

# **EXHIBIT 1**

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

COUNTY OF MECKLENBURG

17-CVS-9298

MICHAEL WALLACE, CARLA  
WALLACE, THOMAS VAN  
WINGERDEN and LINDSEY VAN  
WINGERDEN,

Plaintiffs,

vs.

COMPLAINT

PAVILION PARTNERS, LIVE NATION  
ENTERTAINMENT, INC., LIVE NATION  
WORLDWIDE, INC., and LEGENDS  
HOSPITALITY, LLC,

Defendants.

Plaintiffs, complaining of Defendants, allege and say as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiffs Michael Wallace ("Mike" or "Mike Wallace") and Carla Wallace ("Carla") (collectively, the "Wallaces") are husband and wife, and are adult citizens and residents of Cabarrus County, North Carolina.

2. Plaintiffs Thomas Van Wingerden ("Thomas") and Lindsey Van Wingerden ("Lindsey") (collectively, the "Van Wingerdens") are husband and wife, and are adult citizens and residents of Cabarrus County, North Carolina. The Wallaces and the Van Wingerdens are hereinafter referred to collectively as the "Plaintiffs" or the "Wallace Family."

3. Upon information and belief, Defendant Pavilion Partners is a general partnership with its principal offices located in Atlanta, Georgia. Upon further information and belief, Pavilion Partners is the owner in fee simple of the real property located at 707 Pavilion Boulevard, Charlotte, North Carolina (the "Pavilion"), including, but not limited to the area known as the VIP Parking Lot as described more fully below.

4. Upon information and belief, Defendant Live Nation Entertainment, Inc. ("LNE") is a Delaware corporation with its principal offices located in Beverly Hills, California. Upon further information and belief, LNE transacts substantial business in Mecklenburg County, North Carolina, including, but not limited to operating all aspects of the business located at the Pavilion. Upon further information and belief, Pavilion Partners is a subsidiary of LNE, and is directly or indirectly owned and controlled by LNE.

5. Upon information and belief, Defendant Live Nation Worldwide, Inc. (“LNWW”) is a Delaware corporation with its principal offices located in Beverly Hills, California. Upon further information and belief, LNWW, in conjunction with LNE (and collectively, “Live Nation”) transacts substantial business in Mecklenburg County, North Carolina, including, but not limited to operating all aspects of the business located at the Pavilion.

6. Upon information and belief, Defendant Legends Hospitality, LLC (“Legends”) is a Delaware limited liability company with its principal office located in New Jersey. Upon further information and belief, Legends transacts substantial business in Mecklenburg County, North Carolina. Pavilion Partners, Live Nation, and Legends are collectively referred to herein as the “Defendants.”

7. This Court has jurisdiction over the parties and subject matter of this action.

8. Venue is proper in Mecklenburg County because the Defendants’ tortious conduct giving rise to this action, and the damages suffered by the Plaintiffs on the night of June 17, 2016 occurred here.

9. The amount in controversy exceeds \$25,000.

10. This is an action to recover substantial damages stemming from an unprovoked and vicious assault upon the Wallace Family at the Pavilion following a Rascal Flatts concert on June 17, 2016 (the “Concert”). As set forth in detail below, Defendants invited the assailants to the Pavilion despite a history of physical confrontations and assaults; allowed the assailants to utilize the Pavilion’s VIP Parking Lot despite their history of violence; greatly overserved the assailants with alcoholic beverages throughout the Concert, despite their open and obvious intoxication; and adopted a series of policies and practices such that during the course of the lengthy attack upon the Wallace Family, Defendants’ personnel failed and refused to intervene at all. The Defendants breached these and every other conceivable duty and obligation to the Wallace Family, directly resulting in substantial personal injuries.

## FACTUAL ALLEGATIONS

### *Background of the Parties*

11. Mike Wallace is a popular and decorated professional racecar driver. With the exception of 2016, since 1990, Mike Wallace has raced continually and successfully in NASCAR’s top three racing series, which are currently known as the Monster Energy NASCAR Cup Series, the Xfinity Series, and the Camping World Truck Series. Mike Wallace is a member of a family considered by many to be NASCAR “royalty.” His brothers are famed drivers Rusty Wallace and Kenny Wallace.

12. The Wallaces have been married for 37 years, and have three children, including Lindsey.

13. After recovering from some health issues (unrelated to the matters at issue in this case) Mike Wallace was ready, willing and able to resume his racing career in the summer of 2016.

14. The Van Wingerdens have been married for seven years, and have their first child "on the way." At the time of the assault described below, the Van Wingerdens were in the midst of reproductive therapy in their quest to have children.

15. For many years, the Wallace Family has attended concerts at the Pavilion, utilizing box seats. On many of such occasions, various Live Nation employees would greet Mike Wallace personally, take pictures with him, and express their pleasure with having him and his family as guests of the Pavilion.

16. Upon information and belief, LNE is a public company. Upon further information and belief, through a series of mergers and acquisitions, the PNC Music Pavilion in Charlotte, North Carolina is now owned and controlled by Live Nation (either directly, or through affiliates and subsidiaries, such as Pavilion Partners).

17. Live Nation touts itself as the "Global Leader for Live Entertainment," boasts having 530 million fans across 37 countries, and reported revenue for LNE of \$7.2 billion in 2015 alone.

18. Upon information and belief, Live Nation entered into a contract with Legends such that Legends agreed, as agent of Live Nation, to provide food and beverage services to guests of Live Nation at the Pavilion at all times pertinent to this Complaint, including June 17, 2016.

19. Upon information and belief, in turn, Legends employees and agents served all alcohol that was available for sale to guests of the Pavilion, within the Pavilion, on June 17, 2016.

20. Upon information and belief, during 2016 (and possibly before), Live Nation had an agreement with a Union County, North Carolina-based company called Lucas Lawn & Landscape, Inc. ("Lucas Lawn") to maintain the grounds at the Pavilion. Upon further information and belief, in return for having the Pavilion's grounds maintained, Live Nation provided Lucas Lawn with box seats, numerous tickets, and multiple passes to access designated parking spots in a VIP parking lot for each concert at the Pavilion.

21. Upon information and belief, Lucas Lawn is a family-owned business, which at times has employed various family members.

22. The Wallaces are informed and believe that on multiple occasions prior to June 17, 2016 (including one incident just a few weeks before), Lucas family members, and other guests of the Lucas family engaged in violent conduct between each other, and with other guests of Live Nation, which resulted in Live Nation security personnel and police involvement. In

each of these instances, the participants were obviously and extremely intoxicated and presented an open and obvious threat to the health and safety of Live Nation's guests at the Pavilion.

23. These past violent disturbances occurred in the VIP Parking Lot, and in other areas of the Pavilion. The VIP Parking Lot is a special, designated parking lot directly adjacent to the main portion of the amphitheater. The VIP Parking Lot contains reserved spaces, which are primarily for use by owners of season tickets and box seats at the Pavilion. It is an expensive, and exclusive portion of the Pavilion, and leads directly into a VIP entrance.

24. At each of their events at the Pavilion, Live Nation employs and stations security personnel at various entrances to the Pavilion and other predetermined locations. The security personnel wear brightly colored jackets with the words "security" printed in large, black letters, giving every indication that those Live Nation representatives are specifically tasked with maintaining order and if needs be, physically removing guests that have broken Pavilion rules or have put the health and safety of other Live Nation guests at risk.

25. Despite such repeated, violent behavior, Live Nation and its security personnel took no action to prevent the Lucas family or their guests from engaging in violent assaults or other threatening behavior in the VIP Parking Lot. Instead, Live Nation:

- a. continued to provide Lucas Lawn with multiple reserved parking spots in the VIP Parking Lot;
- b. permitted Lucas Lawn and its invitees to utilize box seats at the Pavilion for all shows;
- c. in no way restricted Lucas Lawn or its invitees from purchasing excessive amounts of alcohol;
- d. did not ban or prevent any particular person from utilizing the referenced seats or parking spaces;
- e. took no action to increase or change security measures in the VIP Parking Lot to protect its guests against a known risk to the health and safety of its guests;
- f. took no action to modify security protocols for the VIP Parking Lot to protect its guests against a known risk to the health and safety of its guests;
- g. actually instructed its security personnel not to interfere with or attempt to break up physical altercations that involved multiple assailants; and
- h. failed to warn the Wallace Family (or other guests) of the violent past and tendencies of the Lucas Lawn family members and guests, notwithstanding the fact that the Wallaces often utilized designated parking spaces in the VIP Parking Lot when attending events at the Pavilion.

