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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually, and KIONO NELSON as the Personal Representative for the ESTATE OF FREDDY NELSON, JR.,

Plaintiffs,

vs.

TMT DEVELOPMENT CO., LLC, an Oregon Limited Liability Company; D. PARK CORPORATION, an Oregon Corporation dba HAYDEN MEADOWS; HAYDEN MEADOWS, A JOINT VENTURE; LOWE’S HOME CENTERS, LLC; MATTHEW CADY, dba CORNERSTONE SECURITY GROUP; JEFFREY JAMES, dba CORNERSTONE SECURITY GROUP; TJ LATHROM, dba CORNERSTONE SECURITY GROUP; and LOGAN GIMBEL,

Defendants.

Case No. 21CV40742

DECLARATION OF BENJAMIN TURNER IN SUPPORT OF PLAINTIFFS’ MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT AND ADD PUNITIVE DAMAGES

I, Benjamin Turner, hereby declare as follows:

1. My name is Benjamin Turner, and I am one of the attorneys for Plaintiffs Kari Nelson and Kiono Nelson, Personal Representative of the Estate of Freddy Nelson. I submit this declaration in support of Plaintiffs’ Motion for Leave to File Third Amended Complaint and Add Punitive Damages.

1 2. I am competent to testify to the matters contained in this declaration, which is
2 based on my own personal knowledge and based upon the sources described, true and correct
3 copies of which are attached hereto.

4 3. On April 3 and 4, 2024, I met and conferred with Kirsten Curtis, counsel for
5 Defendant Logan Gimbel, regarding the substance of this motion, who objects to the filing of
6 this motion.

7 4. On April 8, 2024, I met and conferred with Sharon Collier, counsel for
8 Defendants TMT Development Co., Inc., D. Park Corporation dba Hayden Meadows, and
9 Hayden Meadows, a Joint Venture (collectively, "TMT"), regarding the substance of this motion,
10 who object to the filing of this motion.

11 5. On April 8, 2024, I met and conferred with Heather Beasley, counsel for
12 Defendant Lowe's Home Centers, LLC ("Lowe's"), regarding the substance of this motion, who
13 objects to the filing of this motion.

14 6. On April 8 and 9, 2024, I met and conferred with C.J. Martin, counsel for
15 Defendants Matthew Cady, Jeffrey James, and TJ Lathrom, collectively doing business as
16 Cornerstone Security Group ("Cornerstone"), regarding the substance of this motion, who
17 stipulate to the filing of this motion.

18 7. Attached as **Exhibit A** is a redline copy of Plaintiffs' Proposed Third Amended
19 Complaint.

20 8. Attached as **Exhibit B** is a clean copy of Plaintiffs' Proposed Third Amended
21 Complaint.

22 9. Certain documents and deposition testimony attached as exhibits in support of this
23 motion are marked CONFIDENTIAL and subject to a stipulated protective order. Pursuant to
24 that protective order, parties have seven days following written notice to file a motion to seal any

{00660442;7}

1 exhibit they believe should remain confidential. If no such motion is filed, Plaintiffs will
2 supplement their motion with a supplemental declaration attaching those exhibits. If a motion is
3 filed, the exhibits at issue will be filed following resolution of the motion to seal.

4 10. Attached as **Exhibit 1** is a true and correct copy of excerpts from the deposition
5 of Kari Nelson taken March 18, 2024.

6 11. Attached as **Exhibit 2** is a true and correct copy of Brian Hug's employee profile
7 on TMT's website pulled on July 30, 2021.

8 12. Attached as **Exhibit 3** is a true and correct copy of the November 1, 2019,
9 Cornerstone contract with TMT for Delta Park Center, following redactions made in compliance
10 with Judge Leslie Bottomly's *Order From Hearing Regarding Defendants' First and Second*
11 *Motion to Seal* issued July 25, 2023.

12 13. Attached as **Exhibit 4** is a true and correct copy of excerpts from the deposition
13 of John "Rance" Harris taken January 8, 2024. Although portions of this testimony are marked
14 CONFIDENTIAL and subject to the protective order, counsel for Cornerstone does not object to
15 publicly filing of these excerpts.

16 14. Attached as **Exhibit 5** is a true and correct copy of email correspondence between
17 Marc Wilkins and Cristin Bansen dated November 5, 2020, Bates-stamped TMT 0319. This
18 document is marked CONFIDENTIAL and subject to the protective order and will be publicly
19 filed on April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if
20 the Court so orders.

21 15. Attached as **Exhibit 6** is a true and correct copy of excerpts from the deposition
22 of Marc Wilkins taken October 18, 2023.

23 16. Attached as **Exhibit 7** is a true and correct copy of excerpts from the deposition
24 of Matthew Cady, volume 1 taken on October 19, 2023, and volume 2 taken on January 9, 2024.

{00660442;7}

1 All but one excerpt is marked CONFIDENTIAL and subject to the protective order and will be
2 publicly filed on April 12, 2024, if no defendant timely files a motion to seal, or produced under
3 seal if the Court so orders.

4 17. Attached as **Exhibit 8** is a true and correct copy of excerpts from the deposition
5 of Killian Kuhn taken on October 17, 2023.

6 18. Attached as **Exhibit 9** is a true and correct copy of excerpts from the deposition
7 of Patrick Storms taken on October 20, 2023. Although portions of this testimony are marked
8 CONFIDENTIAL and subject to the protective order, counsel for Cornerstone does not object to
9 publicly filing of these excerpts.

10 19. Attached as **Exhibit 10** is a true and correct copy of the Willamette Week article
11 “Landlord Threatens to Evict North Portland BottleDrop Saying Crowds Lining Up to Return
12 Cans Are a COVID-19 Hazard” dated March 28, 2020, and available online at:
13 [https://www.wweek.com/news/2020/03/28/landlord-threatens-to-evict-bottle-drop-saying-](https://www.wweek.com/news/2020/03/28/landlord-threatens-to-evict-bottle-drop-saying-crowds-of-people-lining-up-to-return-cans-are-a-covid-19-hazard/)
14 [crowds-of-people-lining-up-to-return-cans-are-a-covid-19-hazard/](https://www.wweek.com/news/2020/03/28/landlord-threatens-to-evict-bottle-drop-saying-crowds-of-people-lining-up-to-return-cans-are-a-covid-19-hazard/)

15 20. Attached as **Exhibit 11** is a true and correct copy of email correspondence
16 between Jules Bailey and Vanessa Sturgeon dated March 27, 2020.

17 21. Attached as **Exhibit 12** is a true and correct copy of email correspondence from
18 Jules Bailey to Henry Hornecker dated May 7, 2020.

19 22. Attached as **Exhibit 13** is a true and correct copy of the Cornerstone
20 memorandum of the July 7, 2020, meeting between Cornerstone and TMT regarding the Zero
21 Tolerance Policy, previously filed in its entirety in compliance with Judge Leslie Bottomly’s
22 *Order From Hearing Regarding Defendants’ First and Second Motion to Seal* issued July 25,
23 2023.

1 23. Attached as **Exhibit 14** is a true and correct copy of Cornerstone bodycam
2 footage from September 29, 2020, which is viewable at <https://vimeo.com/932684333> and will
3 be provided to the Court via USB drive.

4 24. Attached as **Exhibit 15** is a true and correct copy of correspondence from counsel
5 for OBRC to counsel for TMT dated September 30, 2020.

6 25. Attached as **Exhibit 16** is a true and correct copy of correspondence from counsel
7 for OBRC to counsel for TMT dated December 31, 2020.

8 26. Attached as **Exhibit 17** is a true and correct copy of email correspondence
9 between Marc Wilkins and John “Rance” Harris dated January 7, 2021, Bates-stamped TMT
10 0583-0584, marked CONFIDENTIAL, and subject the protective order and will be publicly filed
11 on April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if the
12 Court so orders.

13 27. Attached as **Exhibit 18** is a true and correct copy of Cornerstone Security Group
14 Operational Perspective Memorandum from Matthew Cady, Bates-stamped TMT 1168-1170,
15 marked CONFIDENTIAL, and subject to the protective order and will be publicly filed on April
16 12, 2024, if no defendant timely files a motion to seal, or produced under seal if the Court so
17 orders.

18 28. Attached as **Exhibit 19** is a true and correct copy of the Delta Park Center
19 Incident Report dated January 16, 2021, Bates-stamped DEF. 1018. Although marked
20 CONFIDENTIAL and subject to the protective order, counsel for Cornerstone does not object to
21 publicly filing of this document.

22 29. Attached as **Exhibit 20** is a true and correct copy of email correspondence
23 between John “Rance” Harris and Marc Wilkins dated March 11-19, 2021, Bates-stamped TMT
24 0924-0926, marked CONFIDENTIAL, and subject to the protective order and will be publicly

{00660442;7}

1 filed on April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if
2 the Court so orders.

3 30. Attached as **Exhibit 21** is a true and correct copy of email correspondence
4 between Marc Wilkins and Portland Police Bureau dated April 5, 2021, Bates-stamped TMT
5 0977, marked CONFIDENTIAL, and subject to the protective order and will be publicly filed on
6 April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if the Court
7 so orders.

8 31. Attached as **Exhibit 22** is a true and correct copy of email correspondence
9 between Marc Wilkins and John “Rance” Harris dated April 14, 2021, Bates-stamped TMT
10 1000-1001, marked CONFIDENTIAL, and subject to the protective order and will be publicly
11 filed on April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if
12 the Court so orders.

13 32. Attached as **Exhibit 23** is a true and correct copy of email correspondence
14 between Marc Wilkins and Matthew Cady dated April 14, 2021 (highlighting in original), Bates-
15 stamped TMT 0997-0998, marked CONFIDENTIAL, and subject to the protective order and will
16 be publicly filed on April 12, 2024, if no defendant timely files a motion to seal, or produced
17 under seal if the Court so orders.

18 33. Attached as **Exhibit 24** is a true and correct copy of email correspondence from
19 Lowe’s to TMT dated April 27, 2021.

20 34. Attached as **Exhibit 25** is a true and correct copy of email correspondence from
21 Lowe’s to TMT dated April 9, 2021.

22 35. Attached as **Exhibit 26** is a true and correct copy of email correspondence from
23 Lowe’s to TMT dated April 15, 2021.
24

1 36. Attached as **Exhibit 27** is a true and correct copy of email correspondence
2 between Marc Wilkins and Lowe’s dated April 15-21, 2021, Bates-stamped TMT 1046-1049,
3 marked CONFIDENTIAL, and subject to the protective order and will be publicly filed on April
4 12, 2024, if no defendant timely files a motion to seal, or produced under seal if the Court so
5 orders.

6 37. Attached as **Exhibit 28** is a true and correct copy of email correspondence
7 between Marc Wilkins and John “Rance” Harris dated April 15, 2021, Bates-stamped TMT
8 1012-1013, marked CONFIDENTIAL, and subject to the protective order and will be publicly
9 filed on April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if
10 the Court so orders.

11 38. Attached as **Exhibit 29** is a true and correct copy of the Delta Park Center
12 Incident Report dated April 29, 2021, Bates-stamped DEF. 1021. Although marked
13 CONFIDENTIAL and subject to the protective order, counsel for Cornerstone does not object to
14 publicly filing of this document..

15 39. Attached as **Exhibit 30** is a true and correct copy of Cornerstone bodycam
16 footage from April 19, 2021, which is viewable at <https://vimeo.com/932671554> and will be
17 provided to the Court via USB drive.

18 40. Attached as **Exhibit 31** is a true and correct copy of email correspondence
19 between Marc Wilkins and Cornerstone Security Group dated April 19, 2021, Bates-stamped
20 TMT 1023, marked CONFIDENTIAL, and subject to the protective order and will be publicly
21 filed on April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if
22 the Court so orders.

23 41. Attached as **Exhibit 32** is a true and correct copy of email correspondence
24 between Marc Wilkins and Cornerstone Security Group dated April 21, 2021, Bates-stamped

{00660442;7}

1 TMT 1051, marked CONFIDENTIAL, and subject to the protective order and will be publicly
2 filed on April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if
3 the Court so orders.

4 42. Attached as **Exhibit 33** is a true and correct copy of email correspondence
5 between Marc Wilkins and John “Rance” Harris dated April 22, 2021, Bates-stamped TMT
6 1057, marked CONFIDENTIAL, and subject to the protective order and will be publicly filed on
7 April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if the Court
8 so orders.

9 43. Attached as **Exhibit 34** is a true and correct copy of email correspondence
10 between Marc Wilkins and John “Rance” Harris dated April 26, 2021, Bates-stamped TMT
11 1063, marked CONFIDENTIAL, and subject to the protective order and will be publicly filed on
12 April 12, 2024, if no defendant timely files a motion to seal, or produced under seal if the Court
13 so orders.

14 44. Attached as **Exhibit 35** is a true and correct copy of email correspondence
15 between Marc Wilkins and John “Rance” Harris dated May 3, 2021 (highlighting in original),
16 Bates-stamped TMT 1070-1071, marked CONFIDENTIAL, and subject to the protective order
17 and will be publicly filed on April 12, 2024, if no defendant timely files a motion to seal, or
18 produced under seal if the Court so orders.

19 45. Attached as **Exhibit 36** is a true and correct copy of email correspondence
20 between Marc Wilkins and John “Rance” Harris dated May 5, 2021 (highlighting in original),
21 Bates-stamped TMT 1073-1074, marked CONFIDENTIAL, and subject to the protective order
22 and will be publicly filed on April 12, 2024, if no defendant timely files a motion to seal, or
23 produced under seal if the Court so orders.
24

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the below date, I served a true and correct copy of the

3 **Declaration of Benjamin Turner in Support of Plaintiffs’ Motion for Leave to File Third**

4 **Amended Complaint and Add Punitive Damages** on the following in the manner(s) described
5 below:

6 Joe R. Traylor
7 Email: JRT@hartwagner.com
8 Hart Wagner LLP
9 1000 SW Broadway, 20th Floor
10 Portland, OR 97205

- Odyssey File and Serve
- Email
- First Class Mail
- Facsimile
- Hand Delivery

11 *Of Attorneys for Defendants TMT Development Co.,
12 LLC and D. Park*

13 Sharon Collier
14 Email: Sharon.Collier@fmglaw.com
15 Freeman Mathis & Gary, LLP
16 1850 Mt Diablo Boulevard, Suite 510
17 Walnut Creek, CA 94596

- Odyssey File and Serve
- Email
- First Class Mail
- Facsimile
- Hand Delivery

18 *Of Attorneys for Defendants TMT Development Co.,
19 LLC and D. Park*

20 Katie D. Buxman
21 Email: kb@mlrlegalteam.com
22 Candice J. Martin
23 Email: cjm@mrlegalteam.com
24 Maloney, Laursdorf, Reiner P.C.
1111 E. Burnside Street, Suite 300
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Seattle, WA 98101

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Of Attorneys for Defendant Cornerstone Security Group

1 Kirsten L. Curtis
2 Email: kirsten@thenelllawgroup.com
3 Thenell Law Group
4 12909 SW 68th Parkway, Suite 290
5 Portland, OR 97223

- Odyssey File and Serve
- Email
- First Class Mail
- Facsimile
- Hand Delivery

6 *Of Attorneys for Defendant Logan Gimbel*

7 Heather C. Beasley
8 Email: hbeasley@davisrothwell.com
9 Davis Rothwell Earle & Xóchihua PC
10 200 SW Market Street, Suite 1800
11 Portland OR 97201

- Odyssey File and Serve
- Email
- First Class Mail
- Facsimile
- Hand Delivery

12 *Of Attorneys for Lowe's Home Centers, LLC*

13 DATED this 10th day of April, 2024.

14 D'AMORE LAW GROUP, P.C.

15 By: s/ Erin Mitchell
16 Erin Mitchell, paralegal

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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MULTNOMAH

6 KARI NELSON, individually, and KIONO
7 NELSON as the Personal Representative for
8 the ESTATE OF FREDDY NELSON, JR.,

9 Plaintiffs,

10 vs.

11 TMT DEVELOPMENT CO., LLC, an
12 Oregon Limited Liability Company; D.
13 PARK CORPORATION, an Oregon
14 Corporation dba HAYDEN MEADOWS;
15 HAYDEN MEADOWS, A JOINT
16 VENTURE; LOWE'S HOME CENTERS,
17 LLC; MATTHEW CADY, dba
18 CORNERSTONE SECURITY GROUP;
19 JEFFREY JAMES, dba CORNERSTONE
20 SECURITY GROUP; TJ LATHROM, dba
21 CORNERSTONE SECURITY GROUP; and
22 LOGAN GIMBEL,

23 Defendants.

Case No. 21CV40742

~~SECOND~~THIRD AMENDED COMPLAINT
AND DEMAND FOR JURY TRIAL
(~~Negligent, Reckless, and/or Wanton Conduct,~~
~~Wrongful Death, Negligent, Reckless, and/or~~
~~Wanton Infliction of Emotional~~
~~Distress~~)Personal Injury)

PRAYER: \$~~150~~200,000,000
(Filing Fee Pursuant to ORS 21.160(1)(e))

CLAIM NOT SUBJECT TO MANDATORY
ARBITRATION
(Pursuant to UTCR 13.060)

24 Plaintiffs KARI NELSON and KIONO NELSON, as Personal Representative of THE
ESTATE OF FREDDY NELSON, JR. allege:

PARTIES

1.

At all material times, Plaintiff Kari Nelson and decedent Freddy Nelson, Jr. (collectively
“the Nelsons”) were both adults, a married couple, and residents of Multnomah County, Oregon.

{00660588;4}

Page 1 – ~~SECOND~~THIRD AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

D'AMORE 4230 Galewood St., Ste. 200
LAW GROUP Lake Oswego, OR 97035
(503) 222-6333

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2.

Kiono Nelson is the duly appointed personal representative of the Estate of Freddy Nelson, Jr. Kiono Nelson's appointment is for the sole purpose of bringing this wrongful death action.

3.

At all material times, TMT Development Co., LLC (~~hereinafter "TMT"~~), was an Oregon limited liability company. Defendant TMT ~~has regular and sustained business activities~~Development Co., LLC, resides in Multnomah County, Oregon.

4.

At all material times, D. Park Corporation, doing business as Hayden Meadows (~~hereinafter "D. Park"~~), was an Oregon corporation. Defendant D. Park Corporation resides in and has regular and sustained business activities in Multnomah County, Oregon. At all material times, Hayden HMeadows, a Joint Venture (~~hereinafter "Hayden Meadows"~~), was ~~an assumed business name of a partnership between~~ D. Park Corporation and ~~the~~ Wm. L. Seibel Non Exempt QTIP, ~~doing business~~residing in Multnomah County, Oregon. D. Park Corporation and Hayden Meadows, a Joint Venture, and Wm. L. Seibel Non Exempt QTIP are collectively referred to herein as "D. Park." D. Park owned real property located on N Hayden Meadows Drive in Portland, Oregon, including the real properties located at 1160 N Hayden Meadows Drive (collectively known as "Delta Park Center").

5.

At all material times, Lowe's Home Centers, LLC (hereinafter "Lowe's") was a North Carolina limited liability company that ~~that maintains~~maintained a store location at 1160 N

1 Hayden Meadows Drive at Delta Park Center in Multnomah County, Oregon. D. Park leased the
2 real property located at 1160 N Hayden Meadows Drive to Defendant Lowe's.

3 6.

4 At all material times, Matthew Cady, doing business as Cornerstone Security Group
5 (hereinafter "Cady"), was a resident of Clackamas County, Oregon.

6 7.

7 At all material times, Jeffrey James, doing business as Cornerstone Security Group
8 (hereinafter "James"), was a resident of Clackamas County, Oregon.

9 8.

10 At all material times, T.J. Lathrom, doing business as Cornerstone Security Group
11 (hereinafter "Lathrom"), was a resident of Multnomah County, Oregon.

12 9.

13 At all material times, Logan Gimbel was a resident of Clark County, Washington. At all
14 material times, Logan Gimbel was acting in the course and scope of his employment with
15 Cornerstone Security Group. Further, Logan Gimbel was acting in the course and scope of his
16 agency with Defendant TMT Development Co., LLC, as a hired security guard when he pepper-
17 sprayed the Nelsons and shot and killed Freddy Nelson, Jr.

18 JURISDICTION AND VENUE

19 10.

20 Jurisdiction and venue are proper in the Circuit Court for Multnomah County because the
21 acts and omissions giving rise to this complaint occurred in Multnomah County and one or more
22 defendants reside in Multnomah County.

23 {00660588;4}

1 **FACTUAL BACKGROUND**

2 11.

3 D. Park exists solely to own Delta Park Center. Vanessa Sturgeon is the president and
4 authorized representative and/or registered agent of D. Park. She is also the registered agent and
5 president of Defendant TMT Development Co., LLC, which solely manages properties owned by
6 Vanessa Sturgeon through her various business entities. Defendant TMT Development Co.,
7 LLC, is an agent of D. Park and the latter is jointly and severally responsible for the actions of
8 the former. D. Park and Defendant TMT Development Co., LLC, (collectively referred to as
9 “TMT Defendants”) jointly managed and maintained Delta Park Center.

10 12.

11 At the time of the incident giving rise to this lawsuit, Defendants Cady, Lathrom, and
12 James (collectively referred to as “Cornerstone Defendants”) were doing business as Cornerstone
13 Security Group. The Cornerstone Defendants held themselves out as a security business
14 exclusively providing armed security.

15 ~~12.13.~~

16 ~~Defendants D. Park and Hayden Meadows owned real property located on N Hayden~~
17 ~~Meadows Drive in Portland, Oregon, including the real property located at 1160 N Hayden~~
18 ~~Meadows Drive. Defendants D. Park and Hayden Meadows leased the real property located at~~
19 ~~1160 N Hayden Meadows Drive to Defendant Lowe’s.~~

20 ~~13.~~

21 ~~Upon information and belief, Defendants D. Park, Defendant Hayden Meadows,~~
22 ~~Defendant TMT, and the Cornerstone Defendants jointly managed and maintained certain real~~

1 ~~property owned by Defendant D. Park and Hayden Meadows, including the real property located~~
2 ~~at 1160 N Hayden Meadows Drive.~~

3 ~~14.~~

4 On November 1, 2019, ~~Defendants D. Park, Hayden Meadows, and TMT (collectively~~
5 ~~referred to as “the TMT Defendants”)~~ hired the Cornerstone Defendants to provide and manage
6 armed security for ~~all real properties owned by Delta Park Center. The Cornerstone Defendants~~
7 ~~served as a real estate manager to the TMT Defendants through the Cornerstone Defendants’~~
8 ~~provision of general site-wide monitoring and security services.~~

9 ~~14.~~

10 ~~The contract to provide and manage armed security for Delta Park Center granted the~~
11 ~~Cornerstone Defendants authority by contract and direction to act on behalf of the TMT~~
12 ~~Defendants. This included, but not limited to, the authority for Cornerstone Defendants to act as~~
13 ~~the “person in charge” of the property for TMT Defendants D. Park and Hayden Meadows,~~
14 ~~including the real properties located, to take legal action against persons committing criminal~~
15 ~~acts against the property owner, and to act as the victim of any criminal act that occurred on N~~
16 ~~Hayden Meadows Drive the property.~~

17 ~~15.~~

18 Despite the Cornerstone Defendants holding themselves out as a security company
19 providing exclusively armed security, the Cornerstone Defendants and the TMT Defendants
20 failed to take even the most basic measures to ensure that Cornerstone employees were certified
21 armed private security professionals as required by OAR 259-060-0120. Several Cornerstone
22 individuals, including Defendant Logan Gimbel, the security guard that shot and killed Freddy
23 Nelson, Jr., were not legally certified to carry any firearms much less open fire on an unarmed
24

{00660588;4}

1 man. The uncertified individuals and the Cornerstone Defendants ~~intentionally or~~ recklessly
2 violated the law.

3 16.

4 The Cornerstone Defendants fostered a work environment that recklessly glorified
5 violence, ignored de-escalation training, and instilled disregard for human life.

6 17.

7 The Cornerstone Defendants and the TMT Defendants, individually and through their
8 employees and agents, engaged in reckless, unreasonable and dangerous conduct ~~on the real~~
9 ~~properties owned by Defendants D-at Delta Park and Hayden Meadows Center.~~

10 18.

11 The Cornerstone Defendants hired Defendant Logan Gimbel to work as an armed
12 security professional on August 26, 2020.

13 19.

14 At the time he was hired by the Cornerstone Defendants, Defendant Gimbel held no valid
15 certification to work as an armed security professional.

16 20.

17 Defendant Gimbel never obtained certification to work as an armed security professional.
18 During the course of his employment, Defendant Gimbel knew or should have known that he
19 was not certified to work as an armed security professional in violation of OAR 259-060-0120.

20 21.

21 During the course of Defendant Gimbel's employment, the Cornerstone Defendants knew
22 or should have known that Defendant Gimbel was not certified to work as an armed security
23 professional. Despite this, the Cornerstone Defendants recklessly took no measures to verify
24

{00660588;4}

1 whether Defendant Gimbel was certified to work as an armed security professional or to ensure
2 compliance with OAR 259-060-0120.

3 22.

4 The TMT Defendants knew or should have known that the Cornerstone Defendants
5 provided armed security with unlicensed employees (including Defendant Gimbel) and caused
6 those same employees to glorify violence, ignore possibilities for conflict de-escalation, and
7 disregard human life.

8 23.

9 The TMT Defendants had actual knowledge of unreasonable or dangerous conduct by the
10 Cornerstone Defendants and their employees ~~on the real properties owned by Defendants D. Park~~
11 ~~and Hayden Meadows~~ at Delta Park Center and took no action to stop such conduct. When
12 informed of the unreasonable and dangerous conduct, the TMT Defendants defended,
13 encouraged, and ratified the conduct.

14 24.

15 Defendant Lowe's knew or should have known of unreasonable, dangerous, and unlawful
16 conduct by the Cornerstone Defendants and the TMT Defendants and their employees and/or
17 agents on the real properties ~~iesy~~ they leased at Delta Park Center. Defendant Lowe's took no action
18 to prevent such conduct. When informed of the unreasonable and dangerous conduct, Defendant
19 Lowe's acceded to the conduct.

20 25.

21 ~~After a personal dispute between Freddy Nelson, Jr. and an agent of the TMT~~
22 ~~Defendants~~ The TMT Defendants provided instructions and directions to the Cornerstone
23 Defendants regarding their duties at Delta Park Center, including specifics of who to exclude,

24 {00660588;4}

1 what to exclude them for, and preferred procedure for exclusions. The TMT Defendants and
2 Cornerstone Defendants jointly agreed how Cornerstone employees should interact with
3 customers and business associates like the Nelsons at Delta Park Center.

4 26.

5 In February 2020, an agent of the TMT Defendants attempted to force Freddy Nelson to
6 move his motorhome from N Kerby Avenue near Delta Park Center. Freddy Nelson refused.
7 Thereafter, the TMT Defendants directed the Cornerstone Defendants to annoy, heckle, harass,
8 follow, and/or intimidate ~~Freddy Nelson, Jr. and Plaintiff Kari Nelson whenever~~ the Nelsons
9 whenever they passed through the real properties located on N Hayden Meadows Drive Delta
10 Park Center.

11 26-27.

12 Sometime in or around March 2020, Defendant Lowe's authorized Freddy Nelson, Jr. to
13 collect pallets from behind its store at Delta Park Center. The TMT Defendants notified the
14 Cornerstone Defendants that he was the only approved person who was permitted to collect
15 pallets from Defendant Lowe's.

16 28.

17 Despite authorization from Defendant Lowe's, the TMT Defendants and the Cornerstone
18 Defendants continued to annoy, heckle, harass, follow, and/or intimidate the Nelsons.

19 29.

20 Sometime in or around July 2020, the TMT Defendants directed the Cornerstone
21 Defendants to follow its "zero tolerance" policy at Delta Park Center, which required the
22 Cornerstone Defendants to remove persons for any activity that violated its rules, no matter how
23 minor the infraction. The Cornerstone Defendants informed the TMT Defendants that the "zero
24

1 tolerance” policy was unlawful. The TMT and Cornerstone Defendants agreed to enforce it
2 anyway at the TMT Defendants’ direction.

3 30.

4 Sometime in or around August 2020, the TMT Defendants required that all new
5 Cornerstone officers meet with the TMT Defendants in person to familiarize themselves with
6 Delta Park Center and enforce their “zero tolerance” policy.

7 31.

8 Sometime in or around January 2021, at the direction of the TMT Defendants, the
9 Cornerstone Defendants issued “excluded” Freddy Nelson, Jr. from Delta Park Center for
10 “unauthorized taking of pallets” despite being deemed an “approved vendor” by Defendant
11 Lowe’s to take pallets. a “Be on the lookout” order for Freddy Nelson, Jr. Pursuant to this
12 orderAs a result, employees of the Cornerstone Defendants did in fact annoy, heckle, harass,
13 follow, and intimidate the Nelsons whenever they passed through ~~the real properties located on~~
14 ~~N Hayden Meadows Drive~~Delta Park Center.

15 27-32.

16 Employees and/or agents of the TMT Defendants and Cornerstone Defendants ~~annoyed,~~
17 ~~heckled, harassed, followed, and intimidated~~jointly patrolled Delta Park Center. The TMT
18 Defendants directed employees of the Cornerstone Defendants at Delta Park Center to annoy,
19 heckle, harass, follow, and intimidate the Nelsons as described above for a period of
20 approximately one year. During this time, employees of the Cornerstone Defendants did so in the
21 course and scope of their employment and in vehicles owned and insured by the Cornerstone
22 Defendants, including “the Cornerstone vehicle” described below.

23 {00660588;4}

1 28.33.

2 Over the course of several months, the TMT Defendants and the Cornerstone Defendants
3 exchanged emails, held virtual meetings, spoke on the phone, and met in person to coordinate
4 their harassment, intimidation, and attempted exclusion of the Nelsons from Delta Park Center.

5 34.

6 Throughout this year of harassment, Defendant Lowe’s repeatedly informed the TMT
7 Defendants and the Cornerstone Defendants that Freddy Nelson, Jr. was an “approved vendor”
8 but did nothing to stop the known and pervasive harassment of the Nelsons by the TMT
9 Defendants and the Cornerstone Defendants.

10 35.

11 On the early afternoon of May 29, 2021, the Nelsons visited Defendant Lowe’s store
12 ~~located at 1160 N Hayden Meadows Drive~~ at Delta Park Center to purchase items for a home
13 improvement project. Freddy Nelson, Jr. parked his vehicle in Defendant Lowe’s parking lot
14 near the Garden Center.

15 29.36.

16 On the ~~early~~ afternoon of May 29, 2021, the Nelsons were invitees on Defendant Lowe’s
17 store premises located at 1160 N Hayden Meadows Drive.

18 30.37.

19 As Freddy Nelson, Jr. gathered his belongings, Defendant Gimbel parked a vehicle
20 owned by the Cornerstone Defendants (“the Cornerstone vehicle”) perpendicular to the Nelsons’
21 vehicle, partially blocking the Nelsons’ vehicle from leaving its parking space.

1 31.38.

2 Defendant Gimbel approached Freddy Nelson, Jr. and informed him that he was under
3 arrest. Freddy Nelson, Jr. responded that Defendant Gimbel had no authority to arrest him.
4 Plaintiff Kari Nelson returned to the vehicle upon hearing the confrontation. The Nelsons then
5 entered their vehicle and locked the doors in hopes of avoiding Defendant Gimbel's aggression.

6 32.39.

7 Defendant Gimbel approached the driver side and attempted to open the driver's door to
8 the Nelsons' vehicle. Upon finding it locked, he proceeded to the rear driver's side of the
9 Nelsons' vehicle, forced a pepper spray canister through the partially-opened back window, and
10 ~~assaulted pepper-sprayed~~ the Nelsons ~~with pepper spray~~.

11 33.40.

12 As a result of the pepper spray, the Nelsons suffered disorientation; intense, searing pain
13 in the face, nose, and throat; difficulty breathing; and involuntary closing of the eyes.

14 34.41.

15 While the Nelsons suffered from the effects of pepper spray, Defendant Gimbel walked
16 in front of the Nelsons' vehicle. He raised the pistol he was not licensed to carry and instructed
17 the Nelsons not to move.

18 35.42.

19 Moments later, Defendant Gimbel fired four shots at Freddy Nelson, Jr. Three of the
20 shots struck Freddy Nelson, Jr. in the head and chest, killing him.

21 36.43.

22 Plaintiff Kari Nelson, was sitting beside Freddy Nelson, Jr. in the passenger seat as ~~he~~
23 ~~was murdered; they were pepper-sprayed and was in the process of getting out of the vehicle as~~

1 Freddy Nelson, Jr. was shot and killed. As a result, Plaintiff Kari Nelson suffered extreme fright,
2 shock, and fear of imminent death or in seeing her husband shot to death and grievous bodily
3 injury as a result of the actions of Defendant Gimbel.

4 37.44.

5 While her eyes were still burning due to the effects of the pepper spray, Plaintiff Kari
6 Nelson attempted to offer aid to her husband until he died.

7 **JOINT LIABILITY**

8 45.

9 The Cornerstone Defendants and the TMT Defendants acted in concert with one another
10 or pursuant to a common design when they annoyed, heckled, harassed, followed, and/or
11 intimidated the Nelsons at Delta Park Center and the surrounding area. This joint and tortious
12 conduct culminated in Defendant Gimbel pepper spraying the Nelsons and shooting and killing
13 Freddy Nelson, Jr.

14 46.

15 The Cornerstone Defendants and the TMT Defendants knew that the other's conduct
16 constituted a breach of duty to the Nelsons yet they each gave substantial assistance and
17 encouragement to the other in their joint and tortious conduct against the Nelsons.

18 47.

19 The Cornerstone Defendants and the TMT Defendants gave substantial assistance to the
20 other in accomplishing their negligent and reckless treatment of the Nelsons and each of their
21 conduct, separately considered, constituted a breach of duty to the Nelsons.

1 **FIRST CLAIM FOR RELIEF**

2 **(Negligence and Wrongful Death – Estate of Freddy Nelson, Jr. against the TMT**
3 **Defendants)**

4 ~~38.48.~~

5 Plaintiffs reallege all paragraphs above.

6 ~~39.49.~~

7 ~~Freddy Nelson, Jr.'s injury and death were caused by~~ The TMT Defendants were
8 negligent, reckless, or some combination thereof in one or more of the following particulars:

- 9 a) In directing the Cornerstone Defendants to annoy, heckle, harass, follow, and/or
10 intimidate Plaintiffs when they knew or should have known that the Cornerstone
11 Defendants could not do so safely or lawfully.
- 12 b) ~~In~~ Failing to exercise reasonable care to maintain a reasonably safe property, free of
13 violent crime;
- 14 c) ~~In~~ Failing to exercise reasonable care to protect Freddy Nelson, Jr. from violence by
15 other visitors, trespassers, and security guards at the complex, including gun violence;
- 16 d) ~~In~~ Failing to provide an appropriate level of security, including the failure to staff the
17 premises solely with security guards (directly or through security providers) who
18 were certified for the type of work they provided; and
- 19 e) ~~By~~ Violating their affirmative duty to protect business invitees from foreseeable
20 harm, or to come to the aid of business invitees in the face of ongoing harm or
21 medical emergency; ~~and.~~

1 40.50.

2 As a direct, proximate, and foreseeable result of the TMT Defendant's
3 ~~negligence~~ conduct, Freddy Nelson, Jr. was ~~a victim of violence~~ injured by pepper spray and
4 sustained gunshot injuries that caused his death and died.

5 51.

6 The TMT Defendants acted with a reckless and outrageous indifference to a highly
7 unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of
8 others, including the Estate of Freddy Nelson, Jr.

9 41.52.

10 The TMT Defendants were reckless because they had reason to know of facts which
11 would lead a reasonable person to realize that their conduct not only creates unreasonable risk of
12 harm to others but also involves a high degree of probability that substantial harm would result.

13 53.

14 As a further result of Plaintiffs reserve the right to amend this complaint to add TMT
15 Defendants' conduct, the Estate of Freddy Nelson, Jr. is entitled to collect punitive damages
16 against Defendants TMT and D. Park pursuant to ORS 31.725.

17 **SECOND CLAIM FOR RELIEF**

18 **(Negligence and Wrongful Death – Estate of Freddy Nelson, Jr. against Defendant Lowe's)**

19 42.54.

20 Plaintiffs reallege all paragraphs above.

21 43.55.

22 ~~Plaintiffs injuries and death were caused by~~ Defendant Lowe's was negligent in one or
23 more of the following particulars:

24 {00660588;4}

- 1 a) ~~In~~ Allowing the Cornerstone Defendants to annoy, heckle, harass, follow, and/or
2 intimidate Plaintiffs on their property when they knew or should have known that the
3 Cornerstone Defendants could not do so safely or lawfully;
- 4 b) ~~In~~ Allowing the TMT Defendants to annoy, heckle, harass, follow, and/or intimidate
5 Plaintiffs on their property when they knew or should have known that the
6 ~~Cornerstone~~TMT Defendants could not do so safely or lawfully;
- 7 c) ~~In~~ Failing to exercise reasonable care to maintain a reasonably safe property, free of
8 violent crime;
- 9 d) ~~In~~ Failing to exercise reasonable care to protect ~~Plaintiffs~~Freddy Nelson, Jr. from
10 violence by other visitors, trespassers, and security guards at the complex, including
11 gun violence; and
- 12 e) ~~By~~ Violating their affirmative duty to protect business invitees from foreseeable
13 harm, or to come to the aid of business invitees in the face of ongoing harm or
14 medical emergency.

15 44.56.

16 As a direct, proximate, and foreseeable result of Defendant Lowe's negligence, Freddy
17 Nelson, Jr. was injured by pepper spray and sustained gunshot injuries ~~and died~~that caused his
18 death.

19 45.57.

20 Plaintiffs reserve the right to amend this complaint to add punitive damages against
21 Defendant Lowe's pursuant to ORS 31.725.

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THIRD CLAIM FOR RELIEF

**(Negligent Employment and Wrongful Death – Estate of Freddy Nelson, Jr. against
Cornerstone Defendants)**

46.58.

Plaintiffs reallege all paragraphs above.

47.59.

~~Freddy Nelson, Jr.’s injury and death were caused by~~ The Cornerstone Defendants were
negligent, reckless, or some combination thereof in one or more of the following particulars:

- a) ~~In negligently, recklessly, and/or wantonly~~ Hiring Defendant Gimbel when they knew or should have known that Defendant Gimbel was not fit to work as an armed security professional;
- b) ~~In negligently, recklessly, and/or wantonly~~ Retaining Defendant Gimbel as an employee when they knew or should have known that Defendant Gimbel was not fit to work as an armed security professional;
- c) ~~In negligently, recklessly, and/or wantonly~~ Training Defendant Gimbel in a way that, *inter alia*, encouraged the use of violence and failed to include any meaningful de-escalation training as an armed security professional;
- d) ~~In negligently, recklessly, and/or wantonly~~ Supervising Defendant Gimbel such that he did not perform his duties as an armed security professional in a safe manner;
- e) ~~In negligently, recklessly, and/or wantonly~~ Failing to exercise reasonable care to maintain a reasonably safe property free of violent crime;
- f) ~~In negligently, recklessly, and/or wantonly~~ Failing to comply with each and every law and regulation governing private security companies and security professionals;

- 1 g) ~~In negligently, recklessly, and/or wantonly~~ Failing to exercise reasonable care to
2 protect Freddy Nelson, Jr. from violence by other visitors, trespassers, and security
3 professionals at the complex, including gun violence;
- 4 h) ~~In negligently, recklessly, and/or wantonly~~ Failing to provide an appropriate level of
5 security, including the failure to staff the premises solely with security guards who
6 were certified for the type of work they provided; and
- 7 i) ~~By negligently, recklessly, and/or wantonly~~ Violating their affirmative duty as real
8 estate managers to protect business invitees from foreseeable harm, or to come to the
9 aid of business invitees in the face of ongoing harm or medical emergency.

10 48-60.

11 As a direct, proximate, and foreseeable result of the Cornerstone Defendants' negligence,
12 Freddy Nelson, Jr. was injured by pepper spray and sustained gunshot injuries ~~and died that~~
13 caused his death.

14 49-61.

15 The Cornerstone Defendants acted with a reckless and outrageous indifference to a highly
16 unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of
17 others, including ~~Plaintiffs, Freddy Nelson, Jr.,~~ in hiring, retaining, training and supervising their
18 employees.

19 62.

20 The Cornerstone Defendants were reckless because they had reason to know of facts
21 which would lead a reasonable person to realize that their conduct not only creates unreasonable
22 risk of harm to others but also involves a high degree of probability that substantial harm would
23 result.

1 50.63.

2 As a further result of the Cornerstone Defendants' conduct, ~~Plaintiffs are~~Plaintiff Estate
3 of Freddy Nelson, Jr. is entitled to collect punitive damages ~~in an amount not to exceed~~
4 \$30,000,000.

5 **FOURTH CLAIM FOR RELIEF**

6 **(Negligence and Wrongful Death – Estate of Freddy Nelson, Jr. against Defendants Logan**
7 **Gimbel & The Cornerstone Defendants)**

8 51.64.

9 Plaintiffs reallege all paragraphs above.

10 52.65.

11 ~~The shooting and Freddy Nelson, Jr.'s death were caused by~~ Defendant Gimbel was
12 negligent, reckless, or some combination thereof in one or more of the following particulars:

- 13 a) ~~In negligently, recklessly, and/or wantonly~~ Failing to exercise reasonable care to
14 maintain a reasonably safe property, free of violent crime, and to refrain from
15 committing acts of violence himself;
- 16 b) ~~In negligently, recklessly, and/or wantonly~~ Failing to comply with each and every law
17 and regulation governing armed security professionals;
- 18 c) ~~In negligently, recklessly, and/or wantonly~~ Failing to exercise reasonable care to
19 protect Freddy Nelson, Jr. from violence by other visitors, trespassers, and security
20 professionals at the complex, including gun violence;
- 21 d) ~~In recklessly~~ Discharging tear gas or mace against another person in violation of ORS
22 163.212;
- 23 e) ~~In negligently, recklessly, and/or wantonly~~ Discharging a firearm in such a way that it
24 was likely to cause bodily injury or death;

{00660588;4}

- 1 f) ~~By~~ Fatally shooting Freddy Nelson, Jr; and
2 g) ~~In negligently, recklessly, and/or wantonly~~ Failing to protect business invitees from
3 foreseeable harm, or to come to the aid of business invitees in the face of ongoing
4 harm or medical emergency.

