j. Prior to the shooting on May 26, 2021, SCVTA knew, and had experienced,
23 Cassidy's repeated pattern of insubordination. They were also aware of numerous verbal
24 altercations Cassidy had with coworkers on at least four separate occasions, in which SCVTA
25 failed to adequately investigate and/or discipline Cassidy for any of these separate incidents.
26 SCVTA was also explicitly aware of concerns of direct coworkers of Cassidy's. Specifically, on or
27 about January 29, 2020, SCVTA became aware of fears amongst co-workers that if anyone were to
28 "go postal," it would be Cassidy. Despite this direct knowledge, SCVTA failed to properly

1 investigate and/or discipline Cassidy. As a direct result, Cassidy was able to perpetrate this mass
2 murder. All of SCVTA's knowledge regarding Cassidy, and his dangerous propensities, was
3 readily available to each of the named Defendants by virtue of their relationship with SCVTA.
4 Defendants, and each of them, had assumed a duty to protect employees of SCVTA, and failed
5 repeatedly to properly communicate amongst themselves to prevent incidents such as this from
6 occurring.

7 k. By refusing to discipline Cassidy prior to the subject incident, Defendant
8 SCVTA adopted and ratified Cassidy's conduct by promoting and condoning a work environment
9 in which Cassidy's conduct was tolerated. *See Fretland v. County of Humboldt* (1999) 69
10 Cal.App.4th 1478, at 1490.

11 l. Plaintiff is informed and believes that the facts that gave rise to these claims as
12 described herein fall outside of the conditions of compensation required by California Labor Code
13 § 3600 in order for the workers compensation exclusive remedy rule to apply. Alternatively, if it is
14 found that the conditions of compensation were present, the facts that gave rise to Plaintiffs'
15 injuries as described herein fall under the exceptions to the exclusive remedy rule set forth in Labor
16 Code § 3601(a), *et seq.* and § 3602(b), *et seq.* (See generally, *Lee v. West Kern Water Dist.*, 5 Cal.
17 App. 5th 606 (5th Dist. 2016); *Hart v. National Mortgage & Land Co.*, 189 Cal. App. 3d 1420 (4th
18 Dist.1987); *Iverson v. Atlas Pacific Engineering*, 143 Cal. App. 3d 219, 230 (1st Dist. 1983) ("it
19 would be ironic and contrary to the intent and policy behind the law if the Workers' Compensation
20 Act, designed to benefit employees, were to be applied to shield the employer from liability for
21 intentional and outrageous misconduct.").)

22 m. In order to provide first rate comprehensive security and risk advisory services
23 to prevent mass shootings such as have occurred throughout the United States since 1993, SCVTA,
24 on or about July 1, 2014 entered into a contract with Defendants Allied Security and Sheriff, for
25 security and protective services. The total compensation agreed by SCVTA to pay Defendants
26 Allied Security and Sheriff for such security and protective services exceeds \$50,000,000.00.

27 n. Pursuant to said contract SCVTA was assured that each of the other
28 defendants agreed and represented that it is sufficiently experienced, properly qualified, registered,

1 licensed, equipped and financed to perform the services for which SCVTA contracted with
2 Defendants Allied Security and Sheriff.

3 o. The duties the non-SCVTA Defendants agreed to perform by such contract
4 included the duty to provide security to protect SCVTA employees including Plaintiffs' decedent.

5 p. Said contracts provided that Defendants Allied Security and Sheriff are
6 independent contractors and not the agents or employees of SCVTA in performing security and
7 protective services.

8 q. The services Defendants agreed to perform included providing security and
9 protection for VTA's employees including Plaintiffs' decedent.

10 r. This contract extended to providing security to the facilities discussed above
11 where the May 26, 2021 mass shooting occurred.

12 s. The security and protective services defendants were obligated to provide
13 pursuant to said agreement included, but were not limited to: provide security officers that have
14 sufficient experience in video recording systems and video surveillance operating procedures.

15 t. Said security and protective services agreement required that all armed and
16 unarmed guards Allied provided to fulfill its duties to SCVTA would be trained in security
17 awareness to identify suspicious activity. Additionally, under said contracts all command staff and
18 field supervisors and security guards with a rank of sergeants and above were required to complete
19 National Incident Management System (NIMS) training.

