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## II. PARTIES

2.1. Plaintiff Monique Charlene Tillman is an African American female minor child, now age 17, who at all times was a resident of Tacoma, Pierce County, State of Washington.

2.2. Defendant Jared Williams, at all relevant times, was a police officer with the Tacoma Police Department, who, during the events alleged herein, was working in an off-duty capacity for Defendant Universal Protection Services and Defendant Simon Property Group at the Tacoma Mall, Tacoma, Pierce County, State of Washington.

2.3. Defendant Simon Property Group, a Delaware corporation, identifies itself as a “global leader in retail real estate ownership, management and development” and a Standard & Poor 100 company whose stock is traded on the New York Stock Exchange under the abbreviation: SPG. Defendant Simon Property Group owns and operates the Tacoma Mall and employed Defendant Universal Protection Services to provide security for the Tacoma Mall.

2.4. Defendant Universal Protection Services, Inc., was founded in 1965. Along with its affiliates, Defendant Universal Protection Services, Inc., also operating as Universal Protection Service, LP, and Universal Protection Service of Seattle, LLC, provides private security to companies who contract with it for such services. Defendant Universal Protection Services is headquartered in California but conducts business in the State of Washington. Defendant Universal Protection Services provides private security to Defendant Simon Property Group at the Tacoma Mall.



1 issued uniform and badge, driving a Tacoma Police Department cruiser, utilizing Tacoma  
2 Police Department equipment, including a side arm, handcuffs or hand restraints, and Taser.

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4 4.6. Neither Mr. Knaack nor Defendant Williams had seen Plaintiff engaged in  
5 any criminal activity prior to Mr. Knaack and Defendant Williams stopping Plaintiff and  
6 her brother.

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8 4.7. Defendant Williams approached Plaintiff after she stopped in response to his  
9 commands and the activation of the cruiser's emergency lights.

10 4.8. Plaintiff asked Defendant Williams why he had stopped her and her brother.

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12 4.9. Defendant Williams responded that Plaintiff was causing a disturbance and  
13 was being "trespassed" from the Mall because of her disruptive behavior.

14 4.10. Plaintiff again asked why she was being stopped. After a short time and  
15 because she had committed no crime, Plaintiff attempted to proceed on her way home.

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17 4.11. When Plaintiff attempted to pedal her bike away from the situation,  
18 Defendant Williams erupted and began physically assaulting and brutalizing the Plaintiff.

19  
20 4.12. Defendant Williams tossed Plaintiff around like a child's doll, slamming her  
21 into parked vehicles, forcibly shoving his forearm into her chest, grabbing her by the hair  
22 and body-slammng her into the pavement. Once Defendant had immobilized Plaintiff on  
23 the ground, he deployed his Taser and stunned Plaintiff.

24 4.13. Defendant Williams then handcuffed Plaintiff and put her into a patrol car.

25  
26 4.14. Plaintiff was charged with assault on a police officer and resisting arrest,  
27 charges which were dismissed after trial.





1           **9.2.** Defendant Universal Protection Services and Defendant Simon Property  
2 Group had a duty to properly hire, train, and supervise its employees including Defendant  
3 Williams and Security Officer Knaack.  
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5           **9.3.** Defendant Universal Protection Services and Defendant Simon Property  
6 Group breached their duties as outlined herein.  
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8           **9.4.** The breach of duty by Defendant Universal Protection Services and  
9 Defendant Simon Property Group's proximately caused Plaintiff's injuries, losses and  
10 damages as alleged herein and as will be established at trial.  
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13           **X. VICARIOUS LIABILITY AND RESPONDEAT SUPERIOR**

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15           **10.1.** Plaintiff re-alleges and incorporates herein by reference the allegations set  
16 forth in Paragraphs 1.1-9.4.  
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18           **10.2.** At all times relevant to the acts and omissions alleged herein, Defendant  
19 Williams acted within the course and scope of an agency and/or employment relationship  
20 with Defendants Universal Protection Services and Simon Property Group.  
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22           **10.3.** All acts and omissions alleged herein against Defendant Williams are hereby  
23 alleged against Defendants Universal Protection Services and Simon Property Group.  
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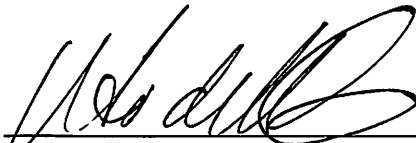
25           **10.4.** Defendants Universal Protection Services and Simon Property Group are  
26 vicariously liable, jointly and severally, with Defendant Williams for all damages  
27 proximately caused to Plaintiff.  
28

29           WHEREFORE, Plaintiff requests the following relief:  
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- 1 A. Judgment against the Defendants in an amount that will fairly compensate Plaintiff  
2 for all damages sustained;  
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4 B. Statutory costs and attorney's fees;  
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6 C. Interest as calculated by law;

7 Such other and further relief as the court deems just and equitable.

8 DATED this 6<sup>th</sup> day of May, 2016.

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12 Vito de la Cruz, WSBA #20797  
13 Attorney for  
14 Plaintiff Monique Charlene Tillman  
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