5 53-66.

6 Defendant Gimbel was acting in the course and scope of his employment when he
7 committed the above tortious acts. The Cornerstone Defendants, as employer of Defendant
8 Gimbel, are vicariously liable for his acts and omissions under the doctrine of *respondeat*
9 *superior*. As such, the Cornerstone Defendants are liable for all resulting injuries and damages,
10 including any punitive damages, to ~~Plaintiffs~~ Freddy Nelson, Jr. as set forth more particularly
11 below.

12 54-67.

13 As a direct and proximate result of Defendant Gimbel's negligence, Freddy Nelson, Jr.
14 was injured by pepper spray and sustained gunshot injuries ~~and died~~ that caused his death.

15 55-68.

16 Defendant Gimbel acted with a reckless and outrageous indifference to a highly
17 unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of
18 others, including ~~Plaintiffs~~ Freddy Nelson, Jr., in failing to effectively provide private security
19 services.

20 69.

21 Defendant Gimbel was reckless because he had reason to know of facts which would lead
22 a reasonable person to realize that his conduct not only creates unreasonable risk of harm to
23 others but also involves a high degree of probability that substantial harm would result.

1 56.70.

2 As a result of Defendant Gimbel's conduct, ~~Plaintiffs are~~ Plaintiff Estate of Freddy
3 Nelson, Jr. is entitled to collect punitive damages ~~in an amount not to exceed \$30,000,000.~~

4 **FIFTH CLAIM FOR RELIEF**

5 **(Negligence Per Se – All Plaintiffs against the Cornerstone Defendants)**

6 57.71.

7 Plaintiffs reallege all paragraphs above.

8 58.72.

9 The Cornerstone Defendants violated numerous statutes, regulations, and codes including
10 but not limited to:

- 11 a) Providing private security services without valid certification in violation of
12 OAR 259-060-0450(2)(a);
- 13 b) Failing to submit properly completed forms or documentation in the time frame
14 designated by the Department of Public Safety Standards and Training in violation of
15 OAR 259-060-0450(2)(b);
- 16 c) Employing private security professionals who had not completed the required training
17 and application process in violation of OAR 259-060-0450(2)(i); and
- 18 d) Assigning a person to perform private security services when that person was not
19 properly certified to do so in violation of ORS 181A.850(1)(d).

20 59.73.

21 Plaintiffs were members of the class of persons intended to be protected by the
22 aforementioned Oregon statutes and Oregon administrative rules, and the injuries suffered by
23 Plaintiffs were of the kind that these statutes and rules were intended to prevent. By virtue of the

24 {00660588;4}

1 Cornerstone Defendants' violations of these statutes and rules, the Cornerstone Defendants were
2 negligent *per se* with respect to the injuries suffered by Plaintiffs.

3 ~~60.74.~~

4 As a result of the Cornerstone Defendants' violations of these statutes and rules, Plaintiffs
5 sustained damages as alleged in this Complaint.

6 ~~SIXTH CLAIM FOR RELIEF~~

7 ~~(Negligence Per Se—Defendant Gimbel)~~

8 ~~61.~~

9 ~~Plaintiffs reallege all paragraphs above.~~

10 ~~62.~~

11 ~~Defendant Gimbel violated numerous statutes, regulations, and codes including but not~~
12 ~~limited to:~~

13 ~~(a) Providing private security services without valid certification in violation of~~

14 ~~ORAR 259-060-0450(2)(a);~~

15 ~~(b) Failing to submit properly completed forms or documentation in the time frame~~

16 ~~designated by the Department of Public Safety Standards and Training in violation of~~

17 ~~ORAR 259-060-0450(2)(b);~~

18 ~~(c) Performing a service as a private security professional without proper certification in~~

19 ~~violation of ORS 181A.850(1)(b);~~

20 ~~(d) Failing to satisfactorily complete training requirements approved by the Board on~~

21 ~~Public Safety Standards and Training in violation of ORS 181A.855(1)(b);~~

22 ~~(e) Attempting to use a deadly weapon unlawfully against another person in violation of~~

23 ~~ORS 166.220(1)(a); and~~

24 {00660588;4}

1 ~~(f) Recklessly discharging tear gas or mace against another person in violation of~~
2 ~~ORS 163.212.~~

3 ~~63.~~

4 ~~Plaintiffs were members of the class of persons intended to be protected by the~~
5 ~~aforementioned Oregon statutes and Oregon administrative rules, and the injuries suffered by~~
6 ~~Plaintiffs were of the kind that these statutes and rules were intended to prevent. By virtue of~~
7 ~~Defendant Gimbel's violations of these statutes and rules, Defendant Gimbel was negligent *per*~~
8 ~~*se* with respect to the injuries suffered by Plaintiffs.~~

9 ~~64.~~

10 ~~As a result of Defendant Logan Gimbel's violations of these statutes and rules, Plaintiffs~~
11 ~~sustained damages as alleged in this Complaint.~~

12
13 **SEVENTH-SIXTH CLAIM FOR RELIEF**

14 **(False Arrest / Imprisonment – All Plaintiffs against Defendant Gimbel & The Cornerstone**
15 **Defendants)**

16 ~~65-75.~~

17 Plaintiffs reallege all paragraphs above.

18 ~~66-76.~~

19 Defendant Gimbel confined Plaintiffs by parking the Cornerstone vehicle in front of the
20 Nelsons' vehicle.

21 ~~67-77.~~

22 Defendant Gimbel intended to park the Cornerstone vehicle in front of the Nelsons'
23 vehicle.

24 {00660588;4}

1 68.78.

2 Defendant Gimbel negligently failed to move the Cornerstone vehicle before exiting the
3 vehicle, confronting Freddy Nelson, pepper spraying the Nelsons, or discharging his firearm.
4 Defendant Gimbel's negligent failure to move the Cornerstone vehicle continued to confine the
5 Nelsons.

6 69.79.

7 The Nelsons were aware of their confinement by the Cornerstone vehicle.

8 70.80.

9 While Defendant Gimbel confined the Nelsons and told Freddy Nelson he was under
10 arrest, he had no lawful basis to confine the Nelsons.

11 71.81.

12 The Cornerstone Defendants, as principal and/or employer, are vicariously liable under
13 the doctrine of *respondeat superior* for the acts and omissions of their agents and/or employees.
14 As such, the Cornerstone Defendants are liable for all resulting injuries and damages, including
15 any punitive damages, to Plaintiffs as set forth more particularly below.

16 72.82.

17 As a direct, proximate, and foreseeable result of the conduct of Defendant Gimbel,
18 Plaintiffs suffered damages as alleged in this complaint.

19 83.

20 Pursuant to ORS 30.075(2), Plaintiff Estate of Freddy Nelson, Jr. is entitled to reasonable
21 attorney fees.

1 **EIGHTH SEVENTH CLAIM FOR RELIEF**

2 **(Negligent Infliction of Emotional Distress – Plaintiff Kari Nelson against All Defendants)**

3 73-84.

4 Plaintiff Kari Nelson realleges all paragraphs above.

5 74-85.

6 ~~The~~ Plaintiff Kari Nelson had a legally protected interest in avoiding being a witness to
7 the negligently caused traumatic injury and death of her husband and in not being subject to a
8 pattern of harassment, menacing, and intimidation ~~suffered by Plaintiff Kari Nelson deprived her~~
9 ~~of her privacy.~~

10 75-86.

11 ~~The negligent acts of~~ In witnessing Defendant Gimbel ~~deprived~~ pepper spray and injure
12 her husband, Plaintiff Kari Nelson ~~of her right to be free from unlawful imprisonment~~ Nelson's
13 legally protected interest was violated.

14 76-87.

15 ~~The negligent acts of~~ In witnessing Defendant Gimbel ~~deprived~~ shoot and kill her husband,
16 Plaintiff Kari Nelson ~~of her right to avoid being a witness to the negligently caused traumatic~~
17 injury and death of a close family member Nelson's legally protected interest was violated.

18 77-88.

19 ~~The negligent acts of~~ Defendant Gimbel ~~as described above confined~~ Plaintiff Kari
20 ~~Nelson to the Nelson vehicle.~~

21 78.

22 ~~Plaintiff Kari Nelson contemporaneously observed the killing of decedent Freddy Nelson,~~
23 ~~Jr.~~

1 79.

2 ~~Plaintiff Kari Nelson is a close family member of decedent Freddy Nelson, Jr.~~

3 80.

4 By being subject to Defendants' ongoing harassment, menacing, and intimidation,
5 including Defendant Gimbel's confinement of Plaintiff Nelson to the Nelsons' vehicle, Plaintiff
6 Kari Nelson's legally protected interest was violated.

7 89.

8 The Cornerstone Defendants, as principal and/or employer, are vicariously liable under
9 the doctrine of *respondeat superior* for the acts and omissions of their agents and/or employees,
10 including Defendant Gimbel. As such, the Cornerstone Defendants are liable for all resulting
11 injuries and damages, including any punitive damages, to Plaintiff Kari Nelson as set forth more
12 particularly below.

13 81-90.

14 As a direct, proximate, and foreseeable result of ~~the acts of each Defendant as alleged~~
15 ~~above, Plaintiff Kari Nelson suffered serious emotional harm as a result of~~ being annoyed,
16 heckled, harassed, followed, and intimidated, Plaintiff Kari Nelson suffered serious emotional
17 harm.

18 82-91.

19 As a direct, proximate, and foreseeable result of ~~the acts of each Defendant as alleged~~
20 ~~above, Plaintiff Kari Nelson suffered serious emotional harm severe from~~ witnessing the pepper
21 spraying and shooting death of her husband, Plaintiff Kari Nelson suffered serious emotional
22 harm.

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83.92.

~~As a direct, proximate, and foreseeable result of the acts of Defendant Logan Gimbel in blocking in her vehicle, threatening decedent Freddy Nelson with arrest, and refusing to allow the Nelsons to leave the property, and brandishing his firearm~~The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel acted with a reckless and outrageous indifference to a highly unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of others, in inflicting emotional distress on Plaintiff Kari Nelson.

93.

The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel were reckless because they had reason to know of facts which would lead a reasonable person to realize that their conduct not only creates unreasonable risk of harm to others but also involves a high degree of probability that substantial harm would result.

94.

As a further result of the Cornerstone Defendants', the TMT Defendants', and Defendant Gimbel's infliction of emotional distress, Plaintiff Kari Nelson suffered serious emotional harm is entitled to collect punitive damages.

NINTH-EIGHTH CLAIM FOR RELIEF

(Negligent Infliction of Emotional Distress – Estate of Freddy Nelson, Jr. against All Defendants)

84.95.

Plaintiff Estate of Freddy Nelson, Jr. realleges all paragraphs above.

1 85.96.

2 Freddy Nelson, Jr. had a legally protected interest in avoiding being a witness to the
3 negligently caused traumatic injury of his wife and in not being subject to a pattern of
4 harassment, menacing, and intimidation.

5 97.

6 In witnessing Defendant Gimbel pepper spray and injure his wife, Freddy Nelson, Jr.'s
7 legally protected interest was violated.

8 98.

9 By being subject to Defendants' ongoing harassment, menacing, and intimidation,
10 including Defendant Gimbel's confinement of Plaintiff Nelson to the Nelsons' vehicle, Freddy
11 Nelson, Jr.'s legally protected interest was violated.

12 99.

13 The Cornerstone Defendants, as principal and/or employer, are vicariously liable under
14 the doctrine of *respondeat superior* for the acts and omissions of their agents and/or employees,
15 including Defendant Gimbel. As such, the Cornerstone Defendants are liable for all resulting
16 injuries and damages, including any punitive damages, to Plaintiff Estate of Freddy Nelson, Jr. as
17 set forth more particularly below.

18 ~~86.100.~~

19 ~~The pattern of harassment and intimidation suffered by decedent Freddy Nelson, Jr.~~
20 ~~deprived him of his privacy.~~

21 ~~87.~~

22 ~~The actions of Defendant Gimbel deprived decedent Freddy Nelson, Jr. of his right to be~~
23 ~~free from false imprisonment.~~

1 88.

2 ~~The negligent acts of Defendant Gimbel as described above confined decedent Freddy~~
3 ~~Nelson, Jr. to the Nelson vehicle.~~

4 89.

5 As a direct, proximate, and foreseeable result of ~~the acts of each Defendant as alleged~~
6 ~~above, decedent Freddy Nelson suffered serious emotional harm as a result of~~ being annoyed,
7 heckled, harassed, followed, and intimidated, Freddy Nelson, Jr. suffered serious emotional
8 harm.

9 ~~90.101.~~

10 As a direct, proximate, and foreseeable result of ~~the acts of Defendant Logan Gimbel in~~
11 ~~blocking in his vehicle, threatening him with arrest, refusing to allow the Nelsons to leave the~~
12 ~~property, and brandishing his firearm, decedent Freddy Nelson witnessing the pepper spraying of~~
13 his wife, Freddy Nelson, Jr. suffered serious emotional harm.

14 102.

15 The Estate of Freddy Nelson, Jr. brings this claim pursuant to ORS 30.075(1) as Freddy
16 Nelson, Jr. did not die as a result of Defendants' negligent infliction of emotional distress.
17 Plaintiff Estate of Freddy Nelson, Jr. is entitled to reasonable attorney fees pursuant to ORS
18 30.075(2).

19 103.

20 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel acted with a
21 reckless and outrageous indifference to a highly unreasonable risk of harm and a conscious
22 indifference to the health, safety, and welfare of others, in inflicting emotional distress on
23 Plaintiff Estate of Freddy Nelson, Jr.

24 {00660588;4}

1 104.

2 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel were reckless
3 because they had reason to know of facts which would lead a reasonable person to realize that
4 their conduct not only creates unreasonable risk of harm to others but also involves a high degree
5 of probability that substantial harm would result.

6 105.

7 As a further result of the Cornerstone Defendants', the TMT Defendants', and Defendant
8 Gimbel's infliction of emotional distress, Plaintiff Estate of Freddy Nelson, Jr. is entitled to
9 collect punitive damages.

10 **TENTH-NINTH CLAIM FOR RELIEF**

11 **(Negligence and Personal Injury – Plaintiff Kari Nelson against All Defendants)**

12 91.106.

13 Plaintiff Kari Nelson realleges all paragraphs above.

14 92.107.

15 The TMT Defendants were negligent, reckless, or some combination thereof in one or
16 more of the following particulars:

- 17 a) Directing the Cornerstone Defendants to harass Plaintiff Kari Nelson when they knew
18 or should have known that the Cornerstone Defendants could not do so safely or
19 lawfully;
20 b) Failing to maintain a reasonably safe property free of violent crime;
21 c) Failing to protect Plaintiff Kari Nelson from violence by other visitors, trespassers,
22 and security guards at the complex;

1 d) Failing to provide an appropriate level of security, including the failure to staff the
2 premises solely with security guards who were certified for the type of work they
3 provided; and

4 e) Violating their affirmative duty to protect business invitees from foreseeable harm or
5 to come to the aid of business invitees in the face of ongoing harm or medical
6 emergency.

7 108.

8 Defendant Lowe's was negligent in one or more of the following particulars:

9 a) Allowing the Cornerstone Defendants and/or the TMT Defendants to harass Plaintiff
10 Kari Nelson on its property when it knew or should have known that the Cornerstone
11 Defendants and/or the TMT Defendants could not do so safely or lawfully;

12 b) Failing to maintain a reasonably safe property free of violent crime;

13 c) Failing to exercise reasonable care to protect Plaintiff Kari Nelson from violence by
14 other visitors, trespassers, and security guards at the complex; and

15 d) Violating their affirmative duty to protect business invitees from foreseeable harm or
16 to come to the aid of business invitees in the face of ongoing harm or medical
17 emergency.

18 109.

19 The Cornerstone Defendants were negligent, reckless, or some combination thereof in
20 one or more of the following particulars:

21 a) Hiring Defendant Gimbel when they knew or should have known that Defendant
22 Gimbel was not fit to work as an armed security professional;

- 1 **b) Retaining Defendant Gimbel as an employee when they knew or should have known**
2 **that Defendant Gimbel was not fit to work as an armed security professional;**
3 **c) Training Defendant Gimbel in a way that, *inter alia*, encouraged the use of violence**
4 **and failed to include any meaningful de-escalation training as an armed security**
5 **professional;**
6 **d) Supervising Defendant Gimbel such that he did not perform his duties as an armed**
7 **security professional in a safe manner;**
8 **e) Failing to exercise reasonable care to maintain a reasonably safe property free of**
9 **violent crime;**
10 **f) Failing to comply with each and every law and regulation governing private security**
11 **companies and security professionals;**
12 **g) Failing to exercise reasonable care to protect Freddy Nelson, Jr. from violence by**
13 **other visitors, trespassers, and security professionals at the complex, including gun**
14 **violence;**
15 **h) Failing to provide an appropriate level of security, including the failure to staff the**
16 **premises solely with security guards who were certified for the type of work they**
17 **provided; and**
18 **i) Violating their affirmative duty as real estate managers to protect business invitees**
19 **from foreseeable harm or to come to the aid of business invitees in the face of**
20 **ongoing harm or medical emergency.**

21 110.

22 Defendant Gimbel was negligent, reckless, or some combination thereof in one or more
23 of the following particulars:

24 {00660588;4}

1 a) Failing to maintain a reasonably safe property free of violent crime and to refrain

2 from committing acts of violence himself;

3 b) Failing to comply with each and every law and regulation governing armed security

4 professionals;

5 c) Failing to exercise reasonable care to protect Plaintiff Kari Nelson from violence by

6 other visitors, trespassers, and security professionals at the complex; and

7 d) Discharging tear gas or mace against Plaintiff Kari Nelson in violation of ORS

8 163.212.

9 111.

10 As a direct, proximate, and foreseeable result of Defendants' negligence, recklessness, or
11 some combination thereof, Plaintiff Kari Nelson suffered disorientation; intense, searing pain in
12 the face, nose, and throat; difficulty breathing; and involuntary closing of the eyes from pepper
13 spray.

14 93.112.

15 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel acted with a
16 reckless and outrageous indifference to a highly unreasonable risk of harm and a conscious
17 indifference to the health, safety, and welfare of others, in inflicting emotional distress on
18 Plaintiff Kari Nelson.

19 113.

20 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel were reckless
21 because they had reason to know of facts which would lead a reasonable person to realize that
22 their conduct not only creates unreasonable risk of harm to others but also involves a high degree
23 of probability that substantial harm would result.

1 114.

2 As a further result of the Cornerstone Defendants', the TMT Defendants', and Defendant
3 Gimbel's conduct, Plaintiff Kari Nelson is entitled to collect punitive damages. Plaintiff Kari
4 Nelson reserves the right to amend this complaint to add punitive damages against
5 ~~Defendants~~Defendant Lowe's.

6 **DAMAGES**

7 94.115.

8 Plaintiff ~~Kiono Nelson as Personal Representative for the~~ Estate of Freddy Nelson, Jr.
9 sustained noneconomic damages for Freddy Nelson, Jr.'s pain and suffering and the loss of
10 companionship to his family in an amount that a jury determines is fair and reasonable, but not to
11 exceed \$45,000,000.

12 95.116.

13 Plaintiff Kari Nelson sustained noneconomic damages for her pain, mental suffering, and
14 severe and traumatic emotional distress from the harassment and intimidation she suffered and
15 from witnessing the pepper spraying and shooting death of her husband, Freddy Nelson, Jr., in an
16 amount that a jury determines is fair and reasonable, but not to exceed \$45,000,000.

17 117.

18 Plaintiffs are entitled to collect punitive damages against the Cornerstone Defendants in
19 an amount that a jury determines is fair and reasonable, but not to exceed \$30,000,000.

20 118.

21 Plaintiffs are entitled to collect punitive damages against Defendant Gimbel in an
22 amount that a jury determines is fair and reasonable, but not to exceed \$30,000,000. The
23 Cornerstone Defendants are vicariously liable for the conduct of Defendant Gimbel.

24 {00660588;4}

1 119.

2 Plaintiffs are entitled to collect punitive damages against the TMT Defendants in an
3 amount that a jury determines is fair and reasonable, but not to exceed \$50,000,000.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment as follows:

6 On behalf of Plaintiff Kiono Nelson as Personal Representative for the Estate of Freddy
7 Nelson, Jr.:

- 8 a) For noneconomic losses in the amount ~~of~~that a jury determines is fair and reasonable,
9 but not to exceed \$45,000,000;
- 10 b) For costs and disbursements incurred herein;
- 11 c) For interest according to law;
- 12 d) For such other relief as the court deems just.

13 On behalf of Plaintiff Kari Nelson:

- 14 a) For noneconomic losses in the amount ~~of~~that a jury determines is fair and reasonable,
15 but not to exceed \$45,000,000;
- 16 b) For costs and disbursements incurred herein;
- 17 c) For interest according to law;
- 18 d) For such other relief as the court deems just.

19 On behalf of Plaintiff Kiono Nelson as Personal Representative for the Estate of Freddy
20 Nelson, Jr. and Plaintiff Kari Nelson:

- 21 a) Punitive damages against the Cornerstone Defendants in an amount ~~to be determined~~
22 by the jury, that a jury determines is fair and reasonable, but not to exceed
23 \$30,000,000; and

24 {00660588;4}

1 b) Punitive damages against Defendant Gimbel in an amount ~~to be determined by the~~
2 that a jury, determines is fair and reasonable, but not to exceed \$30,000,000.

3 c) Punitive damages against the TMT Defendants in an amount that a jury determines is
4 fair and reasonable, but not to exceed \$50,000,000.

5 DATED this 5th ___ day of ~~July, 2023~~April, 2024.

6 D'AMORE LAW GROUP, P.C.

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17 *Attorneys for Plaintiffs*

1
2
3
4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MULTNOMAH

6 KARI NELSON, individually, and KIONO
7 NELSON as the Personal Representative for
8 the ESTATE OF FREDDY NELSON, JR.,

9 Plaintiffs,

10 vs.

11 TMT DEVELOPMENT CO., LLC, an
12 Oregon Limited Liability Company; D.
13 PARK CORPORATION, an Oregon
14 Corporation dba HAYDEN MEADOWS;
15 HAYDEN MEADOWS, A JOINT
16 VENTURE; LOWE'S HOME CENTERS,
17 LLC; MATTHEW CADY, dba
18 CORNERSTONE SECURITY GROUP;
19 JEFFREY JAMES, dba CORNERSTONE
20 SECURITY GROUP; TJ LATHROM, dba
21 CORNERSTONE SECURITY GROUP; and
22 LOGAN GIMBEL,

23 Defendants.

Case No. 21CV40742

THIRD AMENDED COMPLAINT AND
DEMAND FOR JURY TRIAL
(Wrongful Death, Personal Injury)

PRAYER: \$200,000,000
(Filing Fee Pursuant to ORS 21.160(1)(e))

CLAIM NOT SUBJECT TO MANDATORY
ARBITRATION
(Pursuant to UTCR 13.060)

24 Plaintiffs KARI NELSON and KIONO NELSON, as Personal Representative of THE
ESTATE OF FREDDY NELSON, JR. allege:

PARTIES

1.

At all material times, Plaintiff Kari Nelson and decedent Freddy Nelson, Jr. (collectively
“the Nelsons”) were both adults, a married couple, and residents of Multnomah County, Oregon.

{00660588;4}

Page 1 – THIRD AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

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2.

Kiono Nelson is the duly appointed personal representative of the Estate of Freddy Nelson, Jr. Kiono Nelson's appointment is for the sole purpose of bringing this wrongful death action.

3.

At all material times, TMT Development Co., LLC, was an Oregon limited liability company. Defendant TMT Development Co., LLC, resides in Multnomah County, Oregon.

4.

At all material times, D. Park Corporation, doing business as Hayden Meadows, was an Oregon corporation. Defendant D. Park Corporation resides in and has regular and sustained business activities in Multnomah County, Oregon. At all material times, Hayden Meadows, a Joint Venture, was a partnership between D. Park Corporation and Wm. L. Seibel Non Exempt QTIP, residing in Multnomah County, Oregon. D. Park Corporation and Hayden Meadows, a Joint Venture, and Wm. L. Seibel Non Exempt QTIP are collectively referred to herein as "D. Park." D. Park owned real property located on N Hayden Meadows Drive in Portland, Oregon, including the real properties located at 1160 N Hayden Meadows Drive (collectively known as "Delta Park Center").

5.

At all material times, Lowe's Home Centers, LLC (hereinafter "Lowe's") was a North Carolina limited liability company that maintained a store location at 1160 N Hayden Meadows Drive at Delta Park Center in Multnomah County, Oregon. D. Park leased the real property located at 1160 N Hayden Meadows Drive to Defendant Lowe's.

1 6.

2 At all material times, Matthew Cady, doing business as Cornerstone Security Group
3 (hereinafter “Cady”), was a resident of Clackamas County, Oregon.

4 7.

5 At all material times, Jeffrey James, doing business as Cornerstone Security Group
6 (hereinafter “James”), was a resident of Clackamas County, Oregon.

7 8.

8 At all material times, T.J. Lathrom, doing business as Cornerstone Security Group
9 (hereinafter “Lathrom”), was a resident of Multnomah County, Oregon.

10 9.

11 At all material times, Logan Gimbel was a resident of Clark County, Washington. At all
12 material times, Logan Gimbel was acting in the course and scope of his employment with
13 Cornerstone Security Group. Further, Logan Gimbel was acting in the course and scope of his
14 agency with Defendant TMT Development Co., LLC, as a hired security guard when he pepper-
15 sprayed the Nelsons and shot and killed Freddy Nelson, Jr.

16 **JURISDICTION AND VENUE**

17 10.

18 Jurisdiction and venue are proper in the Circuit Court for Multnomah County because the
19 acts and omissions giving rise to this complaint occurred in Multnomah County and one or more
20 defendants reside in Multnomah County.

1 **FACTUAL BACKGROUND**

2 11.

3 D. Park exists solely to own Delta Park Center. Vanessa Sturgeon is the president and
4 authorized representative and/or registered agent of D. Park. She is also the registered agent and
5 president of Defendant TMT Development Co., LLC, which solely manages properties owned by
6 Vanessa Sturgeon through her various business entities. Defendant TMT Development Co.,
7 LLC, is an agent of D. Park and the latter is jointly and severally responsible for the actions of
8 the former. D. Park and Defendant TMT Development Co., LLC, (collectively referred to as
9 “TMT Defendants”) jointly managed and maintained Delta Park Center.

10 12.

11 At the time of the incident giving rise to this lawsuit, Defendants Cady, Lathrom, and
12 James (collectively referred to as “Cornerstone Defendants”) were doing business as Cornerstone
13 Security Group. The Cornerstone Defendants held themselves out as a security business
14 exclusively providing armed security.

15 13.

16 On November 1, 2019, the TMT Defendants hired the Cornerstone Defendants to provide
17 and manage armed security for Delta Park Center. The Cornerstone Defendants served as a real
18 estate manager to the TMT Defendants through the Cornerstone Defendants’ provision of
19 general site-wide monitoring and security services.

20 14.

21 The contract to provide and manage armed security for Delta Park Center granted the
22 Cornerstone Defendants authority by contract and direction to act on behalf of the TMT
23 Defendants. This included, but not limited to, the authority for Cornerstone Defendants to act as
24

1 the “person in charge” of the property for TMT Defendants, to take legal action against persons
2 committing criminal acts against the property owner, and to act as the victim of any criminal act
3 that occurred on the property.

4 15.

5 Despite the Cornerstone Defendants holding themselves out as a security company
6 providing exclusively armed security, the Cornerstone Defendants and the TMT Defendants
7 failed to take even the most basic measures to ensure that Cornerstone employees were certified
8 armed private security professionals as required by OAR 259-060-0120. Several Cornerstone
9 individuals, including Defendant Logan Gimbel, the security guard that shot and killed Freddy
10 Nelson, Jr., were not legally certified to carry any firearms much less open fire on an unarmed
11 man. The uncertified individuals and the Cornerstone Defendants recklessly violated the law.

12 16.

13 The Cornerstone Defendants fostered a work environment that recklessly glorified
14 violence, ignored de-escalation training, and instilled disregard for human life.

15 17.

16 The Cornerstone Defendants and the TMT Defendants, individually and through their
17 employees and agents, engaged in reckless, unreasonable and dangerous conduct at Delta Park
18 Center.

19 18.

20 The Cornerstone Defendants hired Defendant Logan Gimbel to work as an armed
21 security professional on August 26, 2020.

1 19.

2 At the time he was hired by the Cornerstone Defendants, Defendant Gimbel held no valid
3 certification to work as an armed security professional.

4 20.

5 Defendant Gimbel never obtained certification to work as an armed security professional.
6 During the course of his employment, Defendant Gimbel knew or should have known that he
7 was not certified to work as an armed security professional in violation of OAR 259-060-0120.

8 21.

9 During the course of Defendant Gimbel's employment, the Cornerstone Defendants knew
10 or should have known that Defendant Gimbel was not certified to work as an armed security
11 professional. Despite this, the Cornerstone Defendants recklessly took no measures to verify
12 whether Defendant Gimbel was certified to work as an armed security professional or to ensure
13 compliance with OAR 259-060-0120.

14 22.

15 The TMT Defendants knew or should have known that the Cornerstone Defendants
16 provided armed security with unlicensed employees (including Defendant Gimbel) and caused
17 those same employees to glorify violence, ignore possibilities for conflict de-escalation, and
18 disregard human life.

19 23.

20 The TMT Defendants had actual knowledge of unreasonable or dangerous conduct by the
21 Cornerstone Defendants and their employees at Delta Park Center and took no action to stop
22 such conduct. When informed of the unreasonable and dangerous conduct, the TMT Defendants
23 defended, encouraged, and ratified the conduct.

24 {00660588;4}

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24.

Defendant Lowe's knew or should have known of unreasonable, dangerous, and unlawful conduct by the Cornerstone Defendants and the TMT Defendants and their employees and/or agents on the real property they leased at Delta Park Center. Defendant Lowe's took no action to prevent such conduct. When informed of the unreasonable and dangerous conduct, Defendant Lowe's acceded to the conduct.

25.

The TMT Defendants provided instructions and directions to the Cornerstone Defendants regarding their duties at Delta Park Center, including specifics of who to exclude, what to exclude them for, and preferred procedure for exclusions. The TMT Defendants and Cornerstone Defendants jointly agreed how Cornerstone employees should interact with customers and business associates like the Nelsons at Delta Park Center.

26.

In February 2020, an agent of the TMT Defendants attempted to force Freddy Nelson to move his motorhome from N Kerby Avenue near Delta Park Center. Freddy Nelson refused. Thereafter, the TMT Defendants directed the Cornerstone Defendants to annoy, heckle, harass, follow, and/or intimidate the Nelsons whenever they passed through Delta Park Center.

27.

Sometime in or around March 2020, Defendant Lowe's authorized Freddy Nelson, Jr. to collect pallets from behind its store at Delta Park Center. The TMT Defendants notified the Cornerstone Defendants that he was the only approved person who was permitted to collect pallets from Defendant Lowe's.

1 28.

2 Despite authorization from Defendant Lowe’s, the TMT Defendants and the Cornerstone
3 Defendants continued to annoy, heckle, harass, follow, and/or intimidate the Nelsons.

4 29.

5 Sometime in or around July 2020, the TMT Defendants directed the Cornerstone
6 Defendants to follow its “zero tolerance” policy at Delta Park Center, which required the
7 Cornerstone Defendants to remove persons for any activity that violated its rules, no matter how
8 minor the infraction. The Cornerstone Defendants informed the TMT Defendants that the “zero
9 tolerance” policy was unlawful. The TMT and Cornerstone Defendants agreed to enforce it
10 anyway at the TMT Defendants’ direction.

11 30.

12 Sometime in or around August 2020, the TMT Defendants required that all new
13 Cornerstone officers meet with the TMT Defendants in person to familiarize themselves with
14 Delta Park Center and enforce their “zero tolerance” policy.

15 31.

16 Sometime in or around January 2021, at the direction of the TMT Defendants, the
17 Cornerstone Defendants “excluded” Freddy Nelson, Jr. from Delta Park Center for
18 “unauthorized taking of pallets” despite being deemed an “approved vendor” by Defendant
19 Lowe’s to take pallets. As a result, employees of the Cornerstone Defendants did in fact annoy,
20 heckle, harass, follow, and intimidate the Nelsons whenever they passed through Delta Park
21 Center.

1 32.

2 Employees and/or agents of the TMT Defendants and Cornerstone Defendants jointly
3 patrolled Delta Park Center. The TMT Defendants directed employees of the Cornerstone
4 Defendants at Delta Park Center to annoy, heckle, harass, follow, and intimidate the Nelsons as
5 described above for a period of approximately one year. During this time, employees of the
6 Cornerstone Defendants did so in the course and scope of their employment and in vehicles
7 owned and insured by the Cornerstone Defendants, including “the Cornerstone vehicle”
8 described below.

9 33.

10 Over the course of several months, the TMT Defendants and the Cornerstone Defendants
11 exchanged emails, held virtual meetings, spoke on the phone, and met in person to coordinate
12 their harassment, intimidation, and attempted exclusion of the Nelsons from Delta Park Center.

13 34.

14 Throughout this year of harassment, Defendant Lowe’s repeatedly informed the TMT
15 Defendants and the Cornerstone Defendants that Freddy Nelson, Jr. was an “approved vendor”
16 but did nothing to stop the known and pervasive harassment of the Nelsons by the TMT
17 Defendants and the Cornerstone Defendants.

18 35.

19 On the early afternoon of May 29, 2021, the Nelsons visited Defendant Lowe’s store at
20 Delta Park Center to purchase items for a home improvement project. Freddy Nelson, Jr. parked
21 his vehicle in Defendant Lowe’s parking lot near the Garden Center.

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36.

On the afternoon of May 29, 2021, the Nelsons were invitees on Defendant Lowe’s store premises located at 1160 N Hayden Meadows Drive.

37.

As Freddy Nelson, Jr. gathered his belongings, Defendant Gimbel parked a vehicle owned by the Cornerstone Defendants (“the Cornerstone vehicle”) perpendicular to the Nelsons’ vehicle, partially blocking the Nelsons’ vehicle from leaving its parking space.

38.

Defendant Gimbel approached Freddy Nelson, Jr. and informed him that he was under arrest. Freddy Nelson, Jr. responded that Defendant Gimbel had no authority to arrest him. Plaintiff Kari Nelson returned to the vehicle upon hearing the confrontation. The Nelsons then entered their vehicle and locked the doors in hopes of avoiding Defendant Gimbel’s aggression.

39.

Defendant Gimbel approached the driver side and attempted to open the driver’s door to the Nelsons’ vehicle. Upon finding it locked, he proceeded to the rear driver’s side of the Nelsons’ vehicle, forced a pepper spray canister through the partially-opened back window, and pepper-sprayed the Nelsons.

40.

As a result of the pepper spray, the Nelsons suffered disorientation; intense, searing pain in the face, nose, and throat; difficulty breathing; and involuntary closing of the eyes.

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41.

While the Nelsons suffered from the effects of pepper spray, Defendant Gimbel walked in front of the Nelsons’ vehicle. He raised the pistol he was not licensed to carry and instructed the Nelsons not to move.

42.

Moments later, Defendant Gimbel fired four shots at Freddy Nelson, Jr. Three of the shots struck Freddy Nelson, Jr. in the head and chest, killing him.

43.

Plaintiff Kari Nelson was sitting beside Freddy Nelson, Jr. in the passenger seat as they were pepper-sprayed and was in the process of getting out of the vehicle as Freddy Nelson, Jr. was shot and killed. As a result, Plaintiff Kari Nelson suffered extreme fright, shock, and fear of imminent death in seeing her husband shot to death and grievous bodily injury as a result of the actions of Defendant Gimbel.

44.

While her eyes were still burning due to the effects of the pepper spray, Plaintiff Kari Nelson attempted to offer aid to her husband until he died.

JOINT LIABILITY

45.

The Cornerstone Defendants and the TMT Defendants acted in concert with one another or pursuant to a common design when they annoyed, heckled, harassed, followed, and/or intimidated the Nelsons at Delta Park Center and the surrounding area. This joint and tortious conduct culminated in Defendant Gimbel pepper spraying the Nelsons and shooting and killing Freddy Nelson, Jr.

1 46.

2 The Cornerstone Defendants and the TMT Defendants knew that the other's conduct
3 constituted a breach of duty to the Nelsons yet they each gave substantial assistance and
4 encouragement to the other in their joint and tortious conduct against the Nelsons.

5 47.

6 The Cornerstone Defendants and the TMT Defendants gave substantial assistance to the
7 other in accomplishing their negligent and reckless treatment of the Nelsons and each of their
8 conduct, separately considered, constituted a breach of duty to the Nelsons.

9 **FIRST CLAIM FOR RELIEF**

10 **(Negligence and Wrongful Death – Estate of Freddy Nelson, Jr. against the TMT**
11 **Defendants)**

12 48.

13 Plaintiffs reallege all paragraphs above.

14 49.

15 The TMT Defendants were negligent, reckless, or some combination thereof in one or
16 more of the following particulars:

- 17 a) In directing the Cornerstone Defendants to annoy, heckle, harass, follow, and/or
18 intimidate Plaintiffs when they knew or should have known that the Cornerstone
19 Defendants could not do so safely or lawfully.
- 20 b) Failing to exercise reasonable care to maintain a reasonably safe property, free of
21 violent crime;
- 22 c) Failing to exercise reasonable care to protect Freddy Nelson, Jr. from violence by
23 other visitors, trespassers, and security guards at the complex, including gun violence;
- 24

- 1 d) Failing to provide an appropriate level of security, including the failure to staff the
2 premises solely with security guards (directly or through security providers) who
3 were certified for the type of work they provided; and
4 e) Violating their affirmative duty to protect business invitees from foreseeable harm, or
5 to come to the aid of business invitees in the face of ongoing harm or medical
6 emergency.

7 50.

8 As a direct, proximate, and foreseeable result of the TMT Defendant's conduct, Freddy
9 Nelson, Jr. was injured by pepper spray and sustained gunshot injuries that caused his death.

10 51.

11 The TMT Defendants acted with a reckless and outrageous indifference to a highly
12 unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of
13 others, including the Estate of Freddy Nelson, Jr.

14 52.

15 The TMT Defendants were reckless because they had reason to know of facts which
16 would lead a reasonable person to realize that their conduct not only creates unreasonable risk of
17 harm to others but also involves a high degree of probability that substantial harm would result.

18 53.

19 As a further result of the TMT Defendants' conduct, the Estate of Freddy Nelson, Jr. is
20 entitled to collect punitive damages.
21
22
23
24

1 **SECOND CLAIM FOR RELIEF**

2 **(Negligence and Wrongful Death – Estate of Freddy Nelson, Jr. against Defendant Lowe’s)**

3 54.

4 Plaintiffs reallege all paragraphs above.

5 55.

6 Defendant Lowe’s was negligent in one or more of the following particulars:

- 7 a) Allowing the Cornerstone Defendants to annoy, heckle, harass, follow, and/or
- 8 intimidate Plaintiffs on their property when they knew or should have known that the
- 9 Cornerstone Defendants could not do so safely or lawfully;
- 10 b) Allowing the TMT Defendants to annoy, heckle, harass, follow, and/or intimidate
- 11 Plaintiffs on their property when they knew or should have known that the TMT
- 12 Defendants could not do so safely or lawfully;
- 13 c) Failing to exercise reasonable care to maintain a reasonably safe property, free of
- 14 violent crime;
- 15 d) Failing to exercise reasonable care to protect Freddy Nelson, Jr. from violence by
- 16 other visitors, trespassers, and security guards at the complex, including gun violence;
- 17 and
- 18 e) Violating their affirmative duty to protect business invitees from foreseeable harm, or
- 19 to come to the aid of business invitees in the face of ongoing harm or medical
- 20 emergency.

21 56.

22 As a direct, proximate, and foreseeable result of Defendant Lowe’s negligence, Freddy
23 Nelson, Jr. was injured by pepper spray and sustained gunshot injuries that caused his death.

1 57.

2 Plaintiffs reserve the right to amend this complaint to add punitive damages against
3 Defendant Lowe's pursuant to ORS 31.725.

4 **THIRD CLAIM FOR RELIEF**

5 **(Negligent Employment and Wrongful Death – Estate of Freddy Nelson, Jr. against**
6 **Cornerstone Defendants)**

7 58.

8 Plaintiffs reallege all paragraphs above.

9 59.

10 The Cornerstone Defendants were negligent, reckless, or some combination thereof in
11 one or more of the following particulars:

- 12 a) Hiring Defendant Gimbel when they knew or should have known that Defendant
13 Gimbel was not fit to work as an armed security professional;
- 14 b) Retaining Defendant Gimbel as an employee when they knew or should have known
15 that Defendant Gimbel was not fit to work as an armed security professional;
- 16 c) Training Defendant Gimbel in a way that, *inter alia*, encouraged the use of violence
17 and failed to include any meaningful de-escalation training as an armed security
18 professional;
- 19 d) Supervising Defendant Gimbel such that he did not perform his duties as an armed
20 security professional in a safe manner;
- 21 e) Failing to exercise reasonable care to maintain a reasonably safe property free of
22 violent crime;
- 23 f) Failing to comply with each and every law and regulation governing private security
24 companies and security professionals;

- 1 g) Failing to exercise reasonable care to protect Freddy Nelson, Jr. from violence by
2 other visitors, trespassers, and security professionals at the complex, including gun
3 violence;
- 4 h) Failing to provide an appropriate level of security, including the failure to staff the
5 premises solely with security guards who were certified for the type of work they
6 provided; and
- 7 i) Violating their affirmative duty as real estate managers to protect business invitees
8 from foreseeable harm, or to come to the aid of business invitees in the face of
9 ongoing harm or medical emergency.

10 60.

11 As a direct, proximate, and foreseeable result of the Cornerstone Defendants' negligence,
12 Freddy Nelson, Jr. was injured by pepper spray and sustained gunshot injuries that caused his
13 death.

14 61.