26. Upon information and belief, despite repeated physically violent incidents involving the same group of Live Nation guests, Live Nation adopted and maintained a policy for its security personnel to refuse to interfere with or attempt to break up any physical altercation involving multiple assailants. Essentially, the policy made certain that guests of Live Nation who were “jumped” by multiple people would not only be unable to fend for themselves, but were guaranteed to have no assistance from the security personnel that otherwise gave the appearance of being ready and willing to assist in the event of an altercation or other problem.

*The June 17, 2016 Assault Upon the Wallace Family*

27. On the evening of Friday, June 17, 2016, the Pavilion and Live Nation hosted a Rascal Flatts concert (the “Concert”).

28. The Wallace Family, along with some close friends, decided to attend the Concert.

29. Utilizing passes for the VIP Parking Lot, prior to the Concert, the Wallace Family and their close friends arrived in multiple cars, and parked in spaces designated by Pavilion Partners and Live Nation.

30. Immediately upon parking, the Wallace Family encountered a large, boisterous group of people – mostly young adults – surrounding multiple vehicles which were parked in spaces directly facing the Wallace Family vehicles. The group appeared to be inebriated, and the Wallace Family observed at least one open bottle of hard liquor on the back of one of those vehicles. Multiple Wallace Family members also smelled illegal drugs emanating from the group.

31. The Wallace Family had never encountered this group of people before, and did not know them.

32. The Wallace Family walked into the Pavilion, enjoyed the entirety of the Concert and stayed for a few minutes after the show to allow the remaining guests to leave (and to allow the parking lots to thin out).

33. Unbeknownst to the Wallace Family, various members of the large group of people they encountered in the VIP Parking Lot were employees, former employees, family members and friends of the Lucas family and Lucas Lawn.

34. Unbeknownst to the Wallace Family, many of those same individuals viewed the Concert from box seats owned by or reserved for Lucas Lawn and its guests.

35. Unbeknownst to the Wallace Family, the individuals that viewed the Concert from those box seats drank enormous quantities of alcoholic beverages during the Concert, all of which were provided by the Defendants and their employees or agents.

36. Upon information and belief, because members of the Lucas Lawn group were so loud and threatening during the Concert, at least one of Defendants' employees or agents refused to serve the group.

37. However, upon further information and belief, one of Defendants' other servers did agree to serve the group, and brought the group alcoholic drinks throughout the show. The Wallace Family is informed and believes that the Lucas Lawn group was so obviously inebriated during the show, guests in neighboring sections were reaching over and taking their drinks from them. The Lucas Lawn group did not realize this, and simply continued to order more and more alcoholic beverages, which Defendants provided. By the end of the show, numerous members of the Lucas Lawn group were so inebriated, they could not walk straight. The Wallace Family was unaware of any of this.

38. Upon information and belief, one or more other guests of Live Nation were in shock that Defendants' server continued to bring alcoholic beverages to the Lucas Lawn group, given their open and obvious level of inebriation.

39. After the Concert ended and the Wallace Family decided to return to their vehicles, they encountered a member of the Lucas Lawn group, and remembered seeing him when they first parked their vehicles. That member of the Lucas Lawn group was wandering aimlessly. He was unable to speak coherently and appeared unable to find the exit, apparently due to being incredibly inebriated. Eventually, a member of the Lucas family (believed to be Nathan Lucas) escorted him out towards the VIP Parking Lot.

40. When the Wallace Family arrived at their vehicles, they encountered a large group of people (significantly larger than prior to the Concert), gathered around vehicles parked directly in front of the Wallace Family vehicles. Many people were on, in and around a truck badged with the Lucas Lawn logo. Nathan Lucas stood on the back of the truck.

41. Mike Wallace, in a friendly manner, asked how the group enjoyed the concert.

42. Immediately, one member of the group, Nathan Lucas, began yelling obscenities at Mike Wallace. Nathan Lucas then launched himself directly at Mike Wallace from the back of the pickup truck on which he was standing, and struck Mike Wallace in the head. Mike Wallace lost consciousness, but regardless, Nathan Lucas continued wildly swinging punches at Mike Wallace as he crumpled to the ground. While this occurred, Live Nation security personnel did nothing to intervene.

43. Lindsey saw the attack upon her father. As Lindsey attempted to run to her father's aid, another member of the Lucas Lawn group grabbed and choked Lindsey, while yet another member of the group knocked Lindsey to the ground. While this occurred, Live Nation security personnel did nothing to intervene.

44. When Mike Wallace hit the ground, another member of the Lucas Lawn group, Taylor Mangum, pinned Mike Wallace down (which was not difficult to do, given that he was



unconscious), whereupon Nathan Lucas hit Mike Wallace in the face with three uppercuts. While this occurred, Live Nation security personnel did nothing to intervene.

45. Lindsey lay on the ground screaming for help and watched as her father's unconscious body continued to be beaten. While Lindsey was screaming for help, which did not arrive, she was repeatedly punched and kicked by members of the Lucas Lawn group. While this occurred, Live Nation security personnel did nothing to intervene.

46. Eventually, Lindsey was able to get up off of the ground with her husband, Thomas' assistance. She ran toward her father to try to protect him. At the same time, another member of the Lucas Lawn group, Paul Lucas, knocked Lindsey to the ground, fracturing her wrist. While on the ground, Paul Lucas repeatedly kicked Lindsey in the stomach and chest, breaking her ribs. While this occurred, Live Nation security personnel did nothing to intervene.

47. During the attack on Lindsey, Thomas attempted to lay his body over hers to prevent her from being kicked and punched. As he did so, Paul Lucas and Taylor Mangum then repeatedly kicked and punched Thomas in the face, throat, and body. While this occurred, Live Nation security personnel did nothing to intervene.

48. During this portion of the assault, a friend of the Wallace Family yelled that Lindsey was pregnant and to stop attacking her. Lindsey was not actually pregnant (and in fact, she and Thomas were in the midst of undergoing reproductive therapy in an effort to have children). Regardless, the assault on Lindsey did not stop. While this occurred, Live Nation security personnel did nothing to intervene.

49. While Lindsey and Thomas were being beaten, a Good Samaritan (who was unaffiliated with the Wallace group or the Lucas Lawn group), who upon information and belief is also a trained nurse, saw what was happening and rushed to Mike Wallace's aid. She got on the ground and laid Mike's head in her lap, believing him to be dead. While Mike's head lay in her lap, a person believed to be Nathan Lucas kicked Mike in the head, opening a large gash, spraying the Good Samaritan with blood. While this occurred, Live Nation security personnel did nothing to intervene.

50. Eventually, Lindsey and Thomas were able to get off the ground, and come to Mike's aid.

51. Lindsey watched the attack on her father in horror. She screamed words to the effect of "[t]hat's my dad and he just had heart surgery – leave him alone" but the assault continued. Seeing Mike's limp body, Lindsey also thought he was dead. While this occurred, Live Nation security personnel did nothing to intervene.

52. While Lindsey lay on top of Mike in an effort to protect him, Nathan Lucas and other members of the Lucas Lawn group continued to wildly punch and kick at and near Mike. While this occurred, Live Nation security personnel did nothing to intervene.



53. Lindsey and Thomas attempted to shield Mike from additional kicks and punches, and Thomas took off his shirt in order to wipe all of the blood off of Mike's face (to survey the damage and allow him to breathe). Upon wiping his face, the Good Samaritan realized it was Mike Wallace, a relative through marriage who she knew well. Until that moment, she had no idea it was Mike's head in her lap.

54. As Mike's head lay in the lap of the Good Samaritan, he slowly regained consciousness, looked to the side, and saw Lindsey and Thomas on the ground after being beaten.