20 u. The website of Defendant Allied Security states that it is a leading security and
21 facility services company providing proactive security services and cutting-edge smart technology
22 to deliver evolving tailored solutions that allow clients to focus on their core business.

23 v. Defendant Allied Security advertises itself on its website to provide security
24 services and risk advisory and consulting services. According to its website "risk advisory and
25 consulting service combine risk and threat assessment, prevention and investigative services
26 developed over more than four decades with the extensive experience and knowledge of industry
27 leading consultants and a centralized practice and strategic focus on reducing risk." A portion of
28 Defendant Allied Security's website contains a section described as "Focus on Active Shooter

1 Situations”.

2 w. In the case of the mass shooting of May 26, 2021 at the SCVTA facilities that
3 resulted in the death of plaintiffs’ decedent Lars Kepler Lane, had Defendants Allied Security, and
4 Sheriff carried out proper security screening, proper surveillance, proper risk mitigating measures
5 and complied with security standards and practices including but not limited to the use of weapons
6 detector systems that they were obligated to maintain, these Defendants would have been able to
7 prevent Cassidy from killing Plaintiffs’ decedent.

8 x. Compliance with security standards applicable to performance of duties of
9 Defendants Allied Security and Sheriff under the SCVTA contract as described above would have
10 enabled these defendants to prevent this terrible mass shooting.

11 **FIRST CAUSE OF ACTION – GENERAL NEGLIGENCE**

12 **Wrongful Death / Survival of Lars Kepler Lane**

13 **All Plaintiffs Against Defendants Allied Security, Sheriff, and Does 1 through 60 Inclusive**

14 12. Plaintiffs reallege and incorporate herein by reference each and every allegation
15 and statement contained in the prior paragraphs.

16 13. Plaintiffs are informed and believe and thereon allege that due to the negligence of
17 the Defendants named in this Cause of Action, including fictitious DOES 1 through 60 and each of
18 them, the standards of security Defendants agreed to comply with were negligently violated
19 causing and enabling Cassidy to shoot and kill Plaintiffs’ decedent. The breach of duty of these
20 Defendants, and each of them, was a substantial factor in the killing of Plaintiffs’ decedent.

21 14. Defendant Sheriff’s liability is based on Government Code section 820, and 815.2,
22 which makes them liable for the negligent acts of their employees in the course and scope of their
23 employment, which would have required them to fulfill the obligations of the contract with
24 Defendant SCVTA with reasonable care under all existing circumstances.

25 15. As a legal, direct and proximate result of the negligent conduct of these Defendants
26 and each of them including fictitious DOES 1 through 60 Plaintiffs have sustained damages
27 resulting from loss of love, affection, society, service, comfort, support, right of support,
28 expectation of future support and counseling, companionship, solace and mental support, as well as

1 other benefits and assistance of decedent Lars Kepler Lane, all to their general damage in a sum in
2 excess of the jurisdictional limits of this Court, which will be stated according to proof, pursuant to
3 Section 425.10 of the California Code of Civil Procedure.

4 16. As a legal, direct and proximate result of the conduct of defendants and each of
5 them including fictitious DOES 1 through 60 inclusive, Plaintiffs will be deprived of the financial
6 support and assistance of decedent Lars Kepler Lane, the exact amount of such losses to be stated
7 according to proof pursuant to Section 425.10 of the California Code of Civil Procedure.

8 17. As a legal, direct and proximate result of the conduct of defendants and each of
9 them including fictitious DOES 1 through 50 inclusive, decedent Lars Kepler Lane suffered lost
10 earnings, the exact amount of such losses to be stated according to proof pursuant to Section
11 425.10 of the California Code of Civil Procedure.

12 18. On or about May 26, 2021, after the foregoing cause of action arose in Lars Kepler
13 Lane's favor, he would have been the only Plaintiff in this action had he survived. As a direct,
14 proximate, and legal cause of the negligence of these Defendants, and each of them, Plaintiff Lars
15 Kepler Lane suffered general damages according to proof.

