

AMENDED **SUMMONS**
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

LIVE NATION WORLDWIDE, INC., NBP COMPANIES, JAY WAYNE JENKINS aka "YOUNG JEEZY", DEF JAM RECORDINGS, and DOES 4-15, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CHARLES DENNIS; minors E.J. and E.J III, by and through their Guardian As Litem RITA COTTON

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

MAR 22 2017

T. NGO

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Santa Clara Superior Court
191 North First Street, San Jose, CA 95113

CASE NUMBER:
(Número del Caso):

115CV280456

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
ADANTE D. POINTER - 7677 Oakport Street, Suite 1120 Oakland, CA 94621 (510) 839-5200

DATE: **MAR 22 2017**
(Fecha)

Clerk of the Court

Clerk, by
(Secretario)

T. NGO

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

1 **JOHN L. BURRIS, Esq., SBN 69888**
2 **ADANTE D. POINTER, Esq., SBN 236229**
3 **LATEEF GRAY, Esq., SBN 250055**
4 **LAW OFFICES OF JOHN L. BURRIS**
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FILED

FEB 14 2017

Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
R. ARAGON DEPT.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR SANTA CLARA COUNTY**

11 **CHARLES DENNIS; minors E.J. and E.J. III,**
12 **by and through their Guardian Ad Litem, RIA**
13 **COTTON,**

14 **Plaintiffs,**

15 **v.**

16 **LIVE NATION WORLDWIDE, INC., NPB**
17 **COMPANIES, JAY WAYNE JENKINS aka**
18 **"YOUNG JEEZY", DEF JAM**
19 **RECORDINGS, and DOES 4-15, inclusive,**
20 **Defendants.**

Case No.: 115CV280456

Consolidated with Case No. 115CV282859

FIRST AMENDED COMPLAINT

WRONGFUL DEATH ACTION
UNLIMITED CIVIL CASE

Complaint Filed May 11, 2015

Hon. Joseph Huber, Dept. 21

FIRST AMENDED COMPLAINT

FAXED

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1 shooter looked like YOUNG JEEZY. The other stagehand worked with police to create a sketch
2 of the murder suspect. That sketch eerily resembles YOUNG JEEZY.

3 4. Mr. Johnson's three children lost their father and have endured great pain, distress,
4 anguish and loss of financial and emotional support due to this completely preventable, yet
5 unchecked act of violence.

6 5. Plaintiffs CHARLES DENNIS; and RIA COTTON as Guardian Ad Litem for
7 Decedent Eric Johnson's minor children E.J. and E.J. III, (hereinafter referred to as "Plaintiffs")
8 brings this complaint for wrongful death and negligence against Defendants, LIVE NATION
9 WORLDWIDE, INC. ("Live Nation"), NPB COMPANIES, DEF JAM RECORDINGS, JAY
10 WAYNE JENKINS also known as "YOUNG JEEZY" and DOES 4-15 inclusive. Plaintiffs make
11 a complaint for damages and demand for a jury trial as follows:
12

13 JURISDICTION AND VENUE

14 6. This court has jurisdiction over this matter because the incident and/or Plaintiffs'
15 injuries occurred at the Shoreline Amphitheatre, located at 1 Amphitheatre Pkwy, Mountain
16 View, CA 94043. Pursuant to California Code of Civil Procedure §395.5, this venue is proper
17 because the incident giving rise to liability occurred in Santa Clara County, State of California.
18

19 THE PARTIES

20 **The PLAINTIFFS**

21 7. Plaintiff Charles Dennis, is an adult residing in the State of California and is the
22 biological child and eldest son of Decedent Eric Johnson, Jr.
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1 8. Minor Plaintiffs E.J. and E.J. III, by and through their Guardian Ad Litem Ria Cotton.
2 E.J. is the Decedent and Ria Cotton's biological daughter and E.J.III is their biological son. The
3 minors reside with Ms. Cotton in the State of California and she has full custody of them.