55. Another unaffiliated Good Samaritan rushed over and yelled at Nathan Lucas to stop. He responded by trying to punch her in the face, but fortunately missed. While this occurred, Live Nation security personnel did nothing to intervene.

56. During this lengthy assault, Carla attempted to rush to Mike's aid, but was also attacked by members of the Lucas Lawn group. Carla was grabbed, hit, and shoved to the ground by, upon information and belief, Nathan Lucas. While this occurred, Live Nation security personnel did nothing to intervene.

57. Live Nation security personnel and other Live Nation employees did literally nothing to stop the assault. Rather, numerous security members simply watched the assault occur until it reached its conclusion.

58. During, or immediately following the attack, a bystander heard a Live Nation security employee state words to the effect of, "these boys have been in fights out here before."

59. Upon information and belief, the attack on the Wallace family was the fifth time the Lucas Lawn group had been involved in a physical altercation at the Pavilion.

60. Upon information and belief, during the entirety of the assault upon the Wallace Family, numerous bystanders yelled and pleaded with Live Nation personnel to intervene and stop the assault. They did nothing.

61. After numerous minutes passed, the assault finally ended.

62. Mike Wallace was then placed into an ambulance and transported to a hospital for treatment for his injuries.

63. Mike suffered a likely concussion, lost a tooth which was punched or kicked out of his mouth, had a root canal, and as of the date of this Complaint continues to wear a prosthetic for his tooth until he can ultimately have corrective surgery. He also received twelve stitches inside of his mouth, had the gash on his head closed, and received treatment for a series of soft tissue injuries and abrasions over the entirety of his body. Mike's entire body was covered with bruises for weeks following the assault.

64. As a result of the attack, Mike suffered and continues to suffer from blurred vision in his right eye, which may or may not ever improve, along with debilitating headaches.

65. So long as his vision remains blurred, Mike is unable to safely operate a race car, and is unable to resume his racing career.

66. As a result of the attack and resulting blurred vision, Mike has already been forced to turn down one opportunity to race in multiple races in the 2017 Monster Energy NASCAR Cup Series. That missed opportunity is expected to result in lost earnings of at least \$200,000.

67. Following the assault, Lindsey was severely lightheaded, and was forced to give a statement to the police while lying on her back. She was then placed into an ambulance whereupon she lost consciousness, and was transported to a hospital to receive treatment for her injuries. As a result of the assault, Lindsey suffered from a fractured wrist, broken ribs, and numerous cuts, abrasions, and other soft tissue injuries.

68. Lindsey has also been diagnosed with post-traumatic stress disorder and has had an enormously difficult time readjusting to "normal life." She lives in constant fear of being attacked in places where she otherwise should feel safe. Lindsey was forced to miss significant time from work due to her physical and emotional injuries.

69. Following the assault, Thomas' lip was broken open, he had suffered a dislocated shoulder, his face was covered in blood, and the entirety of his body was covered in bruises and abrasions.

70. Following the assault, Carla's body was covered in bruises and abrasions.

71. Plaintiffs bring this action to recover consequential, incidental, special, and other actual damages, plus punitive damages, from all Defendants, resulting from their gross, *per se*, and common law negligence which proximately and directly led to Plaintiffs' injuries.

72. Because all Defendants acted in concert to cause Plaintiffs' harm, they should be held jointly and severally liable for all of Plaintiffs' damages.

#### **FIRST CLAIM FOR RELIEF**

**[Negligence *Per Se* – Violation of N.C. Gen. Stat. § 18B-305; Gross Negligence; Common Law Negligence Associated with the Sale of Alcohol to Openly Intoxicated Individuals – All Defendants]**

73. Plaintiffs restate and incorporate by reference the allegations set forth in the preceding paragraphs.

74. Defendants are authorized to sell alcoholic beverages incident to the running of their businesses at the Pavilion, pursuant to Chapter § 18B of the North Carolina General Statutes.

75. At all times pertinent to this Complaint, Defendants constitute a “permittee” as that term is utilized in Chapter 18B of the North Carolina General Statutes.

76. N.C.G.S. § 18B-305(a) states, in pertinent part, that: “[i]t shall be unlawful for a permittee or his employee ... to knowingly sell or give alcoholic beverages to any person who is intoxicated.”

77. This statute exists, in part, to prevent the community from injuries associated with coming into contact with intoxicated persons.

78. All of the members of the Lucas Lawn group that participated in the vicious assault upon the Wallace Family, including, but not limited to Nathan Lucas, Paul Lucas, Michael Lucas, Vickie Lucas and Taylor Mangum, were visibly intoxicated during the Concert. They showed numerous tell-tale signs of extreme intoxication including, but not limited to the inability to walk in a straight line, glassy eyes, belligerence, confusion, withdrawal from their social setting, and a failure to recognize their surroundings.

79. The various mentioned members of the Lucas Lawn group were so intoxicated that unrelated third parties who attended the Concert steered clear of them, given their obvious drunkenness and belligerence.

80. The various mentioned members of the Lucas Lawn group were so intoxicated and belligerent that upon information and belief, at least one of Defendants’ employees/servers refused to serve the group at all.

81. Regardless, and despite knowing (or at least despite the fact that she should have known) of the Lucas Lawn group’s excessive intoxication, one or more of Defendants’ employees or agents continued to serve the Lucas Lawn group with, upon information and belief, dozens of alcoholic beverages throughout the Concert.

82. A reasonable and prudent person would not have served alcohol to the referenced members of the Lucas Lawn group.

83. A reasonable and prudent person would have taken measures, such as using security personnel to escort the Lucas Lawn group members to their vehicles, to prevent the Lucas Lawn group from interacting with other patrons of the Pavilion after the Concert.

84. As a direct and proximate result of Defendants’ unlawful sale or giving of alcoholic beverages to each of the ultimate assailants of the Wallace Family, Defendants placed the Wallace Family and other guests of Live Nation at immediate risk of bodily injury upon coming into contact with those intoxicated individuals.

85. Defendants’ violation of N.C.G.S. § 18B-305 is exacerbated by the fact that those same individuals were known to the Defendants as having a history of excessive inebriation and physical violence at the Pavilion.

86. As a direct and proximate result of Defendants' violation of N.C.G.S. § 18B-305, Defendants exposed the entire Wallace Family (and others) to a known, violent, heavily intoxicated group of individuals, which, not surprisingly, led to a series of devastating physical and emotional injuries.

87. Because Defendants' conduct was gross, willful, wanton, and done with a complete disregard for the rights of the Wallace Family, Defendants should be held jointly and severally liable not only for actual damages to be proven at trial, but for punitive damages pursuant to N.C.G.S. § 1D-1, *et seq.*

88. Alternatively, Defendants should be held liable for their gross common law negligence. Defendants owed a duty to the Wallace Family – their invitees – not to expose them to known or reasonably foreseeable dangerous conditions and known hazards. Defendants breached this duty by providing known, violent members of the Lucas Lawn group with excessive amounts of alcohol when they were already openly and obviously intoxicated. Thereafter, the Defendants took no affirmative steps whatsoever to prevent the Lucas Lawn group from negatively interacting with other guests of the Pavilion, including the Wallace Family. Not surprisingly, without supervision or security escorting the Lucas Lawn group to their vehicles, the Lucas Lawn group members inflicted their vicious assault upon the Wallace Family. As a direct and proximate result of the Defendants' breaches of their duties to the Wallace Family, the Wallace Family sustained substantial emotional and physical injuries.

89. As a direct and proximate result of the Defendants' gross negligence and common law negligence, the Wallace Family is entitled to recover all of their actual, incidental, consequential, and other damages to be proven at trial, plus punitive damages for Defendants' gross, willful, and wanton conduct.

#### **SECOND CLAIM FOR RELIEF**

**[Gross Negligence and Negligence – Premises Liability – Defendants Pavilion Partners and Live Nation]**

90. Plaintiffs restate and incorporate by reference the allegations set forth in the preceding paragraphs.

91. At all times pertinent to this Complaint, the Plaintiffs constituted business invitees of Pavilion Partners and Live Nation.