15 The Cornerstone Defendants acted with a reckless and outrageous indifference to a highly
16 unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of
17 others, including Freddy Nelson, Jr., in hiring, retaining, training and supervising their
18 employees.

19 62.

20 The Cornerstone Defendants were reckless because they had reason to know of facts
21 which would lead a reasonable person to realize that their conduct not only creates unreasonable
22 risk of harm to others but also involves a high degree of probability that substantial harm would
23 result.

1 63.

2 As a further result of the Cornerstone Defendants' conduct, Plaintiff Estate of Freddy
3 Nelson, Jr. is entitled to collect punitive damages.

4 **FOURTH CLAIM FOR RELIEF**

5 **(Negligence and Wrongful Death – Estate of Freddy Nelson, Jr. against Defendants Logan
6 Gimbel & The Cornerstone Defendants)**

7 64.

8 Plaintiffs reallege all paragraphs above.

9 65.

10 Defendant Gimbel was negligent, reckless, or some combination thereof in one or more
11 of the following particulars:

- 12 a) Failing to exercise reasonable care to maintain a reasonably safe property, free of
13 violent crime, and to refrain from committing acts of violence himself;
- 14 b) Failing to comply with each and every law and regulation governing armed security
15 professionals;
- 16 c) Failing to exercise reasonable care to protect Freddy Nelson, Jr. from violence by
17 other visitors, trespassers, and security professionals at the complex, including gun
18 violence;
- 19 d) Discharging tear gas or mace against another person in violation of ORS 163.212;
- 20 e) Discharging a firearm in such a way that it was likely to cause bodily injury or death;
- 21 f) Fatally shooting Freddy Nelson, Jr; and
- 22 g) Failing to protect business invitees from foreseeable harm, or to come to the aid of
23 business invitees in the face of ongoing harm or medical emergency.

1 66.

2 Defendant Gimbel was acting in the course and scope of his employment when he
3 committed the above tortious acts. The Cornerstone Defendants, as employer of Defendant
4 Gimbel, are vicariously liable for his acts and omissions under the doctrine of *respondeat*
5 *superior*. As such, the Cornerstone Defendants are liable for all resulting injuries and damages,
6 including any punitive damages, to Freddy Nelson, Jr. as set forth more particularly below.

7 67.

8 As a direct and proximate result of Defendant Gimbel's negligence, Freddy Nelson, Jr.
9 was injured by pepper spray and sustained gunshot injuries that caused his death.

10 68.

11 Defendant Gimbel acted with a reckless and outrageous indifference to a highly
12 unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of
13 others, including Freddy Nelson, Jr., in failing to effectively provide private security services.

14 69.

15 Defendant Gimbel was reckless because he had reason to know of facts which would lead
16 a reasonable person to realize that his conduct not only creates unreasonable risk of harm to
17 others but also involves a high degree of probability that substantial harm would result.

18 70.

19 As a result of Defendant Gimbel's conduct, Plaintiff Estate of Freddy Nelson, Jr. is
20 entitled to collect punitive damages.

1 **FIFTH CLAIM FOR RELIEF**

2 **(Negligence Per Se – All Plaintiffs against the Cornerstone Defendants)**

3 71.

4 Plaintiffs reallege all paragraphs above.

5 72.

6 The Cornerstone Defendants violated numerous statutes, regulations, and codes including
7 but not limited to:

- 8 a) Providing private security services without valid certification in violation of
- 9 OAR 259-060-0450(2)(a);
- 10 b) Failing to submit properly completed forms or documentation in the time frame
- 11 designated by the Department of Public Safety Standards and Training in violation of
- 12 OAR 259-060-0450(2)(b);
- 13 c) Employing private security professionals who had not completed the required training
- 14 and application process in violation of OAR 259-060-0450(2)(i); and
- 15 d) Assigning a person to perform private security services when that person was not
- 16 properly certified to do so in violation of ORS 181A.850(1)(d).

17 73.

18 Plaintiffs were members of the class of persons intended to be protected by the
19 aforementioned Oregon statutes and Oregon administrative rules, and the injuries suffered by
20 Plaintiffs were of the kind that these statutes and rules were intended to prevent. By virtue of the
21 Cornerstone Defendants’ violations of these statutes and rules, the Cornerstone Defendants were
22 negligent *per se* with respect to the injuries suffered by Plaintiffs.

1 74.

2 As a result of the Cornerstone Defendants' violations of these statutes and rules, Plaintiffs
3 sustained damages as alleged in this Complaint.

4 **SIXTH CLAIM FOR RELIEF**

5 **(False Arrest / Imprisonment – All Plaintiffs against Defendant Gimbel & The Cornerstone**
6 **Defendants)**

7 75.

8 Plaintiffs reallege all paragraphs above.

9 76.

10 Defendant Gimbel confined Plaintiffs by parking the Cornerstone vehicle in front of the
11 Nelsons' vehicle.

12 77.

13 Defendant Gimbel intended to park the Cornerstone vehicle in front of the Nelsons'
14 vehicle.

15 78.

16 Defendant Gimbel negligently failed to move the Cornerstone vehicle before exiting the
17 vehicle, confronting Freddy Nelson, pepper spraying the Nelsons, or discharging his firearm.
18 Defendant Gimbel's negligent failure to move the Cornerstone vehicle continued to confine the
19 Nelsons.

20 79.

21 The Nelsons were aware of their confinement by the Cornerstone vehicle.

22 80.

23 While Defendant Gimbel confined the Nelsons and told Freddy Nelson he was under
24 arrest, he had no lawful basis to confine the Nelsons.

1 81.

2 The Cornerstone Defendants, as principal and/or employer, are vicariously liable under
3 the doctrine of *respondeat superior* for the acts and omissions of their agents and/or employees.
4 As such, the Cornerstone Defendants are liable for all resulting injuries and damages, including
5 any punitive damages, to Plaintiffs as set forth more particularly below.

6 82.

7 As a direct, proximate, and foreseeable result of the conduct of Defendant Gimbel,
8 Plaintiffs suffered damages as alleged in this complaint.

9 83.

10 Pursuant to ORS 30.075(2), Plaintiff Estate of Freddy Nelson, Jr. is entitled to reasonable
11 attorney fees.

12 **SEVENTH CLAIM FOR RELIEF**

13 **(Negligent Infliction of Emotional Distress – Plaintiff Kari Nelson against All Defendants)**

14 84.

15 Plaintiff Kari Nelson realleges all paragraphs above.

16 85.

17 Plaintiff Kari Nelson had a legally protected interest in avoiding being a witness to the
18 negligently caused traumatic injury and death of her husband and in not being subject to a pattern
19 of harassment, menacing, and intimidation.

20 86.

21 In witnessing Defendant Gimbel pepper spray and injure her husband, Plaintiff Kari
22 Nelson’s legally protected interest was violated.

1 87.

2 In witnessing Defendant Gimbel shoot and kill her husband, Plaintiff Kari Nelson's
3 legally protected interest was violated.

4 88.

5 By being subject to Defendants' ongoing harassment, menacing, and intimidation,
6 including Defendant Gimbel's confinement of Plaintiff Nelson to the Nelsons' vehicle, Plaintiff
7 Kari Nelson's legally protected interest was violated.

8 89.

9 The Cornerstone Defendants, as principal and/or employer, are vicariously liable under
10 the doctrine of *respondeat superior* for the acts and omissions of their agents and/or employees,
11 including Defendant Gimbel. As such, the Cornerstone Defendants are liable for all resulting
12 injuries and damages, including any punitive damages, to Plaintiff Kari Nelson as set forth more
13 particularly below.

14 90.

15 As a direct, proximate, and foreseeable result of being annoyed, heckled, harassed,
16 followed, and intimidated, Plaintiff Kari Nelson suffered serious emotional harm.

17 91.

18 As a direct, proximate, and foreseeable result of witnessing the pepper spraying and
19 shooting death of her husband, Plaintiff Kari Nelson suffered serious emotional harm.

20 92.

21 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel acted with a
22 reckless and outrageous indifference to a highly unreasonable risk of harm and a conscious
23

1 indifference to the health, safety, and welfare of others, in inflicting emotional distress on
2 Plaintiff Kari Nelson.

3 93.

4 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel were reckless
5 because they had reason to know of facts which would lead a reasonable person to realize that
6 their conduct not only creates unreasonable risk of harm to others but also involves a high degree
7 of probability that substantial harm would result.

8 94.

9 As a further result of the Cornerstone Defendants', the TMT Defendants', and Defendant
10 Gimbel's infliction of emotional distress, Plaintiff Kari Nelson is entitled to collect punitive
11 damages.

12 **EIGHTH CLAIM FOR RELIEF**

13 **(Negligent Infliction of Emotional Distress – Estate of Freddy Nelson, Jr. against All**
14 **Defendants)**

15 95.

16 Plaintiff Estate of Freddy Nelson, Jr. realleges all paragraphs above.

17 96.

18 Freddy Nelson, Jr. had a legally protected interest in avoiding being a witness to the
19 negligently caused traumatic injury of his wife and in not being subject to a pattern of
20 harassment, menacing, and intimidation.

21 97.

22 In witnessing Defendant Gimbel pepper spray and injure his wife, Freddy Nelson, Jr.'s
23 legally protected interest was violated.

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98.

By being subject to Defendants’ ongoing harassment, menacing, and intimidation, including Defendant Gimbel’s confinement of Plaintiff Nelson to the Nelsons’ vehicle, Freddy Nelson, Jr.’s legally protected interest was violated.

99.

The Cornerstone Defendants, as principal and/or employer, are vicariously liable under the doctrine of *respondeat superior* for the acts and omissions of their agents and/or employees, including Defendant Gimbel. As such, the Cornerstone Defendants are liable for all resulting injuries and damages, including any punitive damages, to Plaintiff Estate of Freddy Nelson, Jr. as set forth more particularly below.

100.

As a direct, proximate, and foreseeable result of being annoyed, heckled, harassed, followed, and intimidated, Freddy Nelson, Jr. suffered serious emotional harm.

101.

As a direct, proximate, and foreseeable result of witnessing the pepper spraying of his wife, Freddy Nelson, Jr. suffered serious emotional harm.

102.

The Estate of Freddy Nelson, Jr. brings this claim pursuant to ORS 30.075(1) as Freddy Nelson, Jr. did not die as a result of Defendants’ negligent infliction of emotional distress. Plaintiff Estate of Freddy Nelson, Jr. is entitled to reasonable attorney fees pursuant to ORS 30.075(2).

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103.

The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel acted with a reckless and outrageous indifference to a highly unreasonable risk of harm and a conscious indifference to the health, safety, and welfare of others, in inflicting emotional distress on Plaintiff Estate of Freddy Nelson, Jr.

104.

The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel were reckless because they had reason to know of facts which would lead a reasonable person to realize that their conduct not only creates unreasonable risk of harm to others but also involves a high degree of probability that substantial harm would result.

105.

As a further result of the Cornerstone Defendants', the TMT Defendants', and Defendant Gimbel's infliction of emotional distress, Plaintiff Estate of Freddy Nelson, Jr. is entitled to collect punitive damages.

NINTH CLAIM FOR RELIEF

(Negligence and Personal Injury – Plaintiff Kari Nelson against All Defendants)

106.

Plaintiff Kari Nelson realleges all paragraphs above.

107.

The TMT Defendants were negligent, reckless, or some combination thereof in one or more of the following particulars:

- 1 a) Directing the Cornerstone Defendants to harass Plaintiff Kari Nelson when they knew
2 or should have known that the Cornerstone Defendants could not do so safely or
3 lawfully;
- 4 b) Failing to maintain a reasonably safe property free of violent crime;
- 5 c) Failing to protect Plaintiff Kari Nelson from violence by other visitors, trespassers,
6 and security guards at the complex;
- 7 d) Failing to provide an appropriate level of security, including the failure to staff the
8 premises solely with security guards who were certified for the type of work they
9 provided; and
- 10 e) Violating their affirmative duty to protect business invitees from foreseeable harm or
11 to come to the aid of business invitees in the face of ongoing harm or medical
12 emergency.

13 108.

14 Defendant Lowe's was negligent in one or more of the following particulars:

- 15 a) Allowing the Cornerstone Defendants and/or the TMT Defendants to harass Plaintiff
16 Kari Nelson on its property when it knew or should have known that the Cornerstone
17 Defendants and/or the TMT Defendants could not do so safely or lawfully;
- 18 b) Failing to maintain a reasonably safe property free of violent crime;
- 19 c) Failing to exercise reasonable care to protect Plaintiff Kari Nelson from violence by
20 other visitors, trespassers, and security guards at the complex; and
- 21 d) Violating their affirmative duty to protect business invitees from foreseeable harm or
22 to come to the aid of business invitees in the face of ongoing harm or medical
23 emergency.

The Cornerstone Defendants were negligent, reckless, or some combination thereof in one or more of the following particulars:

- a) Hiring Defendant Gimbel when they knew or should have known that Defendant Gimbel was not fit to work as an armed security professional;
- b) Retaining Defendant Gimbel as an employee when they knew or should have known that Defendant Gimbel was not fit to work as an armed security professional;
- c) Training Defendant Gimbel in a way that, *inter alia*, encouraged the use of violence and failed to include any meaningful de-escalation training as an armed security professional;
- d) Supervising Defendant Gimbel such that he did not perform his duties as an armed security professional in a safe manner;
- e) Failing to exercise reasonable care to maintain a reasonably safe property free of violent crime;
- f) Failing to comply with each and every law and regulation governing private security companies and security professionals;
- g) Failing to exercise reasonable care to protect Freddy Nelson, Jr. from violence by other visitors, trespassers, and security professionals at the complex, including gun violence;
- h) Failing to provide an appropriate level of security, including the failure to staff the premises solely with security guards who were certified for the type of work they provided; and

- 1 i) Violating their affirmative duty as real estate managers to protect business invitees
2 from foreseeable harm or to come to the aid of business invitees in the face of
3 ongoing harm or medical emergency.

4 110.

5 Defendant Gimbel was negligent, reckless, or some combination thereof in one or more
6 of the following particulars:

- 7 a) Failing to maintain a reasonably safe property free of violent crime and to refrain
8 from committing acts of violence himself;
- 9 b) Failing to comply with each and every law and regulation governing armed security
10 professionals;
- 11 c) Failing to exercise reasonable care to protect Plaintiff Kari Nelson from violence by
12 other visitors, trespassers, and security professionals at the complex; and
- 13 d) Discharging tear gas or mace against Plaintiff Kari Nelson in violation of ORS
14 163.212.

15 111.

16 As a direct, proximate, and foreseeable result of Defendants' negligence, recklessness, or
17 some combination thereof, Plaintiff Kari Nelson suffered disorientation; intense, searing pain in
18 the face, nose, and throat; difficulty breathing; and involuntary closing of the eyes from pepper
19 spray.

20 112.

21 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel acted with a
22 reckless and outrageous indifference to a highly unreasonable risk of harm and a conscious
23

1 indifference to the health, safety, and welfare of others, in inflicting emotional distress on
2 Plaintiff Kari Nelson.

3 113.

4 The Cornerstone Defendants, the TMT Defendants, and Defendant Gimbel were reckless
5 because they had reason to know of facts which would lead a reasonable person to realize that
6 their conduct not only creates unreasonable risk of harm to others but also involves a high degree
7 of probability that substantial harm would result.

8 114.

9 As a further result of the Cornerstone Defendants', the TMT Defendants', and Defendant
10 Gimbel's conduct, Plaintiff Kari Nelson is entitled to collect punitive damages. Plaintiff Kari
11 Nelson reserves the right to amend this complaint to add punitive damages against Defendant
12 Lowe's.

13 **DAMAGES**

14 115.

15 Plaintiff Estate of Freddy Nelson, Jr. sustained noneconomic damages for Freddy
16 Nelson, Jr.'s pain and suffering and the loss of companionship to his family in an amount that a
17 jury determines is fair and reasonable, but not to exceed \$45,000,000.

18 116.

19 Plaintiff Kari Nelson sustained noneconomic damages for her pain, mental suffering, and
20 severe and traumatic emotional distress from the harassment and intimidation she suffered and
21 from witnessing the pepper spraying and shooting death of her husband, Freddy Nelson, Jr., in an
22 amount that a jury determines is fair and reasonable, but not to exceed \$45,000,000.

1 117.

2 Plaintiffs are entitled to collect punitive damages against the Cornerstone Defendants in
3 an amount that a jury determines is fair and reasonable, but not to exceed \$30,000,000.

4 118.

5 Plaintiffs are entitled to collect punitive damages against Defendant Gimbel in an
6 amount that a jury determines is fair and reasonable, but not to exceed \$30,000,000. The
7 Cornerstone Defendants are vicariously liable for the conduct of Defendant Gimbel.

8 119.

9 Plaintiffs are entitled to collect punitive damages against the TMT Defendants in an
10 amount that a jury determines is fair and reasonable, but not to exceed \$50,000,000.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for judgment as follows:

13 On behalf of Plaintiff Kiono Nelson as Personal Representative for the Estate of Freddy
14 Nelson, Jr.:

- 15 a) For noneconomic losses in the amount that a jury determines is fair and reasonable,
- 16 but not to exceed \$45,000,000;
- 17 b) For costs and disbursements incurred herein;
- 18 c) For interest according to law;
- 19 d) For such other relief as the court deems just.

20 On behalf of Plaintiff Kari Nelson:

- 21 a) For noneconomic losses in the amount that a jury determines is fair and reasonable,
- 22 but not to exceed \$45,000,000;
- 23 b) For costs and disbursements incurred herein;

- c) For interest according to law;
- d) For such other relief as the court deems just.

On behalf of Plaintiff Kiono Nelson as Personal Representative for the Estate of Freddy Nelson, Jr. and Plaintiff Kari Nelson:

- a) Punitive damages against the Cornerstone Defendants in an amount that a jury determines is fair and reasonable, but not to exceed \$30,000,000; and
- b) Punitive damages against Defendant Gimbel in an amount that a jury determines is fair and reasonable, but not to exceed \$30,000,000.
- c) Punitive damages against the TMT Defendants in an amount that a jury determines is fair and reasonable, but not to exceed \$50,000,000.

DATED this ___ day of April, 2024.

D'AMORE LAW GROUP, P.C.

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Page 31 – THIRD AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually,)
and KIONO NELSON as the)
Personal Representative for)
the ESTATE OF FREDDY NELSON,)
JR.,)

Plaintiff,)

vs.) Case No.
21CV40742

TMT DEVELOPMENT CO., LLC,)
an Oregon Limited Liability)
Company; D. PARK)
CORPORATION, an Oregon)
Corporation, dba HAYDEN)
MEADOWS; HAYDEN MEADOWS, a)
joint venture; LOWE'S HOME)
CENTERS, LLC; MATTHEW CADY,)
dba CORNERSTONE SECURITY)
GROUP; JEFFREY JAMES, dba)
CORNERSTONE SECURITY GROUP;)
TJ LATHROM, dba CORNERSTONE)
SECURITY GROUP; and LOGAN)
GIMBEL,)

Defendants.)

VIDEO-RECORDED VIDEOCONFERENCE DEPOSITION OF
KARI NELSON
Taken in Behalf of the Defendants

Lake Oswego, Oregon
March 18th, 2024

Reported by:
Robin Reger, RPR, CSR

1 Why did the two of you move from Hayden 10:42:26
2 Island to Kerby Avenue in your camper?
3 A Why did we move?
4 Q Right.
5 A I'm not sure why we moved there. 10:42:49
6 Q You don't remember?
7 A It was -- I mean, it was a public road
8 and it was empty.
9 Q Were you asked to leave the public road
10 where you would have been parked on Hayden Island? 10:43:09
11 A Yes.
12 Q Is that why you left and moved to Delta
13 Park?
14 MR. D'AMORE: Object to the form.
15 THE WITNESS: As much as I can recall, 10:43:21
16 yes.
17 BY MS. COLLIER:
18 Q Okay. Who asked you and Freddy to move
19 your camper off the public road in Hayden Island?
20 A No one in particular. 10:43:31
21 Q Did the police ask to move the camper?
22 A They kept giving us a ticket, a fine;
23 so, yes.
24 Q Okay. So I'm just trying to understand.
25 A Yeah. It's just kind of complicated. 10:43:50

1 Q What's complicated? 10:43:54
2 A Well, they would put a fine on the
3 bus -- or the camper. I'm sorry. And, yeah, that's
4 why we left.
5 Q Okay. Did you have to keep moving the 10:44:06
6 camper around because of getting tickets?
7 A No.
8 Q So okay. So the two of you were parked
9 with your bus/camper on a public road in Hayden
10 Island, you were getting tickets, and so then you 10:44:25
11 moved it to Kerby Avenue; is that right?
12 A Correct.
13 Q Okay. Were the two of you getting any
14 tickets for parking your bus/camper on Kerby Avenue?
15 A No. 10:44:40
16 Q And do you remember how long the two of
17 you were camped on Kerby Avenue before the shooting
18 incident?
19 A I don't recall.
20 Q Was it for more than a year? 10:44:57
21 A I don't recall.
22 Q Are you able to give me your best
23 estimate? If you can't, you can't.
24 A It seems like it was a year.
25 Q Okay. All right. Now, what were your 10:45:16

1 A I don't recall that name coming up. 02:34:16

2 Q Okay. Have you had any interactions
3 with Brian Hug?

4 A Yes.

5 Q Tell me what interactions you've 02:34:27
6 personally had with Brian Hug.

7 A As much as I can remember, probably a
8 week after we moved into -- or moved to Kerby
9 Avenue, Brian Hug knocked on the door and told us
10 that we were on private property, and we needed to 02:34:51
11 move.

12 Q Okay. And how did you and Freddy
13 respond?

14 A That we were not on private property.
15 It was a public road. 02:35:09

16 Q Was Freddy there when this interaction
17 happened?

18 A Yes. The interaction was between Freddy
19 and Brian, and I was overhearing the conversation.

20 Q Okay. So you personally didn't speak 02:35:21
21 with Brian, but you overheard him speaking to
22 Freddy?

23 A Correct.

24 Q So Freddy responded to him that it was
25 not private property, that it was a public road? 02:35:28

1 A I don't remember. 02:37:07

2 Q Did either of them raise their voices
3 and yell at each other?

4 A Not that I recall.

5 Q Was it a calm conversation? 02:37:16

6 A It was a conversation, like straight to
7 the fact is how I remember it.

8 Q Okay. Meaning no pleasantries or what
9 do you mean by that? Strike that.

10 What do you mean when you say "it was 02:37:41
11 straight to the fact"?

12 A As much as I can recall, there was no
13 introduction, "Hey, I'm so and so," it was just,
14 "You're on private property, and you need to move
15 immediately." 02:38:02

16 Q How did you know that his name was Brian
17 Hug?

18 A I'm sorry. Maybe he did -- as far as I
19 remember, maybe he did introduce himself.

20 Q Okay. And then you said that you had 02:38:19
21 the impression that Brian Hug was not happy when he
22 left. Why did you come to that belief?

23 A I came to that belief because he said,
24 you have -- "You need to be out of here" or "you
25 need to move by tonight." 02:38:45

1 Q What else did he say, if anything? 02:38:59

2 A I don't recall anything else.

3 Q Well, when Freddy told him, "No, this is
4 public property, it's not private property, so we're
5 staying," what did Brian Hug say in response? 02:39:17

6 A That "you need to be out of here by
7 tonight."

8 Q Okay. So he said that after Freddy told
9 him that it was public property and he could stay?

10 A Yes. As far as I can recall, yes. 02:39:30

11 Q Okay. Do you recall anything further
12 about that conversation?

13 A No.

14 Q I take it that you and Freddy did not
15 move that night? 02:39:41

16 A No, we did not.

17 Q Okay. You stayed on Kerby Avenue,
18 parked on the side of this public roadway?

19 A Correct.

20 Q And did Brian Hug come back and talk to 02:39:51
21 the two of you again about the fact that you were
22 still parked there?

23 A Yes, he did.

24 Q Okay. When did he come back?

25 A I don't recall exact -- or how much time 02:40:03

1 had passed, but at that time he also brought a 02:40:05
2 security guard.

3 Q Was it a Cornerstone security officer?

4 A As far as I knew, yes.

5 Q And tell me, you were present when they 02:40:22
6 came back?

7 A Again, was within -- it was the
8 conversation between Freddy and Brian.

9 Q And were you able to hear the
10 conversation? 02:40:36

11 A Yes, yes.

12 Q Okay. So was Freddy standing, like, in
13 the doorway --

14 A Yes.

15 Q -- of the camper. And so tell me 02:40:43
16 everything you remember about that conversation when
17 Brian Hug came back to your camper/bus with a
18 Cornerstone security officer.

19 A As much as I can recall, he again
20 knocked on the door, and said, "I can see that you 02:40:57
21 haven't moved." Again said that this is a private
22 road, that you need to move. And, again, Freddy
23 said, "This is not a private road. This is a public
24 road."

25 Q Did the security officer say anything? 02:41:19

1 A No. He did not. 02:41:23

2 Q He just stood there and observed the

3 interaction?

4 A It felt like an intimidation that I

5 brought the -- I brought a -- 02:41:37

6 Q That wasn't my question.

7 A Okay. Go ahead. I'm sorry.

8 Q Did the security officer do anything

9 other than standing there and observe the

10 conversation? 02:41:48

11 A No.

12 MR. D'AMORE: Objection, asked and

13 answered.

14 BY MS. COLLIER:

15 Q So, I'm sorry. I'm not sure because 02:41:56

16 there was speaking over each other, I need to have a

17 clear record.

18 Did the security officer do anything

19 other than stand there and observe the interaction?

20 MR. D'AMORE: Objection, asked and 02:42:11

21 answered. You can answer.

22 THE WITNESS: No.

23 BY MS. COLLIER:

24 Q And do you recall any other details

25 about what was said between Brian Hug and Freddy on 02:42:22

1 the second occasion? 02:42:26

2 A I don't recall.

3 Q Did Brian say what he was going to do if

4 the two of you did not move your camper/bus from the

5 side of Kerby Road or Avenue? 02:42:41

6 A From what I can recall, he was going to

7 call the police.

8 Q So Brian Hug threatened to call the

9 police?

10 A Correct. 02:42:55

11 Q Okay. Do you know whether he called the

12 police?

13 A I do not know.

14 Q Was there any foul language used between

15 your husband and Brian Hug during this interaction? 02:43:11

16 A I don't recall any, no.

17 Q Do you recall raised voices or yelling?

18 A As far as I can recall, it might have

19 had raised voices.

20 Q Who, both of them, or can you describe 02:43:37

21 that?

22 A I would say both of them, yes.

23 Q Okay. So do you recall any other

24 details about that interaction that Freddy had with

25 Brian Hug? 02:43:52

1 A I don't recall any other, no. 02:43:54

2 Q Okay. So you've told me everything that

3 you remember about that conversation at the

4 camper/bus between Freddy and Brian Hug and the

5 Cornerstone officer who was present? 02:44:05

6 A Yes.

7 Q Okay. And so then Brian and the

8 security officer left?

9 A Yes.

10 Q Do you know who the security officer 02:44:16

11 was?

12 A I do not, no.

13 Q It was not Logan Gimbel, I take it?

14 A I don't know who it was.

15 Q Okay. And did Brian Hug ever come back 02:44:26

16 again to your camper/bus?

17 A He never came back and knocked on the

18 door, but he would drive up and down the road on

19 occasion.

20 Q Do you know what his position was with 02:44:47

21 TMT?

22 A The maintenance manager.

23 Q So when he would drive up or back on

24 Kerby Avenue, would he stop or do anything with

25 respect to interacting with you or Freddy? 02:45:12

1 name. 02:52:39

2 Q And were you -- when Freddy collected
3 pallets from Lowe's at Delta Park, was he selling
4 them to A-1 Pallets?

5 A As far as I can remember, yes. 02:52:48

6 Q Okay. Now, did you have any -- did you
7 personally ever have any interactions with Brian
8 Hug?

9 A Not that I recall. There was a time
10 where the police had come out, and he was -- we 02:53:25
11 overheard the conversation where they were talking
12 that this was a private road. And the police
13 disagreed with him, saying it is a public road,
14 there was nothing they could do.

15 Q So I want to understand. So there was a 02:53:49
16 third occasion that you remember hearing Brian Hug
17 complaining that your camper was parked on the side
18 of Kerby Avenue?

19 A Yes. At that time there was -- like, we
20 weren't the only ones there at that time. 02:54:09

21 Q Okay. So Brian was complaining about
22 other vehicles also parked on the side of Kerby
23 Avenue?

24 A Yes.

25 Q So tell me what you remember about that. 02:54:21

1 Q Were you there to purchase flowers? 03:02:24
2 A No, I don't recall.
3 Q What was the point going to look at the
4 flowers?
5 A It was springtime, something I enjoy 03:02:39
6 doing -- we enjoyed doing.
7 Q So you just wanted to look to see what
8 they had in the garden center?
9 A Correct.
10 Q But your plan was not to purchase 03:02:52
11 anything -- of the flowers?
12 A Correct.
13 Q And when you say "supplies," what
14 supplies? Can you give me any general idea of what
15 supplies it was you were looking for? 03:03:08
16 A I don't recall what supplies we were
17 looking for.
18 Q Were you and Freddy doing some kind of
19 remodel of your camper/bus?
20 A Yes. 03:03:19
21 Q What was that about? What were you
22 planning to do?
23 A To remodel it into a motor home.
24 Q Had that project started?
25 A Yes. 03:03:30

1 Q And can you describe what was being 03:03:31
2 done?

3 A The whole inside of the camper was being
4 renovated.

5 Q And was that work that you and Freddy 03:03:42
6 were doing yourselves?

7 A Correct.

8 Q So when you say that you were there to
9 get supplies, you don't recall, did it have
10 something to do with that or are you talking about 03:03:54
11 something else?

12 A As far as I can remember, it had
13 something -- supplies for the bus that we were
14 renovating -- I mean, the camper that we were
15 renovating. 03:04:06

16 Q For the renovation work?

17 A Yes, yes.

18 Q Why are you suing Lowe's?

19 MR. D'AMORE: Object to the form. And
20 don't talk about -- privilege objection, also, 03:04:37
21 attorney-client. Don't talk to any -- don't
22 say anything that we've talked about or you
23 talked to anybody in our office.

24 THE WITNESS: It's privileged, can I say
25 that? 03:05:07



Menu


(https://www.tmtdevelopment.com?_yTrackUser=MT3NTR2MD9AZM5MXOTUNFe50TY2-%2fmwCnMLvtC8%
_yTrackVisit=MjIiNjc4MDQwOSMxMDM2NzM4NjU2-
YdpKsO9LHhg%3d&
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The Team (/the-team.aspx)



BRIAN HUG
MAINTENANCE MANAGER

 (mailto:brian@tmtdevelopment.com)

TMT Maintenance Manager **Brian Hug is the first to admit it. "I can't leave anything alone."** In Brian's way of working, everything can be made better. **The big stuff. The little stuff. Whether it's his job or not, he notices everything – and does something about it.**

Brian comes from a family of drivers and racers and people on the move. As a former drag racer himself, you can see that drive in how he approaches his work. He's also part of a pipeline of talented Harley-Davidson technicians who've been drawn to TMT by the company culture and award-winning work environment.

In his role, Brian interacts with vendors, contractors, inspectors and others as the face of TMT. That responsibility is complemented by his diverse prior experience and a customer service focus that helps him relate to people at all levels.

Born in La Grande and raised in Portland, Brian's

Exhibit 2
Page 1 of 3

passions outside of work draw the same intensity as his day job. His "art" is custom motorcycle design. He makes a "hard to beat" ribeye steak and is a lover of fine chocolate and great coffee. His love for all things Oregon is also undeniable. The great outdoors. Local food. All of it.

"I love Mount Hood like it's a person." And Brian Hug has the tattoo to prove it.

760 SW 9TH AVENUE, SUITE 2250 PORTLAND, OR 97205

([HTTP://MAPS.GOOGLE.COM?Q=760+SW+9TH+AVENUE,+SUITE+2250++PORTLAND+OR+9720](http://maps.google.com?q=760+sw+9th+avenue,+suite+2250++portland+or+9720))

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Cornerstone Security Group
operations@cornerstonesecurity.net
(503) 490-6175

Thank you for choosing Cornerstone Security Group as your security services provider. The document herein is a legal contract authorizing Cornerstone Security Group, its officers, employees, and affiliates to perform security services while on your property.

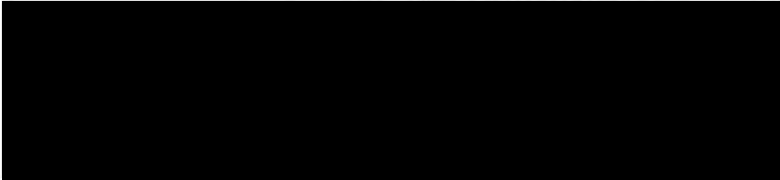
This contract further authorizes, gives permission to, and allows Cornerstone Security Group, its officers, employees, and affiliates to be, and act as, the "person in charge" as it pertains to Oregon Revised Statute 164.205 in its entirety, while performing security services on the property. It further authorizes taking legal action against persons found to be performing criminal acts, and committing crimes on the property, to include criminal acts against the property owner, his and or her employees, tenants, contractors, and any property.

Person in Charge as defined by ORS 164.205 (5) "Person in charge" means a person, a representative or employee of the person who has lawful control of premises by ownership, tenancy, official position or other legal relationship. "Person in charge" includes, but is not limited to the person, or holder of a position, designated as the person or position-holder in charge by the Governor, board, commission or governing body of any political subdivision of this state.

The agreement herein defines Cornerstone Security Group, its officers, employees, and affiliates as private security contractors and not as employees or agents of the property owner.

This document authorizes Cornerstone Security Group, its officers, employees, and affiliates to act as the victim of any criminal act that should occur against the property owner, his and or her employees, tenants, contractors, and any property.

Listed below is the agreed standard rate, times, and hours to be provided by Cornerstone Security Group on behalf of TMT Development. **Payment is required up front, per month, prior to services being provided.** In the event that services are no longer required before the end of the job duration, payment will be refunded for remaining days and hours not worked. We are happy to be flexible with payment requirements if requested.



Business Name/Property Address
Delta Park Center

Business/Property Representative
Name: Vanessa Sturgeon

Signature: Vanessa Sturgeon Date: 11/1/2019

Cornerstone Security Group Representative
Name: Matthew Cady

Signature: Matthew Cady Date: October 31st, 2019

This document can be terminated in writing, for any reason, effective at the time written notice is received by either aforementioned party.

The information herein is to be considered confidential and proprietary.

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DEF. 1478



Cornerstone Security Group
operations@cornerstonesecurity.net
(503) 490-6175

SCOPE OF WORK

The scope of work is to encourage prosperity and growth in the Delta Park Center by performing proactive enforcement of property rules/regulations in accordance with local, state, and federal law. Uniformed Security Officers would be actively patrolling and removing persons violating property rules/regulations at one (1) site performance location by Cornerstone Security Group. There will be one (1) licensed/certified/insured uniformed security professional during scheduled hours. Cornerstone Security Group agrees to perform the following actions/measures on behalf of TMT Development after receiving payment for services to be rendered unless otherwise discussed.

SERVICE OVERVIEW:

Performance Location: **DELTA PARK CENTER
1120 N HAYDEN MEADOWS DR, PORTLAND, OR 97217**

TMT Development oversees property management of the Delta Park Center, which is a commercial district in the North Portland Metro Area. There are multiple businesses inside the controlled property boundaries that would need to be patrolled by Cornerstone Security Group's officers on a regular basis. Delta Park Center has been plagued by an influx of criminal activity, illegal dumping, and unauthorized land use. TMT Development currently employs another security service provider that is not solving the issues that the property is experiencing. The goal of Cornerstone Security Group is to enforce property rules/regulations set forth by TMT Development, in accordance with local, state, and federal law. Cornerstone Security Group aims to do this through proactive enhanced patrols of the property using proven methods, trained professional officers, and our close relationship with Portland Police Bureau.

DUTIES:

Uniformed Security Professional

Our Officer(s) will perform the following activities while on site:

- Conduct citizen contacts with persons found on the property during the scheduled hours.
- Enforce property rules/regulations in accordance with local, state, and federal law.
- Respond to tenant initiated calls for service at Delta Park Center.
- Effect an arrest on persons found to be breaking the law in the officers' presence.
- Conduct patrols, at random, of the property, common areas, parking lots, etc.
- Patrol the property via vehicle and foot, to include checking obscured locations on foot.
- Remove persons found to be camping, loitering, or otherwise unauthorized to be on the property.
- Generate reports for incidents that occur on the property.
- Contact emergency contact(s) if a maintenance emergency is discovered.
- Work with local law enforcement to improve the property and surrounding areas.
- All officers will be in matching attire and gear. They will be wearing/using body worn cameras.

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operations@cornerstonesecurity.net
(503) 490-6175

CORNERSTONE SECURITY GROUP OPERATIONAL PERSPECTIVE/CLIENT DISCUSSIONS

In speaking with Henry Hornecker and Brian Hug, we went over the basic security needs of the commercial center and what the organization was initially wanting. One of the things discussed was that they believed that the corporate office wanted everyone unarmed while on duty. We advised them that their current security provider was working armed at night.

Cornerstone Security Group is a full service security provider dedicated to reinventing the security industry here in the State of Oregon and abroad with professionalism, honesty, integrity, and loyalty. Our loyalty is not extended to just our clients but to our officers, and their families. We do not provide unarmed security services and here is some information on why that is.

In the current climate of attacks on Law Enforcement/Security Officers, it is paramount to officer safety that they have access to every possible tool in order to defend themselves and others from harm. Here in the State of Oregon, there have been 11 On-Duty Unarmed Security Officer Homicides. To this day, there have been 0 On-Duty Armed Security Officer Homicides in the state of Oregon. Over the course of my 16 year career as a Security Professional here in the State of Oregon, I have been shot at a staggering 5 times, one of which by a transient with a gas powered pellet gun nearly hitting me in my eye. The most recent of which was 4 months ago on a routine patrol through one of our apartment complexes, where two males came to the fence separating our property and fired 4 shots at me from a handgun. Thankfully I was unarmed in all incidents.

There are countless studies by all the leading law enforcement agencies that strongly support having an armed, and trained professional on location to prevent attacks against persons. Because of this, we simply cannot provide security services in an unarmed capacity. Cornerstone Security Group is owned by three individuals that believe in the value of life and a value that is instilled in each of our well trained, passionate officers.

Cornerstone Security Group's officers are all certified and trained through the Oregon Department of Public Safety, Standards, and Training (DPSST). Our officers have undergone several weeks of internal training in addition to what they have received by the Oregon DPSST. We also do weekly/bi-weekly training for our officers through multiple different avenues. As a company, we have had zero firearm related incidents related to neglect or improper use. Due to our very restrictive, careful hiring process, this is also extended to each officers' career as well. You have our word that our officer will represent you, your staff, and your organization with utmost care and professionalism.

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Cornerstone Security Group
operations@cornerstonesecurity.net
(503) 490-6175

PRICING OPTIONS

HOURS/EXPENDITURE:

Uniformed On-Site Security Officer

Duration:

Billable Hours:

Beginning and Ending Time:

OPTION ONE

Monthly/Continuous

70hrs Per Officer, Per Week

1000 (10am) - 2000 (8pm) Monday - Sunday

[Redacted]

In addition to the above On-Site hours, below is an optional nightly patrol service that can be attached to Option One.

-Three (3) stops **per night**. Free Alarm Response and Calls for Service Included w/Patrol Services.

[Redacted]

-Two (2) stops **per night**. Free Alarm Response and Calls for Service Included w/Patrol Services.

[Redacted]

-One (1) stops **per night**. Free Alarm Response and Calls for Service Included w/Patrol Services.

[Redacted]

HOURS/EXPENDITURE:

Uniformed On-Site Security Officer

Duration:

Billable Hours:

Beginning and Ending Time:

Standing Officer Base Rate:

Work Order#

Total Billable Hours:

OPTION TWO

Monthly/Continuous

112hrs Per Officer, Per Week

1000 (10am) - 0200 (2am) Monday - Sunday

[Redacted]

N/A

487hrs Per Month, Per Officer

One Officer: [Redacted]

HOURS/EXPENDITURE:

Uniformed On-Site Security Officer

Duration:

Billable Hours:

Beginning and Ending Time:

Standing Officer Base Rate:

Work Order#

Total Billable Hours:

OPTION THREE

Monthly/Continuous

168hrs Per Officer, Per Week

1000 (10am) - 1000 (10am) Monday - Sunday

[Redacted]

N/A

730hrs Per Month, Per Officer

[Redacted]

(If payment is by Credit/Debit Card, a 4% processing fee will apply)

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Cornerstone Security Group
operations@cornerstonesecurity.net
(503) 490-6175

CONCLUSION

Because of our direct community focus method of providing security services, we have garnered praise from multiple walks of life ranging from several law enforcement agencies to persons we have taken enforcement action against while protecting properties and persons. We have incorporated the idea of community policing into our daily operations, which is an enforcement methodology invented by the Portland Police Bureau in the early 1980's. Through this style of enforcement, we have gained the respect of communities in which we work and it has been a big part of our success story. One of our aims is to improve the community and surrounding area of each location in which we provide our services.

We thank you for the opportunity to be considered as your security services provider and we look forward to discussions on the matter in the coming days. We are happy to answer any questions you may have and desire to be a resource which you can call on to help with consulting matters in the future.

Agreement by,

A handwritten signature in black ink, appearing to read "Matthew Cady", is written over a horizontal line.

Matthew Cady
Owner/General Partner
Cornerstone Security Group
Sales@cornerstonesecurity.net
Office: (503) 490-6175
Direct: (541) 621-1512

The information herein is to be considered confidential and proprietary.