16 **SECOND CAUSE OF ACTION**

17 **Assault – Ratified by Defendant SCVTA**

18 **All Plaintiffs against Defendant SCVTA and Does 50 through 100**

19 19. Plaintiffs reallege and incorporate herein by reference each and every allegation and
20 statement contained in the prior paragraphs.

21 20. At all times relevant to this action, Cassidy was an employee of Defendant SCVTA
22 acting in the course and scope of said employment. Cassidy intended to cause, and did cause,
23 Plaintiffs' decedent Lars Kepler Lane to suffer apprehension of an immediate harmful contact.

24 21. Defendant SCVTA had knowledge of and ratified Cassidy's intentional and
25 wrongful conduct, thereby making Defendant SCVTA a joint participant in said intentional and
26 wrongful conduct.

27 22. As a legal, direct and proximate result of the willful, ratified conduct of these
28 Defendants and each of them including fictitious DOES 1 through 60 Plaintiffs have sustained

1 damages resulting from loss of love, affection, society, service, comfort, support, right of support,
2 expectation of future support and counseling, companionship, solace and mental support, as well as
3 other benefits and assistance of decedent Lars Kepler Lane, all to their general damage in a sum in
4 excess of the jurisdictional limits of this Court, which will be stated according to proof, pursuant to
5 Section 425.10 of the California Code of Civil Procedure.

6 23. As a legal, direct and proximate result of the conduct of defendants and each of
7 them including fictitious DOES 1 through 60 inclusive, Plaintiffs will be deprived of the financial
8 support and assistance of decedent Lars Kepler Lane, the exact amount of such losses to be stated
9 according to proof pursuant to Section 425.10 of the California Code of Civil Procedure.

10 24. As a legal, direct and proximate result of the conduct of defendants and each of
11 them including fictitious DOES 1 through 50 inclusive, decedent Lars Kepler Lane suffered lost
12 earnings, the exact amount of such losses to be stated according to proof pursuant to Section
13 425.10 of the California Code of Civil Procedure.

14 25. On or about May 26, 2021, after the foregoing cause of action arose in Lars Kepler
15 Lane's favor, he would have been the only Plaintiff in this action had he survived. As a direct,
16 proximate, and legal cause of the negligence of these Defendants, and each of them, Plaintiff Lars
17 Kepler Lane suffered general damages according to proof.

18 **THIRD CAUSE OF ACTION**

19 **Battery – Ratified by Defendant SCVTA**

20 **All Plaintiffs against Defendant SCVTA and Does 50 through 100**

21 26. Plaintiffs reallege and incorporate herein by reference each and every allegation and
22 statement contained in the prior paragraphs.

23 27. At all times relevant to this action, Cassidy was an employee of Defendant SCVTA
24 acting in the course and scope of said employment. Cassidy acted with intent to cause harm to
25 Plaintiffs' decedent, and/or could be substantially certain that his actions would cause Plaintiffs'
26 decedent to be seriously harmed.

27 28. Plaintiffs' decedent did not consent to Cassidy's conduct.

28 29. Defendant SCVTA had knowledge of and ratified Cassidy's intentional and

1 wrongful conduct, thereby making Defendant SCVTA a joint participant in said intentional and
2 wrongful conduct.

3 30. As a legal, direct and proximate result of the willful, ratified conduct of these
4 Defendants and each of them including fictitious DOES 1 through 60 Plaintiffs have sustained
5 damages resulting from loss of love, affection, society, service, comfort, support, right of support,
6 expectation of future support and counseling, companionship, solace and mental support, as well as
7 other benefits and assistance of decedent Lars Kepler Lane, all to their general damage in a sum in
8 excess of the jurisdictional limits of this Court, which will be stated according to proof, pursuant to
9 Section 425.10 of the California Code of Civil Procedure.

10 31. As a legal, direct and proximate result of the conduct of defendants and each of
11 them including fictitious DOES 1 through 60 inclusive, Plaintiffs will be deprived of the financial
12 support and assistance of decedent Lars Kepler Lane, the exact amount of such losses to be stated
13 according to proof pursuant to Section 425.10 of the California Code of Civil Procedure.

14 32. As a legal, direct and proximate result of the conduct of defendants and each of
15 them including fictitious DOES 1 through 50 inclusive, decedent Lars Kepler Lane suffered lost
16 earnings, the exact amount of such losses to be stated according to proof pursuant to Section
17 425.10 of the California Code of Civil Procedure.