92. As business invitees, Pavilion Partners and Live Nation owed all Plaintiffs a special duty to exercise ordinary care to maintain their premises in such a condition that it may be used safely by their invitees in the manner for which they were designed and intended.

93. In the years leading up to the events of June 17, 2016, multiple assaults (including stabbings and other violent crime) had occurred in and throughout the Pavilion, including in its parking areas.

94. Likewise, in the years leading up to the events of June 17, 2016, the Lucas Lawn group members had been involved in multiple (as many as four) acts of violence at the Pavilion. The Lucas Lawn group members had a known propensity for violent behavior.

95. This history of violent crime (both violence involving the Lucas Lawn group members, and other third parties) was known to Pavilion Partners and Live Nation at all times pertinent to this Complaint.

96. Upon information and belief, certain Lucas Lawn group members that participated in the assault upon the Wallace Family had been involved in another assault just weeks before, at the Pavilion.

97. As a result, it was reasonably foreseeable to Pavilion Partners and Live Nation that additional and future acts of violent crime would occur at the Pavilion – both those caused by members of the Lucas Lawn group, and other third parties, putting business invitees like the Wallace Family at risk of physical harm.

98. As a result, Pavilion Partners and Live Nation had a special duty to the Wallace Family (and to their other invitees) to take such security measures as were reasonably appropriate to prevent such violent attacks against their invitees, and to warn the Wallace Family (and their other invitees) of the known danger.

99. The aforementioned duties of Pavilion Partners and Live Nation existed at all times in which the Plaintiffs were in the VIP Parking Lot, which is part of the referenced defendants' business premises.

100. Pavilion Partners and Live Nation breached their duties of care to the Wallace Family in at least the following particulars:

- a. They failed to place an adequate number of security officers or personnel in and around the VIP Parking Lot to afford reasonable protection to the Wallace Family;
- b. They caused their security personnel to wear clothing labeled with the word "SECURITY," which caused the Wallace Family to reasonably (but wrongly) believe that these employees or agents would help provide for their safety;
- c. They adopted and maintained policies and procedures, and trained their security personnel and other employees to NOT intervene in the event of an assault such as the one committed against the Wallace Family in the VIP Parking Lot;
- d. They adopted and maintained policies and procedures and trained their employees and agents to not protect their business invitees or provide for their health and safety, despite known and foreseeable risks;

- e. They failed to intervene in any manner to prevent the assault committed upon the Wallace Family;
- f. They failed to warn the Wallace Family of the risks posed by the Lucas Lawn group members, and specifically directed and allowed the Lucas Lawn group members to park their vehicles directly adjacent to the Wallace Family vehicles;
- g. They took no action to prevent the Lucas Lawn group members from drinking excessive amounts of alcohol in the VIP Parking Lot;
- h. They (and Legends) served copious amounts of additional alcoholic beverages to the Lucas Lawn group members during the Concert, in violation of their common law and statutory duties, as outlined above;
- i. They failed to provide security or other personnel to escort the Lucas Lawn group members back to their vehicles;
- j. They failed to provide security or other personnel to escort the Wallace Family back to their vehicles;
- k. They (and Legends) failed to properly train their servers to avoid serving alcohol to obviously inebriated patrons, especially those with a known history of violent behavior; and
- l. They adopted a series of policies and procedures and trained their personnel in a manner that was unknown and unknowable to the Wallace Family, which was specifically designed to leave the Wallace Family helpless in the event of a (readily foreseeable) assault on their premises.

101. The referenced defendants' gross breaches of their duties owed to the Wallace Family directly and proximately led to their physical and emotional injuries and damages described more fully above.

102. As a direct and proximate result of the referenced defendants' gross negligence, and their willful, wanton conduct, Plaintiffs are entitled to recover all of their actual, incidental, consequential, special, and other damages, plus punitive damages pursuant to N.C.G.S. § 1D-1, *et seq.*

### **THIRD CLAIM FOR RELIEF**

**[Negligence *Per Se* – N.C.G.S. § 18B-1005(a)(2) – All Defendants]**

103. Plaintiffs restate and incorporate by reference the allegations set forth in the preceding paragraphs.



104. Pursuant to N.C.G.S. § 18B-1005(a)(2), at all times pertinent to this Complaint, it was unlawful for the Defendants to allow at the Pavilion “[a]ny fighting or other disorderly conduct that can be prevented without undue danger to the [Defendants, their] employees or patrons.”

105. As set forth above, Defendants breached this obligation by permitting, and standing by, prior to and during the vicious assault upon the Wallace Family in the VIP Parking Lot.

106. The assault could have been prevented had Defendants taken reasonable precautionary measures such as:

- a. Barring entry to the Pavilion (including, but not limited to the VIP Parking Lot) to the Lucas Lawn group members that had been involved in previous disturbances at the Pavilion;
- b. Refusing to serve alcohol to the openly and obviously inebriated members of the Lucas Lawn group;
- c. Adopting and maintaining appropriate policies and procedures for escorting obviously inebriated and belligerent patrons from the premises;
- d. Adopting and maintaining appropriate policies and procedures for escorting patrons to their vehicles, when located in close proximity to inebriated and known violent third parties;
- e. Adopting and maintain appropriate policies and procedures for intervening in and ending physical altercations that occur on the premises; and
- f. Employing and deploying a reasonable number of properly trained security personnel who were actually authorized to protect patrons of the Pavilion.

107. Defendants’ gross breaches of their duties owed to the Wallace Family directly and proximately led to their physical and emotional injuries and damages described more fully above.

108. As a direct and proximate result of Defendants’ gross *per se* negligence, and their willful, wanton conduct, Plaintiffs are entitled to recover all of their actual, incidental, consequential, special, and other damages, plus punitive damages pursuant to N.C.G.S. § 1D-1, *et seq.*

#### **FOURTH CLAIM FOR RELIEF**

#### **[Negligent Infliction of Emotional Distress – All Defendants]**

109. Plaintiffs restate and incorporate by reference the allegations set forth in the preceding paragraphs.

110. All Defendants owed duties of care to Lindsey as set forth exhaustively above.

111. All Defendants repeatedly breached their numerous duties of care to Lindsey as set forth exhaustively above.

112. The negligent acts and omissions of the Defendants and their agents and representatives were a direct and proximate cause of the emotional injuries sustained by Lindsey.

113. Lindsey suffered from and continues to suffer from severe emotional distress as a direct and proximate result of the negligent acts and omissions of the Defendants and their agents and representatives.

114. Lindsey's severe emotional distress was a reasonably foreseeable consequence of Defendants' negligence, for all of the reasons set forth herein.

115. As a direct and proximate result of Defendants' negligent infliction of emotional distress, Lindsey is entitled to recover compensatory and punitive damages from Defendants, jointly and severally, in an amount to be determined at trial.

#### **FIFTH CLAIM FOR RELIEF**

**[Punitive Damages – N.C.G.S. § 1D-1, *et seq.* – All Defendants]**

116. Plaintiffs restate and incorporate by reference the allegations set forth in the preceding paragraphs.

117. Pursuant to N.C.G.S. § 1D-1, Plaintiffs are entitled to recover punitive damages from all Defendants, jointly and severally, for their grossly negligent, willful, and wanton conduct.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully pray the Court for the following relief:

1. For recovery of their actual damages, in an amount in excess of \$25,000, for the Defendants' Negligence *Per Se* pursuant to N.C.G.S. §§ 18B-305 and 18B-1005, common law negligence and gross negligence, and grossly negligent infliction of emotional distress;
2. For an award of punitive damages against all Defendants, pursuant to N.C.G.S. §1D-1, *et seq.*;
3. That all Defendants be held jointly and severally liable for all of Plaintiffs' damages;
4. For an award of Plaintiffs' attorneys' fees to the fullest extent allowed by applicable law;

5. For an award of all costs incurred in bringing and prosecuting this action;
6. For a trial by jury; and
7. For all such other and further relief that the Court deems just and equitable.

This the 30<sup>th</sup> day of May, 2017.

**JAMES, McELROY & DIEHL, P.A.**



Edward T. Hinson, Jr.

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*Attorneys for Plaintiffs*

STATE OF NORTH CAROLINA

File No.