4 **The DEFENDANTS**

5 9. Defendant LIVE NATION WORLDWIDE, INC (hereinafter referred to as "LIVE
6 NATION"), is a Delaware corporation qualified to do business in California and duly existing
7 under the laws of the State of California and doing business in the County of Santa Clara,
8 headquartered at 9348 Civic Center Drive, Beverly Hills, California 90210. LIVE NATION
9 leased the real property where the shooting took place, commonly referred to as Shoreline
10 Amphitheatre located in Mountain View, California. LIVE NATION was responsible for
11 organizing, promoting, selecting and hiring the artists and security personnel. LIVE NATION
12 had a duty to implement and execute a security plan to keep everyone attending, visiting and/or
13 doing business at the Shoreline Amphitheatre safe. LIVE NATION had a further duty to
14 safeguard the Shoreline Amphitheatre and provide adequate security to detect and prevent
15 violent incidents from taking place at the Shoreline Amphitheatre and/or during the Concert.
16 Defendant Live Nation Worldwide, Inc. had an exclusive lease agreement to operate, manage,
17 control and supervise the Shoreline Amphitheatre during the Concert.

18 10. Defendants joined under California Code of Civil Procedure section 382 are the
19 ESTATE OF ERIC JOHNSON, JR., ROSEANNA ROBINSON and ERIC JOHNSON, SR.
20 ROSEANNA ROBINSON and ERIC JOHNSON, SR. are the biological mother and father of
21 Decedent ERIC JOHNSON, JR. Ms. ROBINSON was issued letters of administration of the
22 Decedent's ESTATE in Alameda County Superior Court Case No.: RP 15753708.

23 11. Defendant JAY WAYNE JENKINS, an American musician, who performs under the
24

1 moniker "YOUNG JEEZY" (hereinafter referred to as "YOUNG JEEZY"), is being named as
2 previously named DOE Defendant 1. YOUNG JEEZY is being sued in his individual capacity
3 and in his capacity as an employee of LIVE NATION, DEF JAM RECORDINGS, the Tour
4 and/or the Concert.

5 12. Defendant DEF JAM RECORDINGS (hereinafter referred to as "DEF JAM"), an
6 American record label for whom YOUNG JEEZY records music, is being named as previously
7 named DOE Defendant 2. YOUNG JEEZY was working on behalf of DEF JAM
8 RECORDINGS while participating in the complained of Concert and/or Tour.

9 13. Defendant NPB Companies, Inc. (hereinafter referred to as "NPB"), an American
10 global tour and personal security company, is being named as previously named DOE Defendant
11 3. NPB was responsible for providing security for the "Under the Influence Tour" and had a duty
12 to safeguard the Shoreline Amphitheatre as well as protect and prevent concertgoers, members of
13 the general public and Tour staff from violence and/or harm at the Concert. NPB had a further
14 duty to implement and execute a security plan and to provide adequate security to detect and
15 prevent violent incidents from taking place at the Shoreline Amphitheatre and/or during the
16 Concert.

17 14. Plaintiffs are ignorant of the true names and/or capacities of Defendants sued herein
18 as DOES 4 through 15, inclusive, and therefore sue said Defendants by such fictitious names.
19 Plaintiffs will amend this complaint to allege their true names and capacities when ascertained.
20 Plaintiffs believe and allege that each of the DOE Defendants is legally responsible and liable for
21 the incident, injuries and damages hereinafter set forth. Each Defendant proximately caused
22 injuries and damages because of their intentional conduct, negligence, breach of duty, negligent
23 supervision, management or control, violation of public policy, and/or failure to provide
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1 adequate security measures at the Shoreline Amphitheatre. Each Defendant is liable for his/her
2 personal conduct, vicarious or imputed negligence, fault, or breach of duty, whether severally or
3 jointly, or whether based upon agency, employment, ownership, entrustment, custody, care or
4 control or upon any other act or omission. Plaintiffs will ask leave to amend this complaint
5 subject to further discovery.