18 33. On or about May 26, 2021, after the foregoing cause of action arose in Lars Kepler
19 Lane's favor, he would have been the only Plaintiff in this action had he survived. As a direct,
20 proximate, and legal cause of the negligence of these Defendants, and each of them, Plaintiff Lars
21 Kepler Lane suffered general damages according to proof.

22 **FOURTH CAUSE OF ACTION**

23 **False Imprisonment – Ratified by Defendant SCVTA**

24 **All Plaintiffs against Defendant SCVTA and Does 50 through 100**

25 34. Plaintiffs reallege and incorporate herein by reference each and every allegation and
26 statement contained in the prior paragraphs.

27 35. At all times relevant to this action, Cassidy was an employee of Defendant SCVTA
28 acting in the course and scope of said employment. Cassidy intentionally deprived Plaintiffs

1 Decedent of his freedom of movement by use of physical force, threats of force, deceit, and/or
2 unreasonable duress.

3 36. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs decedent was
4 compelled to stay in place by Cassidy's use of physical force, threats of force, deceit, and/or
5 unreasonable duress.

6 37. Plaintiffs' decedent did not consent to Cassidy's conduct, and was actually harmed.

7 38. Defendant SCVTA had knowledge of and ratified Cassidy's intentional and
8 wrongful conduct, thereby making Defendant SCVTA a joint participant in said intentional and
9 wrongful conduct.

10 39. As a legal, direct and proximate result of the willful, ratified conduct of these
11 Defendants and each of them including fictitious DOES 1 through 60 Plaintiffs have sustained
12 damages resulting from loss of love, affection, society, service, comfort, support, right of support,
13 expectation of future support and counseling, companionship, solace and mental support, as well as
14 other benefits and assistance of decedent Lars Kepler Lane, all to their general damage in a sum in
15 excess of the jurisdictional limits of this Court, which will be stated according to proof, pursuant to
16 Section 425.10 of the California Code of Civil Procedure.

17 40. As a legal, direct and proximate result of the conduct of defendants and each of
18 them including fictitious DOES 1 through 60 inclusive, Plaintiffs will be deprived of the financial
19 support and assistance of decedent Lars Kepler Lane, the exact amount of such losses to be stated
20 according to proof pursuant to Section 425.10 of the California Code of Civil Procedure.

21 41. As a legal, direct and proximate result of the conduct of defendants and each of
22 them including fictitious DOES 1 through 50 inclusive, decedent Lars Kepler Lane suffered lost
23 earnings, the exact amount of such losses to be stated according to proof pursuant to Section
24 425.10 of the California Code of Civil Procedure.

25 42. On or about May 26, 2021, after the foregoing cause of action arose in Lars Kepler
26 Lane's favor, he would have been the only Plaintiff in this action had he survived. As a direct,
27 proximate, and legal cause of the negligence of these Defendants, and each of them, Plaintiff Lars
28 Kepler Lane suffered general damages according to proof.

PRAYER FOR RELIEF

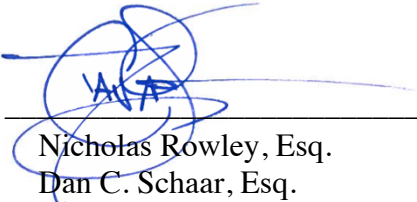
Wherefore, Plaintiffs Vicki Lane, David Lane, Michael Lane and Robert Lane pray judgment against all defendants as follows on all causes of action:

- 1. For general damages according to proof;
- 2. For special damages according to proof;
- 3. For costs of suit;
- 4. For attorney’s fees where allowed by law;
- 5. For pre-judgment interest according to law; and
- 6. For such other and further relief as the court may deem just and proper.

Respectfully submitted.

Dated: May 26, 2022

TRIAL LAWYERS FOR JUSTICE

By:  _____
 Nicholas Rowley, Esq.
 Dan C. Schaar, Esq.
 Eva D. Silva, Esq.
 Attorneys for Plaintiffs,
 VICKI LANE; DAVID LANE;
 MICHAEL LANE; ROBERT LANE

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