17-CVS-9298

MECKLENBURG County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Michael Wallace, et al.
Address: c/o James, McElroy & Diehl, 600 S. College Street
City, State, Zip: Charlotte NC 28202

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

VERSUS
Name Of Defendant(s): Pavilion Partners; Live Nation Entertainment, Inc.; Live Nation Worldwide, Inc., and Legends Hospitality, LLC

Date Original Summons Issued
Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Live Nation Worldwide, Inc.
c/o Corporate Creations Network, Inc., Its Registered Agent
15720 Brixham Hill Avenue, #300
Charlotte NC 28277-4784

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff): Adam L. Ross
James, McElroy & Diehl, PA
600 S. College Street
Charlotte NC 28202

Date Issued: 5-30-17 Time: 3:28 AM
Signature: [Handwritten Signature]
Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement Time: AM PM
Signature:
Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant Live Nation Worldwide, Inc.
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

Date Served	Time Served <input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	--	-------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return
Date Received	Name Of Sheriff (type or print)
Date Of Return	County Of Sheriff

AOC-CV-100, Side Two, Rev. 8/16  
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STATE OF NORTH CAROLINA

File No.

17-CVS-9298

MECKLENBURG County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: Michael Wallace, et al.
Address: c/o James, McElroy & Diehl, 600 S. College Street
City, State, Zip: Charlotte NC 28202

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

VERSUS
Name Of Defendant(s): Pavilion Partners; Live Nation Entertainment, Inc.; Live Nation Worldwide, Inc., and Legends Hospitality, LLC

Date Original Summons Issued
Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1: Live Nation Entertainment, Inc.
c/o Corporate Creations Network, Inc., Its Registered Agent
15720 Brixham Hill Avenue, #300
Charlotte NC 28277-4784

Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff): Adam L. Ross
James, McElroy & Diehl, PA
600 S. College Street
Charlotte NC 28202

Date Issued: 5-30-17 Time: 3:28 PM
Signature: [Handwritten Signature]
Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement Time: AM PM
Signature
Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)



**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i> Live Nation Entertainment, Inc.
--------------------	---	---

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
--------------------	---	--------------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

<i>Service Fee Paid</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
<i>Date Received</i>	<i>Name Of Sheriff (type or print)</i>
<i>Date Of Return</i>	<i>County Of Sheriff</i>

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
17-CVS-\_\_\_\_\_

MICHAEL WALLACE, CARLA  
WALLACE, THOMAS VAN  
WINGERDEN and LINDSEY VAN  
WINGERDEN,

Plaintiffs,

vs.

PAVILION PARTNERS, LIVE NATION  
ENTERTAINMENT, INC., LIVE NATION  
WORLDWIDE, INC., and LEGENDS  
HOSPITALITY, LLC

Defendants.

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)  
)  
) PLAINTIFFS' FIRST SET OF  
) INTERROGATORIES AND FIRST  
) REQUESTS FOR PRODUCTION  
) DOCUMENTS TO DEFENDANTS  
) PAVILION PARTNERS, LIVE NATION  
) ENTERTAINMENT, INC., and LIVE  
) NATION WORLDWIDE, INC.  
)  
)  
)  
)

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Pursuant to Rules 26, 33 and 34 of the North Carolina Rules of Civil Procedure, Michael Wallace, Carla Wallace, Thomas Van Wingerden and Lindsey Van Wingerden ("Plaintiffs") serve Defendants Pavilion Partners, Live Nation Entertainment, Inc., and Live Nation Worldwide, Inc. with the following interrogatories and requests for production of documents. Defendants are required to answer each interrogatory separately and under oath and to forward their responses and documents within forty-five (45) days of service to Adam Ross, James McElroy and Diehl, P.A., 600 South College Street, Charlotte, North Carolina 28202. This written discovery is continuing in nature to the extent provided in Rule 26 of the North Carolina Rules of Civil Procedure.

#### DEFINITIONS AND INSTRUCTIONS

1. The terms "You," "Your," and "Defendants" shall refer to Defendants Pavilion Partners, Live Nation Entertainment, Inc., and Live Nation Worldwide, Inc., and their agents, representatives, and any other person or entity acting on their behalf or at their direction. These terms specifically include, but are not limited to, past or present employees or agents of Defendants who may possess information and documents responsive to the below written discovery requests.

2. The term "Legends" shall refer to Defendant Legends Hospitality, LLC and its agents, representatives, and any other person or entity acting on its behalf or at its direction.

3. The term "Lucas Lawn" shall refer to Lucas Lawn & Landscape, Inc., a North Carolina based company and their agents, representatives, and any other person or entity acting

on their behalf or at their direction including, but not limited to, Nathan Lucas, Paul Lucas, Vickie Lucas, Michael Lucas, Paul D. Lucas, Jr., and Taylor Magnum.

4. The term "Mike" or "Mike Wallace" shall refer to Plaintiff Mike Wallace and his agents, representatives, and any other person or entity acting on his behalf or at his direction.

5. The term "Carla" or "Carla Wallace" shall refer to Plaintiff Carla Wallace and her agents, representatives, and any other person or entity acting on her behalf or at her direction.

6. The term "Wallaces" shall refer to Plaintiffs Mike Wallace and Carla Wallace and their agents, representatives, and any other person or entity acting on their behalf or at their direction.

7. The term "Thomas" or "Thomas Van Wingerden" shall refer to Plaintiff Thomas Van Wingerden and his agents, representatives, and any other person or entity acting on his behalf or at his direction.

8. The term "Lindsey" or "Lindsey Van Wingerden" shall refer to Plaintiff Lindsey Van Wingerden and her agents, representatives, and any other person or entity acting on her behalf or at her direction.

9. The term "Van Wingerdens" shall refer to Plaintiffs Thomas Van Wingerden and Lindsey Van Wingerden and their agents, representatives, and any other person or entity acting on their behalf or direction.

10. The term "Pavilion" shall refer to the real property at 707 Pavilion Boulevard, Charlotte, North Carolina.

11. The term "Concert" shall refer to the Rascal Flatts concert located at the Pavilion that occurred on June 17, 2016.

12. The term "VIP Parking Lot" shall refer to the special parking lot directly adjacent to the main portion of the amphitheater that contains reserved spaces, which are primarily for use by owners of season tickets and box seats at the Pavilion.

13. The term "Complaint" shall refer to the Complaint filed in this case.

14. The word "document" means every writing or record of every type or description whether printed, filmed, taped, recorded or reproduced by any mechanical process, or written or produced by hand that is or has been in Your possession, custody or control, or of which You have knowledge, including without limitation: agreements, calendars, checks, communications, correspondence, drawings, letters, memoranda, pamphlets, pictures, plans, publications, receipts, records, releases, reports, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries of records of meetings or conferences, summaries or reports of investigations, stenographic or handwritten notes, surveys, blueprints, plans, specifications, tapes, and any other writings of whatever description in any

form, including, but not limited to, any information contained in any computer, although not yet printed out and shall include any marginal comments appearing on such document, and every copy of any such writing not an identical copy of the original or where such copy contains any commentary or notation whatsoever which does not appear on the original and any other writing. In addition to the foregoing, "document" specifically includes text or images stored in electronic form (e.g., electronic mail).

15. If You claim that any document requested to be identified or produced is no longer subject to Your control, then You shall set forth the contents of such document, the location of any copies of such document, the disposition of such document, the date of the disposition of such document, the reason for such disposition, and the name of the person who ordered or authorized such disposition.

16. If You cannot fully answer an interrogatory or fully respond to a request for production, then You shall respond to the fullest extent possible and indicate the reasons for failing to fully respond. Further, You should provide all available information regarding the request and indicate the person or persons who can more fully respond to such request.

### INTERROGATORIES

1. Identify all individuals who assisted in providing the information utilized to answer this set of interrogatories, or to respond to the below request for documents.

**ANSWER:**

2. Identify each individual with knowledge of any of the facts alleged in the Complaint, indicate whether or not written or recorded statements have been taken from such individuals and indicate who has possession of such statements, including, but not limited to:

- a. The full name, address, and telephone number for each individual; and
- b. A brief summary of the facts of which You believe the individual identified herein has knowledge.