6
7 **FACTS**

8 16. Defendant LIVE NATION WORLDWIDE, INC. selected, hired and invited rap
9 artists Wiz Khalifa, Young Jeezy, Rich Homie Quan, TY\$, Tyga, Mack Wilds, and Sage the
10 Gemini to perform at the Shoreline Amphitheatre located in the City of Mountain View,
11 California for the "Under the Influence of Music" Concert (hereinafter "Concert") on August 22,
12 2014. LIVE NATION has and/or had an exclusive lease agreement to operate, manage and
13 provide security services at the Shoreline Amphitheatre for the Concert. LIVE NATION also
14 promoted and sold tickets to the Concert.

15 17. NPB was also responsible for providing security services for the Tour and worked in
16 conjunction with LIVE NATION to design, prepare and administer security services at the
17 Concert including, but not limited to, the Tour Security Rider.

18 18. LIVE NATION knew or should have known that many of the rap artists they
19 selected, invited, promoted and hired to perform at the Shoreline Amphitheatre are known to
20 attract violent and unruly crowds at their concerts and shows. Defendants knew or should have
21 also known that many of the rap artists they selected, hired, promoted and invited to perform at
22 the Concert have themselves been investigated, detained, arrested and/or convicted of
23 committing violent criminal acts.

1 19. For example, on information and belief, Plaintiffs state that on March 1, 2012, a
2 brawl erupted at a YOUNG JEEZY concert in Orlando, Florida; on April 5, 2012, one (1) person
3 was shot multiple times while attending a YOUNG JEEZY concert in Toronto, Ontario; on April
4 6, 2012, three (3) people were shot while attending a YOUNG JEEZY concert in London,
5 Ontario. On information and belief, Plaintiffs further state that on December 22, 2013, one (1)
6 person was shot and killed while attending a Rich Homie Quan concert in Columbus, Ohio and
7 on March 5, 2014, two (2) people were shot and killed at a Rich Homie Quan concert in New
8 Orleans, Louisiana.

9 20. The 2014 Tour was marred by incidents of violence such as shootings, fights and
10 assaults resulting in concertgoers being severely injured. The aforementioned acts of violence
11 took place prior to the Tour arriving at the Shoreline Amphitheatre on August 22, 2014
12 ("Concert") and LIVE NATION, NPB, and DEF JAM knew or should have known about the
13 aforementioned incidents.

14 21. Despite the high foreseeability of a violent act occurring at the Concert, Defendants
15 LIVE NATION and NPB failed to employ reasonable security measures to prevent guns from
16 being brought into the Shoreline Amphitheatre. For example, Defendants LIVE NATION and
17 NPB failed to physically search each artist, members of their respective entourages or Tour
18 vehicles for weapons, drugs or contraband prior to permitting them access to the Shoreline
19 Amphitheatre. In addition, Defendants LIVE NATION and NPB failed to use metal detectors
20 and/or wands to check the artists, members of their entourages or vehicles for weapons prior to
21 permitting them access to the Shoreline Amphitheatre. In fact, the Tour's Security Rider,
22 developed by Live Nation and NPB, forbade any uniformed police officers from being present in
23 the backstage area while the Tour's headliner, Wiz Khalifa, performed. Moreover, the shooter
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1 must have had intimate knowledge of all the inner workings of the Concert, as the shooting took
2 place at a time when the Concert was scheduled to have no police presence backstage and there
3 was a loud, explosive pyrotechnics display taking place. LIVE NATION and NPB were aware,
4 condoned and/or permitted these dangerous conditions to exist despite knowing about the prior
5 acts of violence that had taken place during the Tour.

6 22. The cumulative effect of the Defendants' failures was the creation of an extremely
7 unsafe environment that made it foreseeable that a shooting could occur. Defendants LIVE
8 NATION and NPB concealed the risk that everyone attending the Concert was exposed to by
9 failing to notify their guests of the propensity and high likelihood of a violent act occurring at the
10 Concert.