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DEF. 1482

IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually, and KIONO)
NELSON as the Personal Representative)
for the ESTATE OF FREDDY NELSON, JR.,)
)
Plaintiff,)
v.)
) No. 21CV40742
TMT DEVELOPMENT CO., LLC, an Oregon)
Limited Liability Company; D. PARK)
CORPORATION, an Oregon Corporation dba)
HAYDEN MEADOWS; HAYDEN MEADOWS, A)
JOINT VENTURE; LOWE'S HOME CENTERS,)
LLC; MATTHEW CADY, dba CORNERSTONE)
SECURITY GROUP; JEFFREY JAMES, dba)
CORNERSTONE SECURITY GROUP; TJ LATHROM,)
dba CORNERSTONE SECURITY GROUP; and)
LOGAN GIMBEL,)
)
Defendant.)
)

*** CONFIDENTIAL ***

VIDEOTAPED DEPOSITION OF

JOHN "RANCE" HARRIS

Taken in behalf of Plaintiff

* * *

January 8, 2024

4230 Galewood Street

Lake Oswego, Oregon

Priscilla (Pia) Harris, CCR
Court Reporter

1 when, I guess at the top there it says on July 7, 2020
2 during this meeting?

3 A Yes.

4 Q And it mentions Henry Hornecker and
5 maintenance manager Brian Hug. Are they both TMT
6 employees to your knowledge?

7 A Yes.

8 Q Could you describe, as far as you know, the
9 TMT zero tolerance policy?

10 A Yes, the zero tolerance policy was a policy
11 that was put in place direction from, request of Henry
12 and Brian, that they wanted us to take the approach of
13 keep, let me see if I can -- they wanted us to take
14 the approach of making sure that we had very strict
15 rules and guidelines about how everybody was supposed
16 to conduct themselves at Delta Park.

17 Anything that was an offense by Henry or
18 Brian which would be walk, such as things like in this
19 memo walking through landscaping, cigarette butts
20 being behind buildings, being in areas where you're
21 not supposed to be, our issue was to immediately
22 trespass them.

23 Q Was the TMT zero tolerance policy in
24 violation of the DPSST guidelines?

25 MS. COLLIER: Lacks foundation, calls for

1 speculation.

2 MS. MARTIN: You can answer to the extent
3 you know.

4 THE WITNESS: To the extent that I know, a
5 violation, no.

6 Q (By Mr. D'Amore) Was it something that at
7 some point Cornerstone disagreed with the zero
8 tolerance policy?

9 A Yes. Even though it's not a hundred percent
10 of a violation it is one hundred percent a unrealistic
11 policy that was hard for us to maintain.

12 Q Did Cornerstone believe it was an aggressive
13 policy?

14 A Yes.

15 Q Did Cornerstone believe it was too
16 aggressive?

17 A Yes.

18 Q And aggressive towards whom?

19 A Aggressive not necessarily towards a
20 specific person, but aggressive as in to understand,
21 if you understand the rules of communication and
22 deescalation it is always easier to step up than it is
23 step down.

24 So having a really aggressive approach where
25 we automatically have been at the level where we're

1 reason/purpose for contact, educate on the correct
2 course of action and action needed, thank the person
3 for their level of cooperation, and end contact.

4 Is that your understanding of the DPSST
5 standard?

6 A Yes.

7 Q And then the last paragraph, Enforcing TMT's
8 zero tolerance policy on its face doesn't allow
9 Cornerstone Security Group the opportunity to comply
10 with DPSST regulations.

11 Do you agree with that?

12 MS. COLLIER: I'm just going to object, it's
13 overly broad, lacks foundation, calls for speculation.

14 THE WITNESS: I can't agree with the word
15 regulation. I really don't understand the word
16 regulation. In my mind when you say the word
17 regulation I'm looking for a law or a code, and I
18 can't agree with an exact law or code. I can only
19 agree with guidelines and directives.

20 Q (By Mr. D'Amore) Okay. So you agree that
21 the TMT zero tolerance policy is not consistent with
22 DPSST guidelines or directives?

23 A Correct.

24 Q And continuing on with that sentence, and
25 puts both Cornerstone Security Group and TMT in an

1 word agent. I was a person in charge out there as a
2 contractor who was hired to do a job just the same
3 thing as -- the way that it works is that I'm a third
4 party contractor, I'm no different than the plumber or
5 the electrician or the construction worker, I'm given
6 a certain task that I'm allowed to do by the company
7 but I'm not working under the, under the company's
8 banner.

9 Q (By Mr. D'Amore) Okay. So you are an
10 independent contractor sort of like a plumber but
11 you also have this additional status as a person in
12 charge?

13 A Correct.

14 Q Which is different than a normal plumber?

15 A Correct.

16 MS. COLLIER: Same objection.

17 Q (By Mr. D'Amore) And the next paragraph
18 down says, This document authorizes Cornerstone
19 Security Group, its officers, employees, and
20 affiliates to act as the victim of any criminal act.

21 What's your understanding as to that
22 statement?

23 A The -- the way that that statement is is
24 that as being a representative, being a person in
25 charge of the property, that means that while we're

1 working on the property, when someone trespasses signs
2 passes on the property as the person in charge then we
3 take that as they're trespassing against us because we
4 are acting in behalf of the person who would've been
5 trespassed on.

6 Since the owner is not there technically
7 standing on the property he's not being trespassed on,
8 his property is, and we are there representing him, so
9 then we basically represent his victimhood through us,
10 if that makes sense.

11 Q It does.

12 A Okay, yeah.

13 Q Thank you. I am looking at page 2 of
14 Exhibit 3. Down below service overview there where it
15 says TMT oversees. Was it your understanding that
16 Cornerstone was replacing another security company?

17 A Not really that I recall, no.

18 Q And what was your start date again?

19 A For Cornerstone Security Group?

20 Q Yeah.

21 A September 2019.

22 Q Okay, and so this was signed in 11 of 2019,
23 so you were probably still getting your feet wet?

24 A Yes.

25 Q And if you could turn to Exhibit 7. And one

1 A Yes.

2 Q Mr. Hornecker also says in No. 3, Drive
3 through, during drive throughs I have seen a handful
4 of times the patrolling officers drive past someone
5 walking behind buildings such as Guitar Center without
6 stopping. We discussed making this a zero tolerance
7 offense and the officers need to enforce this.

8 What's going on there?

9 A This is, quite honestly this is the kind of
10 things we were, we went back to that zero tolerance
11 thing and Henry is a little bit upset with us here
12 that we're not doing our job. Because he would
13 expect, he was expecting us to be enforcing some of
14 these things and we weren't.

15 Q So basically TMT has an expectation or had
16 an expectation that certain things would be done and
17 those certain things weren't being done by
18 Cornerstone?

19 A Correct.

20 MS. COLLIER: Vague -- vague and ambiguous.

21 Q (By Mr. D'Amore) And then No. 4 it appears
22 Mr. Hornecker is directing Cornerstone, it says, The
23 hourly photos, quote, the hourly photos have slowed
24 down to just one picture per location. Can you
25 please reiterate to the team that we still need two

IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually, and KIONO)
NELSON as the Personal Representative)
for the ESTATE OF FREDDY NELSON, JR.,)
)
Plaintiff,)
v.)
) No. 21CV40742
TMT DEVELOPMENT CO., LLC, an Oregon)
Limited Liability Company; D. PARK)
CORPORATION, an Oregon Corporation dba)
HAYDEN MEADOWS; HAYDEN MEADOWS, A)
JOINT VENTURE; LOWE'S HOME CENTERS,)
LLC; MATTHEW CADY, dba CORNERSTONE)
SECURITY GROUP; JEFFREY JAMES, dba)
CORNERSTONE SECURITY GROUP; TJ LATHROM,)
dba CORNERSTONE SECURITY GROUP; and)
LOGAN GIMBEL,)
)
Defendant.)
)

*** CONFIDENTIAL ***

VIDEOTAPED DEPOSITION OF
MARC WILKINS

Taken in behalf of Plaintiff

* * *

October 18, 2023

1000 SW Broadway

Portland, Oregon

Priscilla (Pia) Harris, CCR
Court Reporter

1 A No, but you've obviously shown me the emails
2 where there was an attachment, but as far as me
3 reviewing it in depth, no, I don't remember the
4 specifics.

5 Q I'm going to jump really quickly to
6 Exhibit 41.

7 A Okay. You said 41?

8 Q Four-one, yeah.

9 A Okay.

10 Q Do you recognize what this is?

11 A It's an incident report.

12 Q From who?

13 A Cornerstone.

14 Q Okay. Did you receive incident reports like
15 this from Cornerstone?

16 A Yes.

17 Q Did you receive every incident report that
18 Cornerstone generated for Delta Park?

19 MS. COLLIER: Lacks foundation, calls for
20 speculation.

21 THE WITNESS: I guess you have to clarify
22 "every."

23 Q (By Mr. Turner) Were you sent incident
24 reports for Delta Park --

25 A Yeah.

1 Q -- on a regular basis?

2 A Yes.

3 Q And I understand that maybe somebody
4 somewhere else has some incident report, but how many
5 incident reports did you see from Delta Park?

6 A I don't remember.

7 Q Was it more than five?

8 A Absolutely.

9 Q More than 20?

10 A Are we talking daily, are we talking
11 monthly?

12 Q Yeah.

13 A My entire time there?

14 Q Great question, let me clarify. I'm talking
15 about the time that Cornerstone was patrolling Delta
16 Park and you were working at TMT. So November 2020
17 through, say, mid June 2021.

18 A Did I receive more than five? Yes.

19 Q Did you receive more than 20?

20 A Yes.

21 Q Did you receive more than 50?

22 A Yes.

23 Q Did you receive more than 75?

24 A Yes.

25 Q Did you receive more than 100?

1 A Yes.

2 Q Did you receive more than 150?

3 A Yes.

4 Q Did you receive more than 200?

5 A That's unclear. I don't remember that
6 specifically.

7 Q Okay, that's a good enough range for me.

8 A Correct.

9 Q What would you do when you received an
10 incident report?

11 A Read them.

12 Q Did you read them the day of or would there
13 be a backlog?

14 A I read them as soon as I could.

15 Q Would that be typically within the first day
16 or two or three?

17 A It really depends.

18 Q Did they ever sit for more than a week or
19 two?

20 A I don't remember.

21 Q Do you remember reviewing this report?

22 A Besides you showing me, showing it to me,
23 no, I do not remember specifically reviewing this
24 report.

25 Q Okay. At this point, January 16th, 2021,

1 A Correct.

2 Q Why is it important for you to verify which
3 tenants have ground leases and which don't and
4 communicate that to Cornerstone Security Group?

5 A I don't recall why it's important, but I
6 know ground leases handle their own premises.

7 Q Does that include security?

8 A That would include security, that's --
9 generally, yes.

10 Q I want to turn to the third paragraph on
11 page 2.

12 A Okay.

13 Q That begins, Finally, as discussed. And I
14 have questions about the second sentence. I agree
15 that we need to make sure we are addressing questions
16 with the tenants directly and Cornerstone should not
17 be caught in the middle.

18 A Okay.

19 Q Who is the "we" when you say I agree that we
20 need to make sure that we are addressing questions?

21 A As previously stated "we" means TMT who
22 manages the property for the landlord.

23 Q Is that an important rule that TMT addresses
24 questions with the tenants?

25 A I don't think it's a TMT rule.

1 A Okay.

2 Q And I'm going to ask you to look at a couple
3 of documents at once. There are two attachments here.

4 A Okay.

5 Q Which I believe I've marked as Exhibit 55
6 and 56.

7 A Okay.

8 Q Do you see Exhibit 55?

9 A Correct.

10 Q What is it?

11 A That is a property boundary map I got from
12 portlandmaps.com.

13 Q Okay. What is the blue line?

14 A That's a tax parcel.

15 Q Okay. What is the yellow line?

16 A That is another tax parcel.

17 Q Okay. What property are we looking at here,
18 the white building in the center that has an 1160 on
19 it?

20 A That is because I clicked on it it
21 highlighted that specific boundary line blue, that's
22 why it's blue and not yellow.

23 Q That wasn't my question. What building is
24 this?

25 A Oh, that's Lowe's.

1 Q Okay. And that parking lot is the Lowe's
2 parking lot?

3 A Correct.

4 Q At Delta Park?

5 A Correct.

6 Q Very briefly, 56, which was attached, it
7 says scope of work, we've talked about several times
8 from December 31, 2020; correct?

9 A Correct.

10 Q Let's go back to 78.

11 A Okay.

12 Q You write in the second full paragraph, As a
13 reminder Lowe's is a ground lease and they are
14 responsible for everything within the blue boundary
15 line, see attached. Okay?

16 A Okay.

17 Q What does it mean when you write they are
18 responsible for everything within the blue boundary
19 line?

20 A That is their premises, which is their
21 responsibility.

22 Q Does that include landscaping?

23 A As a ground lease, generally, yes.

24 Q Specific to Lowe's, do you know if it
25 includes landscaping?

1 A I don't remember. I don't recall.

2 Q Does that include security?

3 A I don't recall.

4 Q Typically as a ground lease are they respon,
5 are ground leases responsible for security?

6 A Typically, yes.

7 Q Does that mean that Cornerstone Security
8 Group is not responsible for security on the ground
9 lease property?

10 A On the ground lease, typically, yes.

11 Q Typically, yes, meaning they are not
12 responsible, or typically, yes, meaning they are
13 responsible?

14 A Typically meaning they are not responsible.

15 Q I just want to make sure I have the response
16 clear for the record.

17 A Okay.

18 Q Cornerstone Security Group is not
19 responsible for security on ground leases; correct?

20 MS. MARTIN: Object to the form, misstates
21 testimony.

22 THE WITNESS: Typically, no.

23 Q (By Mr. Turner) Does this mean that
24 Cornerstone is not authorized to perform security
25 services on a ground lease premises?

1 A Okay.

2 Q Did you ever talk to local Lowe's to confirm
3 that they understood what was going on?

4 A I don't remember.

5 Q Did you ever confirm that Lisa emailed
6 Lowe's so they knew what was going on?

7 Let me rephrase that. Did you ever confirm
8 that Lisa emailed the Delta Park Lowe's so they knew
9 what was going on?

10 A I don't remember.

11 MR. TURNER: I'm done talking about Lowe's
12 if you want to take a break, and I'm almost done
13 talking entirely, I'm very close.

14 MS. MARTIN: I'm going to have some
15 questions.

16 MS. COLLIER: All right, so do you want to
17 take a break now or wait a couple of minutes?

18 THE WITNESS: I'd rather just go.

19 MR. TURNER: Is that okay with everybody?
20 Hearing no objections, I'm going to continue.

21 Q (By Mr. Turner) I'm going to turn to
22 Exhibit 84, and this is a multipage document, but
23 specifically I want to ask you about the bottom of
24 page 2 and the top of page 3.

25 A Okay. So you said it's about what

1 specifically?

2 Q The bottom of page 2 and the top of page 3.

3 A Okay.

4 Q And so you write that Freddy Nelson is not
5 authorized to pick up pallets and not an approved
6 vendor and that Lowe's corporate will remind on-site
7 staff; correct?

8 A That's what the email says, yes.

9 Q Do you remember this email?

10 A No.

11 Q And you don't know whether Lowe's corporate
12 office did in fact remind on-site staff?

13 A Correct, I don't recall.

14 Q Okay. Turning to page 3, the top of page 3.

15 A Okay.

16 Q You write, I have Freddy's number and I left
17 him a message to discuss.

18 A Okay.

19 Q Do you know how you got Freddy's number?

20 A I don't remember.

21 Q Okay. Do you recall anything about the
22 voice mail, I assume a voice mail you left him?

23 A I don't recall.

24 Q Okay. You also say, Should your officers
25 encounter him on the premises please give him my

IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually, and KIONO)
NELSON as the Personal Representative)
for the ESTATE OF FREDDY NELSON, JR.,)
)
Plaintiff,)
v.)
) No. 21CV40742
TMT DEVELOPMENT CO., LLC, an Oregon)
Limited Liability Company; D. PARK)
CORPORATION, an Oregon Corporation dba)
HAYDEN MEADOWS; HAYDEN MEADOWS, A)
JOINT VENTURE; LOWE'S HOME CENTERS,)
LLC; MATTHEW CADY, dba CORNERSTONE)
SECURITY GROUP; JEFFREY JAMES, dba)
CORNERSTONE SECURITY GROUP; TJ LATHROM,)
dba CORNERSTONE SECURITY GROUP; and)
LOGAN GIMBEL,)
)
Defendant.)
)

*** CONFIDENTIAL ***

VOLUME I - VIDEOTAPED DEPOSITION OF
MATTHEW CADY

Taken in behalf of Plaintiff

* * *

October 19, 2023

1111 E. Burnside

Portland, Oregon

Priscilla (Pia) Harris, CCR
Court Reporter

1 through a review of the body cam footage of the Talon
2 employees that there was no movement towards the
3 holster?

4 A Yeah, I would challenge that assessment
5 because a body camera is worn right here, it's not
6 worn right here or here, so I would disagree with that
7 assessment. It's neither here nor there. I didn't
8 view the footage so I really can't speak to that.

9 Q That was Mr. Hornecker's conclusion?

10 A Yes. Of which I would disagree,
11 respectfully.

12 Q Understood. I want to ask some other
13 questions about the other things he writes on the
14 first page.

15 A Yes.

16 Q No. 2, he states that he's run into new
17 officers at Delta Park Center and that he wants us to
18 have conversations with himself, Brian, and any new
19 officer before they're stationed at DPC?

20 A Yes.

21 Q Was that a common practice of Mr. Hornecker?

22 A It was. He wanted to know who everyone was.

23 Q Did Brian want to talk to every new employee
24 at Delta Park Center?

25 A Most definitely.

1 Q And Brian I mean Brian Hug with TMT. Is
2 that clear?

3 A That is clear.

4 Q What did -- why do you say Brian most
5 definitely wanted to talk to the new employees?

6 A Brian took a very active role in conducting
7 conversations with our officers and advising them of
8 every development or goings-on we'll say that's going
9 around the property.

10 So Brian, Mr. Brian Hug was very active in
11 conversing with our team. And it was one of those
12 things, it was a very strong desire of his to also
13 meet new folks that were coming out there.

14 Q Okay. You mentioned that Brian had an
15 active role with the Cornerstone employees at Delta
16 Park. And an example, what I think was an example of
17 that was he would apprise them of everything happening
18 at Delta Park?

19 A Yes.

20 Q In what other ways did he take an active
21 role?

22 A So I think what I was attempting to
23 communicate, albeit poorly, was that while our
24 officers were out there Brian Hug, while he was also
25 out there, and by out there I mean at Delta Park

1 shopping center, he would actively seek out our
2 officers, where they were, and strike up conversations
3 with them, bringing them up to speed on things, figure
4 out if they heard anything about something that he had
5 maybe brought up the day before. It was -- it was
6 pretty consistent to have conversations with Brian.
7 In fact I would say it would be abnormal to not have a
8 conversation with Brian when you were working out
9 there.

10 Q Each time a person would work out there they
11 could expect to talk to Brian?

12 A If Brian was out there you could definitely
13 expect it.

14 Q Do you know how often Brian was out at Delta
15 Park?

16 A Brian's schedule varied from my knowledge,
17 you know, sometimes he would be out there everyday,
18 but, I mean, Brian also, per my knowledge, was
19 responsible for many properties, right, and so it
20 was -- I don't know if you could set your watch to
21 Brian's schedule but when he was out there you would
22 definitely know it because you would be talking to
23 him.

24 Q What was he talking about, was he talking
25 about football or was he talking about things specific

1 to Delta Park?

2 A Things specific to Delta Park.

3 Q Do you have any examples?

4 A So he would be, I would call it maybe like a
5 brief where he'd be briefing our officers on things
6 that he had maybe observed or things that he had heard
7 from other tenants that he had talked to about, as
8 previously mentioned, the goings-on out there, so
9 things going on, people doing odd behaviors or
10 whatever it is, you know, he's just giving us updates.

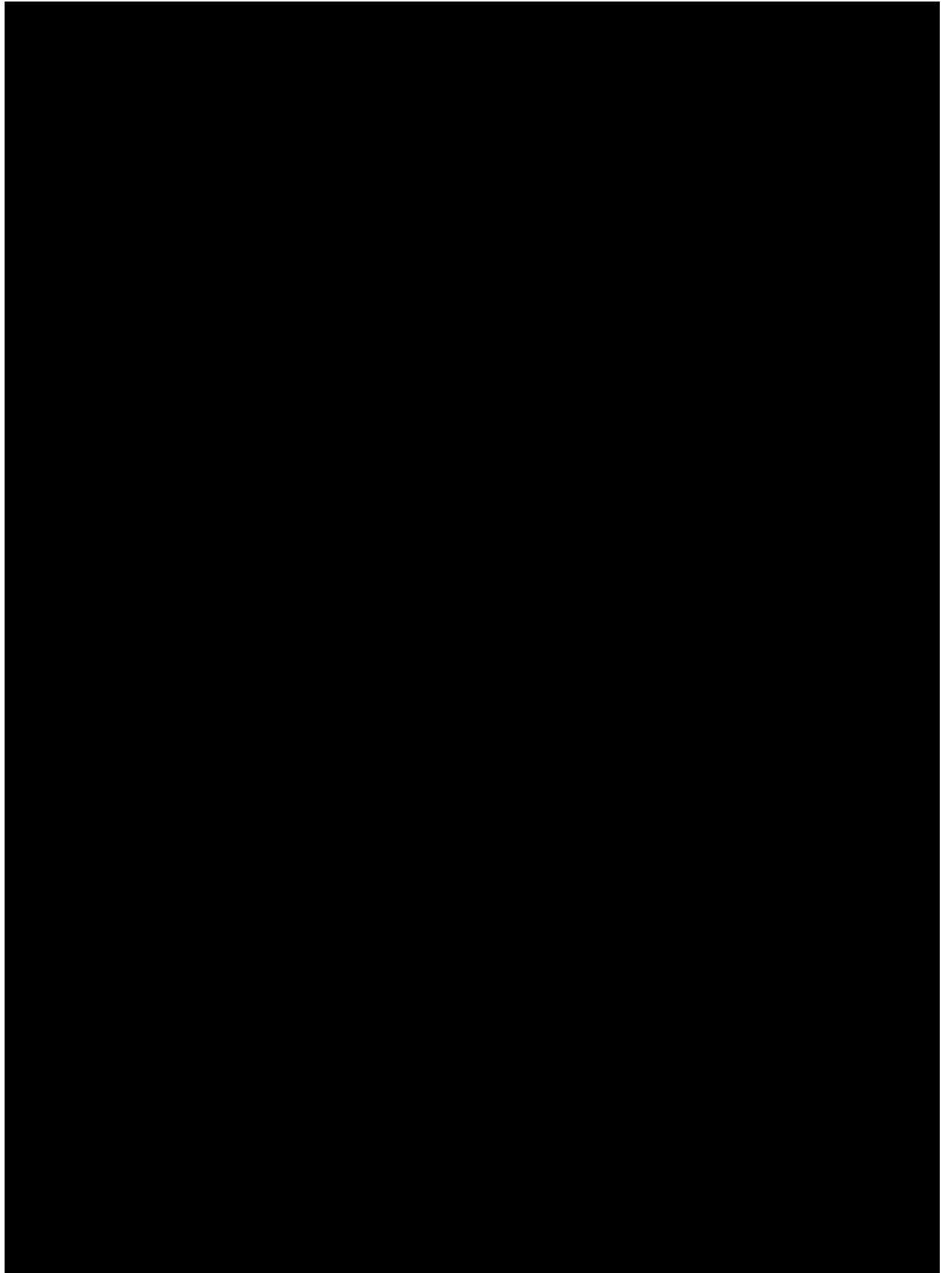
11 And sometimes it involved Brian Hug's
12 opinions on how we should best handle those updates
13 that he would give us, which would then immediately be
14 passed up the chain and usually denied by our team
15 because of our way of doing things versus Brian Hug's
16 desire to have things done a certain way. So that
17 would be what I'm getting at there.

18 Q Do you remember or do you have any examples
19 of what Brian Hug's way of doing things was?

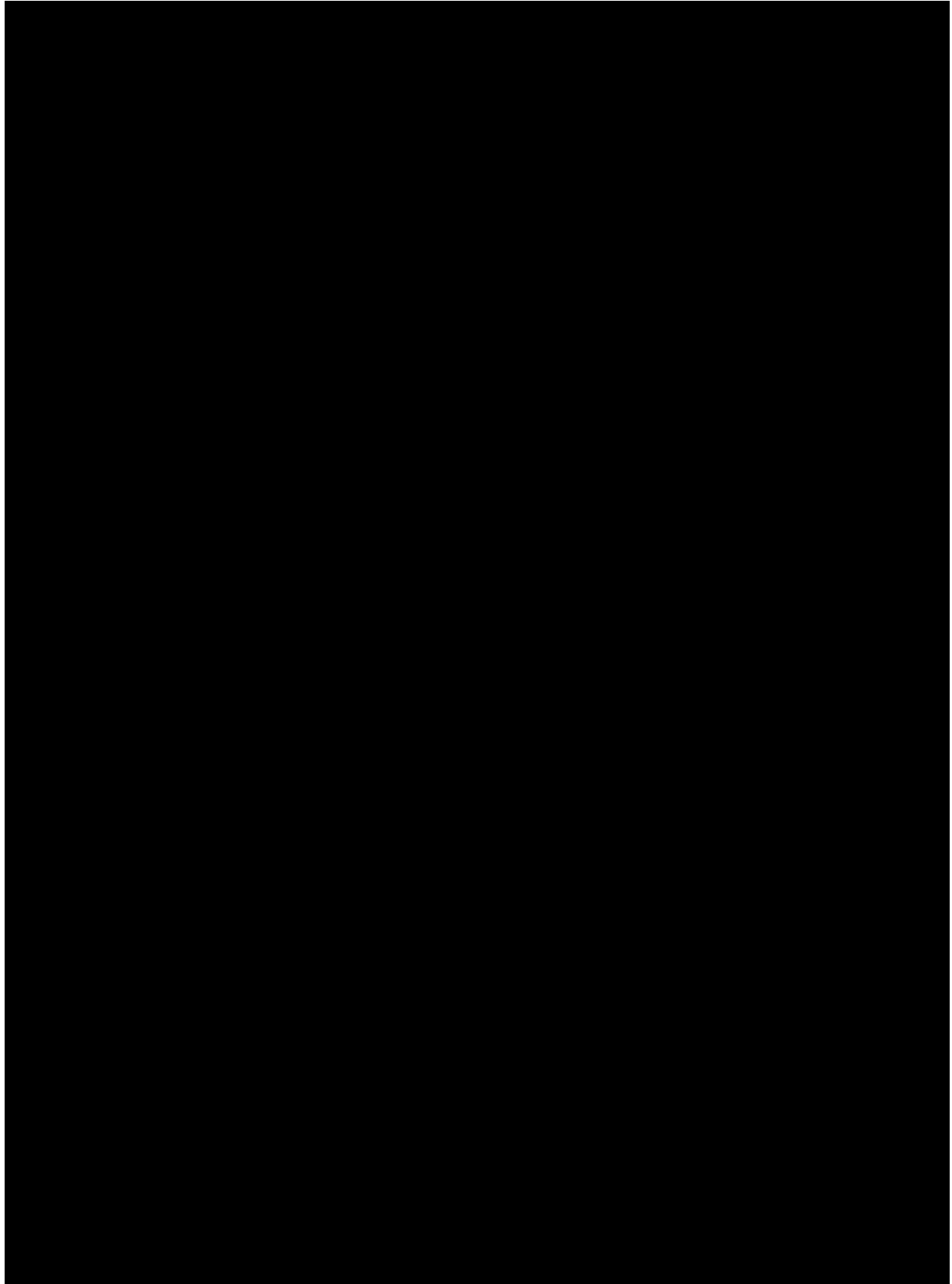
20 A Well, I mean, it kind of comes back to the
21 zero tolerance policy, that's something that was
22 brought up by Brian. That's something they wanted,
23 they did want that.

24 Q Did Brian continue to bring up the zero
25 tolerance policy after that July 7th meeting?

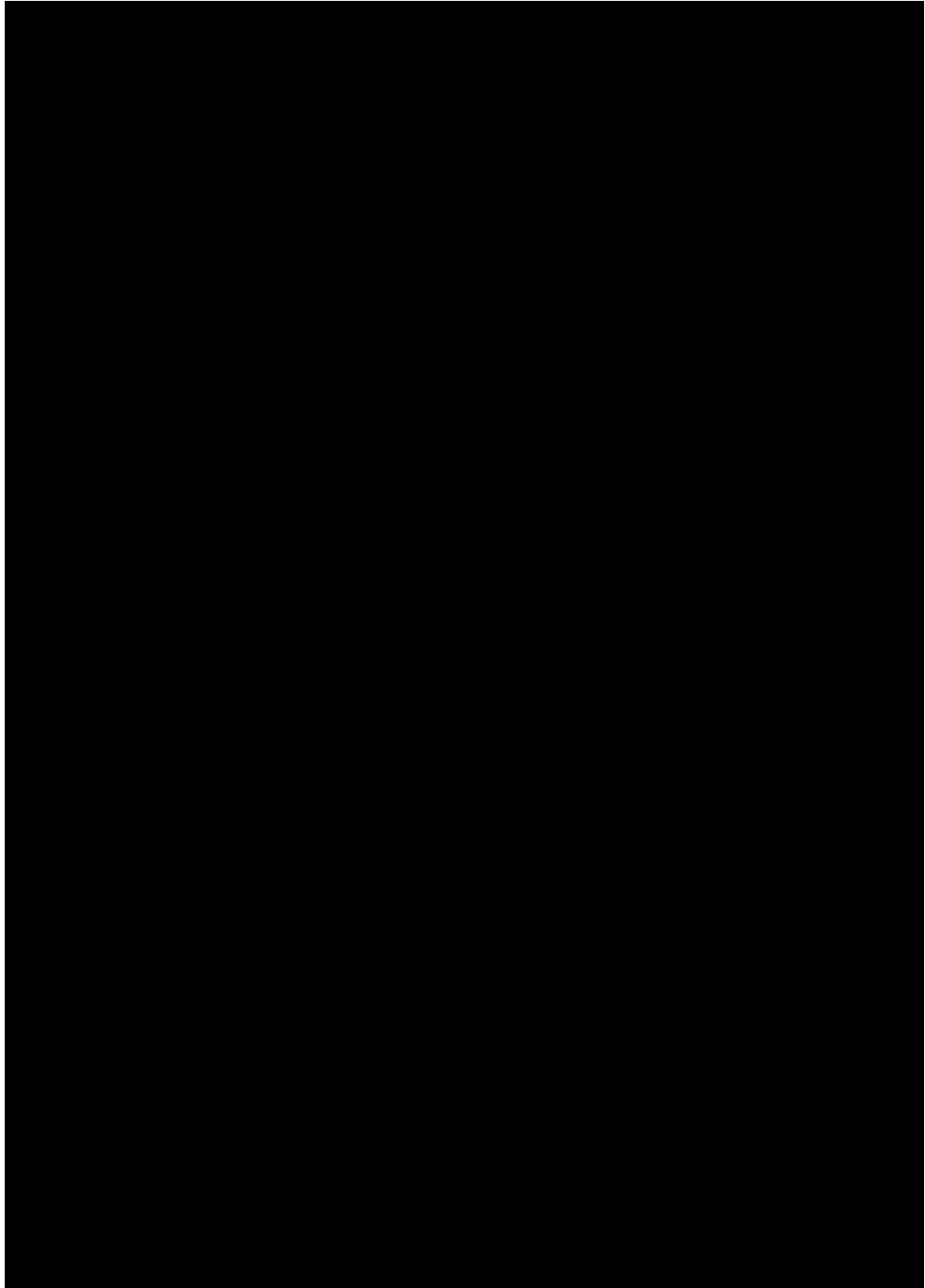
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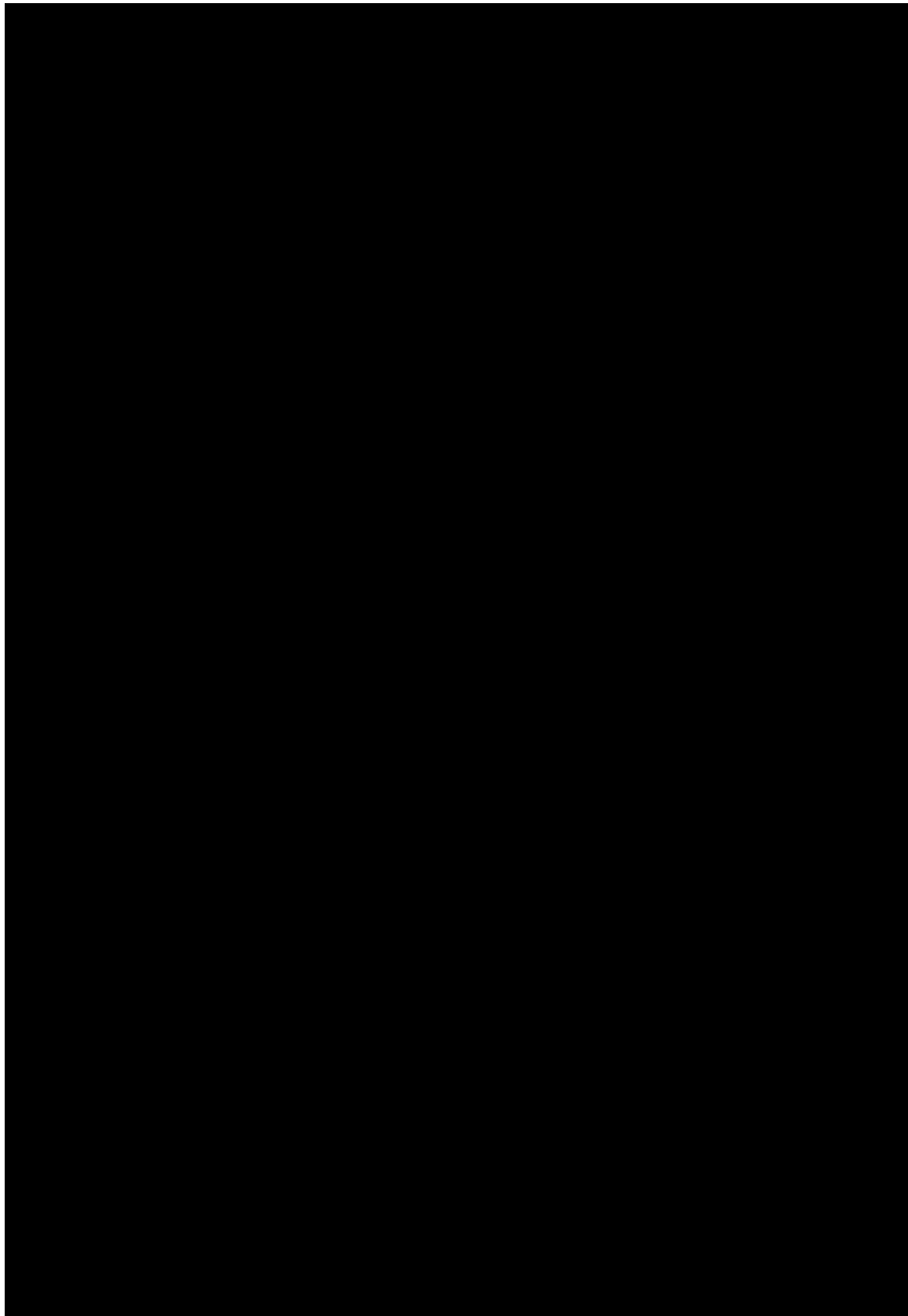
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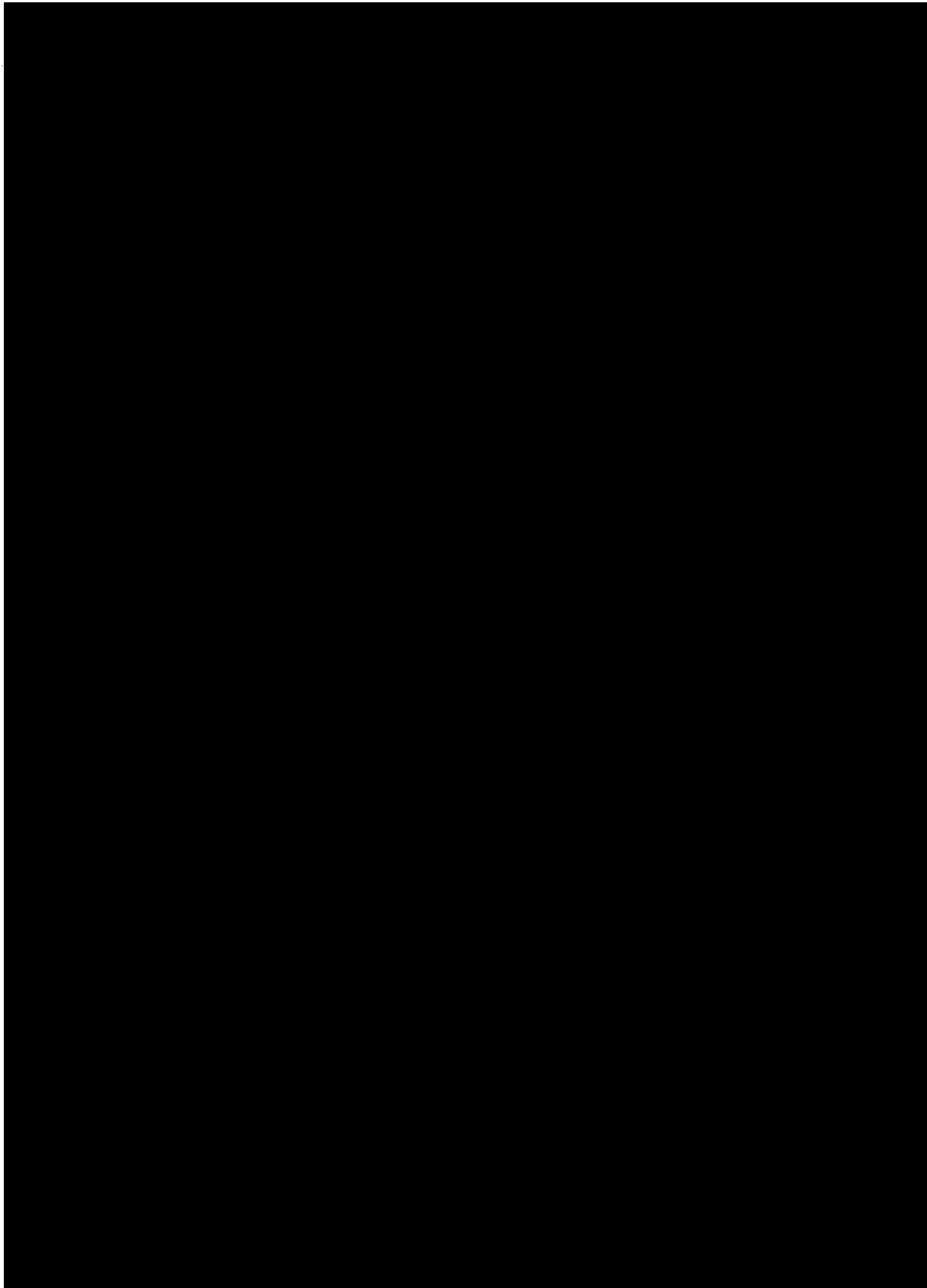
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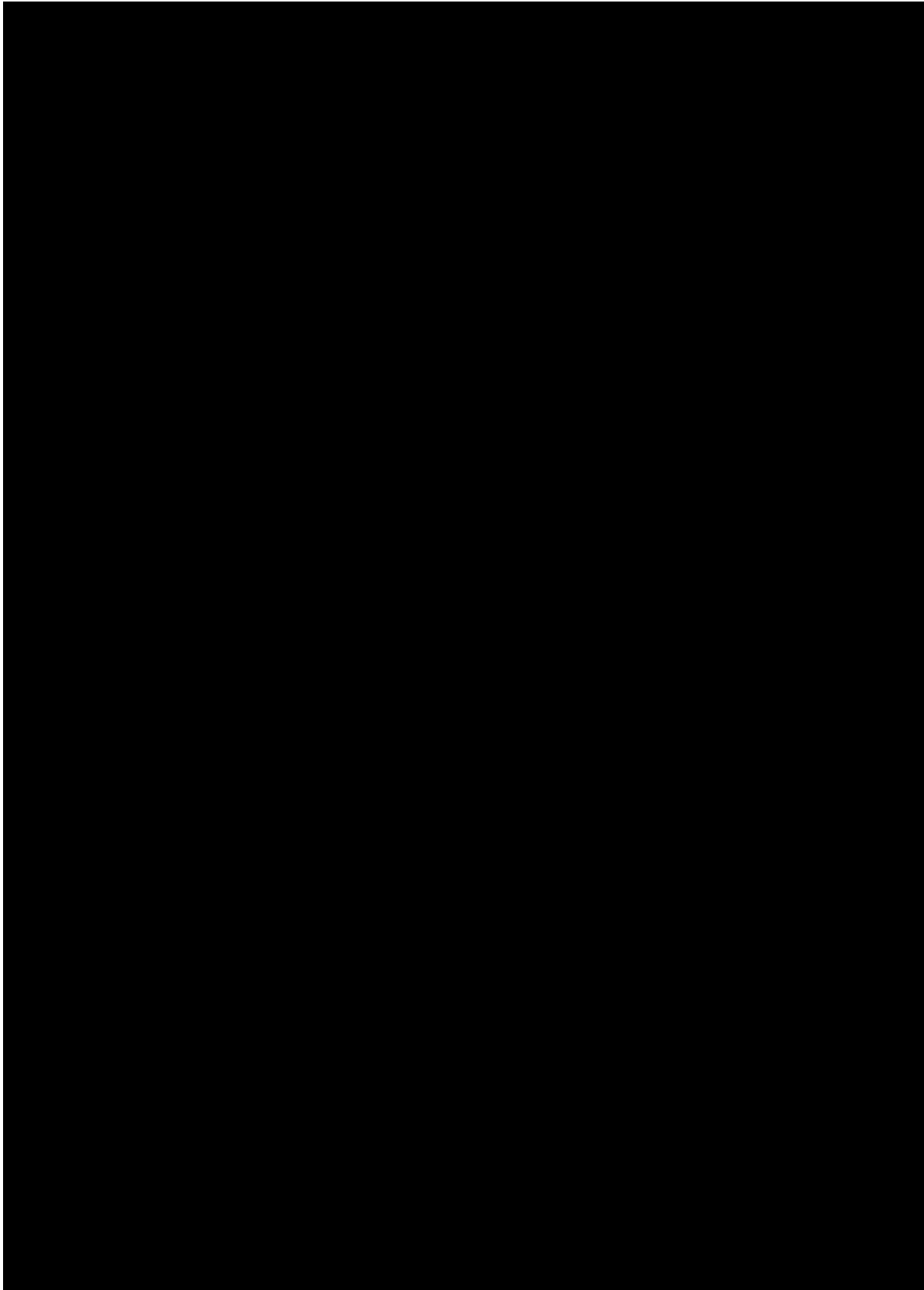
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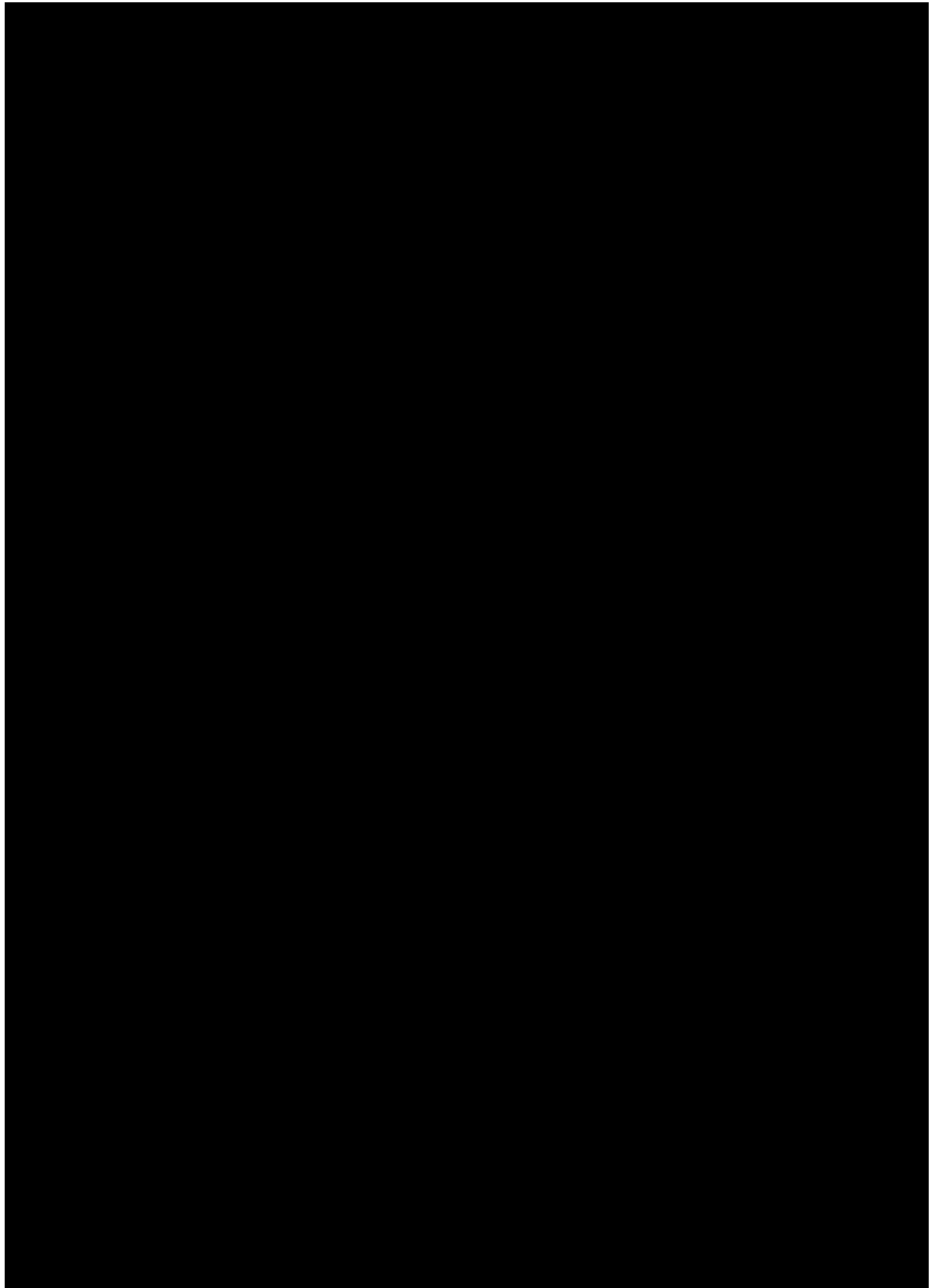
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually, and KIONO)
NELSON as the Personal Representative)
for the ESTATE OF FREDDY NELSON, JR.,)
)
Plaintiff,)
v.)
) No. 21CV40742
TMT DEVELOPMENT CO., LLC, an Oregon)
Limited Liability Company; D. PARK)
CORPORATION, an Oregon Corporation dba)
HAYDEN MEADOWS; HAYDEN MEADOWS, A)
JOINT VENTURE; LOWE'S HOME CENTERS,)
LLC; MATTHEW CADY, dba CORNERSTONE)
SECURITY GROUP; JEFFREY JAMES, dba)
CORNERSTONE SECURITY GROUP; TJ LATHROM,)
dba CORNERSTONE SECURITY GROUP; and)
LOGAN GIMBEL,)
)
Defendant.)
)