**ANSWER:**

3. List the full names, addresses and telephone numbers of all expert witnesses whom You propose to call as a witness at the trial of this case, and:

- a. State the subject matter on which each expert is expected to testify; and
- b. State the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

**ANSWER:**

4. For each of the Defendants, identify the following:

- a. The full legal name of the entity;
- b. A valid mailing address for all persons who are authorized to accept service of the Summons and Complaint in this action on behalf of the Defendant;
- c. The purpose of the entity;
- d. The name and address of all officers and managers of the entity;
- e. The names of the owners of each entity; and
- f. The percentage of each owner's interest in the entity.

**ANSWER:**

5. Identify and set forth the names, addresses and telephone numbers of all insurance companies that may have liability coverage relating to the claims in Plaintiffs' Complaint, set forth the number or numbers of the policies involved (including primary, excess and umbrella insurance policies), the amount or amounts of liability coverage provided by each policy, and identify every document that supports Your answer to this interrogatory.

**ANSWER:**

6. Identify all companies, contractors, subcontractors, employees or individuals that You entered into any contract or agreements with regarding the provision of security services in the VIP Parking Lot on the night of the Concert. Your answer should include, but not be limited to the following:

- a. The individual's or entity's full name, current address and telephone number;
- b. The location inside or outside the VIP Parking Lot they were assigned to work;
- c. If an individual, their title or position;
- d. Any policies, guidelines or procedures You asked the individual or entity to follow; and
- e. Describe the extent of Your authority to control the actions of the individual or entity.

**ANSWER:**

7. Identify and describe, by stating the full name, current residential address, and telephone number, all managers and individuals who supervised security personnel in the VIP Parking Lot.

**ANSWER:**

8. Identify and describe the duties and actions of all security personnel located in the VIP Parking Lot during the course of the fight which is identified and described in paragraphs 40-66 of the Complaint. Your answer should include, but not be limited to the following:

- a. The role of the individual;
- b. The location inside the VIP Parking Lot where the individual was located;
- c. Whether and how the individual responded to the fight; and
- d. How the individual should have responded to the fight according to Your policies and procedures.

**ANSWER:**



9. Identify all companies, contractors, subcontractors, employees or individuals that You entered into any contract or agreements with regarding the sale or service of alcohol to the seats/box used by Lucas Lawn at the Concert. Your answer should include, but not be limited to the following:

- a. The name of each individual or entity;
- b. If an individual, the individual's title or position;
- c. The date of the contract or agreement;
- d. The locations inside the Pavilion they were assigned to work;
- e. Any policies, guidelines or procedures You asked the individual or entity to follow; and
- f. Describe the extent of Your authority to control the actions of the individual or entity.

**ANSWER:**

10. Identify all written contracts or agreements between You and Legends that relate or refer to the services provided by Legends at the Concert.

**ANSWER:**

11. Explain and describe in full and complete detail the nature and history of Your relationship with Lucas Lawn including, but not limited to, all services provided by Lucas Lawn to You, and all consideration or other benefits ever given by You to Lucas Lawn. Identify all documents that support Your answer to this interrogatory.

**ANSWER:**

12. Explain and describe in full and complete detail the nature and scope of Your business relationship with Legends including, but not limited to, all services provided by Legends. Identify all documents that support Your answer to this interrogatory.

**ANSWER:**

13. Identify and describe, by stating the full name, current residential address, and telephone number, all managers and individuals who supervised the service of alcohol to members of Lucas Lawn on the night of the Concert.

**ANSWER:**

14. Identify and describe, by stating the full name, current residential address, and telephone number, all of Your employees or contractors who served alcohol to members of Lucas Lawn on the night of the Concert.

**ANSWER:**

15. Identify every communication, written or oral, between You and any other person or entity (excluding Your lawyer), the subject of which involved Lucas Lawn and/or any allegation and/or claim that members of Lucas Lawn exhibited violent or disruptive behavior at the Pavilion at any time.

**ANSWER:**

16. Identify every communication, written or oral, between You and any other person or entity (excluding Your lawyer), the subject of which involved Lucas Lawn and/or any allegation and/or claim that members of Lucas Lawn appeared inebriated at the Pavilion at any time.

**ANSWER:**

17. Identify every communication, written or oral, between You and any other person or entity (excluding Your lawyer), the subject of which involved the Wallaces, the Van Wingerdens and/or any allegation and/or claim in the Complaint, identifying specifically: the parties to the communication, the type of communication, the date of each communication, and the full substance of each communication.

**ANSWER:**

18. Identify and describe in full and complete detail every past incident at the Pavilion involving members of the Lucas Lawn group where they were identified by You or Your employee or contractor as being inebriated, violent or disruptive.

**ANSWER:**

19. Identify and describe in full and complete detail all incidents of violence that occurred at the Pavilion or in the VIP Parking Lot the night of the Concert. Your answer should include, but not be limited to, incident reports, police reports, call logs to ambulance services, or any other documentation.

**ANSWER:**

**REQUEST FOR PRODUCTION OF DOCUMENTS**

1. Produce all documents identified in response to the preceding interrogatories.

**RESPONSE:**

2. Produce all documents that You used, reviewed or relied upon in preparing responses to the preceding interrogatories.

**RESPONSE:**

3. Produce all written statements or recordings of statements of any individuals with knowledge of any of the facts alleged in the pleadings.

**RESPONSE:**

4. Produce the curriculum vitae for all expert witnesses whom You propose to call as a witness at the trial of this case.

**RESPONSE:**

5. For each expert witness whom You propose to call as a witness at the trial of this case, produce all documents that he or she relied upon in forming his or her expert opinions.

**RESPONSE:**

6. Produce a copy of all insurance policies that may provide coverage for any or all claims in Plaintiffs' Complaint.

**RESPONSE:**

7. Produce all communications, documents, contracts and recordings that constitute or refer to agreements between You and any other company, contractor, subcontractor, employee or individual for the provision of security services in the VIP Parking Lot on the night of the Concert.

**RESPONSE:**

8. Produce all communications, documents, contracts and recordings that constitute or refer to agreements between You and any other company, contractor, subcontractor, vendors, employees or individuals for the service of alcohol to the box/seats where members of Lucas Lawn were seated during the Concert.

**RESPONSE:**

9. Produce all communications, documents and recordings between you and Legends that in any way reference the Concert or the claims or factual allegations in the Complaint.

**RESPONSE:**

10. Produce all communications and documents that you sent to or received from Lucas Lawn that relate or refer to the Concert or the claims or factual allegations in the Complaint.

**RESPONSE:**

11. Produce documents sufficient to identify all employees and contractors employed or hired by You to provide security in the VIP Parking Lot at the Concert.

**RESPONSE:**

12. Produce communications and documents that relate or refer to staffing of security personnel in the VIP Parking Lot for the Concert.

**RESPONSE:**

13. Produce all policies, manuals, training manuals, rule books, guidelines or educational material that You provided to employees, contractors or individuals who provided security services in the VIP Parking Lot on the night of the Concert or which were in place as of the day of the Concert.

**RESPONSE:**

14. Except as produced in response to the preceding requests, produce all policies, manuals, training manuals, rule books, guidelines or educational material, oral or written, that You provided to Your employees or contractors, who provided services in the VIP Parking Lot on the night of the concert, regarding how to respond to inebriated, violent or disruptive guests.

**RESPONSE:**

15. Produce all policies, manuals, training manuals, rule books, guidelines or educational material, oral or written, that You provided to employees or contractors who served alcohol to members of Lucas Lawn on the night of the Concert.

**RESPONSE:**

16. Produce all incident reports, police reports, internal memos, communications (whether internal or with third parties) and other documents that refer or relate to the fight identified and described in paragraphs 40-66 of the Complaint.

**RESPONSE:**

17. Produce all incident reports, police reports, internal memos, communications (whether internal or with third parties) and other documents that reference any other occasion on which members of Lucas Lawn or their guests were inebriated, violent or disruptive while at the Pavilion.

**RESPONSE:**

18. Except as produced in response to preceding requests, produce all internal correspondence, communications and documents that relate or refer to any occasion where You were made aware that members of Lucas Lawn were drinking alcohol in the VIP Parking Lot.

