

DISTRICT COURT, WELD COUNTY STATE OF COLORADO 901 9 th Avenue Greeley, Colorado 80631	<p style="text-align: right;">DATE FILED: August 10, 2022 4:46 PM FILING ID: D8DC70C1131E6 CASE NUMBER: 2022CV30595</p> <p style="text-align: center;">▲COURT USE ONLY▲</p>
Plaintiff: STEVEN WRIGHT v. Defendant: TEGNA, Inc., d/b/a KUSA-TV and/or 9NEWS; MULTIMEDIA HOLDINGS CORPORATION d/b/a KUSA-TV and/or 9NEWS; PINKERTON CONSULTING & INVESTIGATIONS, INC.; ISBORN SECURITY SERVICES LLC	Case Number: Courtroom:
COMPLAINT AND JURY DEMAND	

The Plaintiff, Steven Wright, by and through his attorneys, The Dan Caplis Law Firm, LLC, hereby files this Complaint and Jury Demand, and states as follows:

PARTIES, JURISDICTION & VENUE

1. Plaintiff Steven Wright is, and was at all relevant times, a resident of the state of Colorado.

2. Defendant TEGNA, Inc. is a foreign corporation (Delaware) doing business in Colorado under the trade names KUSA-TV and 9News.
3. Defendant TEGNA, Inc. has a principal business address of 8350 Broad Street, Suite 2000, Tysons, Virginia 22102, and no registered agent in Colorado.
4. Defendant Multimedia Holdings Corporation is a foreign corporation (South Carolina) doing business in Colorado under the trade names KUSA-TV and 9News.
5. Defendant Multimedia Holdings Corporation has a principal business address of 8350 Broad Street, Suite 2000, Tysons, Virginia 22102.
6. The address for Defendant Multimedia Holdings Corporation's registered agent is 7700 E. Arapahoe Road, Suite 220, Centennial, Colorado 80112.
7. Defendants TEGNA, Inc. and Multimedia Holdings Corporation will be referred to collectively as "Defendant 9News."
8. Defendant Pinkerton Consulting & Investigations, Inc. (hereinafter "Defendant Pinkerton"), is a foreign corporation doing business in Colorado, with a registered agent at 7700 E. Arapahoe Road, Suite 220, Centennial, Colorado 80112.
9. Defendant Isborn Security Services LLC (hereinafter "Defendant Isborn") is a limited liability company with a principal business address at 400 Immigrant Trail, Severance, Weld County, Colorado 80550.
10. Jurisdiction and venue are proper in the District Court for Weld County in the State of Colorado because Defendant Isborn resides in Weld County.

FACTS AND ALLEGATIONS

11. On October 10, 2020, Mathew Dolloff shot and killed Lee Keltner when Mr. Keltner and his friends were leaving an organized rally in Downtown Denver.
12. Plaintiff, a friend of Mr. Keltner, was a witness and stood feet from his friend at the time of the shooting.
13. Plaintiff feared for his life and for the safety of those around him and as a result has suffered severe and ongoing emotional distress and physical consequences.

The Events of October 10, 2020

14. On October 10, 2020, Plaintiff attended an organized rally near Civic Center Park in Denver.
15. The groups attending the rally were described as "Patriot Muster" and "Black Lives Matter – Antifa Soup Drive."

16. The latter rally was scheduled in response to the former.
17. On social media, the “BLM-Antifa Soup Drive” event page indicated, describing the “Patriot Muster” rally, “The fascists’ event description claims ‘BLM, Antifa, and related Marxist associations are assaulting everything we love and cherish about this country!’”
18. The “BLM-Antifa Soup Drive” event page indicated, “The plan is to set up our tables and tents in Civic Center Park, as near as we can be to the fascists. We’ll have soup for our family, music, speakers, communist books, and plenty of angry anti-fascist chants.”
19. Conflict between the groups was anticipated.
20. Law enforcement placed barriers and fences to separate rally attendees expressing opposing viewpoints.
21. There was significant, uniformed law enforcement presence during and after the rally.
22. After the rally was over, Plaintiff and his friends left the park headed south.
23. Plaintiff was walking with Mr. Keltner, along with other friends, who were all headed back to their cars.
24. Based on the fencing and barriers, Plaintiff and his friends expected to be able to walk safely and peacefully, without interaction or confrontation with members of the “Black Lives Matter - Antifa Soup Drive.”
25. Plaintiff and his friends were walking through the plaza between the Denver Public Library and the Denver Art Museum.
26. Jeremiah Elliott approached Plaintiff and his friends and engaged in a verbal altercation.
27. Plaintiff stood in between Mr. Keltner and Mr. Elliott, attempting to deescalate the situation.
28. The following photo is an image of Plaintiff standing between Mr. Keltner (on left) and Mr. Elliott (on right) attempting to deescalate the situation:

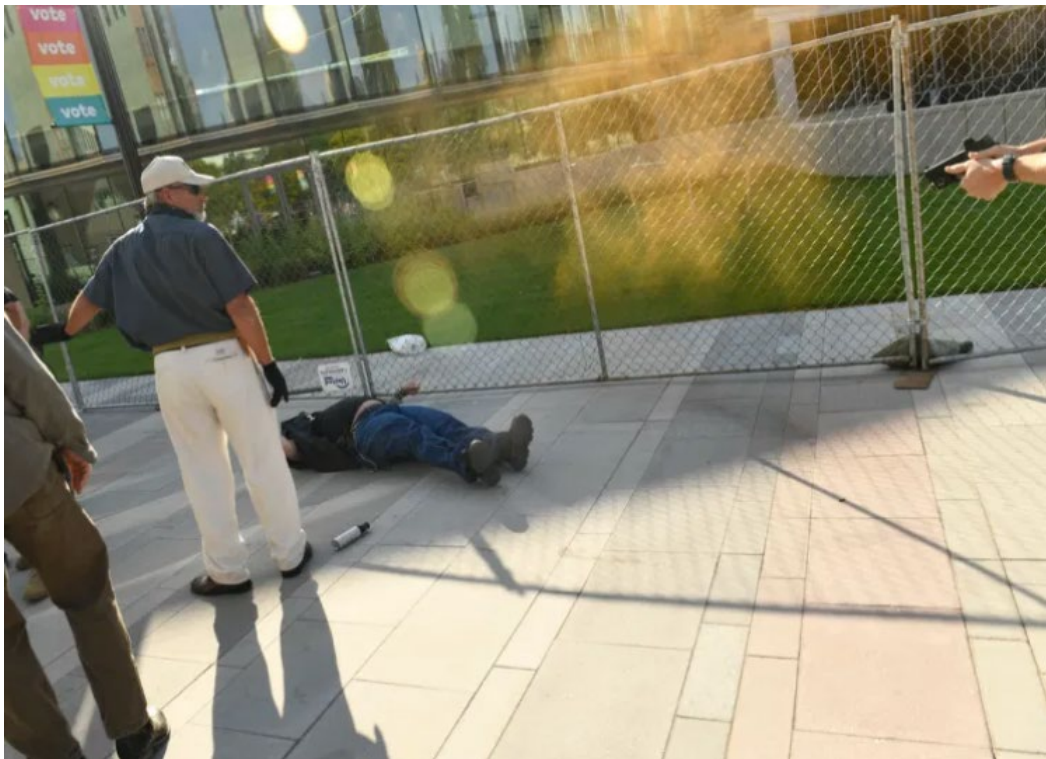


29. Mr. Elliott persisted in his efforts to escalate the confrontation by yelling obscenities, pointing his finger and taking a boxing stance, refusing to walk away from the argument and insisting he would stand his ground.
30. The following photo is an image of Mr. Elliott (in front of Plaintiff) pointing his finger and yelling after Plaintiff separated him and Mr. Keltner (behind Plaintiff):



31. Based on Mr. Elliott’s behavior, Mr. Keltner pulled a can of pepper spray from his pocket.
32. Mr. Elliott then began to entice Mr. Keltner, yelling “mace me, motherfucker.”
33. Zachary Newman, a producer employed by Defendant 9News, was standing within feet of this verbal confrontation.
34. Mr. Newman was recording the verbal confrontation on his smartphone.
35. Mr. Newman was dressed in plainclothes.
36. Mr. Newman had no outward identification as press.
37. Mr. Dolloff, who was providing security services for 9News and Mr. Newman, was also standing nearby.
38. Mr. Dolloff was dressed in plainclothes.
39. Mr. Dolloff had no outward identification as a security officer.
40. During the confrontation, Plaintiff was able to separate Mr. Elliott and Mr. Keltner.
41. Mr. Keltner then turned to Mr. Newman and told him this is not the place for a camera and to get the cameras out of here.