*** CONFIDENTIAL ***

VOLUME II - VIDEOTAPED DEPOSITION OF
MATTHEW CADY

Taken in behalf of Plaintiff

* * *

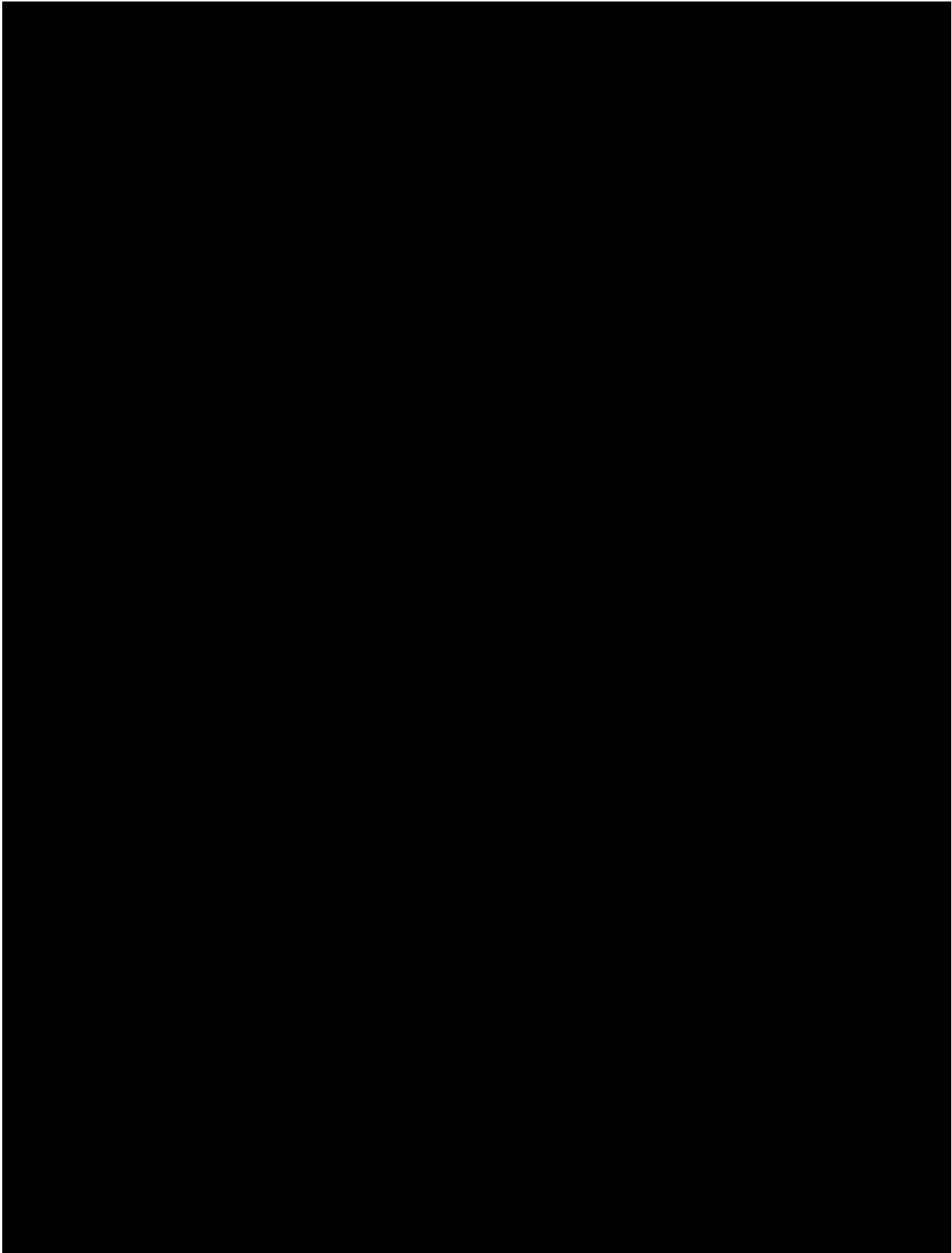
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1111 E Burnside

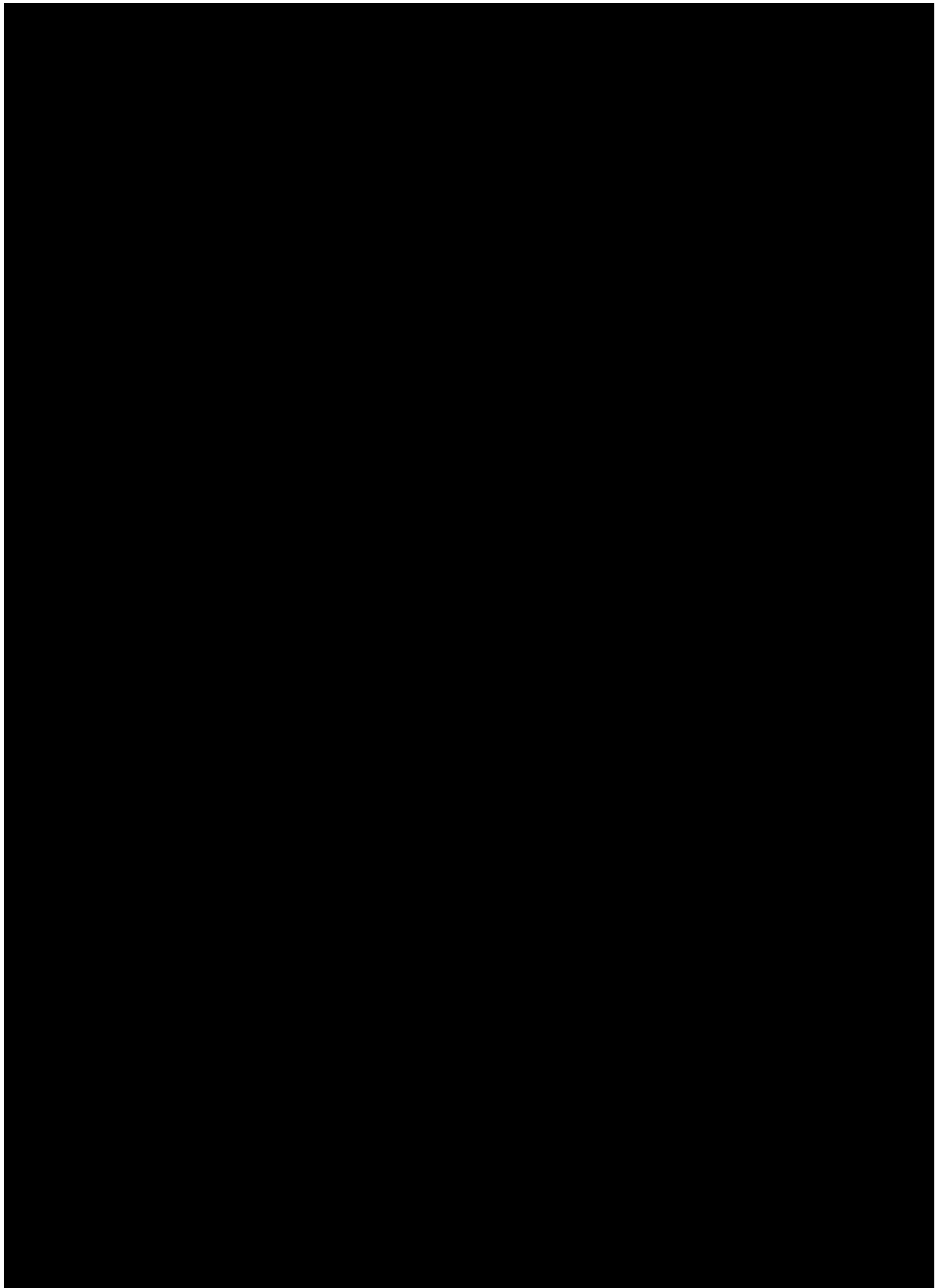
Portland, Oregon

Priscilla (Pia) Harris, CCR
Court Reporter

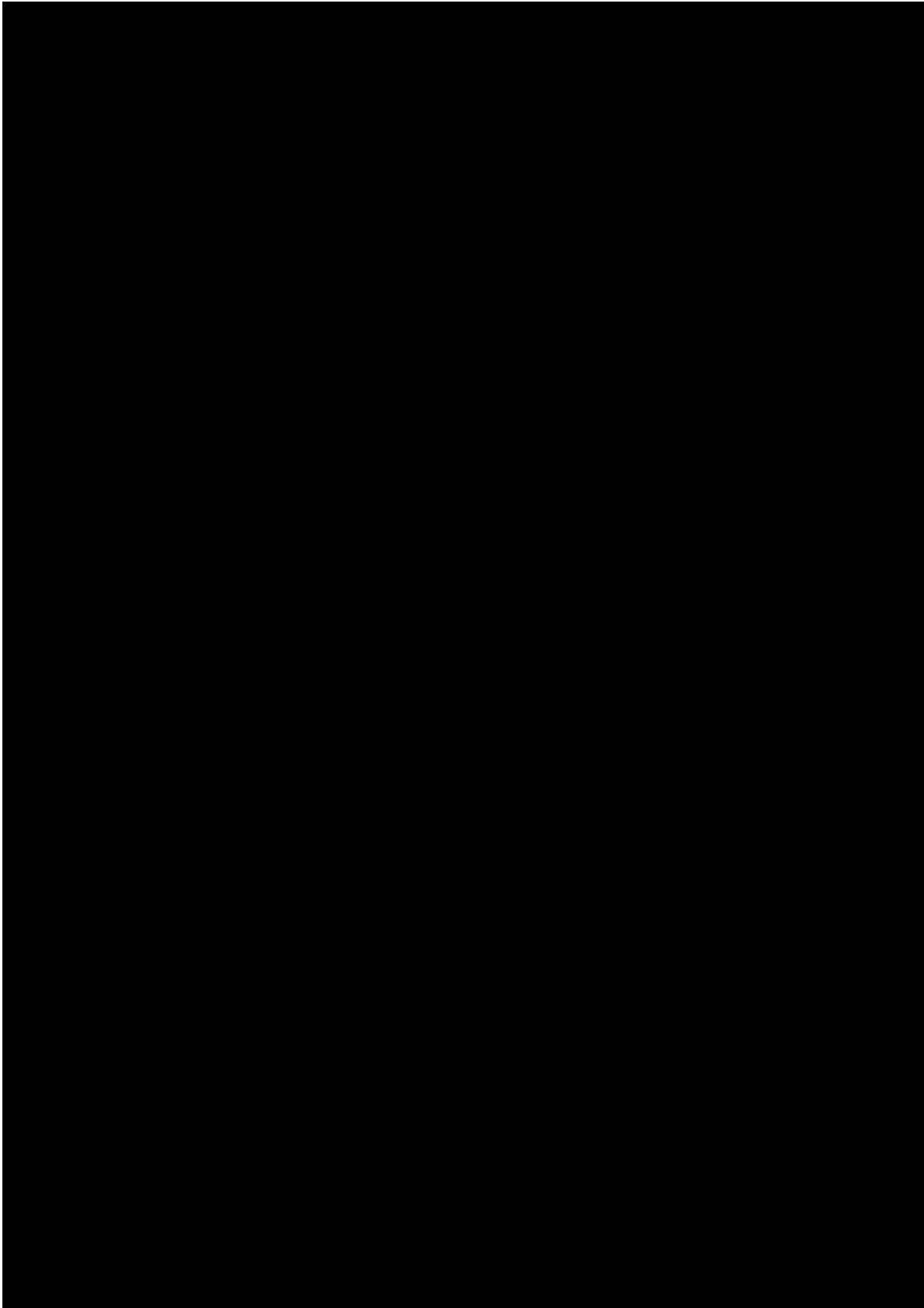
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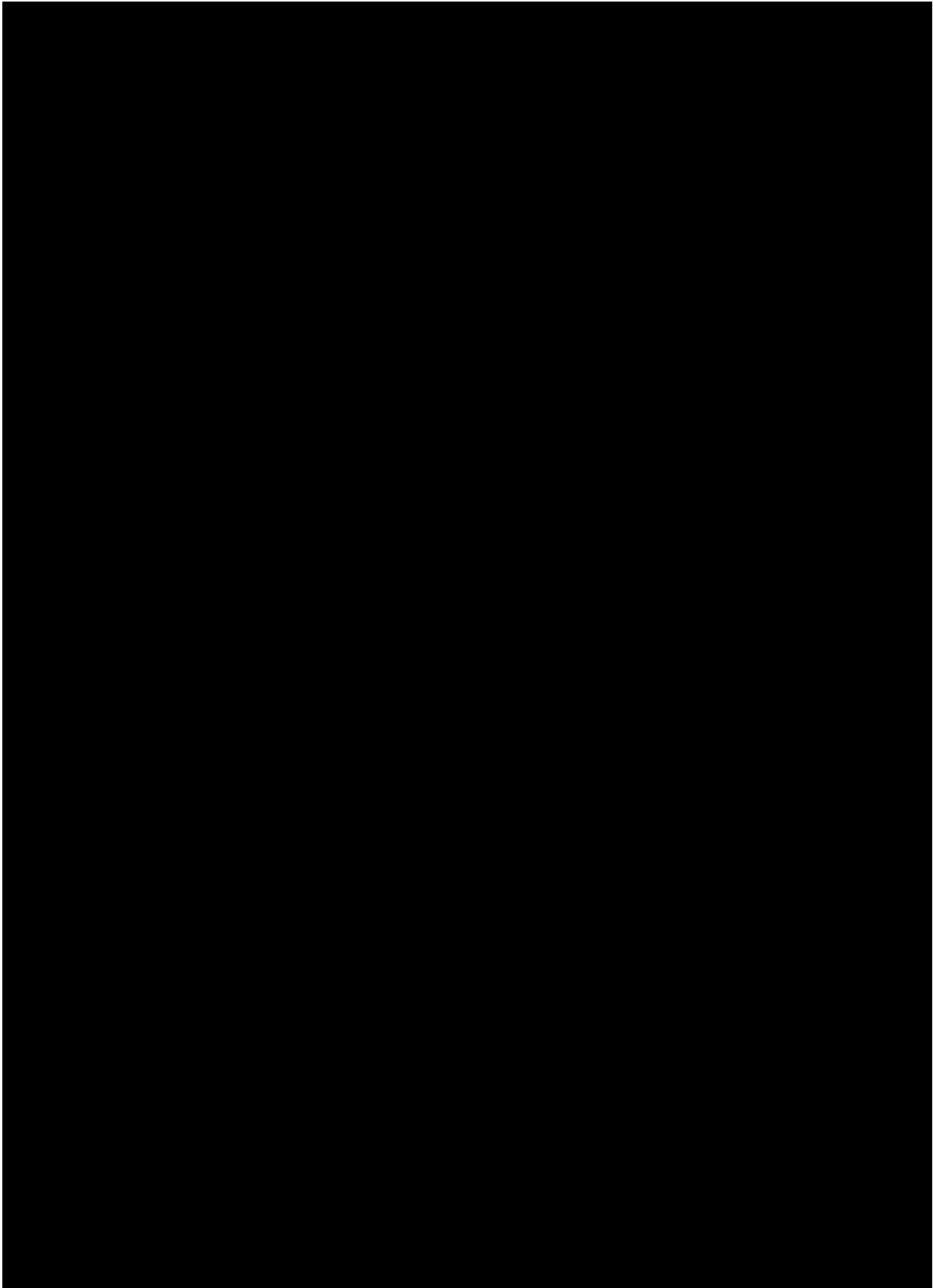


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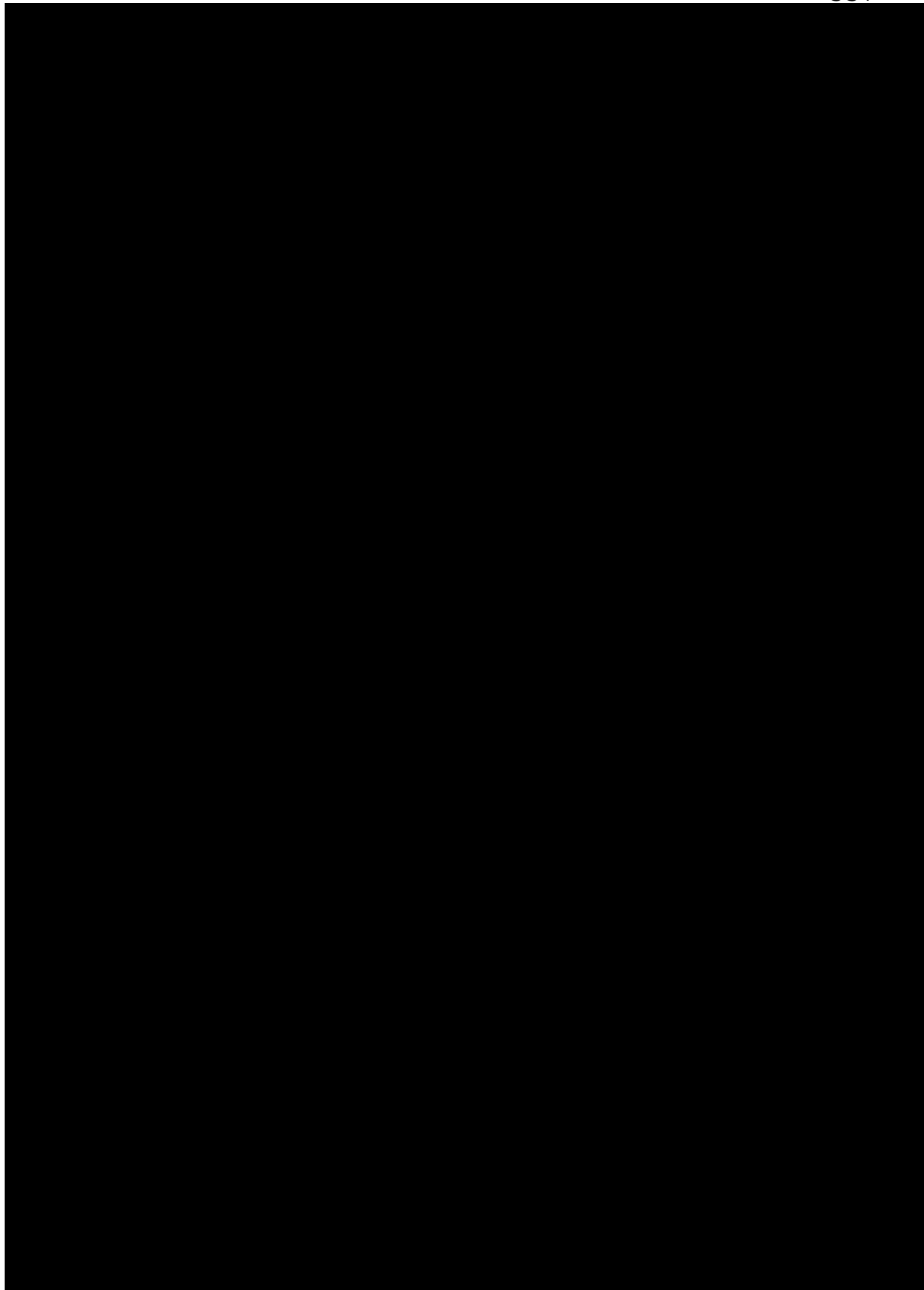


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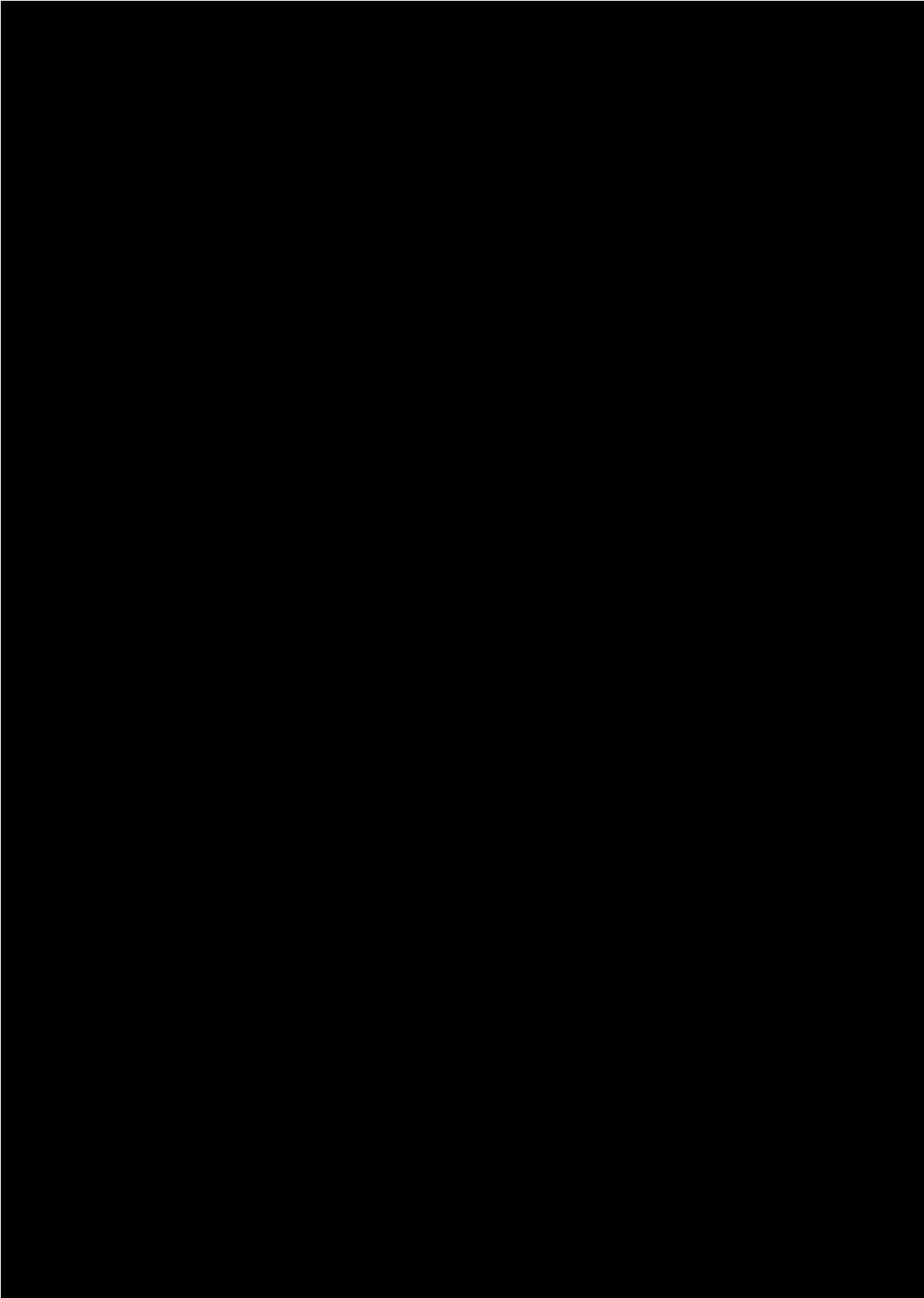
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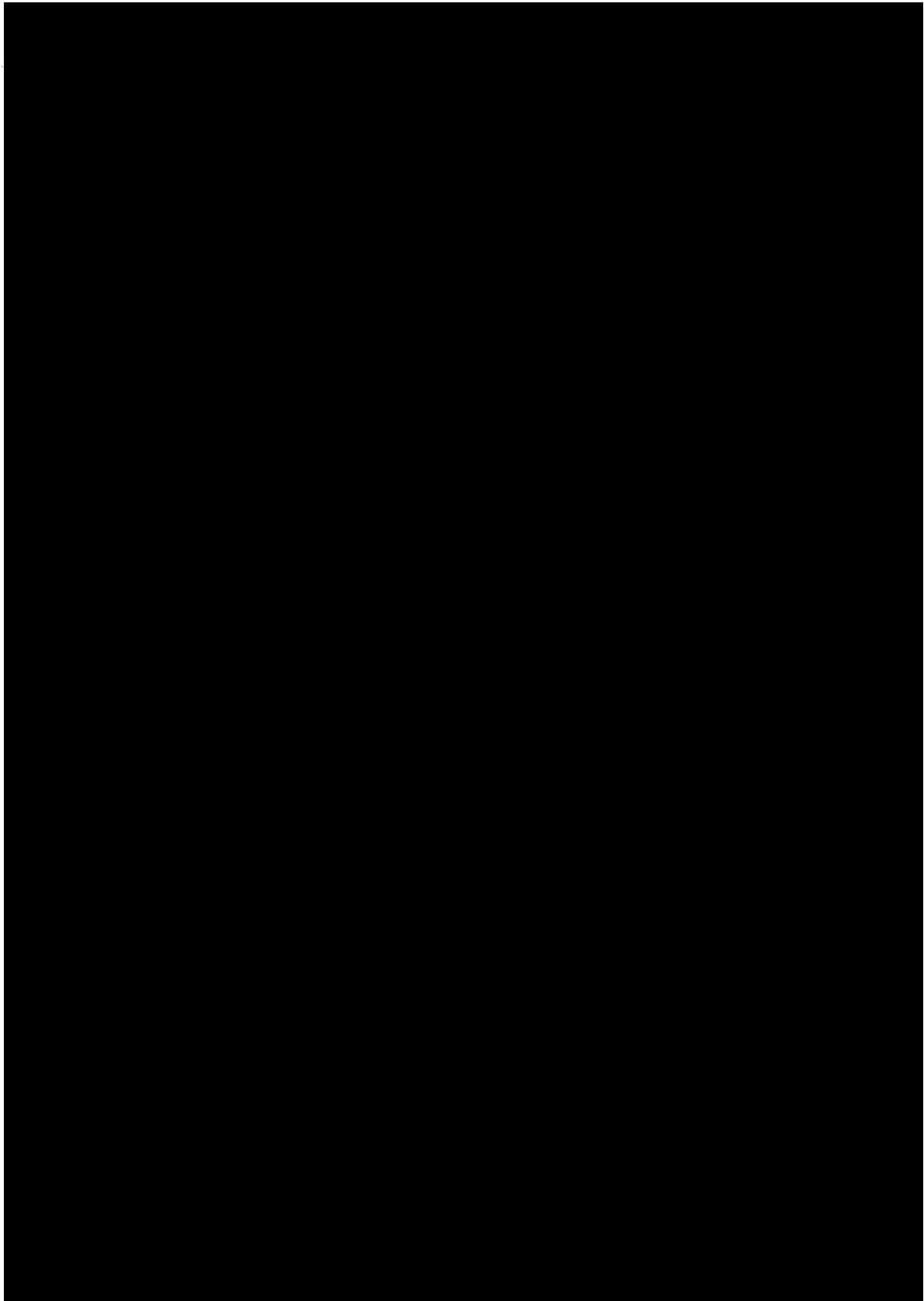
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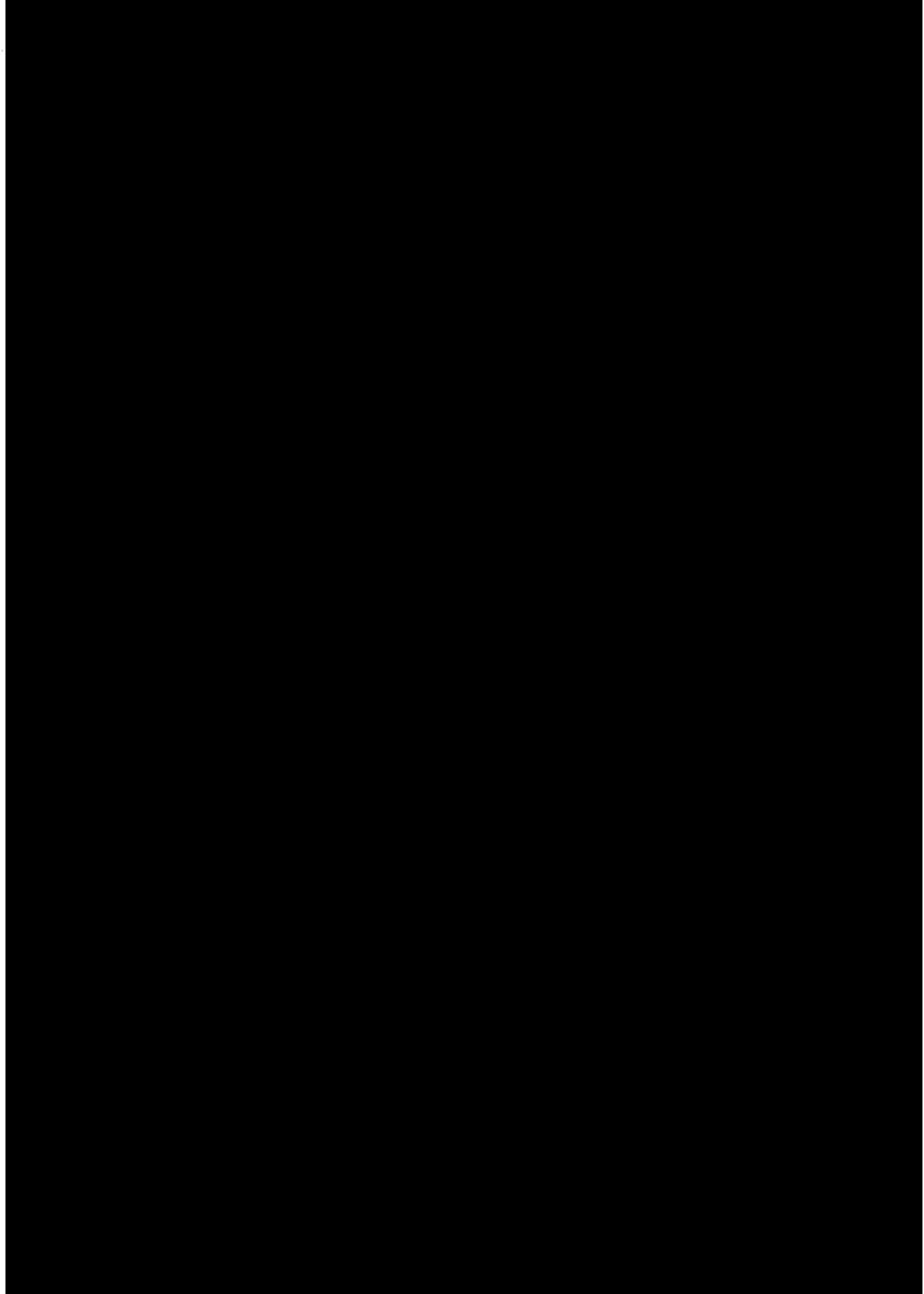
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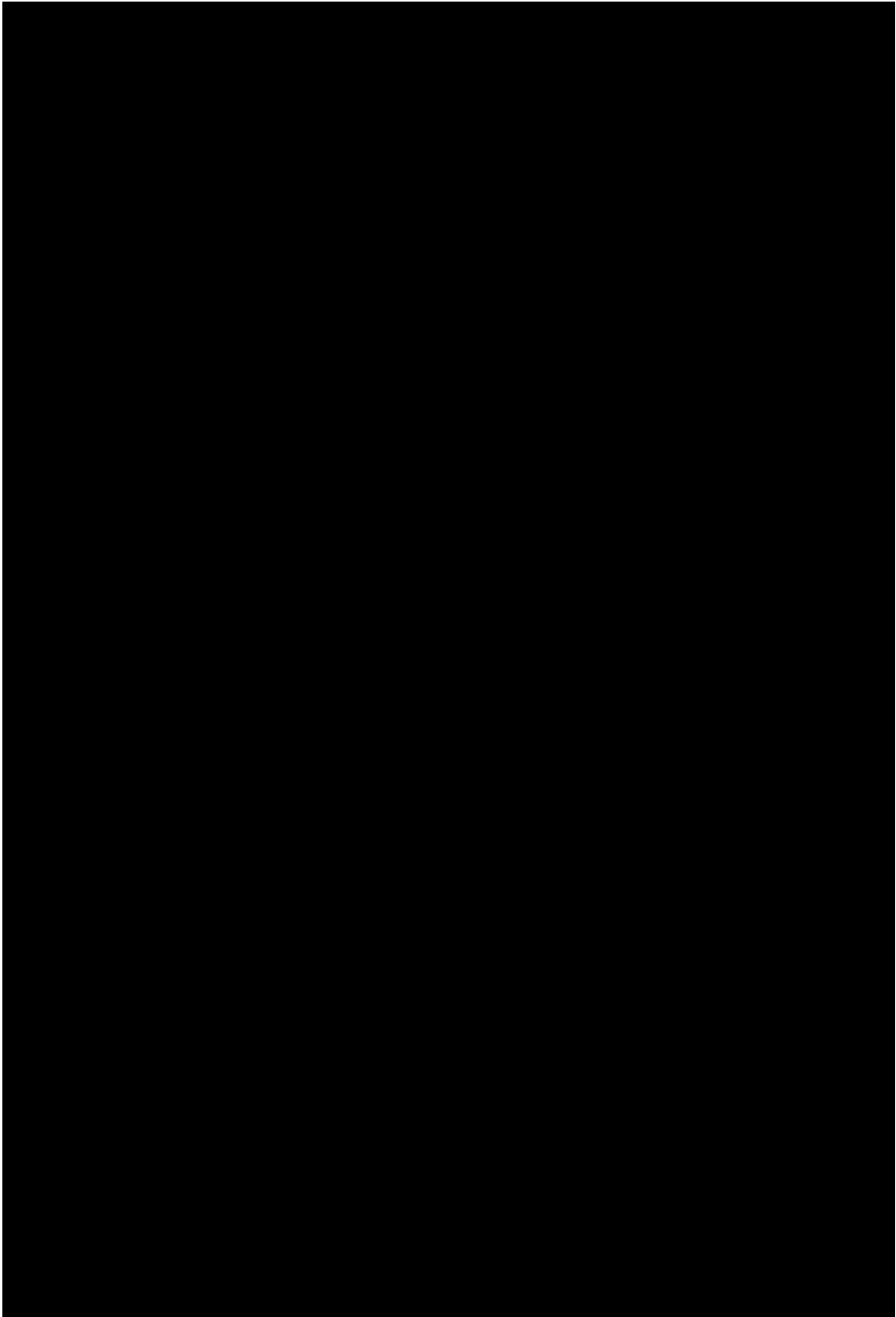
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF MULTNOMAH

KARI NELSON, individually, and KIONO)
NELSON as the Personal Representative)
for the ESTATE OF FREDDY NELSON, JR.,)
)
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v.)
) No. 21CV40742
TMT DEVELOPMENT CO., LLC, an Oregon)
Limited Liability Company; D. PARK)
CORPORATION, an Oregon Corporation dba)
HAYDEN MEADOWS; HAYDEN MEADOWS, A)
JOINT VENTURE; LOWE'S HOME CENTERS,)
LLC; MATTHEW CADY, dba CORNERSTONE)
SECURITY GROUP; JEFFREY JAMES, dba)
CORNERSTONE SECURITY GROUP; TJ LATHROM,)
dba CORNERSTONE SECURITY GROUP; and)
LOGAN GIMBEL,)
)
Defendant.)
)

*** CONFIDENTIAL ***

VIDEOTAPED DEPOSITION OF
KILLIAN KUHN

Taken in behalf of Plaintiff

* * *

October 17, 2023

4230 Galewood Street

Lake Oswego, Oregon

Priscilla (Pia) Harris, CCR
Court Reporter

1 over.

2 Q Did Brian deal with problem patrons at Delta
3 Park?

4 A Say that one more time, repeat that.

5 Q Did Brian deal with problem patrons at Delta
6 Park?

7 MS. COLLIER: Vague, overly broad.

8 THE WITNESS: Like just, like people
9 loitering, like -- yeah, if somebody was loitering on
10 the property just let them know hey, you can't be
11 loitering here, and usually they would just move
12 along. If they didn't and they continued to not
13 loiter then he would give us a call and say hey, can
14 you come swing by and talk to this person, so...

15 Q (By Mr. Turner) How much of his time was
16 spent dealing with property versus people?

17 MS. MARTIN: Object to the form. If you
18 know you can answer that.

19 MS. COLLIER: Lacks foundation, calls for
20 speculation.

21 THE WITNESS: He would deal with his -- he
22 would deal with more the property than he would deal
23 with people -- with people. Because we would get the
24 phone calls from him and go -- we were there 24/7, so
25 we got most of the calls. I couldn't tell you if, you

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JOINT VENTURE; LOWE'S HOME CENTERS,)
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SECURITY GROUP; JEFFREY JAMES, dba)
CORNERSTONE SECURITY GROUP; TJ LATHROM,)
dba CORNERSTONE SECURITY GROUP; and)
LOGAN GIMBEL,)
)
Defendant.)
)

*** CONFIDENTIAL ***

VIDEOTAPED DEPOSITION OF
PATRICK STORMS

Taken in behalf of Plaintiff

* * *

October 20, 2023

4230 Galewood Street

Lake Oswego, Oregon

Priscilla (Pia) Harris, CCR
Court Reporter

1 maintenance manager for TMT.

2 A We --

3 MS. COLLIER: Vague as to time.

4 THE WITNESS: We would discuss things that
5 we both see in Delta Park just so that the other
6 person was aware of what's going on. Sometimes the
7 ground manager would see things around the park that
8 we didn't see and would inform us that there was
9 activity going on, either suspicious activity or
10 suspicious persons in places they shouldn't be. And
11 then we can -- we can go follow up.