**RESPONSE:**

19. Except as produced in response to preceding requests, produce all internal correspondence, communications and documents that relate or refer to any occasion where You were made aware that members of Lucas Lawn were involved in a physical altercation or other disruptive conduct at the Pavilion.

**RESPONSE:**

20. Except as produced in response to preceding requests, produce all internal correspondence, communication and documents that relate or refer to any action You took on the date of the Concert to stop serving alcohol to any member of Lucas Lawn.

**RESPONSE:**

21. Except as produced in response to the preceding requests, produce all correspondence and communications between You and Legends, from January 1, 2015, to the present, which refers, relates to, constitutes, or evidences any discussions about serving alcohol to intoxicated customers.

**RESPONSE:**

22. Produce all correspondence between You and all third parties that refers or relates to serving alcohol to members of Lucas Lawn on the date of the Concert.

**RESPONSE:**

23. Produce all invoices, receipts, bills, and all other documents that evidence or reflect any member of Lucas Lawn's purchase of alcohol at the Concert.

**RESPONSE:**



24. Produce all communications and documents that relate or refer to incidents of violence at the Pavilion and/or the VIP Parking Lot the night of the Concert, including, but not limited to, incident reports, police reports, internal memos, communications (whether internal or with third parties) call logs to ambulance services, or any other documentation.

**RESPONSE:**

25. Produce all documents that relate or refer to any inquiry or investigation by any governmental authority, including but not limited to, the North Carolina ABC Commission and North Carolina Alcohol Law Enforcement into your business practices, including but not limited to the sale or service of alcohol, from the year 2016.

**RESPONSE:**

26. Produce all pictures and video depicting the VIP Parking Lot on the date of the Concert.

**RESPONSE:**

27. Produce all pictures and video of the members of Lucas Lawn or their box/seats on the date of the Concert.

**RESPONSE:**

28. Produce all communications and documents that evidence or reflect Lucas Lawn's receipt of parking passes, tickets, or other passes to enter any portion of the Pavilion for the Concert, including any consideration paid or provided by Lucas Lawn.

**RESPONSE:**

29. Produce all communications and documents reflecting any investigation into the incidents described in the Complaint.

**RESPONSE:**

30. Produce any all documents sufficient to identify each act of violence committed at the Pavilion (including, but not limited to the VIP Parking Lot) from January 1, 2010 to the present.

**RESPONSE:**

This the 30<sup>th</sup> day of May, 2017.

**JAMES, McELROY & DIEHL, P.A.**



Edward T. Hinson, Jr.

Adam L. Ross

600 South College Street, Suite 3000

Charlotte, North Carolina 28202

Telephone: (704) 372-9870

Facsimile: (704) 333-5508

Email: [ehinson@jmdlaw.com](mailto:ehinson@jmdlaw.com)

[aross@jmdlaw.com](mailto:aross@jmdlaw.com)

*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on this date, the foregoing document was sent for service by United States Mail, certified, return receipt requested, pursuant to Rule 4 of the North Carolina Rules of Civil Procedure, as follows:

Pavilion Partners  
c/o its General Partner  
P.O. Box 56607  
Atlanta, Georgia, 30343

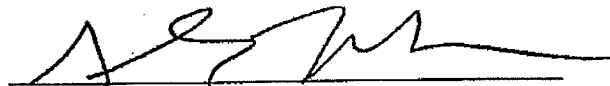
Live Nation Worldwide, Inc.  
c/o its Registered Agent  
15720 Brixham Hill Avenue #300  
Charlotte, NC 28277-4784

Live Nation Entertainment, Inc.  
c/o its Registered Agent  
15720 Brixham Hill Avenue #300  
Charlotte, NC 28277-4784

Legends Hospitality, LLC  
c/o its Registered Agent  
327 Hillsborough Street  
Raleigh, NC 27603-1725

This the 30<sup>th</sup> day of May, 2017.

**JAMES, McELROY & DIEHL, P.A.**



Edward T. Hinson, Jr.  
Adam L. Ross  
600 South College Street, Suite 3000  
Charlotte, North Carolina 28202  
Telephone: (704) 372-9870  
Facsimile: (704) 333-5508  
Email: ehinson@jmdlaw.com  
aross@jmdlaw.com  
*Attorneys for Plaintiffs*

MAY 31 2017



on their behalf or at their direction including, but not limited to, Nathan Lucas, Paul Lucas, Vickie Lucas, Michael Lucas, Paul D. Lucas, Jr., and Taylor Magnum.

4. The term "Mike" or "Mike Wallace" shall refer to Plaintiff Mike Wallace and his agents, representatives, and any other person or entity acting on his behalf or at his direction.

5. The term "Carla" or "Carla Wallace" shall refer to Plaintiff Carla Wallace and her agents, representatives, and any other person or entity acting on her behalf or at her direction.

6. The term "Wallaces" shall refer to Plaintiffs Mike Wallace and Carla Wallace and their agents, representatives, and any other person or entity acting on their behalf or at their direction.

7. The term "Thomas" or "Thomas Van Wingerden" shall refer to Plaintiff Thomas Van Wingerden and his agents, representatives, and any other person or entity acting on his behalf or at his direction.

8. The term "Lindsey" or "Lindsey Van Wingerden" shall refer to Plaintiff Lindsey Van Wingerden and her agents, representatives, and any other person or entity acting on her behalf or at her direction.

9. The term "Van Wingerdens" shall refer to Plaintiffs Thomas Van Wingerden and Lindsey Van Wingerden and their agents, representatives, and any other person or entity acting on their behalf or direction.

10. The term "Pavilion" shall refer to the real property at 707 Pavilion Boulevard, Charlotte, North Carolina.

11. The term "Concert" shall refer to the Rascal Flatts concert located at the Pavilion that occurred on June 17, 2016.

12. The term "Complaint" shall refer to the Complaint filed in this case.

13. The word "document" means every writing or record of every type or description whether printed, filmed, taped, recorded or reproduced by any mechanical process, or written or produced by hand that is or has been in Your possession, custody or control, or of which You have knowledge, including without limitation: agreements, calendars, checks, communications, correspondence, drawings, letters, memoranda, pamphlets, pictures, plans, publications, receipts, records, releases, reports, summaries or records of telephone conversations, summaries or records of personal conversations or interviews, summaries of records of meetings or conferences, summaries or reports of investigations, stenographic or handwritten notes, surveys, blueprints, plans, specifications, tapes, and any other writings of whatever description in any form, including, but not limited to, any information contained in any computer, although not yet printed out and shall include any marginal comments appearing on such document, and every copy of any such writing not an identical copy of the original or where such copy contains any

commentary or notation whatsoever which does not appear on the original and any other writing. In addition to the foregoing, "document" specifically includes text or images stored in electronic form (e.g., electronic mail).

14. If You claim that any document requested to be identified or produced is no longer subject to Your control, then You shall set forth the contents of such document, the location of any copies of such document, the disposition of such document, the date of the disposition of such document, the reason for such disposition, and the name of the person who ordered or authorized such disposition.

15. If You cannot fully answer an interrogatory or fully respond to a request for production, then You shall respond to the fullest extent possible and indicate the reasons for failing to fully respond. Further, You should provide all available information regarding the request and indicate the person or persons who can more fully respond to such request.

### INTERROGATORIES

1. Identify all individuals who assisted in providing the information utilized to answer this set of interrogatories, or to respond to the below request for documents.

**ANSWER:**

2. Identify each individual with knowledge of any of the facts alleged in the Complaint, indicate whether or not written or recorded statements have been taken from such individuals and indicate who has possession of such statements, including, but not limited to:

- a. The full name, address, and telephone number for each individual; and
- b. A brief summary of the facts of which You believe the individual identified herein has knowledge.

**ANSWER:**



3. List the full names, addresses and telephone numbers of all expert witnesses whom You propose to call as a witness at the trial of this case, and:

- a. State the subject matter on which each expert is expected to testify; and
- b. State the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

**ANSWER:**

4. Identify and set forth the names, addresses and telephone numbers of all insurance companies that may have liability coverage relating to the claims in Plaintiffs' Complaint, set forth the number or numbers of the policies involved (including primary, excess and umbrella insurance policies), the amount or amounts of liability coverage provided by each policy, and identify every document that supports Your answer to this interrogatory.