11 23. Decedent, 38-year-old Mr. Eric Johnson ("Decedent"), was a well-known Bay Area
12 based entertainment industry insider, who managed several music artists, ran a record label and
13 promoted concerts and nightclub parties, under the business entity Full Pull Entertainment. He
14 went to the Concert in order to confirm YOUNG JEEZY'S appearance at an afterparty he was
15 hosting at a nearby San Jose nightclub. Under the terms of the written contract securing YOUNG
16 JEEZY'S appearance, Mr. Johnson paid half of the appearance fee upfront several weeks in
17 advance of the Concert and was obligated to pay the remaining balance once YOUNG JEEZY
18 made it to the nightclub. However, in the hours leading up to the after-party, neither YOUNG
19 JEEZY, nor his crew confirmed the rapper's appearance. As such, the nightclub asked Mr.
20 Johnson to go to the Shoreline Amphitheatre to confirm that YOUNG JEEZY was in fact,
21 coming.

22 24. Once he arrived at the Shoreline Amphitheatre, Mr. Johnson was granted access to
23 the Shoreline Amphitheatre and drove his white BMW into the Shoreline Amphitheatre's
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1 backstage parking area. Mr. Johnson remained backstage where he waited for the Concert to
2 end. He had arranged for YOUNG JEEZY and his crew to be chauffeured to the nightclub in a
3 waiting Sprinter Van. Unbeknownst to Mr. Johnson, altercations had taken place earlier that day
4 amongst and/or between the entourages on Tour, prompting police to rush to the Shoreline
5 Amphitheatre.

6 25. Conspicuously, at or about 11:00 p.m., the time Wiz Khalifa's set was coming to an
7 end, a verbal altercation ensued involving the Decedent and a person who the media initially
8 reported was associated with YOUNG JEEZY'S entourage. During this time, there was no
9 police presence backstage and there was a pyrotechnics display taking place, factors known only
10 by those intimately familiar with the inner workings of the Tour. Defendants' security personnel
11 failed to prevent, intervene and/or stop the altercation and with no police officers in sight or
12 present in the bustling backstage area, a black male approached Mr. Johnson's car and shot
13 several rounds into the front driver side door and window. Mr. Johnson who was sitting in the
14 front passenger seat got out the car and tried to run away. The assailant followed Mr. Johnson
15 and fired additional rounds and when Mr. Johnson fell to the ground the assailant stood over him
16 and fired additional shots.

17 26. Two independent eyewitnesses, who were working the Concert and just so happened
18 to be in the backstage area at the time of the killing, saw this horrific murder. The Mountain
19 View Police Department questioned both witnesses and took their statements. However, the
20 Mountain View Police Department never showed them any pictures or videos of anyone whom
21 they suspected of being the culprit, nor were the witnesses asked to identify anyone in a photo or
22 in-person line-up despite one of the witnesses telling the Mountain View Police Department that
23 Mr. Johnson's killer looked like YOUNG JEEZY. This same eyewitness repeated his claims
24

1 under oath at his deposition more than two years after the murder stating, "[m]y testimony is that
2 the shooter looked like Young Jeezy." This stagehand also circled a photograph of YOUNG
3 JEEZY out of a six-pack photo-lineup as the person most resembling the shooter.

4 27. In the days following the shooting, another stagehand, who also witnessed the
5 shooting, described the shooter to the Mountain View Police Department. After a series of
6 communications, a composite sketch was developed. The composite sketch is eerily similar to
7 the way YOUNG JEEZY looked on the night of the incident.

8 28. Unfortunately, the Defendants' inadequate security measures, such as failing to have
9 a log identifying each person who was permitted to be in the backstage area, searching artists,
10 their entourages and/or Tour vehicles, using metal detectors at each point of entry into the
11 backstage area or having any police officers posted in the backstage area, created a dangerous
12 environment wherein the murderer felt comfortable and confident enough to commit such a
13 heinous and brazen act without reasonable fear of being apprehended or the murder weapon
14 being recovered.

15 29. Initial media reports related to the incident indicated YOUNG JEEZY and/or
16 members of his entourage may have been involved in the altercation with the Decedent
17 immediately prior to the gunshots being fired. Those reports also revealed that when Police later
18 searched YOUNG JEEZY'S tour bus, they discovered automatic assault weapons, and arrested
19 the rapper along with members of his entourage for unlawful possession of the firearms. Neither
20 the rapper nor any members of his entourage were charged in relation to the shooting.