12 And for us it was identifying, you know,
13 missing property, damage to property, it was
14 identifying maintenance issues, and informing him what
15 we saw.

16 Q (By Mr. Turner) So the maintenance manager
17 would tell you about suspicious activity and
18 suspicious persons and you would tell the
19 maintenance manager about property issues and
20 maintenance issues. Do I have that correct?

21 A Mostly maintenance issues, correct.

22 Q What do you mean mostly maintenance issues?

23 A I mean, again, damage to property, missing
24 property, property that requires maintenance, we would
25 tell him of those issues.

1 A Yes.

2 Q Would the maintenance manager ever tell you
3 how to resolve an issue?

4 A No.

5 Q Would a maintenance manager ever tell you
6 how to do your job in any way?

7 A No.

8 Q Would the maintenance manager ever tell you
9 about changes he wanted to see at Delta Park?

10 A Yes.

11 Q What form would that take?

12 A It could be how maintenance was done on the
13 park, it could be how security is conducted in the
14 park.

15 Q What do you recall the maintenance manager
16 wanting to change about how maintenance was conducted
17 in the park?

18 A Having more funds or more time or more
19 resources, more manpower.

20 Q He wanted more resources for maintenance?

21 A Sure.

22 Q Anything else?

23 A On that topic, no.

24 Q What did the maintenance manager want to
25 change about how security was conducted at the park?

1 A More security, more presence. Those are the
2 two that come to mind.

3 Q Anything else?

4 A Those are the two that come to mind.

5 Q Similarly he wanted, he wanted more
6 maintenance and he wanted more security; is that
7 correct?

8 A Correct.

9 Q Did you ever hear about the zero tolerance
10 policy at Delta Park?

11 A Possibly.

12 Q What do you remember about it?

13 A Nothing specific.

14 Q What do you remember about it?

15 A I remember zero tolerance being a policy,
16 and several different policies.

17 Q Okay, tell me about that.

18 A They were usually site-specific, some were
19 in the handbook as relating to Cornerstone employees,
20 zero tolerance.

21 Q Do you recall whether zero tolerance was a
22 Delta Park policy or a Cornerstone policy?

23 A There were several different zero policies.

24 Q Was there a zero tolerance policy for Delta
25 Park?

1 A I'm not sure.

2 Q Are you aware of any incidents before this
3 date where other people had taken pallets without
4 authorization?

5 A Yes.

6 Q Tell me how many you remember.

7 A We had one subject who attempted to do it
8 multiple times.

9 Q Who was that?

10 A Anthony Wright.

11 Q What happened with Mr. Wright?

12 A We were working on trying to get him as an
13 approved vendor to come on and service pallets. But
14 the process never finished, so Anthony continued to
15 attempt to take pallets and we had to constantly stop
16 him and tell him he can't do it until he's on the
17 list.

18 Q What was the process to make Anthony Wright
19 an approved vendor?

20 A Contact Lowe's and contact TMT Development
21 and get approval from both.

22 Q Why did he need approval for both?

23 A One is to service Lowe's corporation to be
24 an approved vendor through them, the other was to be
25 an approved vendor on TMT Development property.

1 Q Who made the rule that you have to contact
2 Lowe's and you have to contact TMT to get
3 authorized --

4 MS. COLLIER: Lacks --

5 Q (By Mr. Turner) -- to be a pallet
6 collector?

7 MS. COLLIER: Lacks foundation, calls for
8 speculation.

9 MS. MARTIN: Join. To the extent you know.

10 THE WITNESS: That would be up to Lowe's and
11 TMT Development.

12 Q (By Mr. Turner) Do you know if anybody
13 made a rule that you have to contact Lowe's or TMT
14 to be a pallet collector?

15 A Again, that's up to Lowe's and TMT.

16 Q You talked about an authorization process
17 that you sought for Mr. Wright but didn't get?

18 A Yes.

19 Q What would that authorization process look
20 like for Lowe's, what would you have to do to get the
21 okay for Mr. Wright to collect pallets with Lowe's?

22 A I'm not --

23 MR. SHAFFER: Objection, foundation,
24 speculation.

25 THE WITNESS: I'm not a hundred percent of

1 out of Delta Park?

2 A Well --

3 Q Clear some pallets?

4 A Collect pallets, yes.

5 Q You mentioned Mr. Wright as one of the
6 people who had taken pallets without authorization.

7 What other people are you aware of, aside from Freddy
8 Nelson?

9 A I have no particular names, but this
10 would've been suspicious people and suspicious
11 activity reported by Brian, the grounds manager of
12 Delta Park.

13 Q Is that the manager, the maintenance manager
14 I was referring to earlier?

15 A Yes, yes, that's him.

16 Q How many times did Brian report to you the
17 unauthorized taking of pallets?

18 A At least twice.

19 Q During the entire time you were at Delta
20 Park?

21 A During this particular period of time, it
22 would've been December, end of January, so
23 December 2020 into January of 2021.

24 Q So in a two-month period Brian reported the
25 unauthorized taking of pallets to you at least twice?

1 A At least twice.

2 Q Did you have estimate from when you began
3 work at Cornerstone through May 29, 2021 how many
4 times Brian reported the unauthorized taking of
5 pallets to you?

6 A I don't recall how many times.

7 Q Was it more than two times?

8 A Yes.

9 Q Was it more than five times?

10 A I'm not sure. That seems like a likely
11 number.

12 Q It was likely more than five?

13 A Likely.

14 Q Was it likely more than ten?

15 A That's when I'm less sure.

16 Q I want to return to Exhibit 41 and ask you
17 about the second to last paragraph.

18 A Exhibit 21 you said?

19 Q 41, the same one you're on?

20 A Second to the last paragraph, okay.

21 Q It looks look Mr. Nelson stated he was
22 talking to the Lowe's manager, he informed him that
23 the property rule violation was related to the owner
24 of the property, TMT Development, and that the subject
25 would have to talk to them?

[wweek.com](https://www.wweek.com)

Landlord Threatens to Evict North Portland BottleDrop, Saying Crowds Lining Up to Return Cans Are a COVID-19 Hazard

By Aaron Mesh

6–8 minutes

As the novel coronavirus descended on Oregon, state officials told grocery stores they could stop accepting empty containers for recycling.

That left just two BottleDrops in Portland—locations where some of the city's poorest people can redeem bottles and cans for cash. (Both are run by the Oregon Beverage Recycling Cooperative, the industry co-op that oversees bottle returns.)

Now the landlord for one of those locations, in North Portland, is threatening to evict the BottleDrop Center, saying it has attracted so many people trying to return bottles and cans that it's creating a public health hazard.

On March 27, TMT Development sent a notice of default to the Oregon Beverage Recycling Cooperative, warning that the BottleDrop on North Hayden Drive was violating the governor's stay-home order and that the redemption center would be evicted if its security guards couldn't keep people 6 feet apart.

The notice, obtained by *WW*, shows TMT Development gave OBRC 20 days to keep people 6 feet apart or vacate the shopping plaza, which the company owns.

"Inability to implement social distancing guidelines for those customers who are waiting in line to transact business at the BottleDrop renders BottleDrop a business that must close unless it is able to implement social distancing guidelines," the notice says.

Jules Bailey, OBRC's chief stewardship officer, says the notice amounts to a crackdown on poverty.

"If BottleDrop closes, thousands of people living on the edge will fall off it," Bailey tells *WW*. "On the Tuesday after the governor's order, statewide we paid out about \$115,000 in refunds to customers, which is quite low for BottleDrop but represents cash going directly to people who were desperate enough to come and wait in line in the rain and hail because they have no other choice to get cash, at least legally."

Vanessa Sturgeon, CEO of TMT Development, tells *WW* she simply wants the BottleDrop to comply with the governor's social distancing order.

"If they do not, it could lead to far greater problems for our city and all of its residents, particularly our most vulnerable," Sturgeon says. "We must recognize and prevent the catastrophic and potentially deadly impact that COVID-19 would have on our houseless community if it were to spread through encampments, our shelters and food banks. OBRC must fix this now."

TMT is one of the most prominent real estate companies in Portland. It owns Fox Tower and Park Avenue West, two of the tallest towers downtown. Its properties also include Delta Park

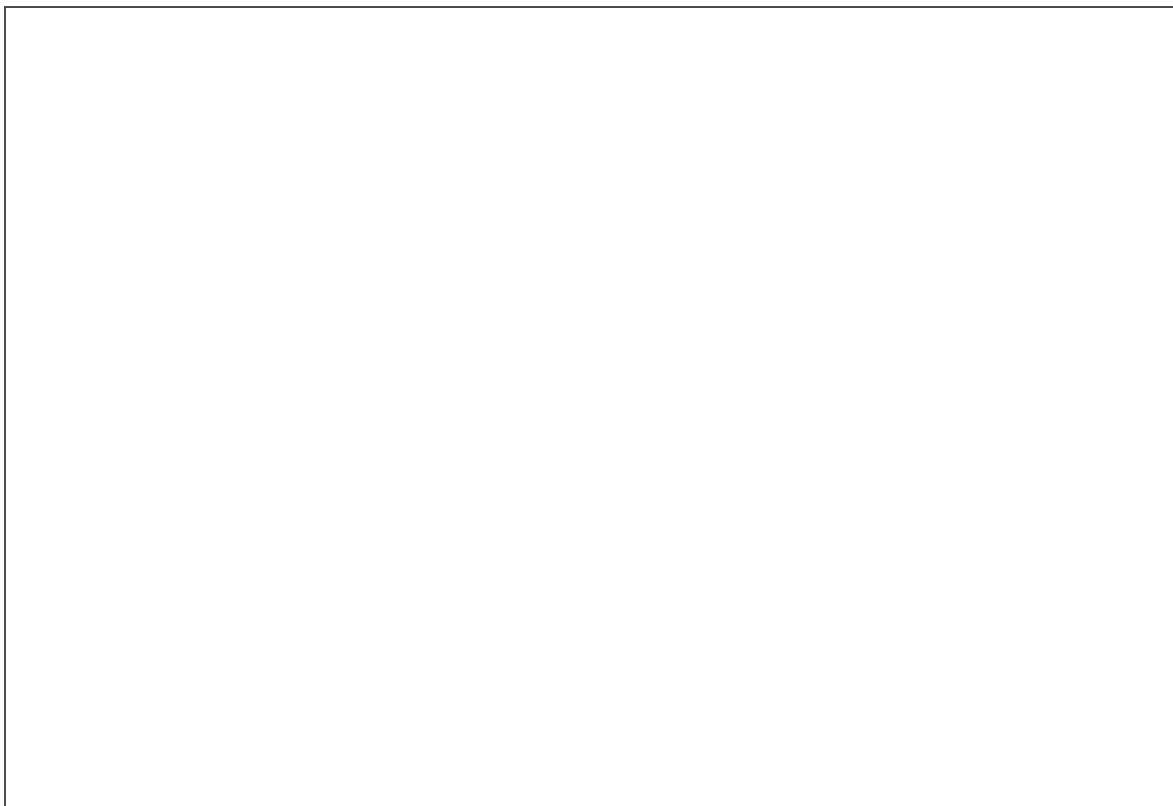
Center, a North Portland shopping plaza whose tenants include Walmart, Lowe's and Dick's Sporting Goods, along with the BottleDrop.

The dispute has already caught the eye of Oregon House Speaker Tina Kotek, who urged TMT to reconsider its notice.

"While long lines can be inconvenient, keeping these BottleDrop locations open is the right thing to do," Kotek said in a statement to *WW*. "We have to keep each other safe through social distancing. And people need to be able to return for their deposits. Access to cash from bottle returns makes a huge difference to a lot of people. Everyone, including landlords, needs to do their part in this crisis."

On March 15, the Oregon Liquor Control Commission told grocery stores it would no longer require them to keep their bottle redemption stations open, citing health and staffing concerns. That meant the two BottleDrops run by ORBC—one on North Hayden Drive, the other on Northeast 122nd Avenue—were the only places left to return empties.

Both sides of the shopping plaza dispute agree that the result of the OLCC decision was hundreds of poor and homeless people arriving at Delta Park Center in North Portland with bags of cans and bottles.



Security footage shows crowds at Delta Park Bottle Drop Center.
(TMT Development)

Emails obtained by *WW* show that a Lowe's manager complained to the property manager on Friday. Sturgeon emailed Bailey that afternoon: "This is absolutely unacceptable and needs immediate attention," she wrote.

Bailey wrote back, saying he understood her concern but was complying with state requirements to set a limit on how many people could pack inside the BottleDrop Center.

"Since we can't stop people from coming and wanting to return containers, and we can only allow so many people inside and must space them in line, the result is a lot of people waiting outside," he wrote. "Other than the unsightliness, have you heard of any actual instances of problems?"

Sturgeon replied that the lines at the BottleDrop were creating a danger for other tenants. She suggested OBRC hire armed

guards.

"We suggest that you **immediate deploy armed security to manage this situation** (we have a team, but your store needs its own team as some of your customers are armed)," she wrote. "If you need a referral, please let us know. We would also suggest that you employ your own cleaning team.

"In the meantime, we are exploring legal remedies to shut down this store," Sturgeon added. "This situation has become combustible; it is only a matter of time before someone is hurt or killed here."

Bailey again asked for examples. "I don't know of any actual incidences of violence or disturbance other than the lines that these people are in," he wrote. "I think **introducing armed guards into the equation**, especially ones that are unfamiliar with our operations, clientele and staff, **creates a much greater danger of an unintentionally violent confrontation.**"

Shortly after 4 pm, Sturgeon said she was issuing a notice of default—a legal notice saying OBRC had violated the terms of its lease.

"If you have security onsite, they unfortunately appear not to have been trained with regard to the governor's executive order," she wrote. "OBRC has created, and is failing to manage, an environment where many low-income people are congregating tightly in large crowds. Again, please understand that the environment is extremely dangerous on many levels, and we are highly concerned for the health and safety of your customers and Lowe's."

Bailey says he's baffled. He says the BottleDrop hasn't had a

violent incident since the crowds grew in size.

"There is no evidence this population is dangerous, and should any situation arise, our staff is well trained and we have a good partnership with law enforcement," he tells *WW*. "TMT has taken us to court to shut this location down before, and I believe they are simply looking for an excuse to do so. Shutting down BottleDrop during this crisis would have disastrous consequences for a lot of vulnerable people."

From: Jules Bailey
Sent: Friday, March 27, 2020 4:00 PM PDT
To: Vanessa Sturgeon
Subject: RE: Delta Park Center - Lowe's Complaint

Hi Vanessa,

Thanks for your offer of a Zoom call in your subsequent email. I think that's a good idea, and I can make time any time after 10:30 on Monday to do that. I'd like to invite one of our low income advocacy partners on to the call – they may have good ideas about how to respond to this situation and work with the population.

I'm not surprised that you aren't seeing this at other properties. I believe we are your only BottleDrop tenant, and as you well know, we are very different from other businesses. The Oregonian recently reported on the Lowes next door being unusually busy when people should be staying at home, but other than that, I would assume many of your other tenants have fewer customers or have shut down completely. My guess is there aren't any others serving low income people who are desperate for cash during this crisis.

Again, I don't know of any actual incidences of violence or disturbance other than the lines that these people are in. We've instructed our security and personnel to continue to closely monitor the situation and let us know if any arise. Our security is well trained, and has a successful track record of working with law enforcement when any incidences have arisen in the past. I think introducing armed guards into the equation, especially ones that are unfamiliar with our operations, clientele, and staff, creates a much greater danger of an unintentionally violent confrontation. As I mentioned, we have added, are continuing to add, staff to help manage the situation.

You are certainly within your rights to seek a legal remedies to shut down the site. However, as a friend and business partner, I'd caution you that this might provoke a strong reaction from local press, community groups, and elected officials. Closing a BottleDrop would remove one of the last ways these low income people can get cash for their containers. During this time of crisis a lot of people have a high degree of sympathy for those that are struggling.

We can talk more on Monday, and we certainly want to be good partners. Please let me know what time works best. In the meantime, I'd suggest we closely monitor the situation, work with law enforcement on issues that might arise, and use our trained security and staff to manage the crowds and the line. And of course, hope this COVID crisis ends soon so we can all get back to normal and the stores can start accepting containers again.

Best,
Jules

From: Vanessa Sturgeon <vanessa@tmtdevelopment.com>
Sent: Friday, March 27, 2020 2:29 PM
To: Jules Bailey <jbailey@obrc.com>
Subject: Re: Delta Park Center - Lowe's Complaint

Jules,

Unfortunately, this situation is beyond the pale in terms of the other types of impacts we are seeing with Covid. It is creating a dangerous situation for the entirety of the shopping center.

We suggest that you immediately deploy armed security to manage this situation (we have a team but your store needs its own team as some of your customers are armed). If you need a referral please let us know. We would also suggest that you employ your own cleaning team.

In the meantime, we are exploring legal remedies to shut down this store. This situation has become combustible, it is only a matter of time before someone is hurt or killed here.

Vanessa Sturgeon | President and CEO

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D: 971-230-2385 | O: 503-241-1111

OREGON BUSINESS [100 BEST COMPANIES TO WORK FOR IN OREGON 2019](#)

A PORTLAND BUSINESS JOURNAL'S MOST ADMIRABLE COMPANY 2019

On Mar 27, 2020, at 1:46 PM, Jules Bailey <jbailey@obrc.com> wrote:

Hi Vanessa,

Thanks for sending this on. We're well aware of the difficulty at Delta Park and we are concerned about the situation as well. Unfortunately, there isn't a lot we can do. As you may know, the OLCC has allowed retailers to shut down retail redemption during the COVID crisis. That means the only places for people to return containers in the state are at BottleDrop. We remain open, but we are subject to the same social distancing requirements as every other business in the state. Since we can't stop people from coming and wanting to return containers, and we can only allow so many people inside and must space them in line, the result is a lot of people waiting outside.

We have deployed extra staff to manage the line and to respond to any incidents. I am not aware of any actual incidents waiting customers have caused, and our security is keeping a close eye on the situation. Other than the unsightliness, have you heard of any actual instances of problems?

We are exploring options to have other places where people can redeem containers to take the pressure off our BottleDrop Centers, but it is unclear what effect they will have if or when they are ready.

We're certainly open to other ideas you have. Unfortunately, the COVID crisis is creating a lot of problems for everyone.

Thanks,

Jules

From: Vanessa Sturgeon <vanessa@tmtdevelopment.com>
Sent: Friday, March 27, 2020 1:19 PM
To: Jules Bailey <jbailey@obrc.com>
Subject: Fwd: Delta Park Center - Lowe's Complaint

Jules,

This is absolutely unacceptable and needs immediate attention.

Sent from my iPhone

Begin forwarded message:

From: Henry Hornecker <henry@tmtdevelopment.com>
Date: March 27, 2020 at 1:06:45 PM PDT
To: Vanessa Sturgeon <vanessa@tmtdevelopment.com>
Subject: Delta Park Center - Lowe's Complaint

Vanessa,

I received a call and email from Lowe's this morning with a complaint regarding OBRC. As Bottle Drop has been practicing social distancing, they are only allowing a small number of people inside their facilities at one time which has caused a huge pile-up. I have included some pictures sent to me by Lowe's and am going over there now to take a look myself and talk with security and Lowes about a plan of action.

Just wanted to keep you in the loop.

<image001.png>

<image002.png>

Henry Hornecker
Associate Property Manager
O: 503.241.1111
D: 971.230.2396
henry@tmtdevelopment.com
www.tmtdevelopment.com
<image003.jpg>

From: Jules Bailey
Sent: Thursday, May 7, 2020 3:12 PM PDT
To: henry@tmtdevelopment.com
CC: Stephanie Marcus; Jeremy Grahm
Subject: Termination of agreement with Cornerstone Security

Hi Henry,

I wanted to let you know that there was an incident with Cornerstone security that has caused us to terminate our agreement with them. We will have a new company starting tomorrow, and they employ security guards with similar training and standards to Cornerstone.

Yesterday, a man came into our BottleDrop and asked to use the restroom. Our employee gave him access. He was calm and not causing any issues. Shortly afterwards, one of the Cornerstone guards contracted by TMT Development came into the center and described the man, asking where he was. The Cornerstone guard demanded our employee open the bathroom door and remove him. Our employee refused, saying the man could finish using the restroom first. At that point, the Cornerstone guard contracted by OBRC came over to assist the Cornerstone guard contracted by TMT.

The TMT guard then demanded the key to our restroom from our employee, who complied, and the TMT guard opened the bathroom door. Both Cornerstone guards entered the bathroom and forcibly removed the man, and forced him through the BottleDrop and out the exit. In the course of doing so, they did not give him a chance to leave under his own volition, and they bent the man's arms behind him, clearly causing him pain. The man was calm and compliant, despite being in pain. They took him outside and pushed him against a vehicle. They did not transfer him to law enforcement.

Video evidence reviewed by our employees and management substantiates this account.

We were later informed that the man had a trespass against him on TMT property for reasons unrelated to BottleDrop. While that may be the case, it is unacceptable for Cornerstone security contracted by TMT to come on to OBRC-leased premises and treat an individual in this manner, especially when he is not currently causing a disturbance. Moreover, both Cornerstone guards could have waited for him to finish in the restroom, and given him a chance to leave peacefully. If they were making an arrest, the correct action would have been to call the police. Their actions may be in violation of standards set by DPSST.

We hope TMT will review best practices with Cornerstone and ensure incidents like this do not happen again. Cornerstone, and by extension TMT, must abide by our lease agreement, and all standards set by DPSST.

Please let me know if you have any questions.

Thanks,
Jules

Jules Bailey

Chief Stewardship Officer and Director of External Relations
[Oregon Beverage Recycling Cooperative](#)
3900 NW Yeon Ave. Portland, OR 97210



Cornerstone Security Group
operations@cornerstonesecurity.net
(503) 490-6175

Cornerstone Security Group met with TMT on July 7th, 2020 to discuss the current progress of the Delta Park Center and make adjustments as needed. One of the primary topics of discussion was TMT's Zero Tolerance Policy, which is a TMT policy used on all of their properties, and not exclusively for Delta Park Center. The meeting was represented by CSG Owner Matthew Cady and Director Rance Harris, and TMT Property Manager Henry Hornecker and Maintenance Manager Brian Hug.

The guidelines set forth by TMT for the Zero Tolerance Policy were as follows:

Any activity by a person, or persons, that is not a family friendly action is not tolerated and must be ended immediately or be trespassed/removed from the property.

Examples of Zero Tolerance Policy Violations put forth by TMT are: walking across the grass and landscaping, being behind buildings and unauthorized areas in which there is no business to conduct, cutting through the property by means of going through fencing/landscaping, littering such as throwing cigarette butts on the ground, loitering, illegal dumping, trash rummaging, urinating/defecating in public, use of controlled substances, public disruption, disorderly conduct, violence, illegal parking/camping, persons parking in other tenant parking spaces for the purpose of fraudulently returning bottles/cans from out of state (Washington).

TMT's stance for all above examples was for those persons to be immediately trespassed and removed from the Delta Park Center.

Cornerstone Security Group's stance was that, when applicable, a warning should be issued rather than immediate trespass so as to be in compliance with directives from the Oregon Department of Public Safety, Standards, and Training.

DPSST states that, when contacting a person, the officer needs to do the following: Make contact with the offending person(s), using clear and concise communication, offer a greeting, identify yourself, advise the reason/purpose for contact, educate on the correct course of action, and action needed, thank the person(s) for their level of cooperation, and end contact.

Enforcing TMT's Zero Tolerance Policy on its face doesn't allow Cornerstone Security Group the opportunity to comply with DPSST regulations and puts both Cornerstone Security Group and TMT in an awkward position that could result in liability due to strong push back from the general public. While taking a strong stance/heavy handed approach on the above listed activities works, it cannot be a linear approach without flexibility. Cornerstone Security Group's professional stance, is that the correct course of action needs to be educating the subject, and offering the subject the opportunity of corrective action. This should be conducted at the discretion of the contacting officer, and the situation at the time.

The information herein is to be considered confidential and proprietary.

TMT 1167

Exhibit 14

Cornerstone bodycam footage from September 29, 2020, which is viewable at <https://vimeo.com/932684333> and will be provided to the Court via USB drive.

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Oregon & Washington State Bars

dgrim@brownsteinrask.com
503.412.6712

September 30, 2020

Advance copy via email: bonnie@richardsonwright.com

Ms. Bonnie Richardson
805 SW Broadway
Fox Tower, Suite 470
Portland, OR 97205

Re: TMT Security Bill to Oregon Beverage Recycling Cooperative ("OBRC")

Dear Bonnie:

As I believe you are aware, OBRC paid the April, May and June security bill assessed by TMT under protest and with a reservation of all rights. OBRC will not pay the most recent security bill from TMT for the reasons outlined in this letter.

OBRC believes the charges are unreasonable; the lease only allows reasonable charges to be levied against OBRC. OBRC believes both the amounts of the charges and the processes and procedures followed by TMT are unreasonable. In addition, these burdensome bills in fact use the pretext of the charges for security measures as a cloak for their actual intent, which is to constructively evict OBRC.

We agree with our client and suggest that the parties meet to try and resolve these issues, or enter into mediation to try and resolve the issues without litigation.

The limitation to "reasonable charges" introduces an objective standard in the contract. The term reasonable places a limit on discretionary power or the effect of overly strict obligations. Where it limits the exercise of discretionary power, it requires that a party is able to explain its performance (or failure to perform as expected). Accordingly, we believe TMT has the burden of proof to show that its actions and charges are reasonable.

Where the term reasonable is included with the aim of reducing the 'harshness' of strict contract clause, it introduces a commonsense approach to the interpretation of what may normally be expected from a party's performance. The standard of

'reasonableness' is one that is usually determined by reference to a well-informed third party with the same expertise acting under the same circumstances.

"Reasonableness" is meant to be vague, because what is reasonable in one case or contract or industry is not always reasonable in another. Generally, though, courts interpreting reasonableness take into account normal practices in the geographic area, in the subject industry, and between similarly situated parties.

If one party looks like they are trying to unjustly enrich themselves, ask for something that is not fair, moderate and sensible, or undermine the relationship and the contract itself, the action is most likely going to be unreasonable.

The term "reasonable" is necessarily subjective. What is considered reasonable depends on the surrounding circumstances, especially whether quick action is essential. As one court observed, "The term ['reasonableness'] embodies a concept, not a constant. It cannot be usefully defined in order to evolve some detailed formula for judging cases."

These legal standards hint at what reasonable means, but do not define it, except by reference to "good faith and fair dealing." "Good faith" is defined in the Uniform Commercial Code as "honesty in fact." So, reasonable is generally understood to be action or conduct that is guided by honesty, fairness and the facts and circumstances of the particular situation. It also means that TMT may not foster negative behaviors that undermine the relationship and the contract itself.

In that regard, it is clear that the enormously expensive security measures are a sham and that TMT is trying to constructively evict OBRC in violation of TMT's duty of good faith and fair dealing. Simply stated, "constructive eviction" is often connected with the abandonment of a premises due to a landlord's act or failure to act that substantially interferes with or permanently deprives a tenant from using its leased premises. It is also used with respect to actions by a landlord which appear intended to drive out a tenant. In this case the unreasonable security measures are a landlord's actions, in breach of the lease, these actions are egregious, violate TMT's duties and obligations, and have a significant effect on a OBRC's ability to use and enjoy its premises.

Since these pretextual charges are a breach of the lease terms of good faith and fair dealing, and the true issue is the breach of the lease by TMT, the purported Dispute Limitations of Section 5.4 are not applicable to this matter. Section 5.4 only applies to a charge that is for a legitimate good faith purpose, not to a charge that is being used by TMT to force a legal tenant to leave the premises. A landlord cannot do something indirectly that they are not permitted to do directly.

In this case OBRC is entitled to have quiet enjoyment and possession of the premises during the continuation of its term, and the unreasonable conduct of TMT is specifically intended to force OBRC to leave – something that TMT has previously attempted.

TMT's actions constitute substantial interferences with the OBRC's possession of the premises and both renders the premises unfit for the purpose for which OBRC entered into the lease and deprives OBRC of the beneficial enjoyment of the property. TMT's harassment culminated in its wrongful declaration of default earlier this year and since that time TMT has expanded and enlarged its unreasonable demands, threats, and insults, which courts have held can form the basis for a constructive eviction claim.

TMT's hostility and attempt to evict OBRC have continued for years. That hostility led to the 2017 unsuccessful lawsuit by TMT to evict OBRC and continues in connection with the current attempted constructive eviction.

The hostility and other indications show that TMT is actually using the unreasonable armed security charges merely as a pretext for the real intent: constructive eviction. This is demonstrated in numerous written and oral communications.

By way of example, the email from Vanessa Sturgeon of TMT sent Friday, March 27, 2020 2:29 PM demanding armed security contains several inaccurate and misleading statements (emphasized below):

Unfortunately, this situation is beyond the pale in terms of the other types of impacts we are seeing with Covid. It is creating a dangerous situation for the entirety of the shopping center.

We suggest that you immediate deploy armed security to manage this situation (we have a team but your store needs its own team as some of your customers are armed).If you need a referral please let us know. We would also suggest that you employ your own cleaning team.

In the meantime, we are exploring legal remedies to shut down this store. This situation has become combustible, it is only a matter of time before someone is hurt or killed here.

Additional evidence is contained in an email sent by Henry Hornecker with TMT, Tuesday, July 7, 2020 3:14 PM which includes the following inaccurate and misleading statement:

“The crowds specific to Bottle Drop were a consequence of OLCC's closure of various retail redemption centers further compounded by OBRC' s decision to continue operating at this location despite its lack of capacity to do so.”

In fact, our client, had, and still has, the capacity to operate in accord with the law, and the lease. In response to TMT's unreasonable bad faith demands, our client proposed numerous reasonable alternatives but TMT refused to even discuss them.

TMT has unilaterally instituted security measures that are clearly unreasonable and are actually intended to force OBRC to vacate the premises.

The following is an outline of the issues that we believe exist.

First, we read the Governor's Executive Orders to apply to TMT as an entity in control of indoor and outdoor space. Accordingly, TMT has an affirmative duty to reasonably set and enforce its own rules for social distancing. Because TMT is bound by the Governor's Executive Orders, TMT also cannot interfere with a tenant's reasonable efforts to comply with the social distancing requirements of the Governor's Executive Orders. We point out that TMT's actions are further required to not be discriminatory or target a vulnerable population either intentionally or in effect.

Second, it is our understanding that TMT hired its own armed guards and then also required OBRC to hire an armed guard. Subsequently and without discussion with OBRC, TMT billed OBRC. We do not believe that armed guards are reasonable, and in fact they are counterproductive. It is our understanding that TMT specifically asked OBRC to pay for one armed security person. OBRC reluctantly agreed and has been paying that cost. That cost is apparently not included in the bill sent by TMT, but it is the only amount that was discussed. Without notice, TMT began sending exorbitant bills to OBRC for unneeded security services.

OBRC does not use armed guards at any of its other locations, some of which have similar customer profiles to the location owned by TMT. Unarmed security officers can be less threatening to visitors and become more of an ambassador for the property while still offering a proactive security solution. An unarmed security guard can still provide a similar level of deterrence as an armed guard, but it avoids the escalatory effect of an "intimidation" factor that results from armed guards.

If the purpose, or the result, of using armed guards is to intimidate the patrons of OBRC it is prima facie unreasonable and shows that the actual intent of TMT is to dispossess OBRC from its lawful tenancy

The goal of using unarmed guards is deterrence and apprehension. The unarmed guards remove the risk of extreme force but provide substantially the same level of services. They can observe and report issues to local law enforcement and property managers as necessary. An unarmed guard is a friendlier and more approachable authority figure that can provide assistance and protection of patrons as well as security of property.

By having an unarmed authority figure on-site, it's possible to deter illicit or unwanted activities without unnecessary risk, intimidation, or liability. Settings that are almost always handled by unarmed security guards include shopping plazas, malls, department stores, and public plazas. In general, it is much more common for businesses to have unarmed guards than armed guards. In addition, public sentiment against armed guards has increased dramatically in the past months.

Accordingly, TMT's insistence on armed guards is unreasonable both in terms of a response to issues and in light of the vastly increased cost of armed guards. OBRC asserts that all of the guards should be unarmed.

Third, OBRC believes all reasonably needed security guards required to be there solely for OBRC operations should be directly paid for and controlled by OBRC without interference from TMT security. It is our understanding that there have been several instances of conflict between TMT's Cornerstone security guards and OBRC.

Examples include, but are not limited to:

-- April 30, 2020 line confusion - Cornerstone lets people in who weren't following line protocol resulting in conflict and confusion.

-- May 5, 2020, when Cornerstone rushed into the OBRC facility and demanded they open the bathroom. It is our understanding that this involved very aggressive behavior. OBRC has an email chain about this incident and how Cornerstone's actions were not appropriate.

-- May 18, 2020 Cornerstone overriding BottleDrop policies - lines and maintaining. Told customers to see if they could get in and had a rush at the door. Cornerstone ends up shoving customer and twists arm of another customer.

OBRC believes that Cornerstone's antagonism and use of unwarranted force are problematic and unreasonable, and actually intended to discomfit, annoy and interfere with OBRC's operations. OBRC further believes that coordinated security is more reasonable than the current use of two different companies. OBRC believes all reasonably needed security guards should be directly selected, paid for and controlled by OBRC.

Finally, OBRC believes that all of TMT's actions outlined in this letter are contrary to the lease, that the processes and procedures followed by TMT in separating the lines and requiring marches across the parking lot are not reasonable and in fact are intended to intimidate both OBRC's patrons and OBRC staff.

Attached to this email are three videos of incidents that were recorded that demonstrate that Cornerstone's officers are using excessive force and interfering with OBRC's lawful use of the premises.

On its face TMT's policy appears to interfere with reasonable solutions to social distancing problems by targeting OBRC in order to force OBRC to move.

The problems at Delta Park are not unique. The majority of shopping centers in Oregon and throughout the country have adopted procedures to deal with social distancing requirements. They have not resorted to armed guards, and forced marches across the parking lot for the patrons of their tenants. In the majority of cases the shopping center management has encouraged and allowed the use of common area for use of the lines. We believe the procedures enacted by TMT are unreasonable and intended to be both intimidating and burdensome to OBRC's patrons.

We have all seen numerous photographs that evidence the fact that well before masks were required ordered lines were found to be reasonable, and often exceeded the length of the store front of a tenant and went on to sidewalks of other businesses, and even into parking structures for example. The use of chalk and tape, signage and distance markers to delineate social distancing points has been almost universally adopted as acceptable in shopping plazas acting under the same circumstances. TMT's adamant refusal to adopt reasonable policies indicates that their actions are not a legitimate, nondiscriminatory reasonable policy, but a pretext for pressuring OBRC to leave its premise.

TMT made the demands that OBRC change its operational practices in a way that is detrimental to OBRC customers and costly for OBRC. Because there was no immediate safety issue and out of concern for its customers, OBRC declined to follow that operational demand, but instead offered alternative ideas to alleviate any genuine safety issues and the unsightliness with which TMT was concerned.

Rather than accept any of these reasonable suggestions, TMT made an operational decision for OBRC and forced customers to line up across the parking lot in a place that is inconvenient for customers and is costly to manage. TMT is now billing OBRC for the cost of that management through expensive, armed security. TMT should not have the ability to make de facto operational decisions for OBRC, and to execute those decisions in a manner that is not cost effective.

By way of example, it is our understanding that OBRC suggested that the line be snaked around behind the Recycling Center and the empty space beside the Recycling Center so that the line would not be in the parking lot, or require walking across the parking lot. This also would allow fewer security guards to manage the line while hiding the majority of the line from view from the parking lot and other tenants. It is our understanding that TMT refused. Given the facts and circumstances we do not believe TMT's refusal to that proposal was reasonable and TMT intended to deprive OBRC of the use and enjoyment of the leased premises. As you are aware, the evidence of this intent need not always be overt and direct. Courts have held that the requisite intent

may be inferred from the character of the landlord's acts if their natural and probable consequences are such as to deprive the tenant of the use and enjoyment of the leased premises.

In summary, OBRC is refusing to pay the most current bill for security for all of the above reasons.

We look forward to resolving these issues.

Yours truly,



DOUGLAS R. GRIM

DRG:seb

c. John Andersen
Troy Ballew
Jules Bailey
Stephanie Marcus

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December 31, 2020

Advance copy via email: bonnie@richardsonwright.com

Ms. Bonnie Richardson
805 SW Broadway
Fox Tower, Suite 470
Portland, OR 97205

Re: Issues related to Delta Park Redemption Center

Dear Bonnie:

We have reviewed your letter of October 22, 2020. We appreciate that your letter ends with a request for proposals that Oregon Beverage Recycling Cooperative ("OBRC") may have.

You are undoubtedly aware that tension has escalated again between our clients. It is our understanding that on or about Tuesday December 22, 2020 TMT changed its policies in handling the overflow line queuing at Hayden Meadows Drive.

On or about that date Cornerstone told OBRC guards and staff that it was OBRC's responsibility to handle the line and began taking pictures of the line forming towards Lowe's. As you know, OBRC has no duty to enforce what it believes to be an inhumane unreasonable policy with respect to its customers.

No one from TMT had reached out to OBRC with any notice of the changes and this caused confusion onsite. On Tuesday morning, Stephanie Marcus of OBRC was notified by OBRC's Loss Prevention Manager about the confusion and questions on changes with line queuing.

As could be easily foreseen, without Cornerstone managing the line along the street, OBRC customers lined up along the sidewalk area and towards the Lowe's.

Stephanie reached out to TMT Property Manager, Marc via email and the exchange printed on the attached EMAIL EXHIBIT occurred over the next few days.

It is our understanding that the actions of Cornerstone differ from what TMT is telling OBRC.

For example, on December 23, 2020 Jeremy Grahn, Corporate Manager of Loss Prevention for OBRC/BottleDrop, received a call from Kenny Kaster, Area Loss Prevention Supervisor at 11:45AM. Kaster told Mr. Grahn he was on his way to the Delta Park Redemption Center (RC) because of an incident involving a customer and Cornerstone Security which was reported to him by OBRC Security Guard Damian Schexnayder.

Damian reported that a female customer attempted to enter the RC and was stopped by Cornerstone Security because she was trespassed from the property. Damian reported that the female became verbally aggressive and pushed her way past the Cornerstone Officers to get into the building.

Damian then said a female RC staff member also told the female that she couldn't be there because she had been excluded by BottleDrop also.

The female reportedly used more foul and aggressive language (it was not reported what she said) and allegedly spit at one of the Cornerstone Officers, at which point they took her to the ground and detained her.

The Cornerstone Officers directed Damian to call 911, which he did. Damian also told Kaster that Portland Police had requested a supervisor present; at the time, it was not clear if they were requesting a supervisor from Cornerstone or OBRC.

Kaster called Grahn back at 12:17PM and informed Grahn that Kaster arrived at the RC while police were still on the scene. Kaster interacted with a Portland Police Officer who clarified that they wanted to speak with a Cornerstone supervisor, not someone from BottleDrop.

Kaster inquired as to why that was, and was told by the Officer that they (Portland Police) have had several incidents with Cornerstone Security where Cornerstone had unnecessarily escalated the situation.

The Portland Police Officer said Cornerstone will often be escorting someone to the edge of the Delta Park complex and will react when that person says something to incite them.

Per the Officer, Cornerstone will react aggressively and then call Portland Police resolve the situation they helped to create.

Apparently either Portland Police and/or its Officers have called the Department of Public Safety Standards and Training (DPSST) on Cornerstone's behavior and practices more than once. The Officer then said Portland Police have begun asking for a Cornerstone supervisor any time apparent excess use of force is used so they can explain and justify why that level of force was used.

On December 29, 2020 the OBRC Guard on shift at Delta Park also reported there were issues with the line. Cornerstone was again not managing the line on Hayden Meadows which was causing long disruptions and unhappy customers when they finally got to the OBRC building.

Cornerstone's actions in neglecting TMT's imposed rule about the line went on much of the day, and became very disruptive when OBRC got busier late morning. The Guard said Cornerstone will show up at Hayden Meadows to send some people to the RC, then leave and show back up later at either Hayden Meadows or near the RC. It appears that today TMT did not have a person effectively controlling line management that TMT implemented against the express request of OBRC. As noted above, OBRC has no duty to enforce what it believes to be an inhumane unreasonable policy with respect to its customers. OBRC guards need to stay in front of the building in our designated area.

First, I would like to talk with you and have a telephone discussion. There were several emails after my letter dated September 30, 2020 that indicated that such a discussion might happen, but it did not take place. I believe it could be beneficial for the two of us to explore some proposals, including, but not limited to, non-binding mediation.

Second, given the current back up in the courts, we suggest that if mediation does not resolve these matters the parties arrange for arbitration.

As I believe you are aware, OBRC paid the first bill from TMT for dedicated armed security guards under protest. Since that time OBRC has not paid any of those bills and OBRC has advised TMT that OBRC will not be paying any more towards the security bills until and unless these matters are resolved. That includes, but is not limited to, the most recent security bill.

In addition, we believe you are aware that OBRC released the armed guard, which it hired only because of TMT's insistence on having one, effective December 1, 2020. OBRC will still have at least one unarmed guard on-site during all business hours and at peak times, OBRC may have two unarmed guards on-site.

The most recent billing from TMT to OBRC includes one 24/7 guard, and 2 guards from 8 am to 6 pm and demands payment of \$49,200.00 for that month. In contrast, the 2 unarmed security guards that OBRC has cost less than \$10,000.00 per month.

As you are aware, OBRC is not just concerned about the great expense of numerous armed guards, but is **disturbed by the fact that the armed guards presently on site cause matters to escalate as they interact with those who use OBRC's facilities.**

As indicated in the videos we sent you with the September 30, 2020 letter, **the interventions appear to immediately use excessive force and rather than resolving issues this use of force intensifies conflicts.** Even highly trained police officers often overreact as has been repeatedly demonstrated in the prolonged protests in Portland.

This is supported by the above reported incident of excessive force on December 23, 2020 and the information from the Police Officer that the Department of Public Safety Standards and Training (DPSST) has been called by them on Cornerstone's behavior and practices more than once.