42. Mr. Dolloff reached for and attempted to take Mr. Keltner's pepper spray.
43. In response, Mr. Keltner smacked Mr. Dolloff in the side of the head with an open hand.
44. Mr. Keltner stepped back from Mr. Dolloff.
45. Mr. Dolloff drew a handgun from his front waist band, which he had concealed under his shirt.
46. At the same time, Mr. Keltner pointed his pepper spray at Mr. Dolloff.
47. Even though Mr. Keltner had stepped back and did not pose a threat of lethal harm, Mr. Dolloff pointed the gun at Mr. Keltner.
48. Mr. Keltner sprayed his pepper spray and Mr. Dolloff pulled the trigger on the gun, still trained on Mr. Keltner, causing a bullet to fire at Mr. Keltner.
49. The bullet hit Mr. Keltner, causing Mr. Keltner to collapse to the ground.
50. Numerous people were gathered in the vicinity of Mr. Keltner and Mr. Dolloff at the time of the shooting.
51. Plaintiff was standing feet from Mr. Keltner when he was shot.
52. The following photo is an image of Plaintiff in relation to Mr. Keltner (laying on the ground) and Mr. Dolloff (holding the gun) in the moment after the shooting:



53. At the time of and following the shooting, Plaintiff reasonably believed that Mr. Dolloff was a private citizen with no connection to the media or to security services.
54. At the time of and following the shooting, Plaintiff feared for his safety and the safety of those around him.
55. At the time of and following the shooting, Plaintiff feared that more people would be shot.
56. At the time of and following the shooting, Plaintiff believed he also was going to die.
57. Police nearby quickly responded and arrested Mr. Dolloff.
58. Emergency medical responders rendered aid to Mr. Keltner on scene and transported him via ambulance.
59. Mr. Keltner did not survive the gunshot wound.
60. Shortly before the verbal altercation between Mr. Keltner and Mr. Elliott began, Defendant 9News producer Mr. Newman, Mr. Dolloff, and Mr. Elliott were huddled together having a conversation.
61. Mr. Elliott later told a news reporter “the shooting victim [Mr. Keltner] decided to do an assault against me and our news company.”
62. As a result of witnessing this shooting, Plaintiff has suffered continued emotional disturbance and physical consequences, including, but not limited to, disturbed sleep, nightmares, intrusive memories of the shooting, diminished appetite, decreased energy, anxiety in crowds of people, and hypervigilance.
63. As a result of witnessing this shooting, Plaintiff has suffered severe emotional distress, to include symptoms of post-traumatic stress disorder.

Providing Security Services is an Inherently Dangerous Activity

64. Individuals hire private security services for their personal protection or property protection when facing actual or anticipated safety or security concerns.
65. Inherent in the provision of security services is the expectation that the security agent will become involved in conflict requiring resolution.
66. Inherent in the provision of security services is the expectation that providing such services may require the use of physical force against another individual.
67. Providing security services in public, as opposed to in a private location, creates an increased risk of harm to the public because members of the public may inadvertently become involved in a situation or conflict prompting action by the security agent.

68. Providing security services at an event where opposing groups of people are expected to clash presents an increased risk that the security guard will encounter conflict and therefore an increased danger to the public in attendance at the event.
69. Providing security services in plainclothes, rather than a uniform, increases the risk of harm to the public because unknowing members of the public may not appreciate the person's authority or objective as a security agent.
70. Providing security services while armed, rather than unarmed, increases the risk of harm to the public because an agent armed with a weapon is more likely to utilize the weapon to resolve a conflict than an agent who is not armed with a weapon.
71. Providing security services while armed with a firearm increases the risk of harm to the public because members of the public may be caught in the line of fire or zone of danger created by use of the firearm.
72. A firearm is capable of inflicting serious bodily injury and death.
73. Defendant Isborn was aware of the danger inherent in the provision of these services.
74. Defendant Pinkerton was aware of the danger inherent in the provision of these services.
75. Defendant Isborn often employed former law enforcement, military, or experienced security personnel.
76. Defendant Pinkerton often employed former law enforcement, military, or experienced security personnel.
77. Defendant Isborn advertises that its security guards are "full time professionals and not some college kid with a windbreaker" (<https://isbornsecurity.com/security-consulting/security-guards/>).
78. Defendant Isborn advertises that it "can help deter crime or other hazards that may be threatening your property and possessions, as well as protect you and your family or employees from being harmed" (<https://isbornsecurity.com/security-consulting/security-guards/>).
79. Defendant Pinkerton advertises that it provides "deployable armed or unarmed protection via agents with extensive backgrounds in security and law enforcement" (<https://pinkerton.com/solutions/executive-protection>).
80. The provision of security services is a regulated industry.
81. Individuals providing security services must have proper license, training, and endorsements.
82. These regulations ensure that security services are provided safely and in a manner that does not endanger the lives of the public.