**ANSWER:**

5. Identify all copies of all written contracts or agreements between You and Live Nation that relate to the services provided by You at the Concert.

**ANSWER:**

6. Explain and describe in full and complete detail the nature and scope of Your business relationship with Live Nation. Identify all documents that support Your answer to this interrogatory.

**ANSWER:**

7. Identify all companies, contractors, subcontractors, vendors, employees or individuals that You entered into any contract or agreements with regarding the sale or service of alcohol to the seats/box used by members of Lucas Lawn at the Concert. Your answer should include, but is not limited to the following:

- a. The individual's or entity's full name, current address and telephone number;
- b. If an individual, their title or position;
- c. Their qualifications and responsibilities;
- d. The locations inside the Pavilion they were assigned to work;
- e. Any policies, guidelines or procedures You asked the individual or entity to follow; and
- f. Describe the extent of Your authority to control the actions of the individual or entity.

**ANSWER:**

8. Identify and describe, by stating the full name, current residential address, and telephone number, all of Your employees and/or contractors who served alcohol to members of Lucas Lawn on the night of the Concert.

**ANSWER:**

9. Identify and describe, by stating the full name, current residential address, and telephone number, all of Your managers and supervisors who supervised individuals that served alcohol to members of Lucas Lawn on the night of the Concert.

**ANSWER:**

10. Identify and describe in full and complete detail every occasion on the night of the Concert where Your employee or contractor refused to serve alcohol to a member of Lucas Lawn. Your answer should include the individuals' name, address, whether they are still employed by You and a brief description of the events that led to their refusal to serve a member of Lucas Lawn.

**ANSWER:**

11. Identify and describe in full and complete detail every occasion at the Pavilion from January 1, 2010 to present where You have employed the services of an individual or contractor who has been charged by a governmental authority, including but not limited to, the North Carolina ABC Commission and North Carolina Alcohol Law Enforcement, for over serving alcohol. Your answer should include but is not limited to:

- a. the individual's or contractor's name; full address and telephone number;
- b. whether the individual or contractor is still employed by You;
- c. a brief description of the events that led to the charge; and
- d. any incident or police report numbers produced by the governmental authority.

**ANSWER:**

12. Identify every communication, written or oral, between You and any other person or entity (excluding Your lawyer), the subject of which involved Lucas Lawn and/or any allegation and/or claim in the Complaint, identifying specifically: the parties to the communication, the type of communication, the date of each communication, and the full substance of each communication.

**ANSWER:**

13. Identify every communication, written or oral, between You and any other person or entity (excluding Your lawyer), the subject of which involved Lucas Lawn and/or any allegation and/or claim that members of Lucas Lawn appeared inebriated at the Pavilion at any time.

**ANSWER:**

14. Identify every communication, written or oral, between You and any other person or entity (excluding Your lawyer), the subject of which involved the Wallaces, the Van Wingerdens and/or any allegation and/or claim in the Complaint, identifying specifically: the parties to the communication, the type of communication, the date of each communication, and the full substance of each communication.

**ANSWER:**

#### **REQUEST FOR PRODUCTION OF DOCUMENTS**

1. Produce all documents identified in response to the preceding interrogatories.

**RESPONSE:**

2. Produce all documents that You used, reviewed or relied upon in preparing responses to the preceding interrogatories.

**RESPONSE:**

3. Produce all written statements or recordings of statements of any individuals with knowledge of any of the facts alleged in the pleadings.

**RESPONSE:**

4. Produce the curriculum vitae for all expert witnesses whom You propose to call as a witness at the trial of this case.

**RESPONSE:**

5. For each expert witness whom You propose to call as a witness at the trial of this case, produce all documents that he or she relied upon in forming his or her expert opinions.

**RESPONSE:**

6. Produce a copy of all insurance policies that may provide coverage for any or all claims in Plaintiffs' Complaint.

**RESPONSE:**

7. Produce all documents and recordings, that constitute or refer to contracts or agreements between You and any other company, contractor, subcontractor, vendor, employee or individual for the service of alcohol to the box/seats where members of Lucas Lawn were seated during the Concert.

**RESPONSE:**

8. Produce all documents and recording that constitute or refer to contracts or agreements between You and Live Nation that in any way reference the Concert.

**RESPONSE:**

9. Produce all communications, documents and recordings between you and Legends that in any way reference the Concert or the claims or factual allegations in the Complaint.

**RESPONSE:**

10. Produce all documents sufficient to identify all of the employees and contractors employed by You to work at the Concert that served or sold alcohol to members of Lucas Lawn.

**RESPONSE:**

11. Produce all policies, manuals, training manuals, rule books, guidelines or educational material, oral or written, that You provided to employees or contractors who served alcohol to members of Lucas Lawn on the night of the Concert.

**RESPONSE:**

12. Produce all communications and documents that relate or refer to any occasion on the night of the Concert where Your employee or contractor was accused of serving alcohol to a member of Lucas Law who was already intoxicated.

**RESPONSE:**

13. Produce all documents that relate or refer to any inquiry or investigation by any governmental authority, including but not limited to, the North Carolina ABC Commission and North Carolina Alcohol Law Enforcement into your business practices, including but not limited to the sale or service of alcohol, from the year 2016.

**RESPONSE:**

14. Produce all internal correspondence, communications and documents that relate or refer to any occasion on the date of the Concert where You were made aware that members of Lucas Lawn appeared to be intoxicated.

**RESPONSE:**

15. Produce all internal correspondence, communication and documents that relate or refer to any action You took on the date of the Concert to stop serving alcohol to any member of Lucas Lawn.

**RESPONSE:**

16. Except as produced in response to the preceding requests, produce all correspondence and communications between You and Live Nation which refers, relates to, constitutes, or evidences any discussion about serving alcohol to members of Lucas Lawn.

**RESPONSE:**

17. Except as produced in response to the preceding requests, produce all correspondence and communications between You and Live Nation, from January 1, 2015, to the present, which refers, relates to, constitutes, or evidences any discussions about serving alcohol to intoxicated customers.

**RESPONSE:**

18. Produce all correspondence between You and all third parties that refers or relates to serving alcohol to members of Lucas Lawn on the date of the Concert.

**RESPONSE:**

19. Produce all invoices, receipts, bills, and all other documents that evidence or reflect any member of Lucas Lawn's purchase of alcohol at the Concert.

**RESPONSE:**

20. Produce all communications and documents reflecting any investigation into the incidents described in the Complaint.

**RESPONSE:**

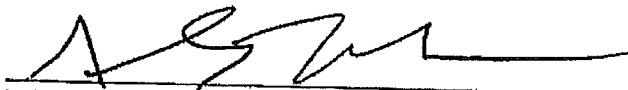


21. Produce all pictures and video depicting members of Lucas Lawn on the date of the Concert.

**RESPONSE:**

This the 30<sup>th</sup> day of May, 2017.

**JAMES, McELROY & DIEHL, P.A.**



Edward T. Hinson, Jr.

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aross@jmdlaw.com

*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on this date, the foregoing document was sent for service by United States Mail, certified, return receipt requested, pursuant to Rule 4 of the North Carolina Rules of Civil Procedure, as follows:

Pavilion Partners  
c/o its General Partner  
P.O. Box 56607  
Atlanta, Georgia, 30343

Live Nation Worldwide, Inc.  
c/o its Registered Agent  
15720 Brixham Hill Avenue #300  
Charlotte, NC 28277-4784

Live Nation Entertainment, Inc.  
c/o its Registered Agent  
15720 Brixham Hill Avenue #300  
Charlotte, NC 28277-4784

Legends Hospitality, LLC  
c/o its Registered Agent  
327 Hillsborough Street  
Raleigh, NC 27603-1725

This the 30<sup>th</sup> day of May, 2017.

**JAMES, McELROY & DIEHL, P.A.**



Edward T. Hinson, Jr.  
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Charlotte, North Carolina 28202  
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