There is considerable evidence that the presence of a firearm also may escalate a situation. Studies show that the likelihood of a violent event occurring during an incident increases greatly when an armed guard is present. (See e.g. Duncan, B. "Five Ways the Armed Guard Industry Is out of Control." Revealnews.org, posted May 4, 2015. <https://www.revealnews.org/article/heres-whats-wrong-with-the-us-armed-security-industry/>) The risk of having a gun taken from an armed security guard is also quite high. Twenty-three percent of shootings in emergency rooms involve someone taking a gun from a security guard, according to The New York Times, which cited a study by Gabor Kelen, MD, director of emergency medicine at Johns Hopkins Medical School.

Simply giving a security officer a firearm and putting him or her out there is a recipe for disaster. It also appears as if some of the current security officers are attempting to provoke a response rather than resolve incidents.

Defusing tension and conflict is critical to avoid violence. It is critical that force be the absolute last resort, and that does not seem to be the case at this time. Resolving conflict through verbal and non-verbal communication is an approach that has proven effective in managing threats and reducing the threat of violence.

OBRC disputes the need for armed officers at all, disagrees with the policies and procedures that TMT has implemented, as well as the performance of the current guards.

The treatment of the OBRC customers by TMT and its agents has also received the attention of concerned citizens. Sam Adams has reached out to OBRC to express his concern for the people who are being forced to wait on the public sidewalk to return bottles and cans at Delta Park and offered to assist OBRC in working to resolve this treatment which Sam Adams labels as inhumane.

OBRC does not believe, and has never believed, that using armed security to force people to line up on the public sidewalk, over 450 feet away from the entrance to the

BottleDrop and across a busy parking lot, is a humane and logistically workable solution.

Even with better weather, it makes social distancing nearly impossible, and requires OBRC customers, many of whom are disabled or elderly, to carry heavy bags across the parking lot.

OBRC has received numerous complaints from customers. OBRC also expressed these concerns to TMT before they implemented this process and told them it would make the situation worse, which it has.

OBRC has several other busy centers, including those OBRC leases at 122nd and Glisan and its Milwaukie locations, where the landlords have not insisted on undermining the efforts to accommodate the special conditions of the pandemic. At those locations OBRC is able to offer amenities to waiting customers including port-a-potties, wash stations, and limited shelter.

These are important for many OBRC customers who have no choice but to wait given the challenges of retail closure and COVID demand. OBRC used to offer some amenities at the Delta Park location, but OBRC is no longer able to do so because people aren't allowed to line up next to the facility because of TMT's unreasonable actions.

If OBRC customers were allowed to line up at its facility and into the unused grass area adjacent to its leased area, as they have done for years, OBRC would be able to offer them much more during this difficult time. OBRC has repeatedly advocated for winding the line around behind the RC and TMT has unreasonably refused. If OBRC could use the area behind its RC then most issues related to alleged unsightliness of waiting persons would be resolved and control of the line would be greatly enhanced.

We agree with Sam Adams that this current situation is inhumane. As we have advised you before, we read the Governor's Executive Orders to apply to TMT as an entity in control of indoor and outdoor space. Accordingly, TMT has an affirmative duty to reasonably enforce the rules and practices contained in those orders. Because TMT is bound by the Governor's Executive Orders TMT also cannot interfere with a tenant's reasonable efforts to comply with the social distancing requirements of the Governor's Executive Orders. We point out that TMT's actions are further required to not be discriminatory or target a vulnerable population either intentionally or in effect.

In its further efforts to resolve issues, OBRC is working with Trash for Peace to have additional redemption options in Portland. OBRC just funded a project to double their capacity for 8 weeks to get through retail redemption closure.

It is our understanding that Trash for Peace provides bulk container return service by the Steel Bridge and in the Central Eastside, which prevents many people from having to come to Delta Park in the first place.

We look forward to a non-judicial alternative to resolving these issues.

Yours truly,



DOUGLAS R. GRIM

DRG:seb

c. John Andersen
Troy Ballew
Jules Bailey
Stephanie Marcus

EMAIL EXHIBIT

From: Stephanie Marcus <SMarcus@obrc.com>
Sent: Tuesday, December 22, 2020 10:30 AM
To: Marc Wilkins <Marc@tmtdevelopment.com>
Subject: Cornerstone- Coverage

Good Morning Marc,

I received a call from our Corporate Manager of Loss Prevention this morning with questions on changes that were happening at Delta Park. OBRC security guards had reached out with questions on what was happening with Cornerstone and line management at Delta Park. They reported that Cornerstone guards were no longer at Hayden Meadows Drive queuing the line which was past request/expectation of TMT. All employees onsite were unsure of what changes happened and if there was any communication about a change in line queuing. I thought it would be best that I check in with you on any decisions or changes that may have been decided by TMT. Please let me know, so I can communicate with my team on expectations and how to make any transitions and changes as smooth as possible for our customers and other tenants in the building complex. Unless OBRC hears differently, we will allow and manage line to form on sidewalk located near our building entrance.

Thank you,

Stephanie Marcus
Director of BottleDrop Operations
[Oregon Beverage Recycling Cooperative](#)
3900 NW Yeon Ave. Portland, OR 97210
O: (503) 542-0756 | M: (971) 258-5515

From: Marc Wilkins
Sent: Tuesday, December 22, 2020 11:07 AM
To: Stephanie Marcus <SMarcus@obrc.com>
Subject: RE: Cornerstone- Coverage

Hi Stephanie,

Thank you for bringing this to my attention and I can confirm the following:

- We have gone from two (2) Cornerstone security officers to one (1) Cornerstone security officers
- This one (1) security officer is still responsible for the Bottle Drop overflow line. Their should be no change to where the line forms, etc.. The only change is going from two (2) security officers to one (1)

However, after speaking with Cornerstone today, they indicated that yesterday your security guards had the line formed near your entrance, is that correct? Again, where the line forms should not have

changed and the one (1) Cornerstone security officer is still responsible for the overflow line. Can you ensure your security guards are allowing Cornerstone to manage the overflow line as before?

Please feel free to contact me directly if you have any questions.

Sincerely,

MARC WILKINS | Property Manager
760 SW 9th Avenue, Suite 2250, Portland, OR 97205
D: 503.577.6898 | O: 503.241.1111

OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR IN OREGON 2019
A PORTLAND BUSINESS JOURNAL'S MOST ADMIRER COMPANY 2019

From: Marc Wilkins <Marc@tmtdevelopment.com>
Date: December 28, 2020 at 12:30:36 PM PST
To: Stephanie Marcus <SMarcus@obrc.com>
Cc: Gail Gill <GGill@obrc.com>
Subject: RE: Cornerstone- Coverage

Hi Stephanie,

I hope you had a great holiday weekend.

Regarding the e-mail below, was this addressed on your end?

Also, my understanding is that our Maintenance Manager, Brian, is in regular contact with your Store Manager, is this correct? I believe he's talked to her about the trash left on the premises by your patrons and the prompt removal of shopping carts.

As an example, attached is a photo of trash that was left on-site today at around 9AM and was removed by your security guard I believe.

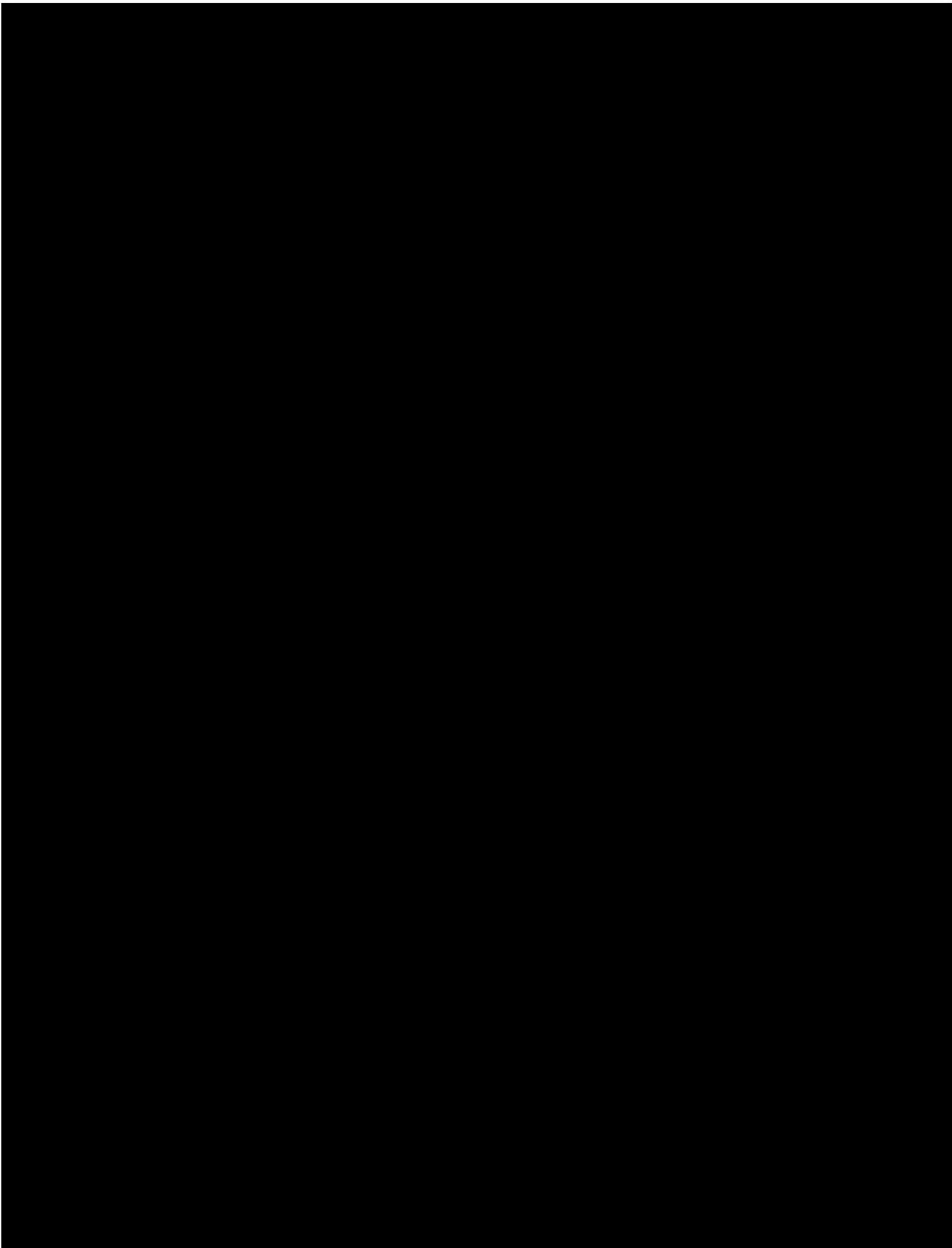
Please let me know if this is not accurate or if information from the Store Manager is not filtering back to you.

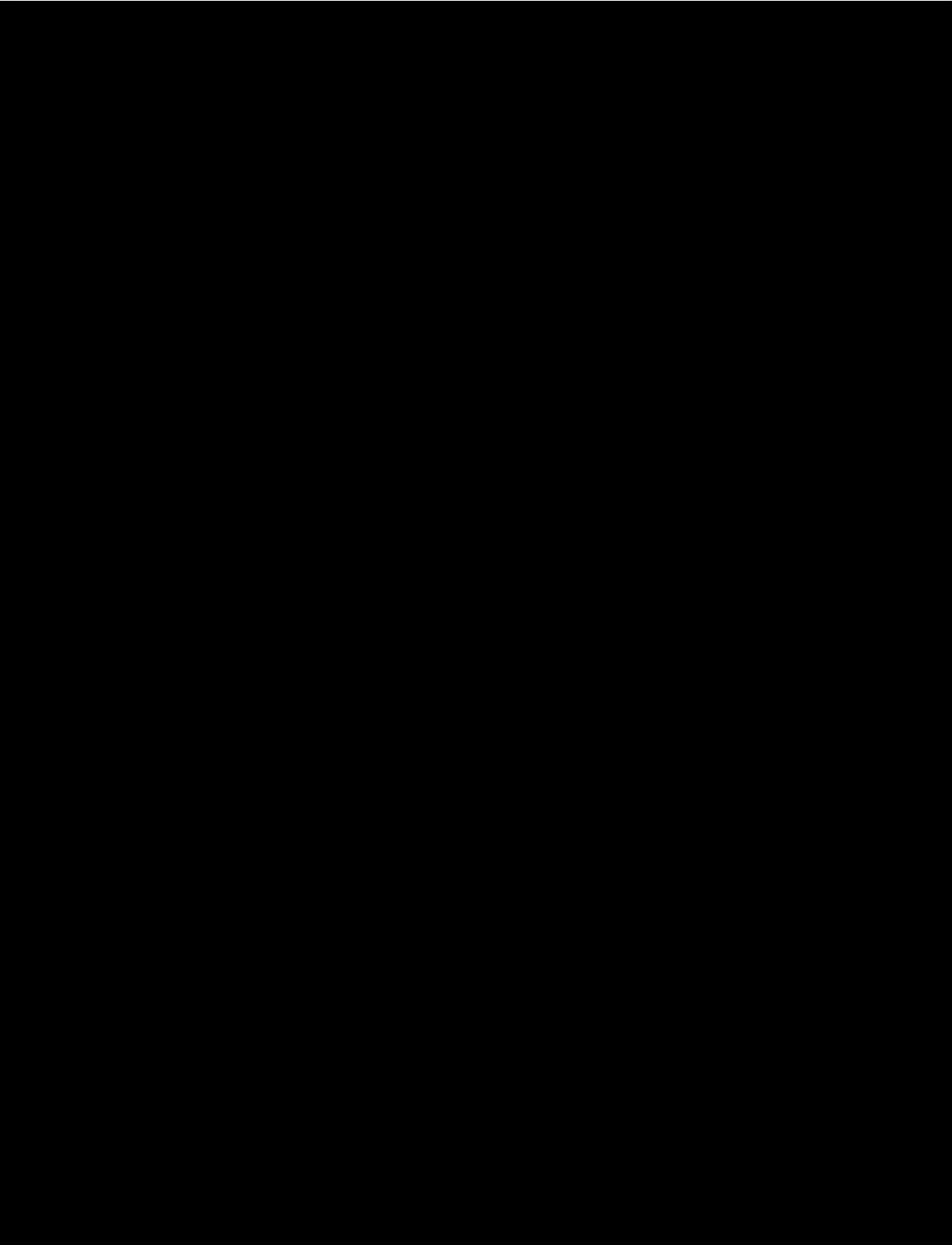
MARC WILKINS | Property Manager
760 SW 9th Avenue, Suite 2250, Portland, OR 97205
D: 503.577.6898 | O: 503.241.1111

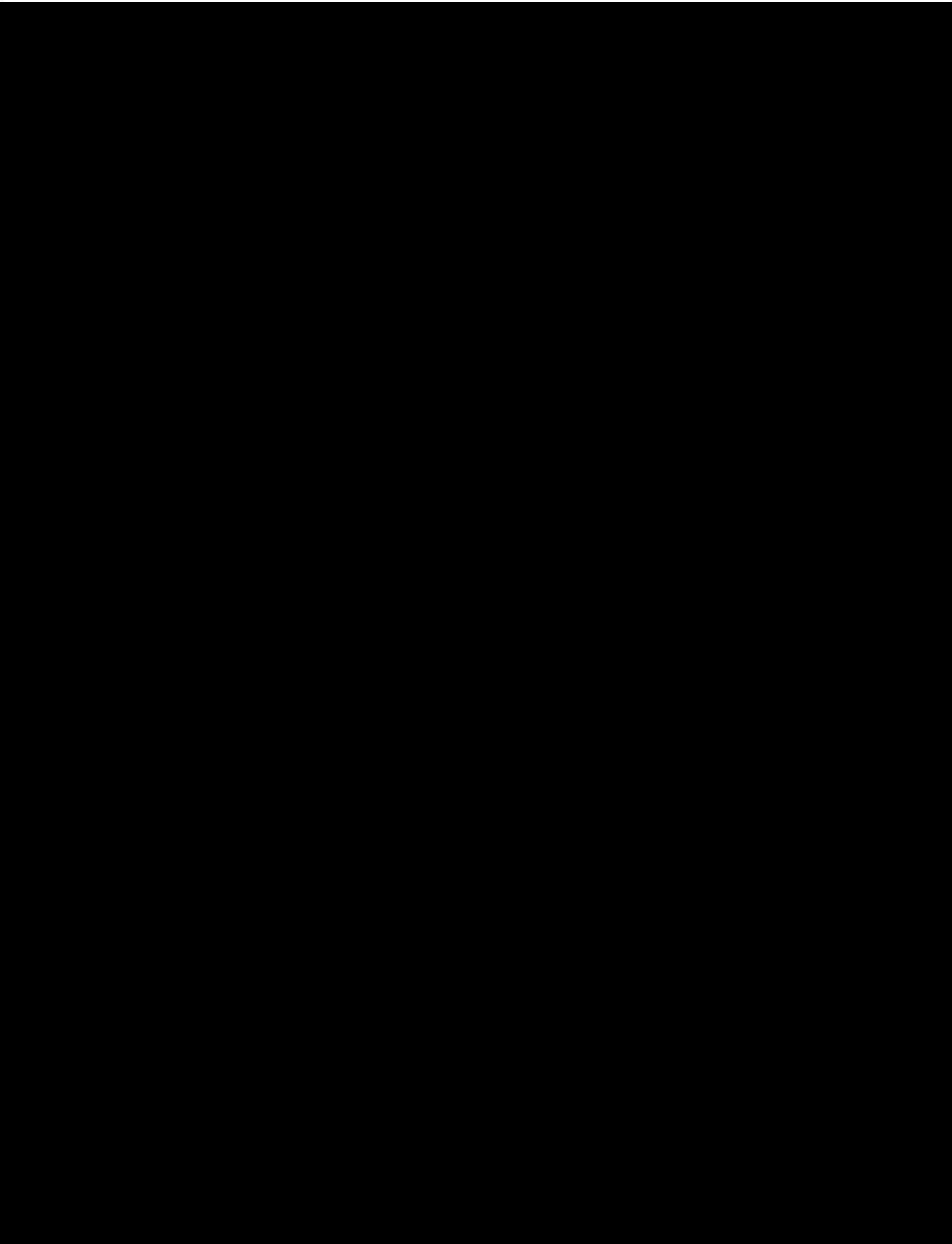
OREGON BUSINESS 100 BEST COMPANIES TO WORK FOR IN OREGON 2019
A PORTLAND BUSINESS JOURNAL'S MOST ADMIRER COMPANY 2019

TMT 0583

Or **FMT 0584**
honesty,







CSG210115-8



Date
Sat Jan 16 2021



Type
Incident



Contributor
Patrick Storms



Location
DELTA PARK CENTER-SITE

Incident(< 05/7/ 2021)

08:11 Patrick Storms

Date & Time

2021-01-15 14:30

LOCATION:

DELTA PARK LOWE'S PARKING LOT

TYPE(S) OF FORCE USED:

NONE

NARRATIVE:

APPROXIMATELY 1430: RECEIVED RADIO FROM OFFICER KUHN THAT SUBJECT WAS TAKING PALLETS FROM BEHIND LOWES, UNAUTHORIZED TO DO SO.

SUBJECT: "FREDDIE" MALE CAUCASIAN APPROX 5'9" 225 LBS BALD, BLUE EYES. WEARING DARK COLORED COAT AND BLUE JEANS. FREDDIE IS A TRANSIENT THAT LIVES ON KERBY AVE.

SUBJECT WAS LOADING PALLETS ONTO TRAILER ATTACHED TO HIS POV.

VEHICLE: RED AND BLACK IN COLOR, 2000'S NISSAN FRONTIER PICKUP WITH CANOPY. OR PLATE 546 JKS. SEE PHOTO FOR DETAILS.

OFFICER KUHN HAD OBSERVED THE SUBJECT BEHIND LOWES. BEFORE HE COULD MAKE CONTACT, SUBJECT HAD ENTERED HIS VEHICLE AND PULLED UP TO LOWES LUMBER YARD ENTRANCE. SUBJECT THEN WENT INSIDE LOWES. ME AND OFFICER KUHN STAGED OUTSIDE NEXT TO HIS VEHICLE AND WAITED FOR SUBJECT TO RETURN.

MADE CONTACT WITH SUBJECT. SUBJECT WAS CALM AND INQUISITIVE, ASKING US "WHAT'S UP?". I TOLD THE SUBJECT THAT, DUE TO MULTIPLE PROPERTY RULE VIOLATIONS IN REGARDS TO UNAUTHORIZED TAKING OF PALLETS, SUBJECT IS EXCLUDED FROM DELTA PARK CENTER FOR ONE YEAR.

SUBJECT STATED HE WAS TALKING TO LOWES MANAGER. I INFORMED THE SUBJECT THAT THE PROPERTY RULE VIOLATION WAS RELATED TO THE OWNER OF THE PROPERTY, TMT DEVELOPMENT, THAT THE SUBJECT WOULD HAVE TO TALK TO THEM. SUBJECT THEN STATED "OH, BRIAN", IN RELATION TO THE GROUNDS MANAGER OF DELTA PARK CENTER. SUBJECT THEN ENTERED HIS VEHICLE AND LEFT THE PROPERTY.

APPROXIMATELY 1437: RETURNED TO OBRC DUTY.

ATTACHMENTS



CONFIDENTIAL

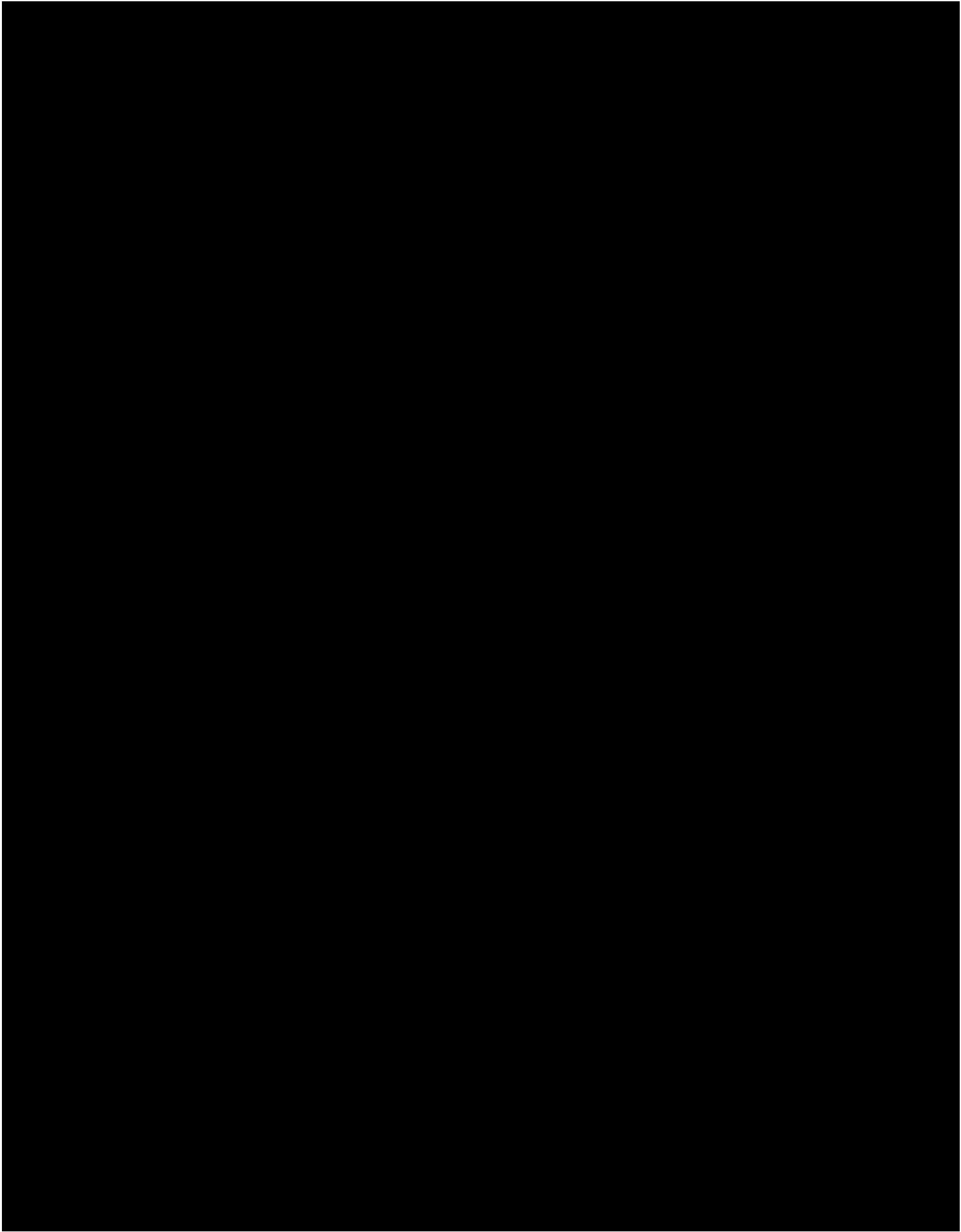
DEF. 1018

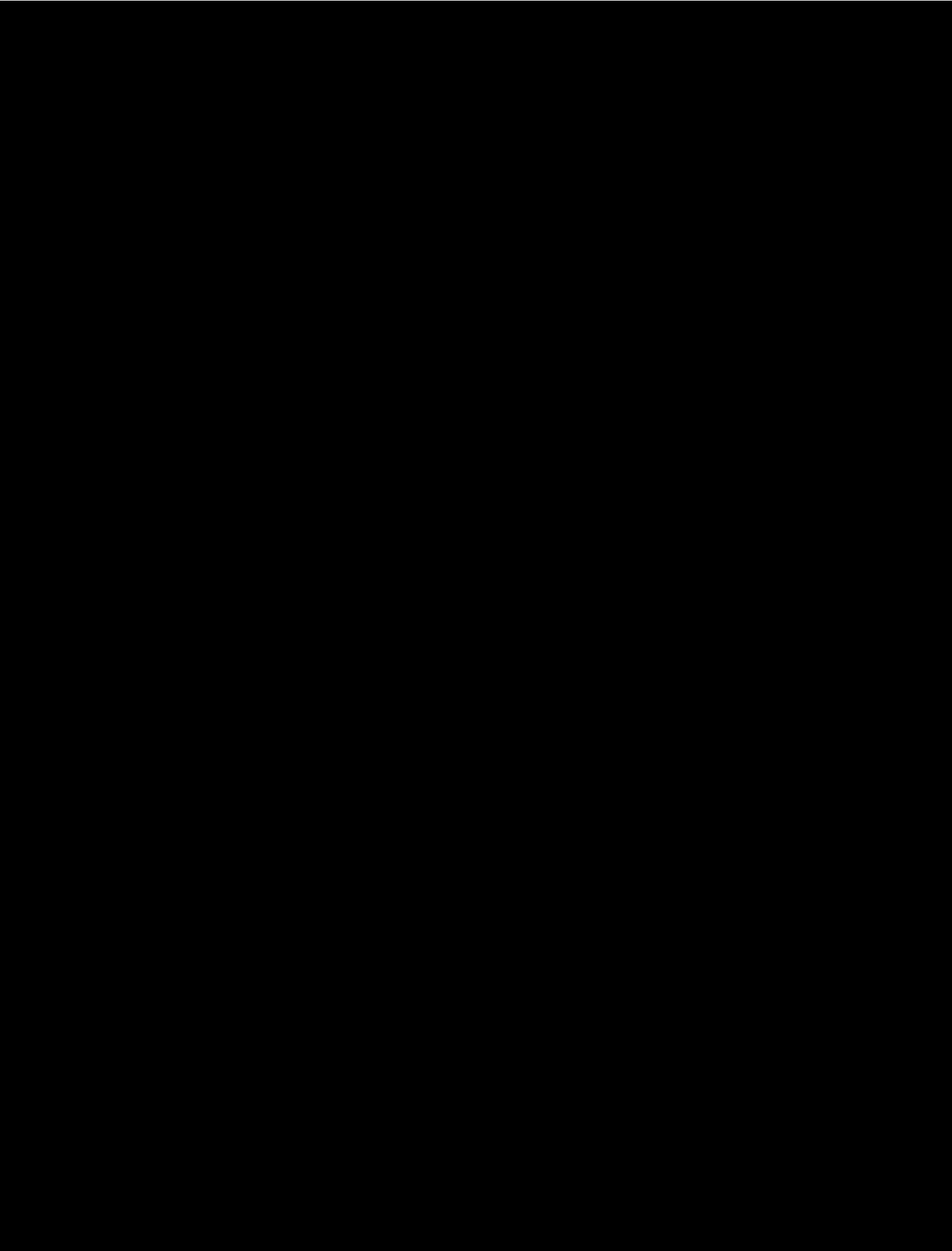
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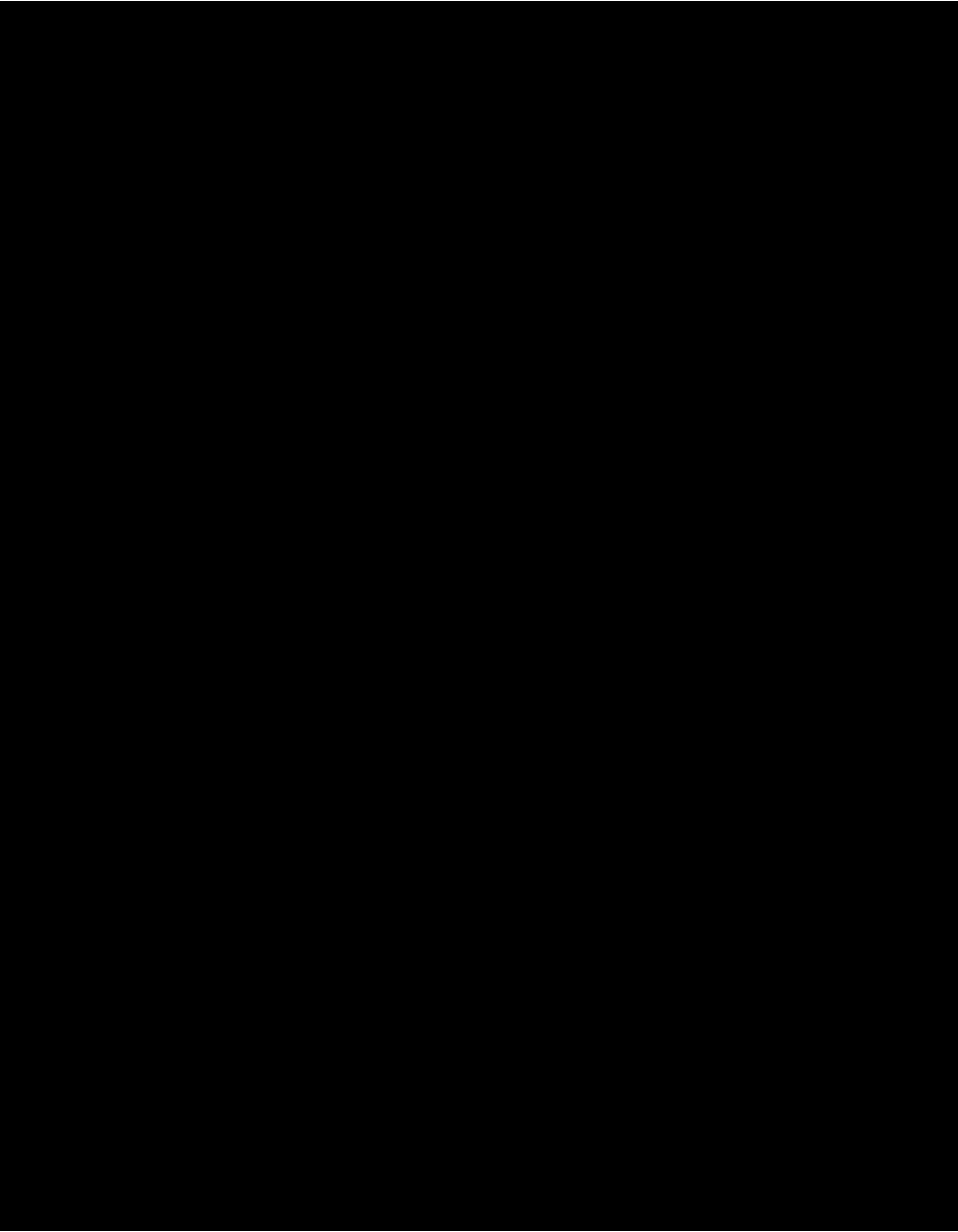
TMT 0924

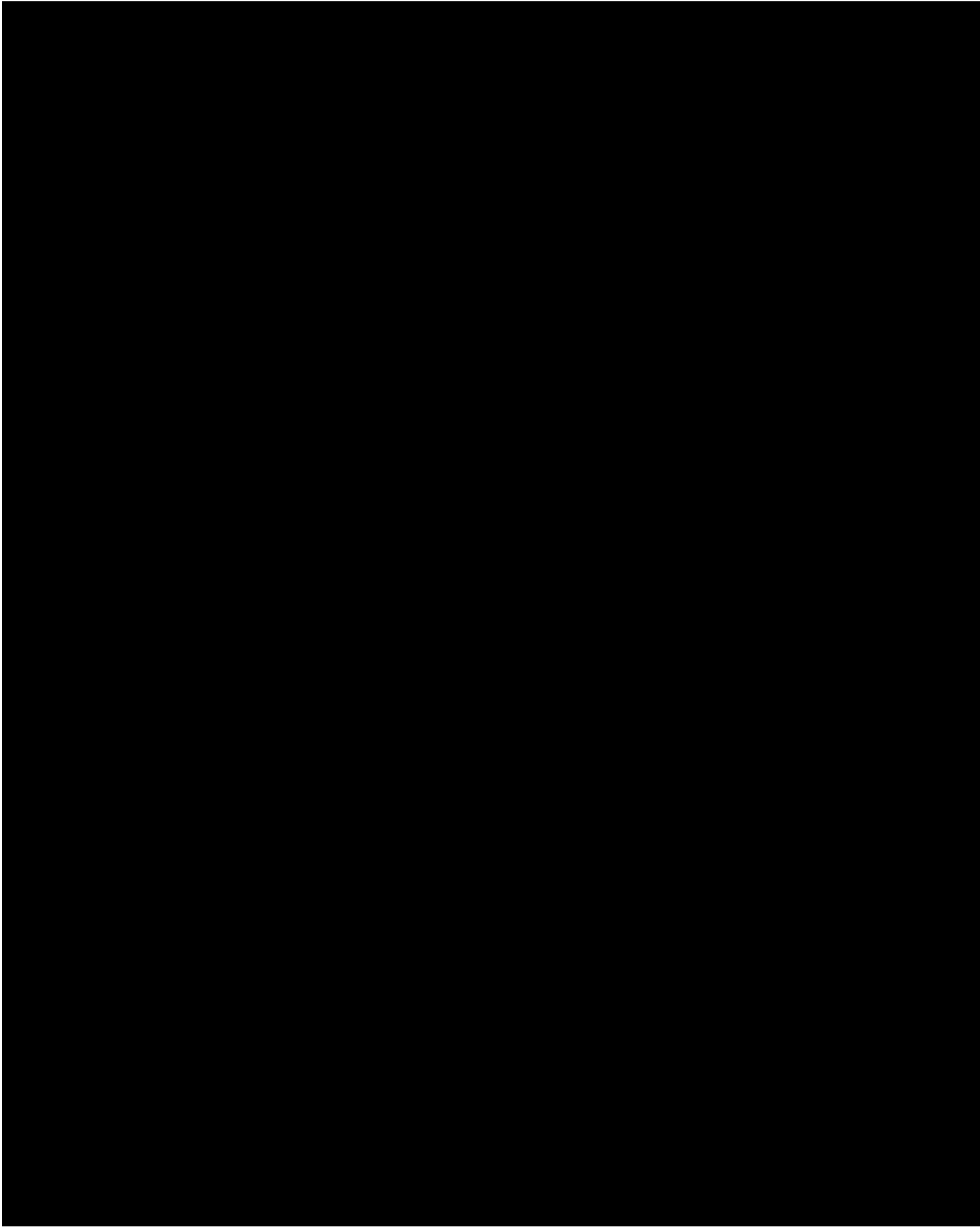
TMT 0925

Exhibit 20
Page 2 of 3









From: Sugahbeare, Laurie <laurie.sugahbeare@store.lowes.com>
Sent: Wednesday, April 7, 2021 12:55 PM
To: marc@tmtdevelopement.com <marc@tmtdevelopement.com>
Cc: Arnce, Ron <ron.arnce@store.lowes.com>; Halverson, John <john.halverson@store.lowes.com>;
Helvey, Michael <michael.k.helvey@store.lowes.com>; Devins, Bernie
<bernie.devins@store.lowes.com>; Bristow, Stephanie <stephanie.bristow@store.lowes.com>;
Fitzgibbon, William <william.j.fitzgibbon@store.lowes.com>; Ferris, Lori
<lori.ferris@store.lowes.com>; Witteborn, Clorycce <clorycce.witteborn@store.lowes.com>; Brown,
Cameron <cameron.brown@store.lowes.com>; Greer, Rick <rick.greer@store.lowes.com>;
Johansen, Jakk <jakk.johansen01@store.lowes.com>; Taylor, Tonya
<tonya.m.taylor@store.lowes.com>; West, Barbara <barbara.west@store.lowes.com>; Rowland,
Diane <diane.rowland@store.lowes.com>
Subject: Pallet Vendor for Lowes 2579, Delta Park

Good Day Marc,

We want to set up a pallet pick up with Pacific Pallets. The Owners name is Freddy Nelson, his phone is 971-353-0177. His trucks are marked and labeled. We would like an official approval from you for him to be onsite and picking up pallets, as we have had issues before.

Please advise if you need any more information.

Laurie

Laurie Sugahbeare
Back End Dept. Supervisor
Lowe's of Delta Park, 2579
1160 N Hayden Meadows Drive
Portland, OR 97217
Store: 503-737-3000
Fax: 503-737-3002

From: Sugahbeare, Laurie <laurie.sugahbeare@store.lowes.com>

Sent: Friday, April 9, 2021 8:40 AM

To: brian@tmtdevelopment.com <brian@tmtdevelopment.com>

Subject: Fw: Pallet Vendor for Lowes 2579, Delta Park

Hi Brian,

I tried to send this to Marc but apparently I have an incorrect email. Please forward to him. We would like to get a thumbs up for our pallet vendor asap.

thanks,

Laurie

Laurie Sugahbeare
Back End Dept. Supervisor
Lowe's of Delta Park, 2579

From: Sugahbeare, Laurie <laurie.sugahbeare@store.lowes.com>

Sent: Friday, April 9, 2021 8:41 AM

To: brian@tmtdevelopment.com <brian@tmtdevelopment.com>

Subject: Re: Pallet Vendor for Lowes 2579, Delta Park

Sugahbeare, Laurie

Wed 4/7/2021 12:55 PM

PULled to the top!

Good Day Marc,

We want to set up a pallet pick up with Pacific Pallets. The Owners name is Freddy Nelson, his phone is 971-353-0177. His trucks are marked and labeled. We would like an official approval from you for him to be onsite and picking up pallets, as we have had issues before.

Please advise if you need any more information.