21 30. Without the implementation of adequate security measures, Defendants exposed the
22 Decedent along with countless other concertgoers to the aggressive and violent acts of third
23 parties and/or the artists and/or their entourages. Plaintiffs are informed and believe, and hereon
24

1 allege that the Defendants failed to take basic, reasonable steps to prevent this shooting from
2 taking place. Their negligence includes, but is not limited to:

- 3 a. Failing to have an adequate security presence backstage in the Shoreline Amphitheatre
- 4 b. Failing to perform thorough searches of all guests, performers, and the members of the
- 5 rappers' entourages
- 6 c. Failing to search tour buses and vehicles associated with each rapper
- 7 d. Failing to place metal detectors at all entrances to the venue (including backstage)
- 8 e. Failing to have any police officers backstage
- 9 f. Failing to maintain a list of all persons who had access to the backstage area

10 31. Plaintiffs are informed and believe, and hereon allege that there have been numerous
11 violent incidents at concerts around the country promoted and/or organized by the Defendants,
12 which put the Defendants on notice of such dangerous and unsafe conditions.

13 32. Despite several violent incidents at concerts promoted by the Defendants, they failed
14 to initiate and adhere to a policy of providing additional security measures in response to the
15 violence that has consistently occurred at concerts promoted by the Defendants.

16 33. The Defendants' failure to provide proper security measures was a substantial factor
17 in the untimely death of Decedent Eric Johnson, Jr.

18 34. The Defendants could have prevented the shooting by and through reasonable
19 security measures.

20 **FIRST CAUSE OF ACTION**
21 **NEGLIGENCE**

22 (ALL PLAINTIFFS AGAINST DEFENDANTS LIVE NATION, DEF JAM, NPB & DOES 4-
23 15, inclusive)

1 35. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
2 herein, except those that indicate intentional and/or reckless intent and/or conduct above as if
3 fully set forth in detail therein.

4 36. Defendants had a duty to use reasonable care to secure, safeguard and protect guests
5 attending the Concert. Defendants breached their duty of care by failing to take reasonable steps
6 to ensure the safety of Decedent Eric Johnson and prevent him from being violently attacked,
7 shot and killed while attending the Concert at the Shoreline Amphitheatre on August 22, 2014.

8 37. Defendants had reason to know of dangerous conditions resulting from selecting,
9 inviting and hiring, the rap artists to perform. Defendants had reason to know of the dangerous
10 conditions resulting from promoting the rap artists in attendance and the violent and unruly
11 crowds they attract. Defendants had reason to know that failing to have a police presence
12 backstage would make the occurrence of violent acts more likely. Defendants had reason to
13 know of dangerous conditions resulting from its failure to search all persons in the venue
14 properly. Given the multitude of violent incidents, including shootings, at their concerts around
15 the world, Defendants knew that the rap Concert at Shoreline Amphitheatre on August 22, 2014
16 was prone to have a violent incident occur, and it was reasonably foreseeable that failure to both
17 properly search persons for weapons prior to entering the venue and maintain a police presence
18 backstage would result in violence.

19 38. Due to this heightened foreseeability raised by past incidents, Defendants are liable
20 for negligence for failing to take reasonable security precautions.

21 39. Defendants had a duty to take reasonable and appropriate measures to protect ALL
22 invitees from imminent violence and criminal conduct. Defendants were well aware that persons
23 entering the backstage area of the Shoreline Amphitheatre were not being searched for weapons.
24

1 40. Defendants were reckless and careless by failing to thoroughly search performers and
2 their entourages. The rap artists performing at the Shoreline Amphitheatre on August 22, 2014
3 had well-known histories of violence and criminal conduct.

4 41. Despite their knowledge, the Defendants neglected to make sure there was any police
5 presence backstage, and did not require that a log be maintained to identify each person who
6 accessed the backstage area before, during, and after the concert. Defendants also failed to have
7 any video cameras set up to deter and/or detect criminal conduct.