Requirements for Private Security Guards in the City and County of Denver

83. The City and County of Denver has ordinances and rules that regulate the licensure of security guards or persons providing security services.
84. It is unlawful for any person to act as a security guard without first obtaining a license as provided by Article V of the Denver Code of Ordinances.
85. To receive a security guard license, an applicant must provide the following:
 - a. Information about the applicant's employer;
 - b. Information about any convictions of a felony, misdemeanor, or municipal ordinance;
 - c. Information about whether a judgement of fraud, deceit, or misrepresentation ever entered against the applicant;
 - d. Work and/or school history for the five years preceding the application;
 - e. A certificate from a licensed medical provider stating that the applicant is found to be physically and mentally capable of performing security services;
 - f. A background check;
 - g. Verification of completion of a basic security guard training program, completed not more than 60 days before the application.
86. The minimum subject matter requirements for the basic security guard training program include:
 - h. Duties of a security guard;
 - i. Communication procedures and protocol;
 - j. Interaction with law enforcement;
 - k. Use of force.
87. A licensed security guard may carry a firearm during the performance of security services only when specifically authorized by the Chief of Police through the Manager of Safety.
88. A permit to carry a concealed weapon does not constitute the specific authorization required.
89. To obtain a firearm endorsement, a security guard applicant must complete at least five hours of classroom instruction and three hours of live fire practice, including a weapons qualification course.

90. The training must be provided by a certified Peace Officer Standards and Training (POST) or National Rifle Association (NRA) instructor.
91. The applicant must obtain a qualifying range proficiency of at least 80% within the 6 months prior to applying.
92. The applicant for a firearm endorsement must prove there is a legitimate need for carrying a firearm.
93. The employer of an applicant for a firearm endorsement must attest that the employer has not found and is not aware of any mental, physical, or emotional condition that would disqualify the applicant from possessing a firearm while performing their role as a licensed security guard.
94. A licensed security guard may perform security services in plainclothes only after receiving specific authorization from the Director of the Denver Department of Excise and Licenses.
95. To obtain a plainclothes endorsement, the applicant must prove there is a legitimate need for working in plainclothes and identify the dates, times, and/or events when the security guard will be working in plainclothes.
96. The letter requesting plainclothes endorsement must be completed by a guard's employer and signed by the employer and the guard within 60 days of the application.

Matthew Dolloff was Unlicensed and Lacked the Proper Credentials to Provide Security Services

97. On October 10, 2020, Mr. Dolloff was working as a private security guard in the City and County of Denver.
98. On October 10, 2020, Mr. Dolloff was not licensed with the City and County of Denver to work as a security guard.
99. On October 10, 2020, Mr. Dolloff was not authorized by the Chief of Police through the Manager of Safety to carry a firearm during the performance of security services.
100. On October 10, 2020, Mr. Dolloff was not authorized by the Director of the Denver Department of Excise and Licenses to provide security services while dressed in plainclothes.

Defendant Isborn Negligently and Recklessly Employed Matthew Dolloff to Perform Security Services

101. In October 2020, Defendant Isborn provided private security services. This included employing private security guards.
102. Prior to October 2020, Defendant Isborn was hired by other entities to provide the services of security guard(s) employed by Defendant Isborn.