Laurie

Laurie Sugahbeare
Back End Dept. Supervisor
Lowe's of Delta Park, 2579
1160 N Hayden Meadows Drive
Portland, OR 97217
Store: 503-737-3000
Fax: 503-737-3002

From: Sugahbeare, Laurie <laurie.sugahbeare@store.lowes.com>

Sent: Thursday, April 15, 2021 3:15 PM

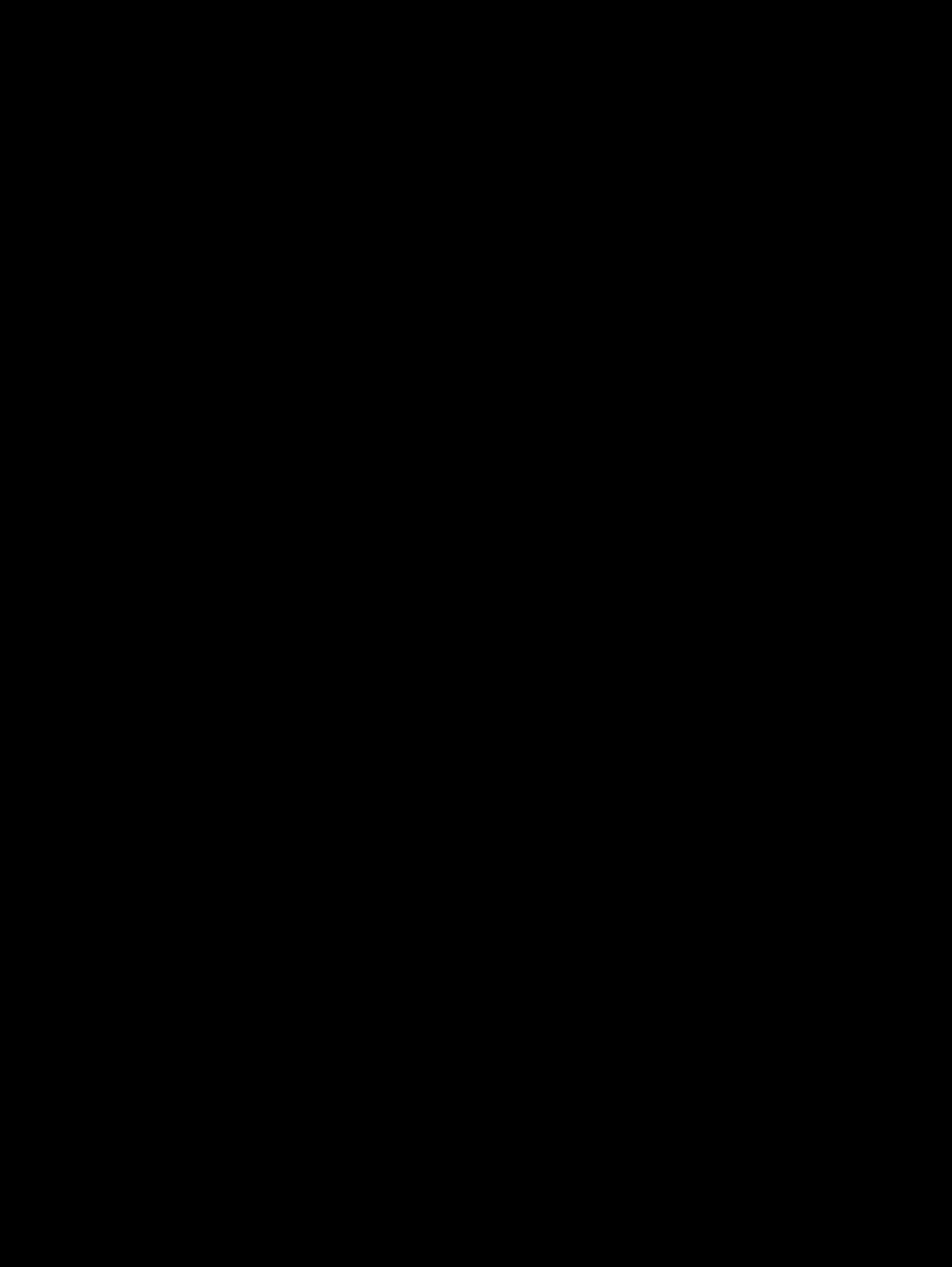
To: brian@tmtdevelopment.com <brian@tmtdevelopment.com>; marc@tmtdevelopement.com <marc@tmtdevelopement.com>

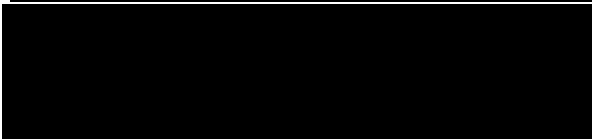
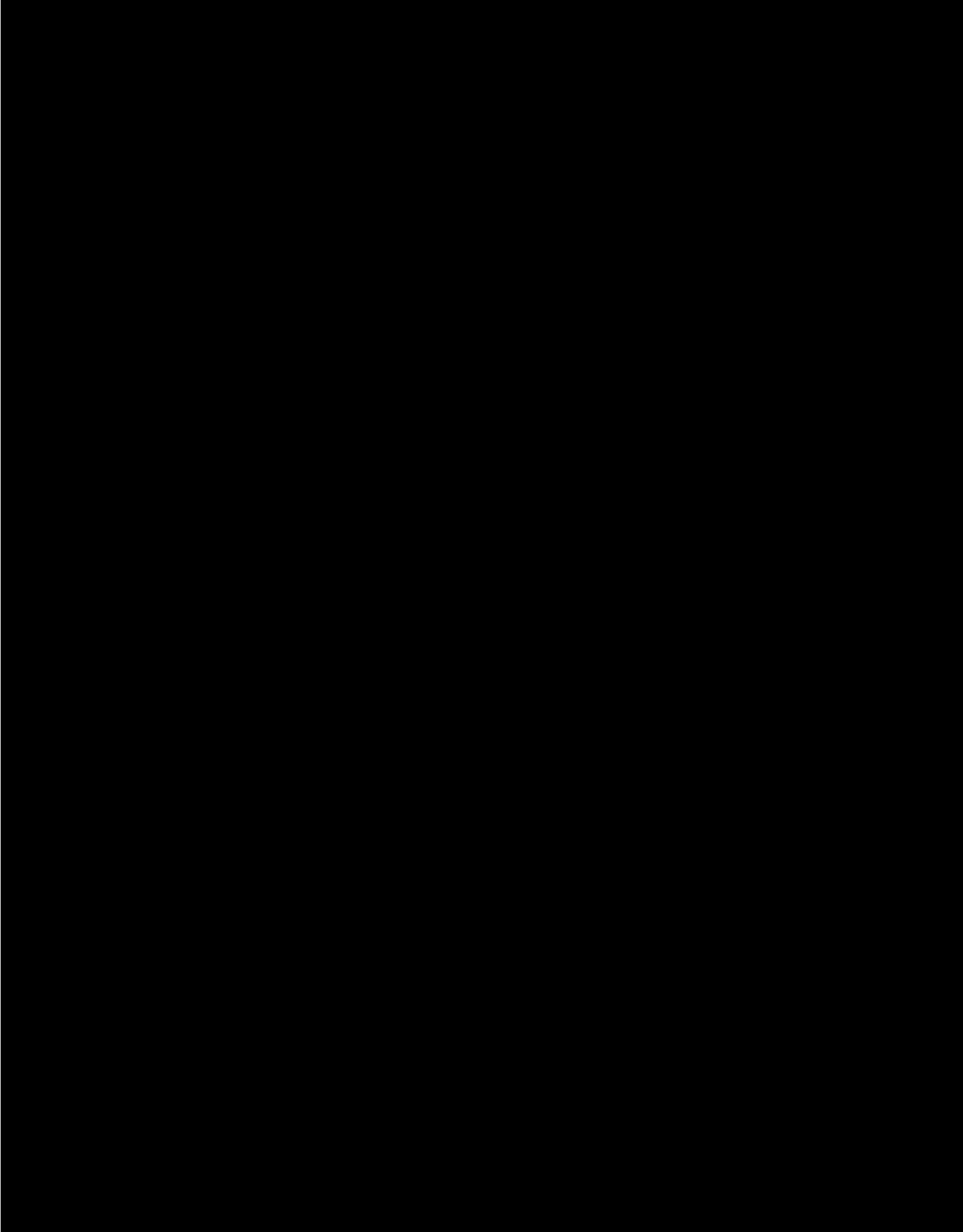
Subject: Fw: Pallet Vendor for Lowes 2579, Delta Park

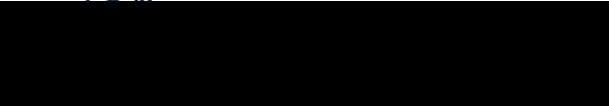
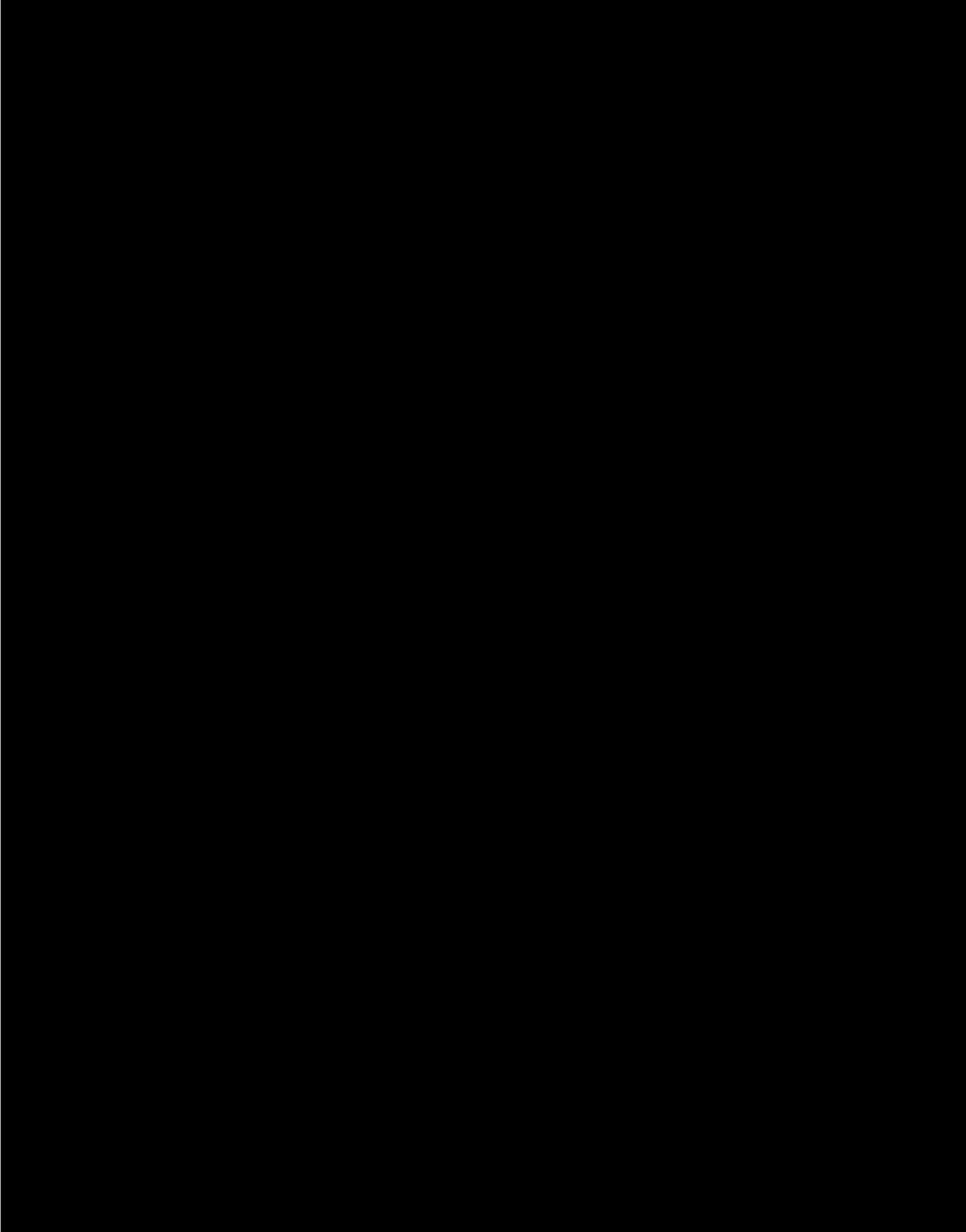
We are still awaiting your approval so that Cornerstone does not run this person off our site for work we want him to do. With all the issue we had with the pallets this past year we want to ensure we do this correctly.

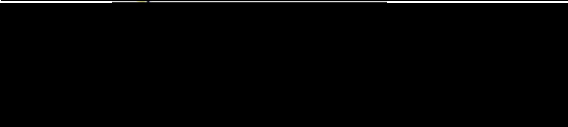
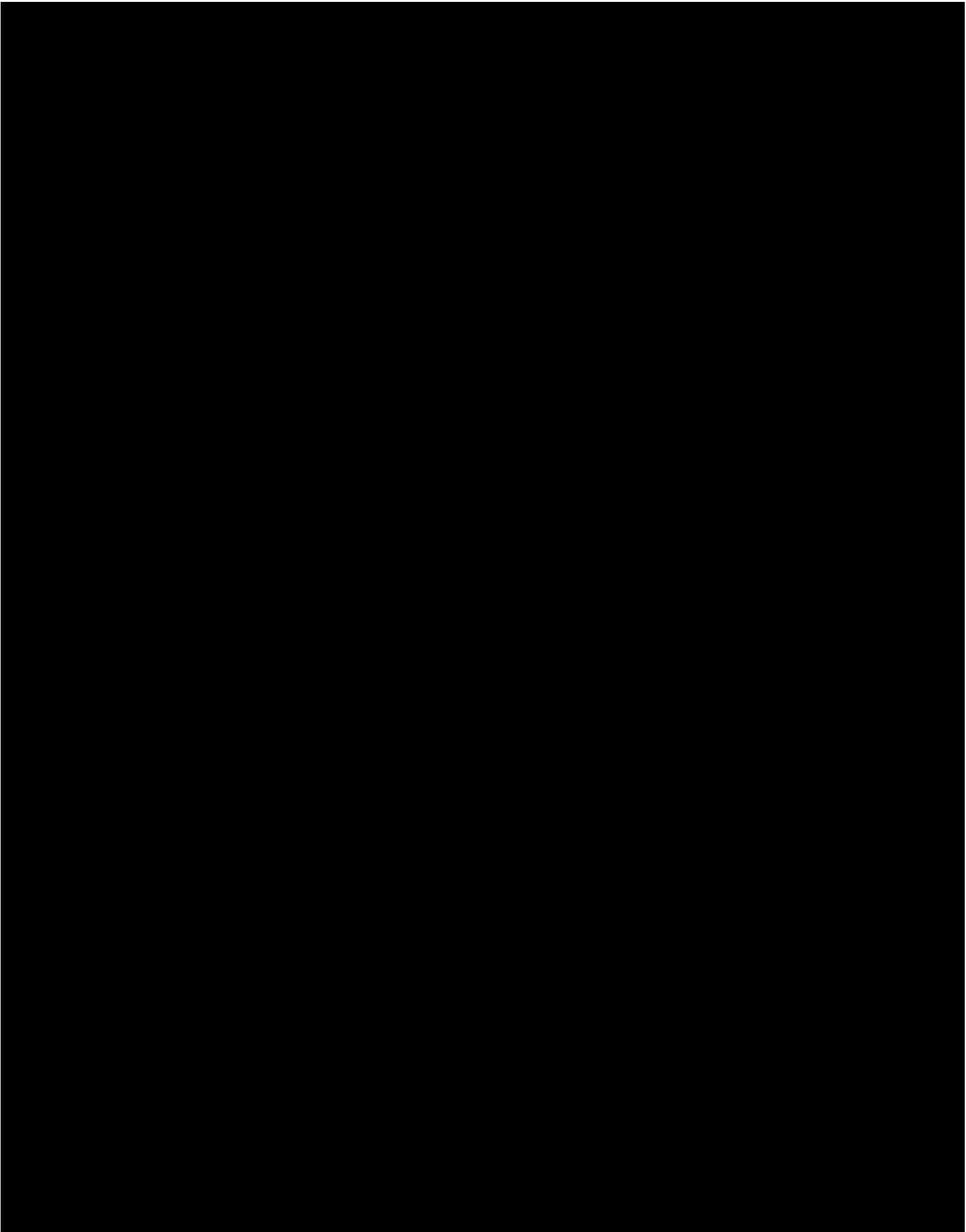
Please advise,
Laurie

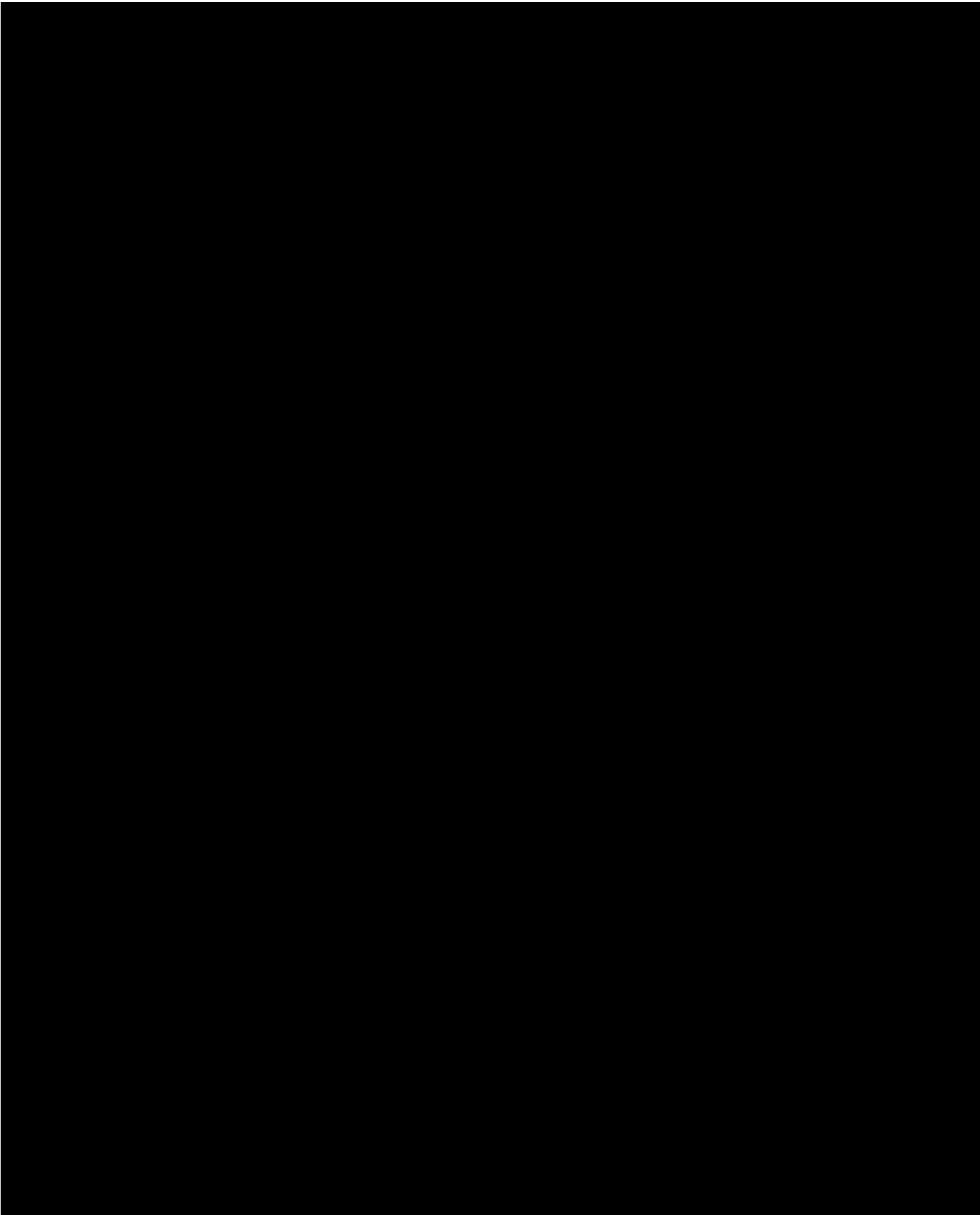
Laurie Sugahbeare
Back End Dept. Supervisor
Lowe's of Delta Park, 2579
1160 N Hayden Meadows Drive
Portland, OR 97217
Store: 503-737-3000
Fax: 503-737-3002

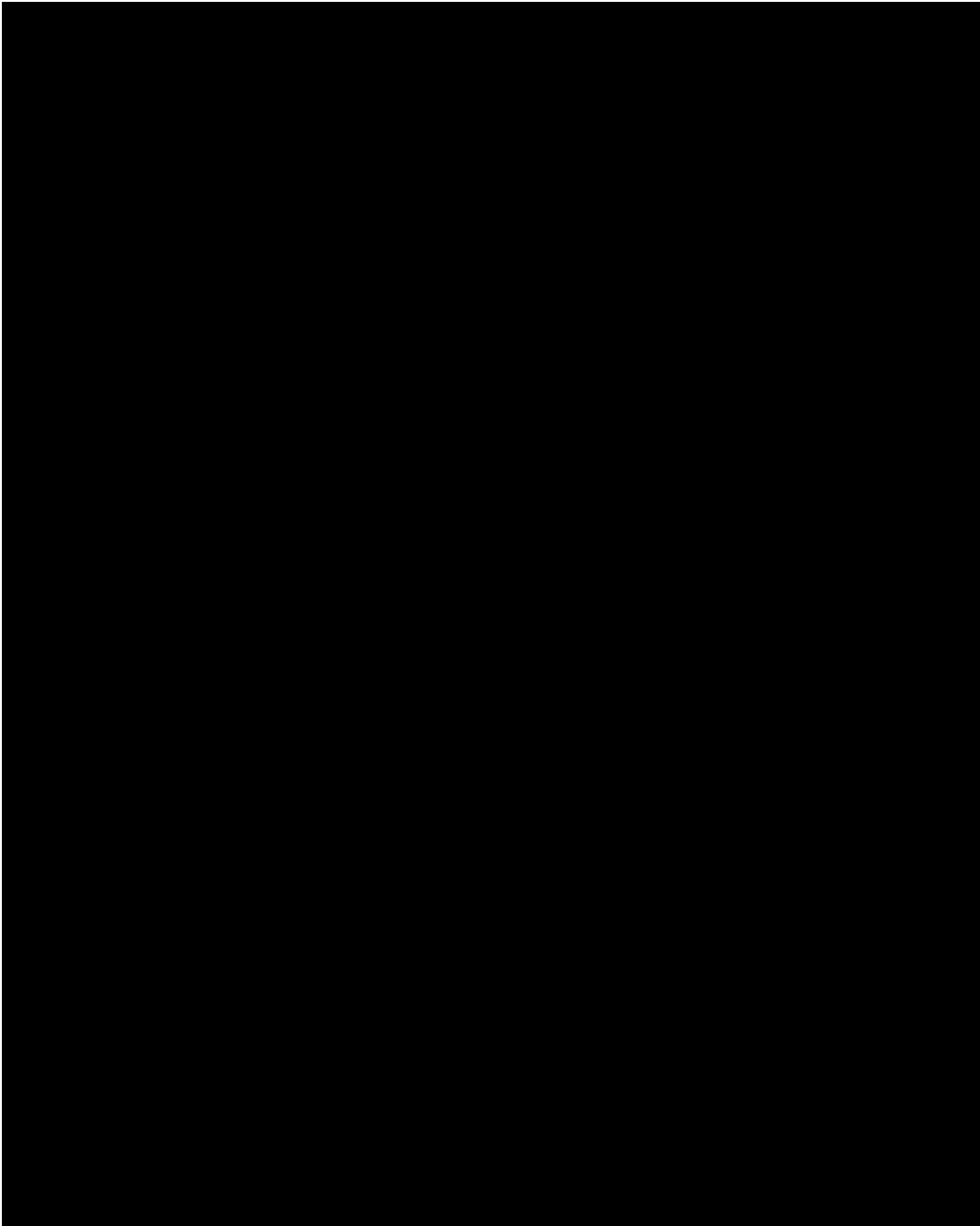












**Date**

Mon Apr 19 2021

**Type**

Incident

**Contributors**

Brandon Stryffeler, Patrick Cottman

**Location**

DELTA PARK CENTER-SITE

Incident(< 05/7/ 2021)

11:14 Patrick Cottman

Date & Time

2021-04-19 08:30

Theft/Shoplifting

Trespass - Refusal to Leave

Trespass - Unauthorized Use of Property

LOCATION:

LOWE'S DELTA PARK CENTER

TYPE(S) OF FORCE USED:

NONE

NARRATIVE:

ON APRIL 19,2021 AT APPROXIMATELY 0700 HOUR, WHILE ON PATROL OF DELTA PARK CENTER, I NOTICED A TRESPASSED INDIVIDUAL ON PROPERTY.

THE TRESPASSED INDIVIDUAL IS FREDDY. HE LIVES ON KERBY AVE AND DRIVES A RED AND BLACK TRUCK WITH PALLETS. FREDDY ALSO GOES BY PACIFIC PALLETS WHICH IS HIS COMPANY. FREDDY IS APPROXIMATELY 5'10" 210 LBS, LATE 40'S TO LATE 50S, BALDING WITH BLUE EYES.

I NOTICED FREDDY OUTSIDE OF HIS VEHICLE PLACING PALLETS FROM LOWES ON THE BACK OF HIS TRUCK.

AS I ARRIVED TO CONFRONT FREDDY, I NOTICED HE HAD A SMALL CAN OF PEPPER SPRAY IN HIS LEFT HAND. AFTER NOTICING THE PEPPER SPRAY, I PULLED MY PEPPER SPRAY FOR SELF DEFENSE. THERE WAS NO PEPPER SPRAY DEPLOYED.

I INFORMED FREDDY NUMEROUS TIMES THAT HE WAS TRESPASSED AND NEEDED TO LEAVE NOW. FREDDY REFUSED TO LEAVE THE SITE. HE KEPT SAYING, " GO TALK TO MANAGEMENT THEY PERMITTED ME TO BE HERE."

I AGAIN INFORMED FREDDY THAT HE WAS TRESPASSED AND NEEDED TO LEAVE OR HE WOULD BE PUT UNDER ARREST FOR TRESPASSING ON THE PROPERTY.

I GAVE FREDDY THE ORDER TO TURN AROUND, AS I WENT TO PULL THE HANDCUFFS OUT FREDDY RAN DOWN THE BACK OF THE STORE TO GET LOWES MANAGEMENT.

SHORTLY AFTER LOWES MANAGEMENT ARRIVED AND INFORMED ME THAT FREDDY WAS AUTHORIZED TO BE TAKING PALLETS.

I INFORMED LOWES MANAGEMENT AND FREDDY AGAIN THAT HE WAS TRESPASSED FROM DELTA PARK PROPERTY AND NEED LEAVE OR HE WOULD BE ARRESTED.

LOWES MANAGEMENT TOLD FREDDY TO LEAVE, AND THEY WOULD FIGURE EVERYTHING OUT SO HE COULD GET PALLETS LATER.

FREDDY WAS TRESPASSED ON APRIL 12, 2021, FOR STEALING PALLETS WITHOUT AUTHORIZATION FROM PROPERTY MANAGEMENT AND OR LOWES.

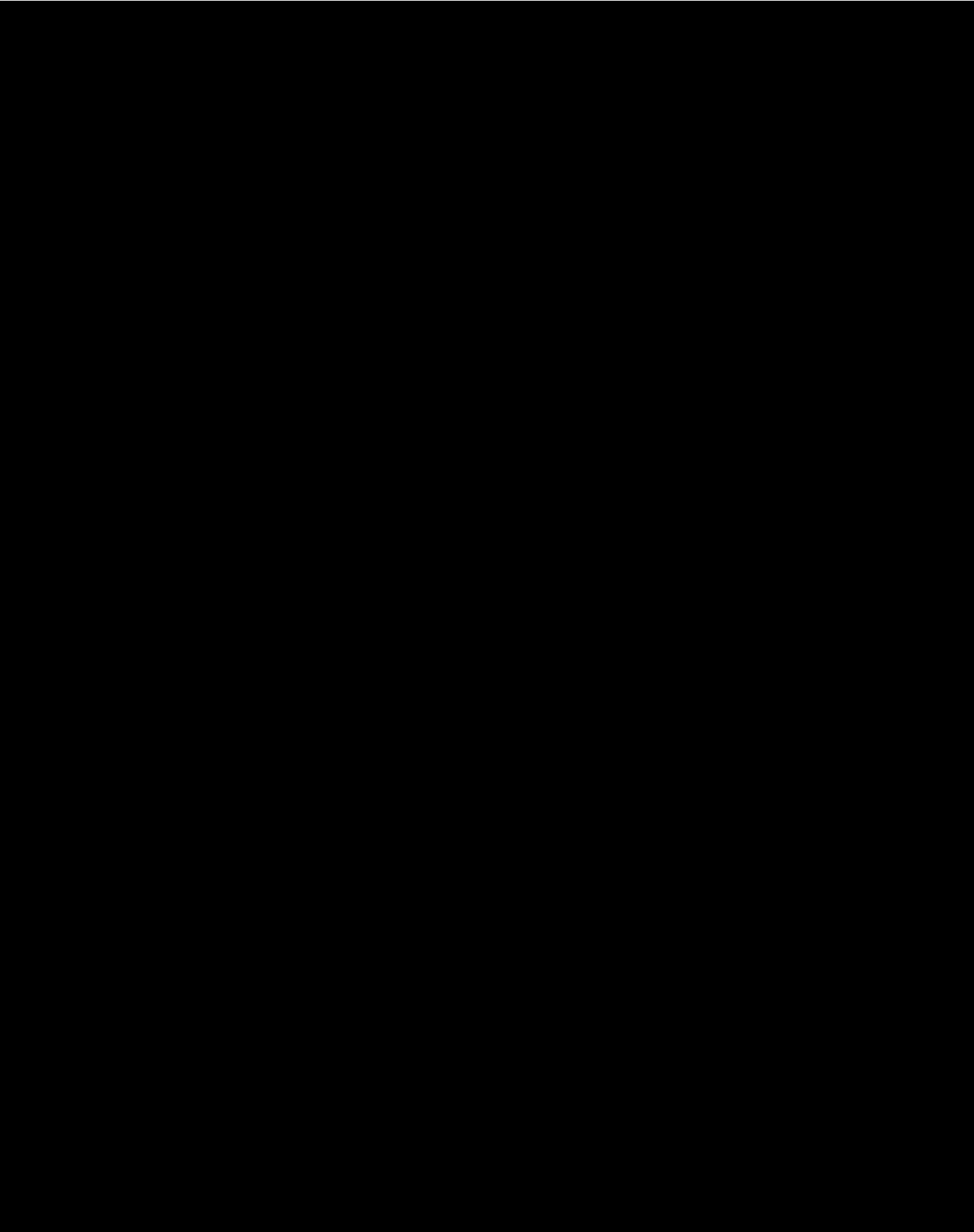
NOTHING FURTHER TO REPORT AT THIS TIME.

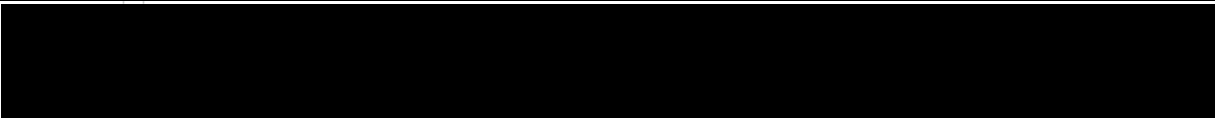
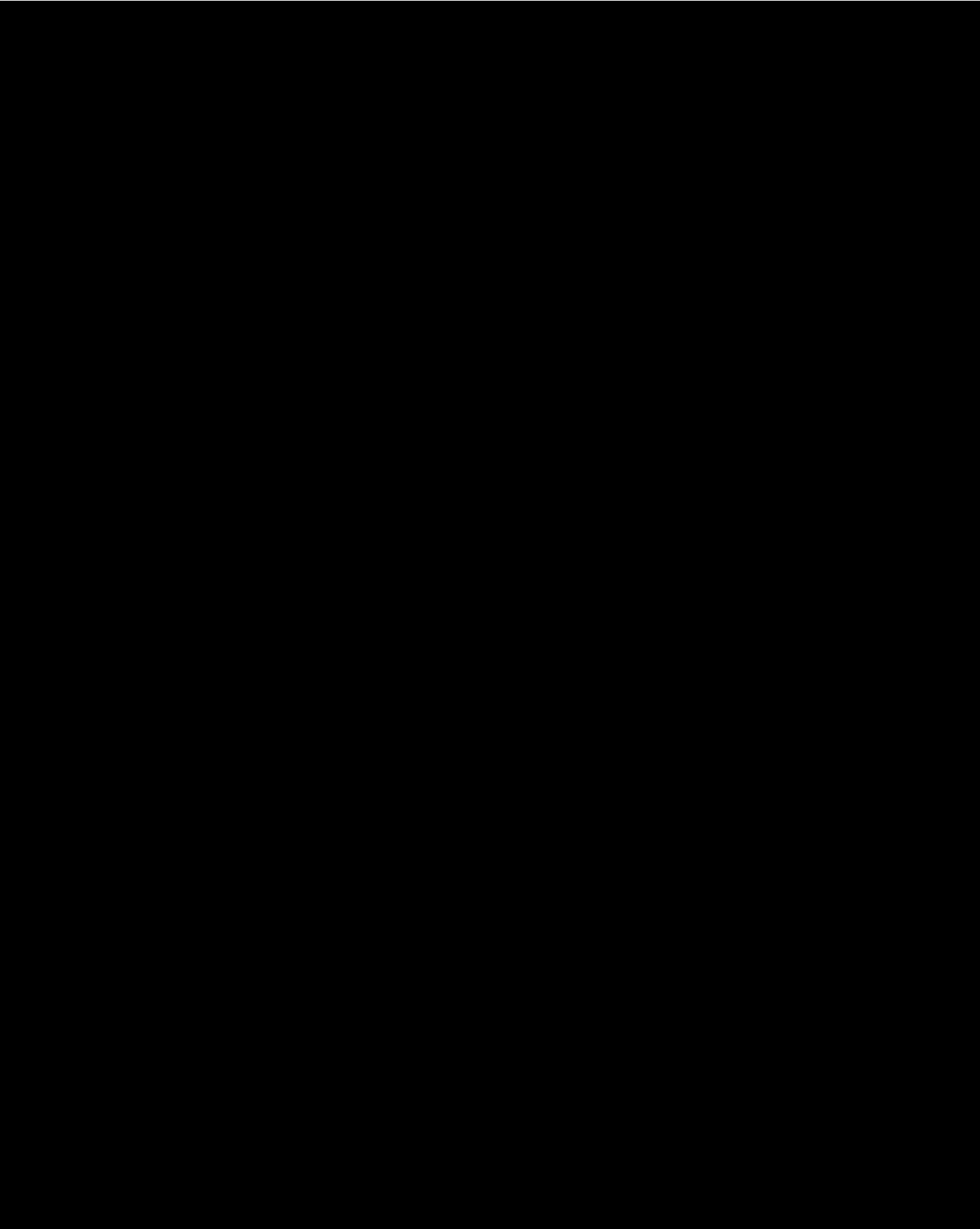
ATTACHMENTS

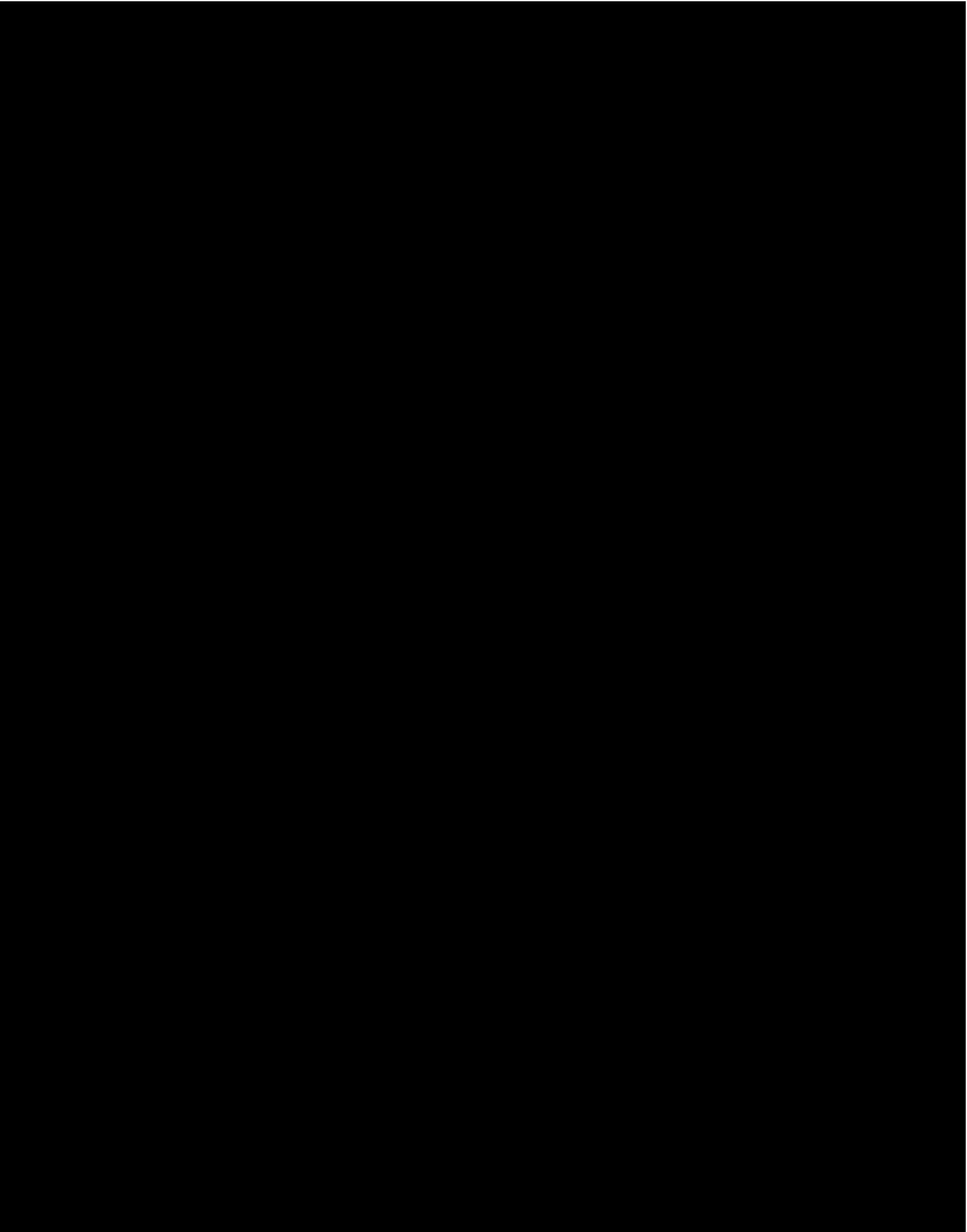
Exhibit 30

Cornerstone bodycam footage from April 19, 2021, which is viewable at <https://vimeo.com/932671554> and will be provided to the Court via USB drive.











Extraction Report - Cellebrite Reports

Instant Messages (10)

* These details are cross-referenced from this device's contacts

#	Source	From	To	All timestamps	Content	Deleted								
1	Native		5034906637 Lowe's Laura*	Timestamp: 5/4/2021 5:36:42 PM(UTC+0)	<p>Direction: Outgoing Body: Sorry I've been gone out of town family emergency. Mark called from TMT he said that he was in touch with Lowe's corporate hesitated not have me listed as an authorized vendor. He said the corporate overrides any deal that might be made with local managers. I would still like your account if there's any way that can happen. I have filed a grievance with the licensing Authority over the respite from his security guards. My attorney stated that as a customer they cannot stop me from coming to your business. So I'm kind of waiting to see what happens next. At worst case I'm still a loyal customer.</p> <p>Participants:</p> <table border="1"> <thead> <tr> <th>Participant</th> <th>Delivered</th> <th>Read</th> <th>Played</th> </tr> </thead> <tbody> <tr> <td>5034906637 Lowe's Laura</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Source Extraction: File System (2) Source file: FileDump/Sms/sms.vmsg : 0xB10E (Size: 312196 bytes) Message Type: SMS Folder: Outgoing</p>	Participant	Delivered	Read	Played	5034906637 Lowe's Laura				
Participant	Delivered	Read	Played											
5034906637 Lowe's Laura														
1(1)	Phone		5034906637 Laura Lowes *	Timestamp: 5/4/2021 10:36:43 AM(UTC-7)	<p>Direction: Outgoing Body: Sorry I've been gone out of town family emergency. Mark called from TMT he said that he was in touch with Lowe's corporate hesitated not have me listed as an authorized vendor. He said the corporate overrides any deal that might be made with local managers. I would still like your account if there's any way that can happen. I have filed a grievance with the licensing Authority over the respite from his security guards. My attorney stated that as a customer they cannot stop me from coming to your business. So I'm kind of waiting to see what happens next. At worst case I'm still a loyal customer.</p> <p>Participants:</p> <table border="1"> <thead> <tr> <th>Participant</th> <th>Delivered</th> <th>Read</th> <th>Played</th> </tr> </thead> <tbody> <tr> <td>5034906637 Laura Lowes</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Source Extraction: Advanced Logical (1) Status: Sent Message Type: SMS Folder: Sent</p>	Participant	Delivered	Read	Played	5034906637 Laura Lowes				
Participant	Delivered	Read	Played											
5034906637 Laura Lowes														

1(2)	Phone		5034906637	Timestamp: 5/4/2021 10:36:43 AM(UTC-7)	Direction: Outgoing Body: Sorry I've been gone out of town family emergency. Mark called from TMT he said that he was in touch with Lowe's corporate hesitated not have me listed as an authorized vendor. He said the corporate overrides any deal that might be made with local managers. I would still like your account if there's any way that can happen. I have filed a grievance with the licensing Authority over the respite from his security guards. My attorney stated that as a customer they cannot stop me from coming to your business. So I'm kind of waiting to see what happens next. At worst case I'm still a loyal customer. Participants: <table border="1"><thead><tr><th>Participant</th><th>Delivered</th><th>Read</th><th>Played</th></tr></thead><tbody><tr><td>5034906637</td><td></td><td></td><td></td></tr></tbody></table> Source Extraction: Advanced Logical (2) Status: Sent Message Type: SMS Folder: Sent	Participant	Delivered	Read	Played	5034906637				
Participant	Delivered	Read	Played											
5034906637														
2	Phone	+15034906637 Lowes Laura*		Timestamp: 5/4/2021 9:46:28 AM(UTC-7)	Direction: Incoming Body: This is Laurie at delta park Lowe's Source Extraction: Advanced Logical (2) Status: Read Message Type: SMS SMSC: +14054720057 Folder: Inbox									
2(1)	Phone	+15034906637 Laura Lowes *		Timestamp: 5/4/2021 9:46:28 AM(UTC-7)	Direction: Incoming Body: This is Laurie at delta park Lowe's Source Extraction: Advanced Logical (1) Status: Read Message Type: SMS SMSC: +14054720057 Folder: Inbox									
3	Native	+15034906637 Lowes Laura*		Timestamp: 5/4/2021 4:45:40 PM(UTC+0)	Direction: Incoming Body: Hey Freddie what's going on? Barb said you stopped by Source Extraction: File System (2) Source file: FileDump/Sms/sms.vmsg : 0xB7A4 (Size: 312196 bytes) Status: Read Message Type: SMS Folder: Inbox									
3(1)	Phone	+15034906637 Laura Lowes *		Timestamp: 5/4/2021 9:45:40 AM(UTC-7)	Direction: Incoming Body: Hey Freddie what's going on? Barb said you stopped by Source Extraction: Advanced Logical (1) Status: Read Message Type: SMS SMSC: +14054720057 Folder: Inbox									
3(2)	Phone	+15034906637		Timestamp: 5/4/2021 9:45:40 AM(UTC-7)	Direction: Incoming Body: Hey Freddie what's going on? Barb said you stopped by Source Extraction: Advanced Logical (2) Status: Read Message Type: SMS SMSC: +14054720057 Folder: Inbox									

4	Phone	+15034906637 Lowes Laura*		Timestamp: 4/26/2021 5:19:43 PM(UTC-7)	Direction: Incoming Body: Hey Freddie Laurie from delta park Lowe's we've played tag a few lines. Can you update me via messages? You said it was good news but i haven't seen or heard what the news is. <hr/> Source Extraction: Advanced Logical (2) Status: Read Message Type: SMS SMSC: +14054720057 Folder: Inbox	
4(1)	Phone	+15034906637 Laura Lowes *		Timestamp: 4/26/2021 5:19:43 PM(UTC-7)	Direction: Incoming Body: Hey Freddie Laurie from delta park Lowe's we've played tag a few lines. Can you update me via messages? You said it was good news but i haven't seen or heard what the news is. <hr/> Source Extraction: Advanced Logical (1) Status: Read Message Type: SMS SMSC: +14054720057 Folder: Inbox	

Exhibit 39

Cornerstone bodycam footage from May 29, 2021, which is viewable at <https://vimeo.com/932687033> and will be provided to the Court via USB drive.