8 42. As a direct and proximate result of the aforementioned acts and/or omissions by the
9 Defendants, Decedent Eric Johnson Jr. was shot multiple times and died as a result of those
10 gunshot wounds.

11 **SECOND CAUSE OF ACTION**
12 **PREMISES LIABILITY**

13 (ALL PLAINTIFFS AGAINST DEFENDANT LIVE NATION, DOES 4-15, inclusive)

14 43. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
15 herein, except those that indicate intentional and/or reckless intent and/or conduct above as if
16 fully set forth in detail therein.

17 44. Defendants, with knowledge of frequent violent criminal activity at their concerts and
18 events, hired artists known to engage in violent conduct, failed to maintain the Shoreline
19 Amphitheatre in a safe condition and failed to provide adequate security to persons on their
20 property.

21 45. Said frequent violent criminal activities were of such nature and frequency so as to
22 create a dangerous condition upon Defendant's premises.

1 46. Defendants had actual and constructive notice of said dangerous conditions, yet failed
2 to make safe by providing adequate security measures and failed to warn persons, such as the
3 Decedent, of said dangerous conditions.

4
5 **THIRD CAUSE OF ACTION**
6 **WRONGFUL DEATH**

7 (ALL PLAINTIFFS AGAINST DEFENDANTS LIVE NATION, NPB, DEF JAM, YOUNG
8 JEEZY & DOES 4-15, inclusive)

9 47. Plaintiffs hereby re-allege and incorporate by reference each and every allegation
10 herein above as if fully set forth in detail therein.

11 48. Decedent Eric Johnson Jr. entered upon the premises of the Shoreline Amphitheatre
12 as an invitee and/or guest.

13 49. Defendants LIVE NATION, NPB, DEF JAM and does 4-15 negligently, carelessly,
14 recklessly, wantonly, and unlawfully operated, and supervised the Shoreline Amphitheatre on
15 August 22, 2014 so as to directly and proximately cause death to Decedent Eric Johnson, Jr.

16 50. Defendant Young Jeezy unlawfully killed Decedent Eric Johnson Jr. at the Shoreline
17 Amphitheatre on August 22, 2014 when he shot him multiple times, such that Young Jeezy
18 directly and proximately caused death to Decedent Eric Johnson Jr.

19 51. As a direct and proximate result of the malicious, willful, wanton, reckless and
20 intentional conduct of Defendant Young Jeezy, which resulted in death, Plaintiffs have sustained
21 severe and serious injury to their Persons, all to Plaintiffs' damages in a sum within the
22 jurisdiction of this Court and to be shown according to proof.

52. The Decedent died leaving three children, and this action is for the benefit of those heirs.

53. As a direct and proximate result of the negligent, careless, and reckless conduct of Defendants, which resulted in death, Plaintiffs have sustained severe and serious injury to their Persons, all to Plaintiffs' damages in a sum within the jurisdiction of this Court and to be shown according to proof.

54. Plaintiffs have been caused the deprivation of future services, earnings, protections, and comfort of their father, Decedent Eric Johnson, Jr., all to their great loss and damage to be shown according to proof.

55. As a direct and proximate result of the conduct of Defendants and the resulting death of Decedent Eric Johnson Jr., Plaintiffs have been compelled to incur expenses as well as other special damages, all to the damage of these Plaintiffs, in an amount to be shown according to proof.

WHEREFORE, PLAINTIFFS pray for relief as hereinafter set forth.

JURY DEMAND

1. PLAINTIFFS hereby demand a jury trial in this action.

PRAYER

1. For general damages in sum to be determined at trial;
2. For special damages, including but not limited to, past, present and/or future wages lost, income and support, and other special damages in a sum to be determined according to proof;
3. For funeral and burial expenses according to proof;

4. For reasonable attorney's fees
5. For cost of suit herein incurred
6. For punitive damages.

DATED: January 10, 2017



ADANTE D. POINTER
LAW OFFICES OF JOHN L. BURRIS
Attorneys for Plaintiffs

SANTA CLARA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

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Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2784

SANTA CLARA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION INFORMATION SHEET

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
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