103. Prior to October 2020, Defendant Pinkerton hired Defendant Isborn to provide security services.
104. According to the contract between Defendant Pinkerton and Defendant Isborn, Defendant Isborn was to provide personnel with appropriate technical skills, training, and experience to perform security services.
105. According to the same contract, Defendant Isborn was to ensure that all services were performed in compliance with all applicable laws, ordinances, rules, and regulations.
106. According to the same contract, Defendant Isborn was to have in place reasonable procedures designed to comply with applicable federal, state, or local law, regulations, or guidance with respect to providing security services.
107. According to the same contact, Defendant Isborn was to conduct, on any personnel assigned by Defendant Isborn on any assignment from Defendant Pinkerton, a pre-employment background check and carefully interview, screen, and check the references for each security guard.
108. According to the same contract, Defendant Isborn was to only use Isborn employees to provide security services for Defendant Pinkerton absent prior written consent from Defendant Pinkerton.
109. As of December 2018, Defendant Isborn typically did not subcontract its security guards.
110. As of December 2018, Defendant Isborn had no internal auditing process.
111. Defendant Isborn employed Mr. Dolloff to provide security services, including to work as a security guard on October 10, 2020.
112. Defendant Isborn failed to determine whether Mr. Dolloff was a licensed security guard.
113. Defendant Isborn failed to determine whether Mr. Dolloff had completed basic security guard training.
114. Defendant Isborn failed to determine whether Mr. Dolloff was authorized to carry a firearm while providing security services.
115. Defendant Isborn failed to confirm whether Mr. Dolloff was authorized to wear plainclothes while providing security services.
116. Defendant Isborn assigned Mr. Dolloff to fulfill security services with Defendant Pinkerton for an armed, plainclothes security guard.

Defendant Pinkerton Negligently and Recklessly Employed Matthew Dolloff to Perform Security Services

117. In October 2020, Defendant Pinkerton provided private security services.
118. Defendant 9News hired Defendant Pinkerton to provide security services at the October 10, 2020, protest and counter-protest at the State Capitol.
119. Defendant Pinkerton hired Defendant Isborn to provide security services to Defendant 9News at the October 10, 2020, event.
120. Defendant Pinkerton requested from Defendant Isborn an armed, concealed carry, plainclothes security guard to fulfill the request from Defendant 9News.
121. Mr. Dolloff was assigned to fulfill the security service assignment.
122. Defendant Pinkerton did not confirm Mr. Dolloff's qualifications to fulfill the security service assignment.
123. Defendant Pinkerton did not confirm whether Mr. Dolloff met the requirements of Defendant Pinkerton's security services contract with Defendant Isborn.
124. Defendant Pinkerton failed to determine whether Mr. Dolloff was a licensed security guard.
125. Defendant Pinkerton failed to determine whether Mr. Dolloff had completed basic security guard training.
126. Defendant Pinkerton failed to determine whether Mr. Dolloff was authorized to carry a firearm while providing security services.
127. Defendant Pinkerton failed to determine whether Mr. Dolloff was authorized to wear plainclothes while providing security services.
128. Defendant Pinkerton could control whether Mr. Dolloff wore plainclothes or wore a security uniform.
129. Defendant Pinkerton could control whether Mr. Dolloff was armed or unarmed when performing security services.
130. Defendant Pinkerton could control whether Mr. Dolloff carried weapons concealed or open-carry when performing security services.
131. Defendant Pinkerton could control when and where Mr. Dolloff performed security services.
132. Defendant Pinkerton could control during what times and/or for how long Mr. Dolloff performed security services.

133. Defendant Pinkerton had discretion to remove Mr. Dolloff from this (or any) assignment.

Defendant 9News Negligently and Recklessly Employed Matthew Dolloff to Perform Security Services

134. Defendant 9News is a commercial television station.

135. Defendant 9News sends its employees to cover events of public interest, including the rally on October 10, 2020.

136. Defendant 9News intended to watch the rally from afar to begin.

137. Defendant 9News intended to send in a crew if things got out of control.

138. It had become a practice of Defendant 9News to hire security guards to accompany their crews during protests.

139. Defendant 9News hired Defendant Pinkerton to provide security service for its news crews.

140. Mr. Dolloff was assigned to fulfill the security service duties of October 10, 2020.

141. Mr. Dolloff was assigned to Defendant 9News producer Zachary Newman.

142. Mr. Dolloff followed and flanked Defendant 9News producer Mr. Newman throughout the event.

143. The following photo is a still frame from a video showing Mr. Dolloff (standing in gray pants, blue shirt, white mask, and tan hat) flanking Mr. Newman (kneeling in blue shirt and orange backpack) at the event:



144. The following photo is a still frame from a video showing Mr. Dolloff (in gray pants, blue shirt, and tan hat) standing behind Mr. Newman (in blue shirt and orange backpack) while Mr. Keltner (in blue jeans, black vest, and camo hat) stood nearby, prior to the altercation with Mr. Elliott:



145. Defendant 9News dictated where Mr. Dolloff went during the security assignment.
146. Defendant 9News exposed members of the public to the security services provided by Mr. Dolloff during the security assignment.
147. Defendant 9News requested a security agent for Saturday, October 10, 2020, from Defendant Pinkerton.
148. Defendant 9News later revised the request to two agents from Defendant Pinkerton.
149. Defendant 9News did not specify whether the security agents should be uniformed or dressed in plainclothes.
150. Defendant 9News did not specify whether the security agents should be armed or unarmed.
151. Defendant 9News failed to determine whether Mr. Dolloff was a licensed security guard.
152. Defendant 9News failed to determine whether Mr. Dolloff had completed basic security guard training.

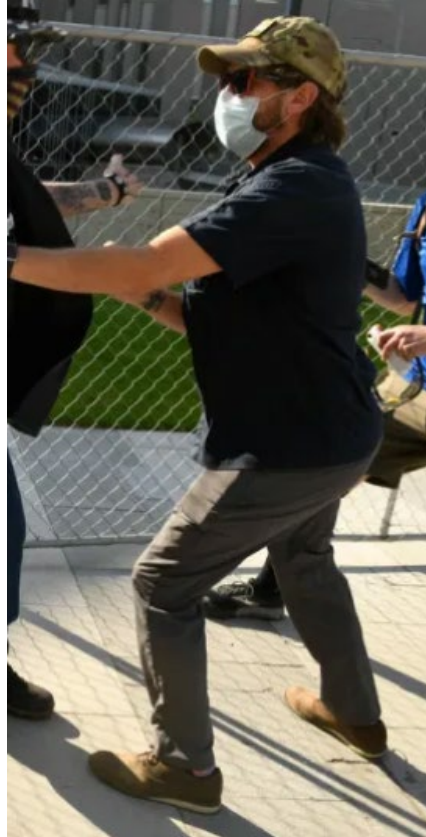
153. Defendant 9News failed to determine whether Mr. Dolloff was authorized to wear plainclothes while providing security services.
154. Defendant 9News failed to determine whether Mr. Dolloff was armed or unarmed at and around the time of the he performed security services on its behalf and subject to its control.
155. Defendant 9News failed to determine whether Mr. Dolloff was authorized to carry a firearm while providing security services.
156. Defendant 9News could control whether Mr. Dolloff wore plainclothes or wore a security uniform.
157. Defendant 9News could control whether Mr. Dolloff was unarmed or unarmed when performing security services.
158. Defendant 9News could control whether Mr. Dolloff carried weapons concealed or open carry when performing security services.
159. Defendant 9News could control when and where Mr. Dolloff performed security services.
160. Defendant 9News could control during what times and/or for how long Mr. Dolloff performed security services.
161. Defendant 9News was told, in advance, the names of the persons who would be providing security services on October 10, 2020.
162. Defendant 9News had discretion to decline the services of Mr. Dolloff for this assignment and request a different security guard.
163. Defendant 9News previously retained the services of private security guards who were not licensed or who lacked proper credentials.
164. Since June 2020, Defendant 9News has retained the services of unlicensed individuals on at least four occasions.

**Defendant 9News Negligently and Recklessly did not Disclose to the Public
Mr. Dolloff's Status as a Security Service Provider**

165. While providing security guard services to Defendant 9News producer Mr. Newman, Mr. Dolloff was wearing plainclothes: slacks, a button-down shirt, and a baseball cap.
166. Mr. Dolloff was not wearing any insignia or badge that would identify him as a security guard.

167. Mr. Dolloff was not wearing any insignia or badge that would identify him as a member of the media.

168. The following photo is an image Mr. Dolloff dressed in plainclothes while providing security services on October 10, 2020.



169. Defendant 9News' producer Mr. Newman was wearing plainclothes: shorts, an athletic shirt, and a baseball cap.

170. Defendant 9News' producer Mr. Newman was not wearing any insignia indicating he was a member of the media.

171. The following photo is an image of Mr. Newman dressed in plainclothes while covering the October 10, 2020, event.



172. Other members of the media wore bright-colored vests to help identify who they were affiliated with.
173. The following photo is an image of a Denver Post photographer wearing an orange vest designating her as “Press” during the October 10, 2020, event.



174. 9News producer Mr. Newman was not carrying a professional camera or video recorder.
175. 9News producer Mr. Newman was recording and taking photos of the rally events on a smartphone.
176. Mr. Dolloff was carrying a firearm in his waistband.
177. The 9News producer knew or should have known Mr. Dolloff was armed with a firearm.
178. Dr. Dolloff had concealed the firearm from the public view under his clothing.
179. Mr. Dolloff was also carrying mace spray.
180. The 9News producer knew that Mr. Dolloff was armed with mace spray.
181. The mace spray was concealed under Mr. Dolloff's clothing.
182. A reasonable person would conclude that Mr. Newman was a private citizen with no connection to the media.
183. A reasonable person would conclude that Mr. Dolloff was a private citizen with no connection to the media or to security services.

FIRST CLAIM FOR RELIEF

*Plaintiff against Defendant Isborn
Negligent Infliction of Emotional Distress*

184. Plaintiff incorporates by reference all other paragraphs as though fully set forth herein.
185. Defendant Isborn had a duty to reasonably hire, retain, and/or supervise security service providers.
186. Defendant Isborn breached the duty owed to Plaintiff.
187. As a result of Defendant Isborn's breach of duty, Plaintiff suffered injuries and damages.
188. Defendant Isborn's negligence created an unreasonable risk of harm to Plaintiff, which actualized as bodily harm.
189. Defendant's negligence put Plaintiff in fear for his own safety, and such fear resulted in physical consequences and continuing emotional distress.
190. Plaintiff was within the zone of danger created by Defendant Isborn.

191. As a result of the inflicting acts of Defendant Isborn, Plaintiff has suffered and will continue to suffer severe emotional distress.

SECOND CLAIM FOR RELIEF

Plaintiff against Defendant Isborn

Negligent Infliction of Emotional Distress – Vicarious Liability

192. Plaintiff incorporates by reference all other paragraphs as though fully set forth herein.

193. Mr. Dolloff owed Plaintiff a duty to reasonably perform security duties.

194. As a result of Mr. Dolloff's breach of the duty, Plaintiff suffered injuries and damages.

195. Mr. Dolloff's negligence created an unreasonable risk of harm to Plaintiff, which actualized as bodily harm.

196. Mr. Dolloff's negligence put Plaintiff in fear for his own safety, and such fear resulted in physical consequences and continuing emotional distress.

197. Plaintiff was within the zone of danger created by Mr. Dolloff.

198. As a result of the inflicting acts of Mr. Dolloff, Plaintiff has suffered and will continue to suffer severe emotional distress.

199. At all relevant times, Mr. Dolloff was acting on behalf of and subject to the control of Defendant Isborn.

200. In the alternative and in addition, the security services provided by Defendant Isborn and performed by Mr. Dolloff are an inherently dangerous activity.

201. Defendant Isborn is liable for the damages caused by Mr. Dolloff.

THIRD CLAIM FOR RELIEF

Plaintiff against Defendant Pinkerton

Negligent Infliction of Emotional Distress

202. Plaintiff incorporates by reference all other paragraphs as though fully set forth herein.

203. Defendant Pinkerton had a duty to reasonably hire, retain, and/or supervise security service providers.

204. Defendant Pinkerton breached the duty owed to Plaintiff.

205. As a result of Defendant Pinkerton's breach of duty, Plaintiff suffered injuries and damages.

206. Defendant Pinkerton's negligence created an unreasonable risk of harm to Plaintiff, which actualized as bodily harm.
207. Defendant Pinkerton's negligence put Plaintiff in fear for his own safety, and such fear resulted in physical consequences and continuing emotional distress.
208. Plaintiff was within the zone of danger created by Defendant Pinkerton.
209. As a result of the inflicting acts of Defendant Pinkerton, Plaintiff has suffered and will continue to suffer severe emotional distress.

FOURTH CLAIM FOR RELIEF

Plaintiff against Defendant Pinkerton

Negligent Infliction of Emotional Distress – Vicarious Liability

210. Plaintiff incorporates by reference all other paragraphs as though fully set forth herein.
211. Mr. Dolloff and Defendant Isborn owed Plaintiff a duty to reasonably perform security service duties.
212. As a result of Mr. Dolloff and Defendant Isborn's breach of the duty, Plaintiff suffered injuries and damages.
213. The negligence of Mr. Dolloff and Defendant Isborn created an unreasonable risk of harm to Plaintiff, which actualized as bodily harm.
214. The negligence of Mr. Dolloff and Defendant Isborn put Plaintiff in fear for his own safety, and such fear resulted in physical consequences and continuing emotional distress.
215. Plaintiff was within the zone of danger created by Mr. Dolloff and Defendant Isborn.
216. As a result of the inflicting acts of Mr. Dolloff and Defendant Isborn, Plaintiff has suffered and will continue to suffer severe emotional distress.
217. At all relevant times, Mr. Dolloff and Defendant Isborn were acting on behalf of and subject to the control of Defendant Pinkerton.
218. In the alternative, the security services provided by Defendant Pinkerton and performed by Defendant Isborn and Mr. Dolloff are an inherently dangerous activity.
219. Defendant Pinkerton is liable for the damages caused by Defendant Isborn and Mr. Dolloff.

FIFTH CLAIM FOR RELIEF

*Plaintiff against Defendant 9News
Negligent Infliction of Emotional Distress*

220. Plaintiff incorporates by reference all other paragraphs as though fully set forth herein.
221. Defendant 9News had a duty to reasonably hire, retain, and/or supervise security service providers.
222. Defendant 9News breached the duty owed.
223. As a result of Defendant 9News' breach of duty, Plaintiff suffered injuries and damages.
224. Defendant 9News' negligence created an unreasonable risk of harm to Plaintiff, which actualized as bodily harm.
225. Defendant 9News' negligence put Plaintiff in fear for his own safety, and such fear resulted in physical consequences and continuing emotional distress.
226. Plaintiff was within the zone of danger created by Defendant 9News.
227. As a result of the inflicting acts of Defendant 9News, Plaintiff has suffered and will continue to suffer severe emotional distress.

SIXTH CLAIM FOR RELIEF

*Plaintiff against Defendant 9News
Negligent Infliction of Emotional Distress – Vicarious Liability*

228. Plaintiff incorporates by reference all other paragraphs as though fully set forth herein.
229. Mr. Dolloff, Defendant Isborn, and Defendant Pinkerton owed Plaintiff a duty to reasonably perform security service duties.
230. As a result of Mr. Dolloff, Defendant Isborn, and Defendant Pinkerton's breach of the duty, Plaintiff suffered injuries and damages.
231. The negligence of Mr. Dolloff, Defendant Isborn, and Defendant Pinkerton created an unreasonable risk of harm to Plaintiff, which actualized as bodily harm.
232. The negligence of Mr. Dolloff, Defendant Isborn, and Defendant Pinkerton put Plaintiff in fear for his own safety, and such fear resulted in physical consequences and continuing emotional distress.
233. Plaintiff was within the zone of danger created by Mr. Dolloff, Defendant Isborn, and Defendant Pinkerton.

234. As a result of the inflicting acts of Mr. Dolloff, Defendant Isborn, and Defendant Pinkerton, Plaintiff has suffered and will continue to suffer severe emotional distress.
235. At all relevant times, Mr. Dolloff, Defendant Isborn, and Defendant Pinkerton were acting on behalf of and subject to the control of Defendant 9News.
236. In the alternative, the security services provided by Defendant Pinkerton and performed by Defendant Isborn and Mr. Dolloff are an inherently dangerous activity.
237. Defendant 9News is liable for the damages caused by Defendant Pinkerton, Defendant Isborn, and Mr. Dolloff.

WHEREFORE, Plaintiff requests this Court to enter judgment in his favor and against Defendant 9News, Defendant Pinkerton, and Defendant Isborn. Plaintiff seeks all categories of damages permissible by law, including past and future consequential damages, economic and noneconomic damages, and physical impairment damages; pre- and post- judgment interest; costs and attorney's fees as provided by law; and further relief as the Court deems just and proper.

PLAINTIFF REQUESTS A JURY OF SIX TO HEAR ALL ISSUES IN THIS CASE

Respectfully submitted the 10th day of August 2022.

THE DAN CAPLIS LAW FIRM, LLC

/s/ Megan Brewer

Daniel J. Caplis, #13171

Michael P. Kane, #34878

Amy Ferrin, #39310

Megan Brewer, #44843

Attorneys for Plaintiff

This document was filed electronically pursuant to Rule 121 § 1-26(7).
The original signed document is on file in counsel's office.

Plaintiff's Address:

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Greenwood Village, CO 80111